



City of Pensacola

City Council

Agenda

Thursday, January 19, 2023, 5:30 PM

Council Chambers, 1st Floor

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Jennifer Brahier

FIRST LEROY BOYD FORUM

AWARDS

APPROVAL OF MINUTES

1. [23-00083](#) APPROVAL OF MINUTES: REGULAR MEETING DATED DECEMBER 15, 2022

Attachments: [Draft: Regular Meeting Dated 12/15/2022](#)

APPROVAL OF AGENDA

CONSENT AGENDA

2. [23-00005](#) AWARD OF CONTRACT - BID #23-002 PORT OF PENSACOLA ASPHALT PAVING PROJECT
- Recommendation:** That City Council award a contract for ITB #23-002 Port of Pensacola Asphalt Paving Project to C.W. Roberts Contracting Inc. of Pensacola, Florida, the lowest and most responsible bidder, with a base bid of \$254,000 plus a 10% contingency of \$25,400 for a total of \$279,400.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:** D.C. Reeves
- Attachments:** [Bid Tabulation, Bid No. 23-002](#)
[Final Vendor Reference List, Bid No. 23-002](#)
3. [23-00021](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT DELARIAN WIGGINS - DISTRICT 7
- Recommendation:** That City Council approve funding of \$500 to Project Empower of Northwest Florida and \$500 to the Leadership Pensacola Class of 2023 from the City Council Discretionary Funds for District 7.
- Sponsors:** Delarian Wiggins
4. [23-00050](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2
- Recommendation:** That City Council approve funding of \$1,000 to the Veteran's Memorial Park Foundation for the Military War Dog Memorial, \$500 to the Bream Fisherman's Association, \$500 to ARC Gateway and \$500 to the Ronald McDonald House Charities of Northwest Florida from the City Council Discretionary Funds for District 2.
- Sponsors:** Charles Bare
5. [23-00052](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER ALLISON PATTON - DISTRICT 6
- Recommendation:** That City Council approve funding of \$300 to Opening Doors Northwest Florida to purchase items needed for the National Street and Shelter Point-In-Time Count Program from the City Council Discretionary Funds for District 6.
- Sponsors:** Allison Patton

6. [23-00022](#) APPOINTMENT - BOARD OF TRUSTEES-FIREFIGHTERS' RELIEF AND PENSION FUND
- Recommendation:* That City Council appoint one individual to the Board of Trustees-Firefighters' Relief and Pension Fund for a term of two years, expiring December 31, 2024.
- Sponsors:* Delarian Wiggins
- Attachments:* [Member List](#)
[Application of Interest - Veronica Dias](#)
[Resume - Veronica Dias](#)
[Ballot](#)

REGULAR AGENDA

7. [23-00038](#) FIRST AMENDMENT TO FLORIDA PUBLIC UTILITIES COMPANY GAS TRANSPORTATION SERVICE AGREEMENT
- Recommendation:* That City Council approve the First Amendment to Florida Public Utilities Company Gas Transportation Service Agreement between the City of Pensacola and Florida Public Utilities (FPU). Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this First Amendment to Florida Public Utilities Company Gas Transportation Service Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:* D.C. Reeves
- Attachments:* [First Amendment To FPU Gas Transportation Service Agreement](#)
8. [23-00030](#) SITE LEASE AND NATURAL GAS SUPPLY AGREEMENT WITH EMERALD COAST UTILITIES AUTHORITY
- Recommendation:* That City Council approve the Site Lease and Natural Gas Supply Agreement between the City of Pensacola and Emerald Coast Utilities Authority (ECUA). Further, that City Council authorize the Mayor to take actions necessary to execute and administer this Site Lease and Natural Gas Supply Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:* D.C. Reeves
- Attachments:* [Site Lease and Natural Gas Supply Agreement](#)

9. [23-00014](#) CONSENT TO MAYOR'S APPOINTMENT OF DARRYL SINGLETON, DIRECTOR OF PENSACOLA ENERGY
- Recommendation:** That City Council consent to the Mayor's appointment of Darryl Singleton to the position of Director of Pensacola Energy.
- Sponsors:** D.C. Reeves
- Attachments:** [Darryl Singleton Resume](#)
10. [23-00019](#) QUASI-JUDICIAL HEARING - REQUEST FOR A CONDITIONAL USE PERMIT - UNITY CHURCH OF CHRISTIANITY - 716 NORTH 9TH AVENUE
- Recommendation:** That City Council conduct a Quasi-Judicial Hearing on January 19, 2023 to consider the request for a Conditional Use Permit to convert the existing structure at 716 North 9th Avenue into an event and meeting facility.
- Sponsors:** D.C. Reeves
- Attachments:** [Unity Church - 716 N 9th Ave Conditional Use Permit Application](#)
[Planning Board Minutes December 13 2022 DRAFT](#)
[Sec.12-3-107 Conditional Use Permit](#)
11. [23-00026](#) APPROVAL OF AMENDED AND RESTATED LEASE AGREEMENT MALCOLM YONGE GYMNASIUM - 900 EAST JACKSON STREET
- Recommendation:** That City Council approve the Amended and Restated Lease Agreement between the City of Pensacola and the Lighthouse Private Christian Academy, Inc. for the Malcolm Yonge Gymnasium at 900 East Jackson Street. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this Amendment, consistent with the terms and of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:** D.C. Reeves
- Attachments:** [Amended and Restated Lease Agreement of Malcolm Yonge Gymne](#)
[Map Location - 2022 Block 82](#)
[221223 Ex A Overall](#)
[221223 Ex A Overall with aerial](#)
[221223 Ex A-1 Lots 5 & 6](#)
[221223 Ex A-1 Lots 7-14](#)
[221223 Ex A-1 Lots 15-16](#)

12. [23-00010](#) APPROVAL TO USE TREE PLANTING TRUST FUNDING FOR THE REMOVAL OF TREES ON CITY RIGHTS-OF-WAY OR PUBLIC PROPERTY THAT HAVE BECOME HAZARDOUS TO PERSONS AND/OR PROPERTY AND INSTALLATION OF NEW PLANTINGS
- Recommendation:** That City Council authorize the Parks and Recreation Department the approval to use Tree Planting Trust Funding for the removal of trees that have become hazardous to persons and/or property, and installation of a new tree at or near the location of the removed tree.
- Sponsors:** D.C. Reeves
- Attachments:** [Parks and Recreation Tree Removal List](#)
13. [23-00013](#) APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH FIRST CITY FOOTBALL CLUB FOR THE USE OF THE PENSACOLA TECHNOLOGY PARK FIELD
- Recommendation:** That the City Council approve a Memorandum of Understanding (MOU) with the First City Football Club and the City of Pensacola Parks and Recreation Department to establish the terms and responsibilities of both parties as to the use of the Pensacola Technology Park Field for organized youth sports practice. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this memorandum of understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:** D.C. Reeves
- Attachments:** [MOU - First City Football Club, Inc.](#)
14. [23-00015](#) APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH PURE PILATES
- Recommendation:** That the City council approve a Memorandum of Understanding (MOU) with Pure Pilates to establish terms and the responsibilities of both parties as to the use of City owned facilities by the provider. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this MOU, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:** D.C. Reeves
- Attachments:** [Memorandum of Understanding - Pure Pilates](#)
[UPDATED VERSION: Memorandum of Understanding - Pure Pilates](#)

15. [23-00025](#) APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH BREATHE YOGA AND WELLNESS CENTER, LLC.
- Recommendation:** That the City council approve a Memorandum of Understanding (MOU) with Breathe Yoga and Wellness Center, LLC., to establish the responsibilities of both parties and to establish clear terms as to the use of City owned facilities by the provider. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this MOU, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:** D.C. Reeves
- Attachments:** [MOU - Breathe Yoga and Wellness Center, LLC](#)
[UPDATED VERSION: MOU - Breathe Yoga and Wellness Center, LLC](#)
16. [23-00057](#) AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR COMMUNITY POLICING FOR FISCAL YEAR 2023
- Recommendation:** That the City Council approve Amendment No. 1 to the Interlocal Agreement for Community Policing for the Fiscal Year 2023 with the City of Pensacola to increase the allocation to an amount not to exceed \$291,700 to increase police presence within the Urban Core Community Redevelopment Area, particularly during night and weekend hours
- Sponsors:** Teniade Broughton
- Attachments:** [FY2023 Interlocal Agreement for Community Policing](#)
[Amendment No. 1 to FY2023 Interlocal Agreement for Community Policing](#)
17. [23-00023](#) WORKSHOP REGARDING SHORT TERM RENTALS
- Recommendation:** That City Council schedule a workshop with the topic being Short Term Rentals. Further that the Council President and Council Executive schedule the workshop at the earliest possible convenience.
- Sponsors:** Charles Bare

18. [2023-008](#) RESOLUTION 2023-008 - PROVIDING FOR THE REMOVAL OF A BOARD MEMBER FROM THE WESTSIDE REDEVELOPMENT BOARD

Recommendation: That City Council adopt Resolution 2023-008.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA; PROVIDING FOR THE REMOVAL OF A BOARD MEMBER FROM THE WESTSIDE REDEVELOPMENT BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Delarian Wiggins

Attachments: [Resolution No. 2023-008](#)
[Letter - Westside Redevelopment Board Absences](#)
[Letter of Notification - Removal from Westside Redevelopment Board](#)

19. [2023-004](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-004 - FY 2023 NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-004.

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

Sponsors: D.C. Reeves

Attachments: [Supplemental Budget Resolution No. 2023-004](#)
[Supplemental Budget Explanation No. 2023-004](#)
[Jan CO items - Breakdown No. 2023-004](#)

20. [2023-003](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-003 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT

Recommendation: That the City Council adopt Supplemental Budget Resolution No. 2023-003.

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

Sponsors: D.C. Reeves

Attachments: [Supplemental Budget Resolution No. 2023-003](#)
[Supplemental Budget Explanation No. 2023-003](#)
[Letter of Certification](#)

21. [2023-002](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-002 - PROCEEDS FROM AMENDED INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY FOR LIBRARY SERVICES

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-002:

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

Sponsors: D.C. Reeves

Attachments: [Supplemental Budget Resolution No. 2023-002.pdf](#)
[Supplemental Budget Explanation No. 2023-002.pdf](#)

22. [23-00035](#) AWARD CONTRACT TO REPLACE (5) HVAC UNITS AT THE TRYON BRANCH LIBRARY.

Recommendation: That City Council award this contract to the Wright Company the lowest and best responsible respondent, for a base quote of \$72,680.00 plus 10 % contingency in the amount of \$7,268.00 for a total contract price of \$79,948.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: D.C. Reeves

Attachments: [Library Interlocal Agreement](#)
[Amendment to Interlocal Agreement - West Florida Public Library Sy](#)
[The Write Company - Tryon Library -Proposal to replace 5 HVAC sy:](#)

23. [56-22](#) PROPOSED ORDINANCE NO. 56-22 AMENDING SECTION 6-3-2 OF THE CITY CODE - PROHIBITING SMOKING AND USE OF VAPOR-GENERATING DEVICES WITHIN PUBLIC PARKS

Recommendation: That City Council adopt Proposed Ordinance No. 56-22 on second reading.

AN ORDINANCE AMENDING SECTION 6-3-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING SMOKING AND USE OF VAPOR-GENERATING DEVICES WITHIN CITY OF PENSACOLA PUBLIC PARKS; PROVIDING GRAMMATICAL AMENDMENT CLARIFYING (a); PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: D.C. Reeves, Casey Jones

Attachments: [Proposed Ordinance No. 56-22](#)
[Part II of Chapter 386, Florida Statutes](#)
[Amendment Proposed by Council Member Bare on first reading](#)
[REVISED Proposed Ordinance No. 56-22](#)
[LETTER OF SUPPORT ON BEHALF OF EAB](#)
[PROOF OF PUBLICATION ORD 2ND READING](#)

24. [57-22](#) PROPOSED ORDINANCE NO. 57-22 - AMENDING SECTION 9-3-3 - RELATED TO ADDING JUNETEENTH AND PRESIDENTS' DAY TO THE OFFICIAL HOLIDAYS OBSERVED BY THE CITY

Recommendation: That City Council adopt Proposed Ordinance No. 57-22 on second reading.

AN ORDINANCE AMENDING SECTION 9-3-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ADDING JUNETEENTH AND PRESIDENTS' DAY TO THE OFFICIAL HOLIDAYS OBSERVED BY THE CITY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: D.C. Reeves

Attachments: [Proposed Ordinance No. 57-22](#)
[Tentative Agreement - AFSCME](#)
[Memorandum of Agreement - Police Sergeants](#)
[Memorandum of Agreement - Police Lieutenants](#)
[PROOF OF PUBLICATION ORD 2ND READING](#)

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS**SECOND LEROY BOYD FORUM****ADJOURNMENT**

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

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00083

City Council

1/19/2023

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED DECEMBER 15, 2022



City of Pensacola

CITY COUNCIL

Regular Meeting Minutes

December 15, 2022

5:30 P.M.

Council Chambers

Council President Wiggins called the meeting to order at 5:31 P.M.

ROLL CALL

Council Members Present: Delarian Wiggins, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Allison Patton

Council Members Absent: Jared Moore

Also Present: Mayor D.C. Reeves

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Charles Bare

AWARDS

Council President Wiggins acknowledged today's commemoration of the *Passage of the Bill of Rights to the United States Constitution* in 1791. He then called on Council Member Bare who provided a copy of and read (in its entirety) Resolution No. 49-14 designating December 15 of each year as "Bill of Rights Day".

FIRST LEROY BOYD FORUM

Colvin Rancifer: Addressed Council and provided copies of his concerns related to the redevelopment of Baptist Hospital property (upon its relocation) into affordable housing indicating that the area of Cervantes Street to Jordan Street and "F" Street to "M" Street is saturated with mental health housing, rehabilitation facilities, senior citizen apartments, and three income-based housing projects.

FIRST LEROY BOYD FORUM (CONT'D.)

Marion Williams: Addressed Council regarding General Daniel “Chappie” James, Jr. Memorial Plaza and completion of a bronze statue to be located in the plaza.

Council Member Broughton asked Dr. Williams follow-up questions.

Jerry Price: Addressed Council regarding the City’s definition of “camping” referencing issues related to code enforcement and inquired as to the possibility of amending such definition. He further relayed concerns related to homelessness.

City Attorney Pepler advised that City Council may amend such definition via adoption of an ordinance amending City Code.

John McCorvey: Addressed Council regarding code enforcement action related to his business located at 121 South Palafox and type of alcoholic beverage licensing which allegedly is in conflict with City Code. He indicated he would like extended time to keep his business operating while working through the issues with the City.

Council Member Broughton asked for clarification with Mr. McCorvey responding. Also, Mayor Reeves indicated he is aware of the situation and that staff will continue to work with Mr. McCorvey. Council President Wiggins indicated he would like to review the City’s regulations.

Sherri Myers: Thanked Council for today’s commemoration of the *Passage of the Bill of Rights to the United States Constitution* in 1791 and the reading of Resolution No. 49-14 (which she sponsored as a member of City Council and was adopted in 2014). She continued with remarks related to the *Bill of Rights*.

John Jerrals: Identified himself as a former Council Member and addressed Council regarding General Daniel “Chappie” James, Jr. Memorial Plaza and completion of a bronze statue to be located in the plaza.

APPROVAL OF MINUTES

1. [22-01211 APPROVAL OF MINUTES: REGULAR MEETING DATED NOVEMBER 10, 2022; SPECIAL MEETING NOVEMBER 22, 2022; AND SPECIAL MEETING NOVEMBER 22, 2022](#)

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

The motion carried by the following vote:

Yes: 6	Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton
No: 0	None

APPROVAL OF AGENDA

Council Member Brahier suggested the Item 28, 22-01176 be moved to the Consent Agenda. Council President Wiggins objected indicating that he would like the opportunity for discussion of the item. **Council President Wiggins suggested Item 22, 22-01174 be moved to the Consent Agenda. No objections.**

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

The motion carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

CONSENT AGENDA

2. [22-01161](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of \$500 to Youths Left Behind Corp. from the City Council Discretionary Funds for District 7.

3. [22-01166](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JARED MOORE - DISTRICT 4.

Recommendation: That City Council approve funding of \$1,000 to ARC Gateway, \$1,000 to the Pensacola's Finest Foundation and \$1,000 to the Escambia Sheriff's Foundation from the City Council Discretionary Funds for District 4.

4. [22-01167](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JENNIFER BRAHIER - DISTRICT 1

Recommendation: That City Council approve funding of \$5,000 to Pensacola Habitat for Humanity and \$1,000 to Project Empower of Northwest Florida from the City Council Discretionary Funds for District 1.

5. [22-01192](#) LEASE RENEWAL - FOURTH AMENDMENT TO THE BANK OF AMERICA ATM FACILITY LEASE AGREEMENT

Recommendation: That City Council approve the Fourth Amendment to the ATM Facility Lease Agreement between the City of Pensacola and Bank of America, N.A.

CONSENT AGENDA (CONT'D.)

6. [22-01197](#) PLACEMENT OF A PLAQUE ON AN EXISTING PARK BENCH IN BARTRAM PARK TO HONOR LOUISE HOLLIDAY HOLDEN.

Recommendation: That City Council approve the placement of a plaque on an existing park bench in Bartram Park to honor Louise Holliday Holden.

7. [22-01073](#) AWARD OF CONTRACT RFP NO. 22-047 FOR OPERATION OF PUBLIC PARKING FACILITY AT PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council approve the ranking of the selection committee for RFP No. 22-047 for operation of the public parking facility at Pensacola International Airport and award a contract to LAZ Florida Parking, LLC, submitting the best proposal. Further, that City Council authorize the mayor to take those actions necessary to execute and administer this contract consistent with the proposal, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

8. [22-01136](#) AIRPORT - APPROVAL OF AMENDMENT NO. 1 TO LEASE NO. HSBP-7120-L-IN0487 WITH THE UNITED STATES OF AMERICA - CUSTOMS AND BORDER PROTECTION

Recommendation: That City Council approve the Amendment No. 1 to Lease No. HSBP-7120-IN0487 between the City of Pensacola and the United States of America. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Amendment, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

9. [22-01151](#) AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR GRANT ADMINISTRATION SERVICES FOR ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) GRANT #04-79-07378 WITH EMERALD COAST REGIONAL PLANNING COUNCIL

Recommendation: That City Council approve Amendment No. 1 between the City of Pensacola and Emerald Coast Regional Planning Council. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Amendment, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

CONSENT AGENDA (CONT'D.)

10. [22-01182](#) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) LEGAL SERVICES PROGRAM AGREEMENT WITH LEGAL SERVICES OF NORTH FLORIDA, INC.

Recommendation: That City Council approve a Legal Services Program Agreement between the City of Pensacola and Legal Services of North Florida, Inc. for \$20,000 under the Community Development Block Grant (CDBG) Program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Program Agreement consistent with the terms of the Agreement and Mayor's Executive Powers as granted in the City Charter.

11. [22-01164](#) REVISED: APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD CHAIRPERSON

Recommendation: That City Council reappoint Community Redevelopment Agency Board Member Teniade Broughton as Chairperson for a period of one year, expiring December 2023.

12. [22-01179](#) APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD VICE CHAIRPERSON

Recommendation: That City Council appoint Community Redevelopment Agency Board Member Jennifer Brahier as Vice Chairperson for a period of one year, expiring December 2023.

CONSENT AGENDA (CONT'D.)

13. [22-01204](#) ASSIGNMENT OF COUNCIL MEMBERS TO EXTERNAL BOARDS, COMMISSIONS & AUTHORITIES FOR COUNCIL TERM 2022-2024

Recommendation: That the following external assignments be filled for a two-year period, until new City Council Members take office in November of 2024:

EXTERNAL BOARD ASSIGNMENTS 2022-2024

Pensacola & Perdido Bays Estuary Program (1 & 1 Alt) - Moore / Bare (alt)

Community Action Program (1) -- Bare

Community Drug & Alcohol Commission (1) -- Wiggins

Community Enterprise Investments, Inc. (1) -- Broughton

Tourist Development Council (2) - Jones, Broughton

Transportation Planning Organization (5) - Wiggins / Moore / Jones / Bare / Patton

Juvenile Justice Council (1) -- Wiggins

Our Corner (formerly Keep Pensacola Beautiful) (1) -- Jones

Pensacola Escambia Development Commission (2) - Bare / Patton

Emerald Coast Regional Council (1) -- Patton

Ex-Officio Officer Downtown Improvement Board (1) -- Brahier

Ex Officio Officer Human Relations Commission (1) (Set to expire 10/1/2023) -- Broughton

Eastside Redevelopment Board -- Brahier

Westside Redevelopment Board -- Brahier

Urban Core Redevelopment Board -- Moore

Affordable Housing Advisory Committee (Term expiring 8/19/23) -- Wiggins

CONSENT AGENDA (CONT'D.)**22. [22-01174](#) 2023 CITY COUNCIL MEETING SCHEDULE**

Recommendation: That City Council adopt the 2023 City Council Meeting Schedule.

A motion to approve consent agenda agenda items 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 22 was made by Council Member Bare and seconded by Council Member Patton.

The motion carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

REGULAR AGENDA**14. [22-01181](#) CITY OF PENSACOLA 2022 AFFORDABLE HOUSING INCENTIVE PLAN REVIEW REPORT**

Recommendation: That City Council approve the City of Pensacola 2022 Affordable Housing Incentive Plan Review report submitted by the Affordable Housing Advisory Committee (AHAC) for submission to the Florida Housing Finance Corporation in accordance with Section 420.9076, Florida Statutes.

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

Council Executive Kraher referenced copies at Council places of a revised Plan Review Report.

Council Member Bare indicated that Housing staff responded to his questions and concerns. Housing Director Whitaker addressed the Council regarding providing a more comprehensive review in the future.

Public input was heard from Crystal Scott.

Some follow-up discussion took place with Ms. Scott responding accordingly to questions.

REGULAR AGENDA (CONT'D.)

Upon conclusion of discussion, the vote was called (on Item 14, 22-01181).

The motion carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

15. [22-01050](#) APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH PENSACOLA OUTRIGGER CANOE CLUB RELATED TO UTILIZATION OF BAYVIEW PARK

Recommendation: That the City Council approve a Memorandum of Understanding with the Pensacola Outrigger Canoe Club and the City of Pensacola Parks and Recreation Department for specific responsibilities of both parties during utilization of Bayview Park. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this memorandum of understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

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

Council Member Bare expressed his concerns but indicated that he will support approval of the MOU. Council Member Brahier asked questions with Mayor Reeves and Recreation Superintendent Byrd responding accordingly. City Attorney Pepler also provided input.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

REGULAR AGENDA (CONT'D.)

16. [22-01183](#) APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH PENSACOLA CHILDREN'S CHORUS FOR "PENSACOLA SINGS" TO OFFER A CHORUS PROGRAM TO BENEFIT AND ENRICH YOUTHS

Recommendation: That the City Council approve a Memorandum of Understanding with the Pensacola Children's Chorus for "Pensacola Sings" and the City of Pensacola Parks and Recreation Department. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this memorandum of understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

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

Council Member Bare asked questions with Recreation Superintendent Byrd responding accordingly.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

17. [22-01027](#) PUBLIC HEARING -ADOPTION OF AMENDMENT TO THE COMPREHENSIVE PLAN - COASTAL MANAGEMENT ELEMENT.

Recommendation: That City Council conduct the second of two required public hearings on December 15, 2022 to adopt the proposed amendment to the City's Comprehensive Plan specific to the Coastal Management Element.

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

Public input was heard from Chris Curb.

Council Member Brahier made follow-up remarks.

There being no further discussion, the vote was called.

The motion carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

REGULAR AGENDA (CONT'D.)

18. [29-22 PROPOSED ORDINANCE NO. 29-22 - ADOPTION OF AMENDMENT TO THE COMPREHENSIVE PLAN - COASTAL MANAGEMENT ELEMENT](#)

Recommendation: That City Council adopt Proposed Ordinance No. 29-22 on second reading.

AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, COASTAL MANAGEMENT ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

Council Member Jones asked a procedural question regarding public hearings with City Clerk Burnett responding accordingly.

Public input was heard from Chris Curb.

There being no further discussion, the vote was called.

The motion carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

19. [22-01028 PUBLIC HEARING - ADOPTION OF AMENDMENT TO THE COMPREHENSIVE PLAN - PROPERTY RIGHTS ELEMENT.](#)

Recommendation: That City Council conduct the second of two required public hearings on December 15, 2022, to adopt the proposed amendment to the City's Comprehensive Plan specific to the Property Rights Element.

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

The motion carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

REGULAR AGENDA (CONT'D.)**20. [27-22](#) PROPOSED ORDINANCE NO. 27-22 - ADOPTION OF AMENDMENT TO THE COMPREHENSIVE PLAN - PROPERTY RIGHTS ELEMENT**

Recommendation: That City Council adopt Proposed Ordinance No. 27-22 on second reading.

AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, PROPERTY RIGHTS ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

The motion carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

21. [22-01127](#) QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - GROVE PARK SUBDIVISION

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

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

Planning & Zoning Manager Cannon provided a summary of the issue as outlined in the memorandum regarding the subject subdivision plat. Applicant, Paul Battle of Rebol Battle Associates was in attendance and indicated he had no further evidence to add.

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

There being no discussion, the vote was called.

REGULAR AGENDA (CONT'D.)

The motion (to approve Quasi-Judicial Item 22, 22-01127) carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

23. [22-01188](#) APPROVAL TO ALLOCATE A PORTION OF LOST IV FUNDING FOR THE PAVING OF THE FIRST CITY ART CENTER PARKING LOT

Recommendation: That City Council approve the transfer of LOST IV funding in the amount of \$60,000 from the Pavement Management project to a project for the rehabilitation of the parking lot at the First City Art Center parking lot located at 1060 N. Guillemard St.

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

Council Member Bare expressed his concerns. Council Member Brahier suggested this item be tabled to the next meeting. Some discussion took place regarding tabling or postponing this item to a date certain with input from Council Executive Kraher.

A motion was made by Council Member Brahier and seconded by Council Member Bare that this item be postponed to the January 19, 2022 Council Meeting.

The substitute motion carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

24. [2022-115](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-115 - FY 2023 ENCUMBRANCE CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2022-115.

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

A motion to adopt was made by Council Member Jones and seconded by Council Member Bare.

REGULAR AGENDA (CONT'D.)

The motion (to adopt Res. No. 2022-115) carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

25. [2022-124 RESOLUTION NO. 2022-124 SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING](#)

Recommendation: That City Council adopt Resolution No. 2022-124.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA; SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING TO DESIGN AND CONSTRUCT A MULTI-USE PATH AT HOLLICE T. WILLIAMS PARK; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Member Patton.

The motion carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

REGULAR AGENDA (CONT'D.)

26. [56-22 PROPOSED ORDINANCE NO. 56-22 AMENDING SECTION 6-3-2 OF THE CITY CODE - PROHIBITING SMOKING AND USE OF VAPOR-GENERATING DEVICES WITHIN PUBLIC PARKS](#)

Recommendation: That City Council approve Proposed Ordinance No. 56-22 on first reading;

AN ORDINANCE AMENDING SECTION 6-3-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING SMOKING AND USE OF VAPOR-GENERATING DEVICES WITHIN CITY OF PENSACOLA PUBLIC PARKS; PROVIDING EXCEPTIONS AND GRAMMATICAL AMENDMENT CLARIFYING (a); PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A motion to approve on first reading was made by Council Member Jones and seconded by Council Member Bare.

Council Member Jones (co-sponsor) explained the intent of the proposed amendments.

Discussion ensued among Council with Mayor Reeves (co-sponsor) and City Administrator Fiddler responding accordingly to questions, as well as Council Member Jones.

A motion to amend was made by Council Member Bare and seconded by Council Member Brahier striking proposed language from (proposed) subsection (d) as follows: (d) Smoking and use of vapor-generating devices is prohibited in public parks within the city limits of the City of Pensacola with the exception of unfiltered cigars. ~~This prohibition does not apply to: 1) The Osceola Golf Course; 2) Park pavilion rentals; and 3) The area within a park that is a permitted special event.~~

Discussion ensued among Council regarding the motion to amend with Parks Superintendent Kimball, Recreation Superintendent Byrd, and Mayor Reeves responding accordingly to questions and comments.

Upon conclusion of discussion and clarification of the motion to amend, the vote was called.

The motion to amend carried by the following vote:

Yes: 4	Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
No: 2	Teniade Broughton, Allison Patton

REGULAR AGENDA (CONT'D.)

A motion to amend was made by Council Member Jones and seconded by Council Member Bare striking in its entirety (proposed) subsection (e): ~~Disposal of any smoking or vapor-generating device within a pavilion rental or permitted special event area shall be the responsibility of the event organizer to ensure safe and proper disposal of smoking and vapor-generating devices and litter.~~

The motion to amend carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

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

The main motion as amended carried by the following vote:

Yes: 4 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
No: 2 Teniade Broughton, Allison Patton

*(***PLEASE SEE COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS AT THE END OF THE MEETING FOR RECONSIDERATION OF THE VOTE ON THE MAIN MOTION AS AMENDED FOR PROPOSED ORDINANCE NO. 56-22***)*

27. [57-22 PROPOSED ORDINANCE NO. 57-22 - AMENDING SECTION 9-3-3 - RELATED TO ADDING JUNETEENTH AND PRESIDENTS' DAY TO THE OFFICIAL HOLIDAYS OBSERVED BY THE CITY](#)

Recommendation: That City Council approve Proposed Ordinance 57-22 on first reading:

AN ORDINANCE AMENDING SECTION 9-3-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ADDING JUNETEENTH AND PRESIDENTS' DAY TO THE OFFICIAL HOLIDAYS OBSERVED BY THE CITY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

The motion carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

REGULAR AGENDA (CONT'D.)

28. [22-01176](#) REHIRING OF YVETTE MCLELLAN AS COUNCIL STAFF WITH THE TITLE OF SPECIAL ASSISTANT TO THE COUNCIL EXECUTIVE.

Recommendation: That City Council approve the rehiring of Yvette McLellan as Council Staff with the title of Special Assistant to the Council Executive. Further, that upon her rehiring, that Ms. McLellan retain the same title, pay, benefits and classification as a newly hired SES II employee. Finally, that Ms. McLellan's starting date be January 2, 2023.

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

Council President Wiggins asked questions related to pensions with Human Resources Director Kirchharr responding accordingly. Discussion ensued among Council with Mayor Reeves also providing input. Council Executive Kraher also responded to questions.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

Yes: 5 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Allison Patton
No: 1 Teniade Broughton

COUNCIL EXECUTIVE'S REPORT

Council Executive Kraher advised Council of the following: 1) staff will contact and advise organizations of external boards of Council's appointments; 2) with the approval of 2023 meetings he will forward a schedule of deadlines for item submittal; 3) starting in January City Council's Agenda Conference and the Community Redevelopment Agency (CRA) Board Meetings will be held in Council Chambers instead of Hagler/Mason Conference Room; and 4) Happy Holidays and Happy New Year.

MAYOR'S COMMUNICATION

Mayor Reeves wished everyone Happy Holidays and Happy New Year, and thanked City staff for their work in transitioning the new administration.

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Council Member Bare thanked the Mayor and City staff for providing additional information and clarification of agenda items communicated to him between Monday's Agenda Conference and today's Council Meeting.

Council Member Patton referenced the final vote on Proposed Ordinance No. 56-22 amending Section 6-3-2 and that she misunderstood the vote was to approve the ordinance on first reading with the two amendments passed by Council. She made a motion to reconsider the final vote on the main motion as amended and Council Member Jones seconded.

The motion to reconsider carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

Revoting takes place.

The motion to approve on first reading Proposed Ordinance 56-22 as amended carried by the following vote:

Yes: 6 Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier,
 Teniade Broughton, Allison Patton
No: 0 None

Council Member Brahier made comments expressing gratitude on behalf of Scenic Heights Neighborhood Association for the installation of four-way stop signs at two (2) intersections on Langley Avenue along with other pedestrian safety enhancements.

Council Member Jones and Mayor Reeves made follow-up remarks.

Council President Wiggins also expressed gratitude for speed humps installed on West Jackson Street.

Council Member Bare commented on damage in Parker Circle from a vehicle accident has been repaired.

SECOND LEROY BOYD FORUM

Brian Wyer: Indicated he is in support of John McCorvey and his business on South Palafox *Casks and Flights* (discussed during the first LeRoy Boyd Forum). He also commended Police Chief Randall for stopping to assist his son when his vehicle was broken down in traffic.

Some follow-up discussion took place regarding staff working with Mr. McCorvey related to code enforcement issues.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 7:47 P.M.

Adopted: _____

Approved: _____
Delarian Wiggins, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00005

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

AWARD OF CONTRACT - BID #23-002 PORT OF PENSACOLA ASPHALT PAVING PROJECT

RECOMMENDATION:

That City Council award a contract for ITB #23-002 Port of Pensacola Asphalt Paving Project to C.W. Roberts Contracting Inc. of Pensacola, Florida, the lowest and most responsible bidder, with a base bid of \$254,000 plus a 10% contingency of \$25,400 for a total of \$279,400.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The asphalt paving project will remove, regrade, and replace the damaged subbase materials and then pave with new asphalt a section of the port roadway that was undermined by flooding during Hurricane Sally. This section of asphalt is the main route through the port and is heavily used by all port users daily.

PRIOR ACTION:

None

FUNDING:

Budget:	\$139,700.00	FDOT Grant FPN: 445548-1-94-03, Upland Cargo
		Improvement Initiative
	<u>\$139,700.00</u>	Port Fund
	\$279,400.00	

Actual:	\$254,000.00	Base Bid
	<u>\$ 25,400.00</u>	10% Contingency

\$279,400.00

FINANCIAL IMPACT:

The port has budgeted for this project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/23/2022

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Bid Tabulation, Bid No. 23-002
- 2) Final Vendor Reference List, Bid No. 23-002

PRESENTATION: No

TABULATION OF BIDS

BID NO: 23-002

TITLE: PORT OF PENSACOLA ASPHALT PAVING PROJECT

SUBMITTALS DUE: December 14, 2022, 2:30 P.M. DEPARTMENT: Port of Pensacola	CWR CONTRACTING, INC. Pensacola, FL	SITE & UTILITY, LLC Pensacola, FL	CHAVERS CONSTRUCTION, INC. Cantonment, FL	ROADS, INC. OF NWF Cantonment, FL
Base Bid	\$254,000.00	\$286,800.00	\$288,099.75	\$441,054.00
Pre-bid Attendance	Yes	Yes	No	No

Submittal Due Date: 12/14/22

Bid No.: 23-002

**FINAL VENDOR REFERENCE LIST
PORT OF PENSACOLA ASPHALT PAVING PROJECT
PORT**

Vendor	Name	Address	City	St	Zip Code	SMWBE
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
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
003350	ASPHALT SEALCOATING & SEALCOATING CO INC	3358 PURSELL LANE	PENSACOLA	FL	32526	
082843	B & P CONSTRUCTION OF NORTHWEST FL LLC	8819 FIGLAND AVE	PENSACOLA	FL	32534	
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
078639	C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
042045	CHIVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
070552	EMERALD COAST MILLING & SERV	7370 KACANAUGH RD	MILTON	FL	32570	Y
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
074076	GRAY SERVICE PAVERS CO INC	8121 LILLIAN HWY LOT 90	PENSACOLA	FL	32506	
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	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	
001597	HEATON BROTHERS CONSTR CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	
074292	INFRASTRUCTURE SPECIALTY SERVICES INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
084618	ISS AMERICA SOUTH INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
074545	LAM CONSTRUCTION LLC	2152 HORN ROAD	MILTON	FL	32570	Y
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	
060998	MIXON, ALBERT DBA QUALITY SHEETROCK & PAINTG CNTRCTRS LLC	116 SOUTH DONELSON STREET	PENSACOLA	FL	32502	Y
073522	MOORE BETTER CONTRACTORS, INC	1721 EAST CERVANTES STREET	PENSACOLA	FL	32501	Y
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
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	

Submittal Due Date: 12/14/22

Bid No.: 23-002

FINAL VENDOR REFERENCE LIST
PORT OF PENSACOLA ASPHALT PAVING PROJECT
PORT

Vendor	Name	Address	City	St	Zip Code	SMWBE
071623	REYCO CONTRACTING SOLUTIONS LLC	2172 W NINE MILE RD STE 198	PENSACOLA	FL	32534	Y
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	
062939	THREE TRADE CONSULTANTS	5690 JEFF ATES RD	MILTON	FL	32583	Y
032732	WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514	
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534	Y

Vendors: 41



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00021

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Delarian Wiggins

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$500 to Project Empower of Northwest Florida and \$500 to the Leadership Pensacola Class of 2023 from the City Council Discretionary Funds for District 7.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Project Empower of Northwest Florida is a grassroots effort in Northwest Florida striving to improve the lives of individuals with developmental and physical disabilities and their caregivers. They provide tools and training to individuals with disabilities and the community at large. Many of their clients are learning for the first time that they possess something that can contribute to society. Many times their skills allow them to become involved with job training and readiness via their Empowerment Center classes. These classes are for parents and caregivers of persons with disabilities to assist with service access, information, training and support. Additionally, they provide fitness classes for special needs adults and caregivers to allow the students to learn how to make life choices that will result in a healthier lifestyle. Funding will be used towards their Project Empower program.

Leadership Pensacola (LeaP), a program of the Pensacola Chamber Foundation, aims to develop a pool of qualified, highly motivated individuals. LeaP is designed to help emerging leaders acquire an understanding of the issues facing the Pensacola area and gain the leadership skills necessary to resolve them. Candidates sought come from a cross-section of the community - men and women from different political, career, educational, social and cultural backgrounds. The project identified by the Leadership Pensacola Class of 2023 is LeaP for Change. This initiatives focuses on providing food and other essential life necessities for the underserved communities within our own Pensacola community. To accomplish this mission, they have directly partnered with Feeding the Gulf Coast

and the Children’s Home Society: the Care Closet at C.A. Weis Elementary School. Their initiative aims to build, install and supply Feeding the Gulf Coast food pantries in Ebonwood, Wedgewood and Brownsville Community Centers. Additionally, they will design, construct and supply the Children’s Home Society hygiene closet at C.A. Weis Elementary School. These food pantries and hygiene closets will provide the community with access to nutritious non-perishable food, hygiene items and even education resources. Funding will be used towards their LeaP for Change project.

PRIOR ACTION:

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

FUNDING:

Budget:	\$10,347	Current Balance - FY 2023 District 7 Discretionary Funds
Actual:	\$ 500	Project Empower of Northwest Florida
	<u>500</u>	LeaP For Change Project
	<u>\$ 1,000</u>	

FINANCIAL IMPACT:

A balance of \$10,347 is currently within the District 7 Discretionary Fund Account in FY 2023. Upon approval by City Council, a balance of \$9,347 will remain in the FY 2023 District 7 Discretionary Fund Account.

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00050

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Charles Bare

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

RECOMMENDATION:

That City Council approve funding of \$1,000 to the Veteran's Memorial Park Foundation for the Military War Dog Memorial, \$500 to the Bream Fisherman's Association, \$500 to ARC Gateway and \$500 to the Ronald McDonald House Charities of Northwest Florida from the City Council Discretionary Funds for District 2.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Veteran's Memorial Park Foundation of Pensacola, Inc. provides stewardship for the Veteran's Memorial Park. The foundation board members use funds gathered through donations and grants to care for and maintain the park and monuments. Veteran's Memorial Park is dedicated to the memories of those who lost their lives or were wounded in the defense of this nation. It serves as a place of healing for people whose souls are forever injured by those memories. Since WWII, there have been tens of thousands of military dogs working side-by-side with American Warfighters defending freedom and democracy in every corner of the globe. The Military War Dog Memorial statue honors veterans who cannot speak for themselves. Funding will be used for costs associated with the monument.

The Bream Fisherman's Association is a well-known and highly respected organization which has assisted the city, county, state, and region as an environmental steward in protecting our northwest Florida and south Alabama waters for over 40 years. Loosely organized in the mid 1960's due to deteriorating water conditions in the region, they became a chartered non-profit organization in January 1970. The Bream Fisherman's Association supports, develops and implements programs which promote the conservation and recreational benefits of fishing, hunting, camping and related outdoor activities. Funding will be used for the general operation of the organization.

The ARC Gateway was founded in 1947 by a small group of dedicated parents who wanted their children to have every opportunity to learn and grow. They opened a one-room schoolhouse. In 1954, they appointed Mrs. Pearl Nelson their first president and became members of the state and national Associations for Retarded Children. Over time, the parents who began ARC saw their children’s needs change. They responded by developing new programs to provide developmentally disabled adults with opportunities to learn, grow and seek employment. The ARC Gateway continues to provide life changing programs and services for more than 1,200 children and adults with intellectual and developmental disabilities. Through various programs that promote independence, the ARC Gateway provides job training, residential support, skill development courses, basic education, community involvement activities and more. Funding will be used for the general operation of ARC Gateway.

The Ronald McDonald House Charities of Northwest Florida supports families of children with medical needs by giving them a place to call home. In 1981, Dr. Reed Bell, who was Director of Pediatric Services at Sacred Heart Children’s Hospital, initiated the quest to build a “Home-Away-From-Home” for families of hospitalized children. After making an inquiry through McDonald’s local agency, a feasibility study was conducted by the National Ronald House Advisory Board, with local McDonald’s restaurants and Sacred Heart Children’s Hospital making the commitment to support the project. Funding will be used for the general operation of the Ronald McDonald House.

PRIOR ACTION:

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

FUNDING:

Budget:	\$10,641	FY 2023 District 2 Discretionary Funds
Actual:	\$ 1,000	The Veteran’s Memorial Park Foundation - Military
	500	War Dog Memorial
	500	Bream Fisherman’s Association
	<u>500</u>	ARC Gateway
		Ronald McDonald House Charities of Northwest
		Florida
	<u>\$ 2,500</u>	

FINANCIAL IMPACT:

A balance of \$10,641 is currently within the District 2 Discretionary Fund Account in FY 2023. Upon approval by City Council, a balance of \$8,141 will remain in the FY 2023 District 2 Discretionary Fund Account.

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00052

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Allison Patton

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$300 to Opening Doors Northwest Florida to purchase items needed for the National Street and Shelter Point-In-Time Count Program from the City Council Discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Opening Doors Northwest Florida is a non-profit organization dedicated to ending homelessness in Escambia and Santa Rosa Counties. Their philosophy is to give hand ups and not handouts. They work to permanently change the lives of those who are living, or close to living, without a home because everyone deserves a safe place to sleep at night. The Point-In-Time (PIT) Count Program is a collaborative effort led by Opening Doors Northwest Florida to conduct a two-county census of people experiencing homelessness. An accurate PIT count helps bring in resources to both Escambia and Santa Rosa Counties to address homelessness and housing. During the period of January 24 - 26, 2023 teams will be going out to various locations across the two counties to help with the count.

PRIOR ACTION:

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

FUNDING:

Budget: \$ 4,922.68 FY 22 District 6 Discretionary Funds

10,700.00 FY 23 District 6 Discretionary Funds
\$15,622.68

Actual: \$ 300.00 Opening Doors Northwest Florida Point-In-Time Count

FINANCIAL IMPACT:

A balance of \$4,922.68 is currently within the District 6 Discretionary Fund Account in FY 2022 and \$10,700 within the District 6 Discretionary Fund Account in FY 2023 for a total available amount of \$15,622.68. Upon approval by City Council, a balance of \$4,622.68 will remain within that account in FY 2022 and \$10,700 will remain in the FY 2023 District 6 Discretionary Fund Account. The balance remaining in FY 2022 will be carried forward to FY 2023 on the Unencumbered Carryover Resolution to be brought before City Council at a future City Council Meeting.

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00022

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Delarian Wiggins

SUBJECT:

APPOINTMENT - BOARD OF TRUSTEES-FIREFIGHTERS' RELIEF AND PENSION FUND

RECOMMENDATION:

That City Council appoint one individual to the Board of Trustees-Firefighters' Relief and Pension Fund for a term of two years, expiring December 31, 2024.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This board oversees administration of the Firefighters' Pension Plan and investment of pension funds. The board is composed of five members. Two members are appointed by City Council, two members are elected by firemen, and one appointed by the other four members.

The following is an incumbent that wishes to be considered for reappointment:

<u>Nominee</u>	<u>Nominated by</u>
-----------------------	----------------------------

Veronica Dias	Incumbent
---------------	-----------

PRIOR ACTION:

City Council makes appointments to this board on an annual basis.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Application of Interest - Veronica Dias
- 3) Resume - Veronica Dias
- 4) Ballot

PRESENTATION: No

Board of Trustees - Firemen's Relief and Pension Fund

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Clark, III, Charles	Firefighter	elected by firefighters	0	2022	12/31/2023	4/13/2022	2	
Dias, Veronica	Investment Banker	Council	6	2022	12/31/2022	10/8/2009	2	
Good (Jr.), Charles E.	retired City Employee	other four members	0	2022	12/31/2022	8/12/2021	2	
Horton, Samuel A.	Retired	Council	16	2022	12/31/2023	12/18/1986	2	
Wilmoth, Jeff	Fire Lieutenant	elected by firefighters	1	2022	12/31/2020	5/22/2017	2	

Term Length: TWO YEAR TERMS

COMPOSED OF FIVE MEMBERS OF WHICH TWO ARE APPOINTED BY THE CITY COUNCIL. COUNCIL APPOINTEES MUST BE CITY RESIDENT; NO QUALIFICATIONS.

From: noreply@civicplus.com
Sent: Tuesday, January 10, 2023 11:28 AM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Application for Boards, Authorities, and Commissions - City Council Appointment

This application will be utilized in considering you for appointment to a City Council board, authority, or commission. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk.

It is necessary to contact a member of Council to obtain a nomination in order to be placed on the ballot for consideration. Please go to cityofpensacola.com/council for Council Member contact information. If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Veronica Dias
Home Address	1227 E Jackson St Pensacola, FL 32501
Business Address	<i>Field not completed.</i>
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850723-8402
Email Address	veronicadias9599@gmail.com
Upload Resume (optional)	Veronica_Resume for City of Pensacola 2020.docx

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? *Field not completed.*

If yes, how long have you been a City resident? 22 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Fire Pension Board of Trustees

Please list the reasons for your interest in this position: to continue to serve

Do you currently serve on a board? Yes

If yes, which board(s)? Fire Pension Board of Trustees

Do you currently hold a public office? No

If so, what office? *Field not completed.*

Would you be willing to resign your current office for the appointment you now seek? N/A

(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender Female

Race Hispanic-American

Physically Disabled No

(Section Break)

Acknowledgement of Terms I accept these terms.

Email not displaying correctly? [View it in your browser.](#)

Veronica H. Dias

1227 E. Jackson St. Pensacola, FL 32501 | Phone: (850)-723-8402 | E-Mail: veronicadias9599@gmail.com

Experience

Renasant Bank | 501 Commendencia Street Pensacola, FL | **March 2019 to Present**

■ **Commercial Relationship Manager, Senior Vice President**

- Responsible for production and monitoring portfolio of commercial and investment real estate loans
- Call on existing and prospective clients to service accounts and prospect for new business development in loans and deposits

CenterState Bank | 4920 Bayou Blvd Pensacola, FL | **February 2016 to March 2019**

■ **Commercial Relationship Manager, Senior Vice President**

- Responsible for production and monitoring portfolio of commercial and investment real estate loans
- Call on existing and prospective clients to service accounts and prospect for new business development in loans and deposits

Wells Fargo Bank, NA | 21 W Garden St Pensacola, FL | **August 2013 to February 2016**

■ **Senior Relationship Manager, Vice President**

- Acquire, manage and grow profitable account relationships with business customers that have annual gross sales of generally more than \$2MM and less than \$20MM in Escambia and Santa Rosa Counties
- Ensure the overall success & growth of portfolio by deepening relationships of existing customers and through the acquisition of new customers
- Proactively manage existing customers in order to fully understand their businesses, goals, strategies and challenges. Accurately assess their financial needs for the purpose of formulating a business plan to deliver an effective variety of financial products and services in order to help the customer succeed financially
- Performed financial analysis and underwriting in the areas of credit, cash flow and collateral
- Partnered with other bankers and other lines of business to deliver the full range of products and services

Coastal Bank & Trust of FL | 400 W Garden St Pensacola, FL | **April 2005 to July 2013**

■ **Senior Commercial Banker, Vice President**

- Responsible for management of \$100MM loan portfolio comprised of commercial & commercial real estate clients. Originated and monitored commercial real estate construction loans
- Called on existing and prospective clients to service accounts and prospect for new business development
- Managed lenders to provide support in training, coaching and approving loans.
- Joined an established sales team then individually grew portfolio to over \$50MM within the first year. Maintained a zero past due month-end ratio for the majority of tenure with a portfolio of minimal exceptions

SunTrust Bank | 220 West Garden Street, Pensacola, FL | **July 1996, returned 2001 to March 2005**

■ **Commercial Real Estate Lender – CRE Market Leader, Vice President**

- Led creation of commercial real estate department calling on builders and developers across Baldwin, Escambia, Santa Rosa, Okaloosa and Walton Counties and grew the portfolio to over \$55 million
- Managed department's production, portfolio maintenance and employee management
- Successfully completed STI(SunTrust Institute) University's Commercial Real Estate School

- Commercial & Industrial Lender, Vice President
 - Inherited a portfolio of over \$70 million composed of retail and C&I loans and responsible for organizing, updating, renewing and properly placing loans into the appropriate departments
 - Responsible for managing calling efforts to develop new loan and deposit business including treasury management products, and referrals to other area of the bank incl. SunTrust Robinson Humphrey for swaps, Trust & Investments, Private Banking
- Credit Manager Commercial & Industrial Department
 - Underwrote larger and more complicated commercial loans
 - Delegated, reviewed and monitored credit underwriting department (Pensacola to Panama City)
 - Hired, trained management associates and directed their rotations throughout various bank departments
 - Effected an improved internal loan review by improving quality and quantity of annual reviews that had been delinquent for years
 - Graduated SunTrust University’s Management Associate and Credit Training Program. Trained by shadowing in retail operations, treasury management, loan operations and spent 6 months in SunTrust’s formal credit training in Orlando, FL

AmSouth Bank | 70 N Baylen St Pensacola, FL |

November 1999 to 2001

- Commercial & Industrial Senior Underwriter/Manager and Junior Lender
 - Supervised and coordinated commercial credit effort for region from Pensacola to Panama City including managing and training underwriters with various backgrounds and capacities
 - Monitored status of C&I portfolio i.e. receipt of client financial statements, credit servicing & underwriting quality, overdrafts
 - First “set of eyes” for all credit packages, make credit, relationship and market recommendations
 - Called on existing customers to service accounts ensuring maintenance of credit files as well as ensuring all client financial needs were met. Prospected for new business development as time allowed.

Credit Suisse First Boston | 55 E 52nd St, New York, NY |

October 1988 to June 1995

- Research Associate – Latin American Emerging Markets Equity Research
 - Successfully completed rigorous two-year management analyst training program
 - Forecasted earnings and performed stock valuation based on historical balance sheet and income statements, in-depth knowledge of industry drivers and communication with companies analyzed
 - Wrote research reports on publicly traded companies regarding macro-economic trends, quarterly earnings and other events with financial implications; published industry studies and quarterly market review updates.
 - Presented position on stocks (i.e. buy, sell, hold) to internal sales force and to institutional investors
- Research Assistant- Integrated Domestic Oils and International Oil Sectors
 - Provided analytical, statistical and administrative support to analysts
 - Monitored industry trends by researching, creating and maintaining programs tracking historical data

Education

Fordham University, Graduate School of Business Administration-completed 1st semester of MBA

Marymount College of Fordham University, BA International Business, French Minor – 1988

Pensacola Catholic High School - 1984

Skills

Series 7 & 63 Registered Representative(license expired)

Fluent in Spanish & Portuguese Languages. Functional use of French.

Other-Volunteer & Community Involvement – Rotary International Member- Five Flags Rotary, Current Board Member: **City of Pensacola Board of Trustees Fireman’s Relief and Pension Fund Trustee(2009 to present)**; Pensacola Mess Hall(Chairman of the Board,) NWFL NAIOP Board Member (commercial real estate and development association.) Past Board Member: Pensacola Little Theatre, Pace Center for Girls, Pensacola Opera Women & Business Board, **City of Pensacola Planning Board (2007-2009)**, Escambia County Affordable Housing Advisory Committee. Volunteer: Pensacola Springfest, Gulf Coast Kids House, United Way, Dallas Texan Futbol Club; Participant-Leadership Pensacola Class of 2005, Escambia County Take Stock in Children Mentor.

Ballot – Board of Trustees – Firefighters’ Relief and Pension Fund

January 19, 2023

Two year term expiring December 31, 2024

Member

_____ Veronica Dias

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00038

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

FIRST AMENDMENT TO FLORIDA PUBLIC UTILITIES COMPANY GAS TRANSPORTATION SERVICE AGREEMENT

RECOMMENDATION:

That City Council approve the First Amendment to Florida Public Utilities Company Gas Transportation Service Agreement between the City of Pensacola and Florida Public Utilities (FPU). Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this First Amendment to Florida Public Utilities Company Gas Transportation Service Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In September 2016, Pensacola Energy entered into an agreement with Chesapeake Utilities Corporation d/b/a Florida Public Utilities (FPU) for the construction of the Pensacola Lateral pipeline and Citygate #3. In 2018, construction was completed and FPU began serving Pensacola Energy with natural gas as a secondary supplier.

The purpose of this Amendment is to provide for a second delivery point for natural gas to reinforce Pensacola Energy's natural gas distribution system serving the north end of Escambia County. FPU plans to construct a Citygate near Champion Drive and connect to Pensacola Energy's existing natural gas main. The term of the original agreement will be extended to 25 years beginning with the in-service date of the new delivery point.

PRIOR ACTION:

None.

FUNDING:

Budget: \$176,800
Actual: \$176,800

FINANCIAL IMPACT:

Gas costs are recovered through the Purchased Gas Adjustment (PGA) component of the gas rate structure.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/29/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Darryl Singleton, Interim Pensacola Energy Director

ATTACHMENTS:

- 1) First Amendment To FPU Transportation Service Agreement

PRESENTATION: No

**FIRST AMENDMENT TO
FLORIDA PUBLIC UTILITIES COMPANY
GAS TRANSPORTATION SERVICE AGREEMENT**

This First Amendment to Gas Transportation Service Agreement (“Amendment No. 1”) is made and entered into this ___ day of _____, 20__, by and between Florida Division of Chesapeake Utilities Corporation d/b/a Florida Public Utilities Company, a corporation of the state of Florida (herein called “Company” or “FPU”) and City of Pensacola, Florida d/b/a Pensacola Energy, a municipal corporation created and existing under the laws of the State of Florida (herein called “Shipper” or “Pensacola Energy” and jointly with Company called “Parties”) to amend certain provisions of the Gas Transportation Service Agreement dated September 16, 2016 between Company and Shipper.

WITNESSETH

WHEREAS, Company and Shipper are parties to that certain Gas Transportation Service Agreement dated as of September 16, 2016 (the “Agreement”), pursuant to which Company provides Shipper with firm transportation service in Escambia County, Florida; and

WHEREAS, the Parties desire to amend the Agreement to change the Monthly Reservation Charge, to extend the term, and to include a new Delivery Point and Point of Delivery to the inlet side of the new Point of Delivery at sixty (60) pounds per square inch gauge consistent with the Parties’ expanded project in Escambia County;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Company and Shipper do covenant and agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.
2. Article I Definitions of the Agreement is hereby amended as follows:

The term “CUC Delivery Point” is hereby stricken and replaced with the term “FPU Delivery Point,” which means the point(s) of physical interconnection between FPU and Pensacola Energy listed in First Revised Exhibit A or any revisions thereto.

The term “CUC Receipt Point” is hereby stricken and replaced with the term “FPU Receipt Point,” which means the point of physical interconnection between FGT and FPU listed in First Revised Exhibit A or any revisions thereto.

“Governmental Authority” means any governmental body, agency or official having jurisdiction over this Agreement and the transportation of Gas hereunder.

**FIRST AMENDMENT TO
FLORIDA PUBLIC UTILITIES COMPANY
GAS TRANSPORTATION SERVICE AGREEMENT**

“Second In-Service Date” means the date that Company has commenced commercial operations of the new Point of Delivery and that construction has been completed and that the Point of Delivery meter station has been inspected and tested as required by applicable law.

3. Article II Pressure Section 2.3 of the Agreement is hereby stricken and replaced with the following:

Gas delivered by Shipper to the meter at the FPU Receipt Point(s) specified in Exhibit A shall be delivered to the inlet side of the point of receipt at the same pressure as the Shipper's own Gas is delivered by Transporter to the inlet side of the Receipt Point meter. Gas redelivered by FPU to the Point(s) of Delivery shall be redelivered by FPU to the inlet side of the meter at the Point(s) of Delivery at a minimum pressure as set forth in Exhibit A.

4. Section 5.1 Effective Date and Term is hereby stricken and replaced with the following:

Subject to all other provisions, conditions, and limitations hereof, this Agreement shall be effective upon its date of execution by both parties and shall continue in full force and effect for a period of twenty-five (25) years from the Second In-Service Date. Thereafter, the Agreement shall be extended on a year-to-year basis unless terminated by either party, with at least one hundred and eighty (180) days written notice to the other party prior to the applicable termination date.

5. Exhibit A to the Agreement is hereby superseded and replaced by First Revised Exhibit A attached to this Amendment No. 1.

6. Exhibit B to the Agreement is hereby superseded and replaced by First Revised Exhibit B attached to this Amendment No. 1.

The Parties agree to execute and file with the FPSC a petition for approval of this Amendment No. 1 within thirty (30) days of execution by both Parties.

Except as modified by this Amendment No. 1, the Agreement shall continue in full force and effect.

**FIRST AMENDMENT TO
FLORIDA PUBLIC UTILITIES COMPANY
GAS TRANSPORTATION SERVICE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly authorized officers or representatives effective as of the date first written above.

COMPANY:
Florida Public Utilities Company

SHIPPER:
THE CITY OF PENSACOLA,
doing business as Pensacola
Energy, a Municipal
Corporation

By: _____

Mayor, D.C. Reeves

Title: _____

City Clerk

Date: _____

Approved as to Substance:

Pensacola Energy Director

Legal in form and valid as drawn:

City Attorney

**FIRST AMENDMENT TO
FLORIDA PUBLIC UTILITIES COMPANY
GAS TRANSPORTATION SERVICE AGREEMENT**

**FIRST REVISED EXHIBIT A TO
FIRM TRANSPORTATION SERVICE AGREEMENT
BETWEEN
FLORIDA PUBLIC UTILITIES COMPANY
AND
CITY OF PENSACOLA**

Description of FPU Receipt Point(s)	Description of FPU Delivery Point(s)	MDQ (Dekatherms)	MDTQ (Dekatherms)	MHTP (Dekatherms)
FPU-FGT Interconnection in Escambia County Florida	FPU – Pensacola Interconnection in Escambia County Florida And New Delivery Point Near the intersection of Champion Dr and US 29	28,500	28,500 plus the Fuel Retention Percentage	1,197*

Description of FPU Delivery Point(s)	Minimum Pressure
FPU – Pensacola Interconnection in Escambia County Florida	215 psi
New Delivery Point Near the intersection of Champion Dr and US 29	60 psi

* In the event Shipper's upstream firm transportation agreement with Transporter specifies the FPU Receipt Point(s) as a primary delivery point, the MHTP under this Agreement shall be increased to the extent the hourly flow rates permitted by FGT under Shipper's firm transportation agreement and Transporter's Tariff exceed the MHTP specified above if hourly deliveries in excess of 4.2% can be provided without detriment to services required by FPU's other similarly situated Firm customers.

Fuel Retention Percentage:

Year 1 (beginning with the In-Service Date) through Year 5 – 0%

Year 6 forward - 0.1% of the Gas received by FPU for the account of Shipper at the FPU Receipt Point, which FPU shall retain at no cost to FPU to cover lost and unaccounted for Gas between the FPU Receipt Point(s) and FPU Delivery Point(s)

Monthly Reservation Charge:

\$0.237 per Dekatherm x days in month x MDQ

Usage 2 Charge:

\$0.257 per Dekatherm

**FIRST AMENDMENT TO
FLORIDA PUBLIC UTILITIES COMPANY
GAS TRANSPORTATION SERVICE AGREEMENT**

**FIRST REVISED EXHIBIT B TO
FIRM TRANSPORTATION SERVICE AGREEMENT
BETWEEN
FLORIDA PUBLIC UTILITIES COMPANY
AND
CITY OF PENSACOLA**

SHIPPER'S TERMINATION PURCHASE OPTION

TERMINATION YEAR	PURCHASE OPTION AMOUNT		
	Original Assets	New Assets	Total
1	\$22,479,343		\$22,479,343
2	\$21,959,903		\$21,959,903
3	\$21,440,463		\$21,440,463
4	\$20,921,024		\$20,921,024
5	\$20,401,584		\$20,401,584
6	\$19,882,144	\$1,146,213	\$21,028,357
7	\$19,362,704	\$1,121,296	\$20,484,000
8	\$18,843,264	\$1,096,378	\$19,939,642
9	\$18,323,825	\$1,071,460	\$19,395,285
10	\$17,804,385	\$1,046,543	\$18,850,928
11	\$17,284,945	\$1,021,625	\$18,306,570
12	\$16,765,505	\$996,707	\$17,762,212
13	\$16,246,065	\$971,790	\$17,217,855
14	\$15,726,626	\$946,872	\$16,673,498
15	\$15,207,186	\$921,954	\$16,129,140
16	\$14,687,746	\$897,036	\$15,584,782
17	\$14,168,306	\$872,119	\$15,040,425
18	\$13,648,866	\$847,201	\$14,496,067
19	\$13,129,427	\$822,283	\$13,951,710
20	\$12,609,987	\$797,366	\$13,407,353
21	\$12,090,547	\$772,448	\$12,862,995
22	\$11,571,107	\$747,530	\$12,318,637
23	\$11,051,667	\$722,613	\$11,774,280
24	\$10,532,228	\$697,695	\$11,229,923
25	\$10,012,788	\$672,777	\$10,685,565

Year 1 begins with the In-Service Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00030

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SITE LEASE AND NATURAL GAS SUPPLY AGREEMENT WITH EMERALD COAST UTILITIES AUTHORITY

RECOMMENDATION:

That City Council approve the Site Lease and Natural Gas Supply Agreement between the City of Pensacola and Emerald Coast Utilities Authority (ECUA). Further, that City Council authorize the Mayor to take actions necessary to execute and administer this Site Lease and Natural Gas Supply Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In November 2011, City Council approved a 10 year Site Lease and Natural Gas Supply Agreement with ECUA setting the terms for Pensacola Energy to construct and operate a CNG fueling and refueling station at 6672 Pine Forest Road. Once operational, ECUA began monthly payments to cover the construction costs of the station, as specified in Amendment No. 1 to the Agreement, of which payment was completed at the end of the 10 year agreement. The new agreement is for a term ending July 31, 2024 at which time it is anticipated that a new lease will be brought before Council to include a second station with term ending in 2024. Both parties desire to continue with Pensacola Energy maintaining and operating the station for the purpose of selling compressed natural gas (CNG) to ECUA at the dispenser and for Pensacola Energy to continue the lease of the public fueling station in order to sell CNG to the public and to provide backup fueling for both Pensacola Energy and City of Pensacola Sanitation Services and Fleet Management.

Pensacola Energy will pay a flat monthly rate of \$1700, calculated as the percent of the public site estimated electrical costs, plus continue routine maintenance of the site. ECUA will pay a gasoline gallon equivalent (GGE) rate for their consumption.

PRIOR ACTION:

None.

FUNDING:

Budget: \$189,100

Actual: \$114,800

FINANCIAL IMPACT:

Funding is budgeted annually for routine maintenance of the CNG stations. Sufficient funds are available in the Gas Utility Fund's Fiscal Year 2023 Budget to cover the flat rate monthly charge.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/7/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Darryl Singleton, Interim Pensacola Energy Director

ATTACHMENTS:

- 1) Site Lease and Natural Gas Supply Agreement

PRESENTATION: No

SITE LEASE AND NATURAL GAS SUPPLY AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2022, by and between the EMERALD COAST UTILITIES AUTHORITY, an independent special district created by the Laws of Florida (hereinafter "ECUA"), with administrative offices located at 9255 Sturdevant street, Pensacola, Florida 32514, and the CITY OF PENSACOLA, FLORIDA, a municipal corporation of the State of Florida which does business as Pensacola Energy (hereinafter "PE"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502 (collectively hereinafter the "Parties").

WITNESSETH:

WHEREAS, ECUA has allowed PE to construct and operate a compressed natural gas (hereinafter "CNG") fueling and refueling station as further described herein at 6672 Pine Forest Road, Pensacola, Florida 32526 (hereinafter the "Site"); and

WHEREAS, PE desires to extend the existing lease of the public portion of the Site (hereinafter the "Public Site") and retain ownership of the public fueling station equipment (hereinafter the "Public Fueling Station") for the purpose of continuing public sales.

WHEREAS, ECUA desires for PE to continue to operate the ECUA refueling station (hereinafter the "Refueling Station") and to continue to purchase CNG from PE and refill ECUA vehicles with CNG at a predetermined formula as further specified herein throughout the term of this Agreement; and

WHEREAS, PE would continue to offer CNG fueling services at the Public Site to entities other than ECUA as provided for herein;

NOW THEREFORE, in consideration of payments herein reserved to be paid by the Parties, and in consideration of the covenants herein to be kept and performed by the Parties, ECUA does hereby lease and demise unto PE the Public Site and authorize PE to operate the Refueling Station equipment under the following terms and conditions:

1. The recitals set forth in the preamble to this Agreement are true and correct and are incorporated in this Agreement as fully as if set forth herein.

2. Term. This Agreement shall commence upon execution of this Agreement by both Parties and shall expire July 31, 2024. Upon expiration of this Agreement, and absent a subsequent agreement or extension, PE shall vacate the Public Site and the Public Fueling Station shall become ECUA property.

3. Public Facilities to be Included. The Public Fueling Station which includes a canopy, fast fill dispensers, related Fuel Master Software and a card reader management system.

4. Public Facilities Operation. The Public Fueling Station shall be maintained for operations and operated by PE or PE's designee so that both ECUA and third parties may fuel vehicles at the Public Site throughout the term of this Agreement.

5. Consideration.

a.) In return for PE's ownership of the Public Fueling Station, PE will continue to provide a discounted transportation fuel rate of \$1.99 (versus the current ordinance amount of \$2.73) in the rate calculation; an incentive provided for ECUA to continue to convert the fleet to CNG.

b.) PE will continue to operate and provide preventative maintenance of the Refueling Station. ECUA may pay to PE a monthly Transportation Charge to include large maintenance or major component replacements for the equipment yard or time fill area which will be determined and agreed to by the Parties in writing. If full payment or early payment is made, the Transportation Charge would no longer be assessed monthly.

c.) ECUA shall pay to PE for all CNG obtained by ECUA from PE at a rate calculated as follows (hereinafter "Fuel Payment"):

The Fuel Payment will be based on the monthly NYMEX Commodity Index Price of natural gas (including fuel compression charge) per thousand cubic feet (Mcf) plus a discounted transportation fuel rate of \$1.99 plus 10% as it equates to the gasoline gallon equivalent (GGE).¹

¹ By way of explanation, the monthly calculation for the Fuel Payment is as follows: the current Commodity Index Price including fuel compression charge for one Mcf of natural gas + \$1.99 = subtotal, then ÷ 8.093 (GGE) + 10% per gallon rate for CNG. Thus, if the current Commodity Index Price including fuel compression charge is \$4.25 per Mcf, then the computation would be as follows:

$$\$4.25 + \$1.99 = \$6.24$$

$$\$6.24 \div 8.093 = \$0.7710$$

$$\$0.7710 \times 1.10 = \$0.848 \text{ per GGE of CNG.}$$

This \$0.848 per GGE charge would then be multiplied by the volume of CNG received (in GGE), with the total being rounded to the nearest cent.

However, upon mutual agreement of the Parties, the Fuel Payment may be changed so as to be based upon an annual or quarterly index price.

ECUA will remit Fuel Payment to PE monthly, within thirty (30) days of PE's monthly billing to ECUA for such CNG.

d.) Additionally, in return for PE's use of the Public Site in order to distribute CNG at the Public Site to third parties, PE will reimburse ECUA a flat rate of \$1,700.00 per month as shown on Exhibit A calculated as a portion of the electric costs.

e.) If this Agreement is terminated because of ECUA's breach of this Agreement, ECUA shall remain liable to PE for any balance of the Transportation Charge calculated for the remaining full term of the Agreement. All monthly payments made by ECUA to PE as required herein shall be applied to and credited toward the total amount owed to PE by ECUA.

6. Pump Calibration. All pumps dispensing CNG at the facility will be calibrated according to industry best practices.

7. Billing Disputes. In the event either Party disputes any portion of any bill or payment, then that Party shall have the right, upon written notice to the other Party, to withhold payment of the disputed portion of the statement for up to fourteen (14) business days. If the Parties are unable to resolve the dispute within that time, the Party allegedly owing payment shall pay the disputed portion of the statement into an escrow account until the dispute is resolved.

8. Force Majeure. Force majeure circumstances may arise which may render PE unable to perform the services herein described. It is therefore understood and agreed by the Parties hereto that in the event of a failure, curtailment or interruption of such supply or in the event of shortage or interruption of gas due to an event of force majeure, such as an act of God, the elements, labor troubles, fires, accidents, breakage, necessary repairs, or other causes of contingencies beyond PE's control, PE cannot and does not guarantee a constant supply of gas and it shall not be held liable in damages or otherwise for any such interruption or curtailment of supply or services. However, redundant fueling sites are available at the ECUA Site at 3320 Copter Road, Pensacola, FL or City Garage, 2759 N. Palafox St, Pensacola, FL at the same prices identified in subparagraph 5(c), above.

9. Use of the Site. PE shall use the Site for operating the Public Fueling Station and the Refueling Station to service the needs of ECUA, PE, and third parties. ECUA shall give

ingress and egress to PE or PE's authorized representatives for the purpose of operating and maintaining the Public Fueling Station and the CNG Refueling equipment. PE shall obtain all licenses in order to conduct that business and shall comply with all laws, statutes, ordinances, orders, rules, regulations, and requirements.

10. Repairs and Maintenance at the Site. All preventative repairs and routine maintenance to the Refueling Station and Public Fueling Station equipment shall be at PE's sole cost and expense, unless such repairs are necessitated by an act or omission of ECUA or ECUA employees, agents, contractors, and/or invitees, or any person claiming through or under ECUA, in which circumstance repairs shall be at ECUA's sole expense. Provided, however, that repairs necessitated by third party customers at the Site shall not be ECUA's responsibility. If ECUA shall be obligated to repair or restore the Site, ECUA shall commence such repair or restoration within ninety (90) days after such obligations shall occur, and in a manner and to a condition at least equal to that which existed prior to damage or destruction. Prior to commencing repairs, ECUA shall obtain written PE approval for the specific repairs, which shall not be unreasonably withheld. If ECUA fails to commence repairs as of the time required, PE may in PE's sole discretion, repair the Site, and ECUA shall reimburse PE for any cost or expense incurred by PE for repair or replacement of any item under ECUA's obligation. In the event of such failure to repair by ECUA, ECUA shall remain obligated to make all ECUA payments pursuant to Section 5 of this Agreement.

In the event that the repairs to the Site are PE's responsibility, PE shall commence such repair or restoration within ninety (90) days after the event/damage necessitating the repairs occurs, and shall repair and restore the Site in a manner and to a condition at least equal to that which existed prior to damage or destruction.

Indemnification. PE and ECUA agree to indemnify each other to the extent and only to the extent of the limits set forth in 768.28(5), F.S. and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's or employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, PE and ECUA do not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by 768.28(9), F.S.

11. Assignment. The rights of the Parties under this Agreement are not assignable.

12. Events of Default. The occurrence of any one or more of the following events is deemed an "Event of Default":

a) If ECUA defaults in the due and punctual payment of the Transportation Fee, or other sum payable by ECUA, as and when due and payable in accordance with the Agreement provisions, and such default continues for more than five (5) days after written notice of default from PE.

b) If either Party defaults in the due performance or observance of any covenant or condition of this Agreement, and the default continues for more than fifteen (15) days after written notice of default from the other Party.

c) Either Party petitions for bankruptcy or reorganization or admits inability to pay debts, has receiver or trustee, is reorganized, dissolved, or involved in bankruptcy proceedings, or otherwise invokes protections under insolvency laws.

18. Quiet Enjoyment. PE will peaceably and quietly hold and enjoy the Public Site for the demised term without hindrance or interruption by ECUA or any other person or persons lawfully or equitably claiming by, through or under ECUA.

19. Accord and Satisfaction. No payment of the Transportation Fee received by PE of a lesser amount than stipulated to in this Agreement shall be deemed to be other than on account of the earliest stipulated fee. Nor shall any endorsement or statement on any check or letter accompanying any payment received by PE be deemed an accord and satisfaction.

20. Waiver. Any waiver by either Party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

21. Amendment and Modification. Any amendments or modification to this Agreement must be in writing and executed by both Parties.

22. Governing Law and Venue. This Agreement is governed by the laws of the State of Florida, and the Parties stipulate venue for any matter which is the subject of this Agreement shall be in Escambia County, Florida.

23. Entirety of Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the Parties and supersedes all prior written and verbal agreements, representations, promises, or understandings between the Parties.

24. Severability. If any provision of this Agreement is found to be invalid or unenforceable with the respect to either Party, the remainder of this Agreement or the application of such provisions to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. Survival. Any other provisions of this Agreement to the contrary notwithstanding, the provisions of Paragraph 11 shall survive the expiration or termination of this Agreement.

26. Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given or filed with a Party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

To ECUA: Executive Director
 Emerald Coast Utilities Authority
 9255 Sturdevant Street
 Pensacola, Florida 32514

To PE: Pensacola Energy Director
 Pensacola Energy
 1625 Atwood Drive
 Pensacola, Florida 32514

The addresses to which any notice, demand, direction, or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the Parties, which change shall be effective immediately or such other time as provided in the notice. Until notice of a change of address is received, a Party may rely upon the last address received.

29. Relationship of Parties. Nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or of any association whatsoever between ECUA and PE.

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

31. Recording. This Agreement shall be recorded by PE in the official records of the Escambia County Clerk of the Court.

32. Good Faith. All duties and obligations under this Agreement, and all attempts to enforce rights under this Agreement shall be governed by reasonable commercial standards of good faith.

33. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

**EMERALD COAST UTILITIES
AUTHORITY**

CITY OF PENSACOLA, FLORIDA

J. Bruce Woody
Executive Director

Mayor, D.C. Reeves

Attest:

Attest:

Secretary

City Clerk, Ericka L. Burnett

Witness:

Approved as to Substance:

Department Director

Legal in form and execution:

City Attorney

EXHIBIT A

ALLOCATION OF ELECTRICAL COSTS

Pine Forest			
2021-2022	Total GGE for Site	Sales at Dispenser	% Public Sales
Sep	73,667	13,600	
Oct	70,164	13,152	
Nov	66,523	11,405	
Dec	70,442	11,520	
Jan	66,530	13,290	
Feb	60,115	10,437	
Mar	75,548	13,977	
Apr	70,174	12,689	
May	72,833	13,091	
Jun	77,079	14,817	
Jul	71,513	14,341	
Aug	78,761	15,454	
	853,348	157,772	18.5%
2021-2022	Electrical Costs	@ 18.5%	
Sep	\$6,530.63		
Oct	\$6,180.49		
Nov	\$6,151.37		
Dec	\$6,230.51		
Jan	\$8,309.31		
Feb	\$7,835.55		
Mar	\$7,959.49		
Apr	\$8,413.28		
May	\$8,120.01		
Jun	\$8,532.47		
Jul	\$8,309.81		
Aug	\$8,443.58		
	\$91,016.50	\$16,838	
Public Fueling Station portion of total electrical costs =			\$1,700



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00014

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

CONSENT TO MAYOR'S APPOINTMENT OF DARRYL SINGLETON, DIRECTOR OF PENSACOLA ENERGY

RECOMMENDATION:

That City Council consent to the Mayor's appointment of Darryl Singleton to the position of Director of Pensacola Energy.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Upon the retirement of Don Suarez as Director of Pensacola Energy on September 30, 2022, former Mayor Grover Robinson, IV appointed Darryl Singleton to serve as Interim Director of Pensacola Energy to allow then Mayor-elect Reeves an opportunity to determine how and when to make a permanent appointment.

Mayor Reeves has named Mr. Singleton as his selection to serve as Director of Pensacola Energy and makes that appointment effective Monday, January 23, 2023, contingent upon City Council consent as required by City Charter, Section 4/01 (7).

Mr. Singleton began his career with the City of Pensacola on February 5, 1996 as an Administrative Officer I in Pensacola Energy's engineering department. He was promoted to Administrative Officer II on October 1, 1999, and took on responsibility for Pensacola Energy's Supervisory Control and Data Acquisition system (SCADA).

On February 5, 2001, he was promoted to Senior Administrative Officer II and began managing the utility's natural gas measurement department. Darryl was then promoted to Administrative Officer III on October 1, 2002. In this position, he continued to manage natural gas measurement and acquired the additional duties of supervising the residential natural gas meter installation and repair department.

On February 5, 2011, he was named Pensacola Energy's Technology Manager and was assigned to manage implementation of the new Automated Meter Reading System. On May 5, 2012, Darryl was promoted to the position of Area Manager and assumed responsibility for all of Pensacola Energy's

field operations. On March 20, 2015, he was again promoted. This time to the position of Gas Operations Superintendent with oversight of Pensacola Energy's marketing department being added to his duties. Finally, on April 4, 2022, Darryl was promoted to the position of Deputy Director of Pensacola Energy serving directly under Mr. Suarez until his retirement on September 30, 2022.

Darryl holds a Bachelor of Science in Management Information Systems from the University of West Florida, and in 2022 he successfully completed the Studer Community Institute Level 3 Leadership Program. He currently serves as Vice President of the Florida Municipal Natural Gas Association, is a member of the Florida National Gas Association Board of Directors, and is a committee member of the American Public Gas Association.

PRIOR ACTION:

None

FUNDING:

\$ N/A

FINANCIAL IMPACT:

Per the City's Human Resources Policies, as interim department director, Darryl is currently compensated at the department director level. That salary is budgeted and the permanent appointment will not result in any change to the compensation budget for that position.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/28/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator

ATTACHMENTS:

- 1) Darryl Singleton Resume

PRESENTATION: No

Darryl Singleton

**Pensacola Energy Interim
Director**

Office: 850.473.6940

Cell: [REDACTED]

Email: Dsingleton@cityofpensacola.com

Address: [REDACTED]

SUMMARY

I have spent the past 26 years working in and managing all the departments at Pensacola Energy. I have developed strong professional relationships with state regulators, natural gas suppliers and vendors. My goal is to provide the citizens of the City of Pensacola and Escambia County a safe and economical source of energy.

WORK EXPERIENCE

Interim Director October 2022 – Present

Manage all Pensacola Energy Operations

Deputy Director April 2022 – October 2022

Managed all Pensacola Energy Operations under Director's guidance

Gas Operations Superintendent March 2015 – April 2022

Managed all Field and Marketing Department Operations

Area Manager May 2012 – March 2015

Managed all Field Operations

Technology Manager February 2011 – May 2012

Project Manager for Automated Meter Reading system installation / Implementation

Administrative Officer 3 October 2002 – February 2011

Add management of residential natural gas meter installation and repair department

Senior Administrative Officer 2 February 2001 – October 2002

Managed natural gas industrial / commercial measurement department

Administrative Officer 2 October 1999 – February 2001

Managed Supervisory Control and Data Acquisition system

Administrative Officer 1 February 1996 – October 1999

Analyze engineering information for system upgrades and repairs

EDUCATION

University of West Florida

Bachelor's of Science Management / Management Information Systems

Studer Community Institute

Leadership Certification Level 3

PROFESSIONAL ORGANIZATIONS

Vice President Florida Municipal Natural Gas Association

Board of Directors Florida Natural Gas Association

Committee Member American Public Gas Association



Memorandum

File #: 23-00019

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

QUASI-JUDICIAL HEARING - REQUEST FOR A CONDITIONAL USE PERMIT - UNITY CHURCH OF CHRISTIANITY - 716 NORTH 9TH AVENUE

RECOMMENDATION:

That City Council conduct a Quasi-Judicial Hearing on January 19, 2023 to consider the request for a Conditional Use Permit to convert the existing structure at 716 North 9th Avenue into an event and meeting facility.

HEARING REQUIRED: Quasi-Judicial

SUMMARY:

Unity Church of Christianity of Pensacola, Inc. is requesting a Conditional Use Permit to allow for the adaptive reuse of the existing church structure at 716 N 9th Avenue. The purpose of the conditional use is to convert the existing church structure into an event and meeting facility.

The subject property is located in the R-1AA, medium-density zoning district. The purpose of the district is to provide a mixture of one and two-family dwellings. Recognizing that for the most part these zoning districts are located in older areas of the city, the zoning regulations are intended to promote infill development which is in character with the density, intensity and scale of the existing neighborhood.

The following summarizes where conditional uses are allowed, and the standards for approval:

Sec. 12-3-107. Conditional use Permits:

(b) Applicability

- (1) Any proposed development or redevelopment of property within the R-1AAA, R-1AA, R-1A, R-ZL, R-2A, R-2, HR-1, HR-2, PR-1AAA, PR-2 and PC-1 zoning districts may apply for conditional uses listed under the zoning regulations for the district.
- (2) Vacant public, semi-public, institutional, church or historically significant structures within the R-1AA, R-1A, R-ZL, R-2A and R-2 zoning districts.

(d) *Standards for approval.* A conditional use may be approved by the city council only upon

determination that the application and evidence presented clearly indicate that all of the following standards have been met:

- (1) The proposed use shall be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map or regulation adopted by the city council.
- (2) The proposed use will not adversely affect the public health, safety or welfare.
- (3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses.
- (4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection.
- (5) The proposed use will not create undue traffic congestion.
- (6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment.

On December 13, 2022, the Planning Board reviewed the request and voted 6:0 to recommend approval of the Conditional Use Permit.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/13/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning & Zoning Manager

ATTACHMENTS:

- 1) Unity Church of Christianity Conditional Use Application
- 2) Planning Board Minutes December 13 2022 DRAFT

3) Sec. 12-3-107. Conditional Use Permit

PRESENTATION: No



City of Pensacola
America's First Settlement
And Most Historic City

CONDITIONAL USE

Fee: \$2,000.00
Rehearing/Rescheduling Planning Board: \$100.00
Rehearing/Rescheduling City Council: \$250.00

Applicant Information:

Name: Jamie Sanders
Address: 716 N 9th Ave, Pensacola, FL 32501
Phone: 850-438-2277 Fax: _____ Email: unity@unityofpensacola.org

Property Information:

Owner Name: Unity Church of Christianity of Pensacola, Inc Phone: 251-597-9497
Location/Address: 716 N 9th Ave, Pensacola, FL 32501
Parcel ID: 0 0 _ 0 S _ 0 0 _ 9 0 2 5 _ 0 0 1 _ 0 8 2
Square Feet/Acres: 0.5574

Legal Description: Please attach a full legal description (from deed or survey)
Purpose of conditional use: This property has been occupied as a church since 1906.
Church to be used as event and meeting facility.

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

Jamie Sanders _____ 11-2-23
Signature of Applicant Date
(Owner of Property or Official Representative of Owner)

FOR OFFICE USE ONLY

Zone: _____ District: _____ Date Received: _____
Case Number: _____ Date Postcards mailed: _____
Planning Board Date: _____ Recommendation: _____
Council Date: _____ Council Action: _____

JACKSON STREET 70' R/W
(PUBLIC)

NINTH AVENUE 70' R/W
(PUBLIC)

LA RUA STREET 80' R/W
(PUBLIC)

A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS

STREET ADDRESS: 716 North Ninth Avenue

LEGAL DESCRIPTION:

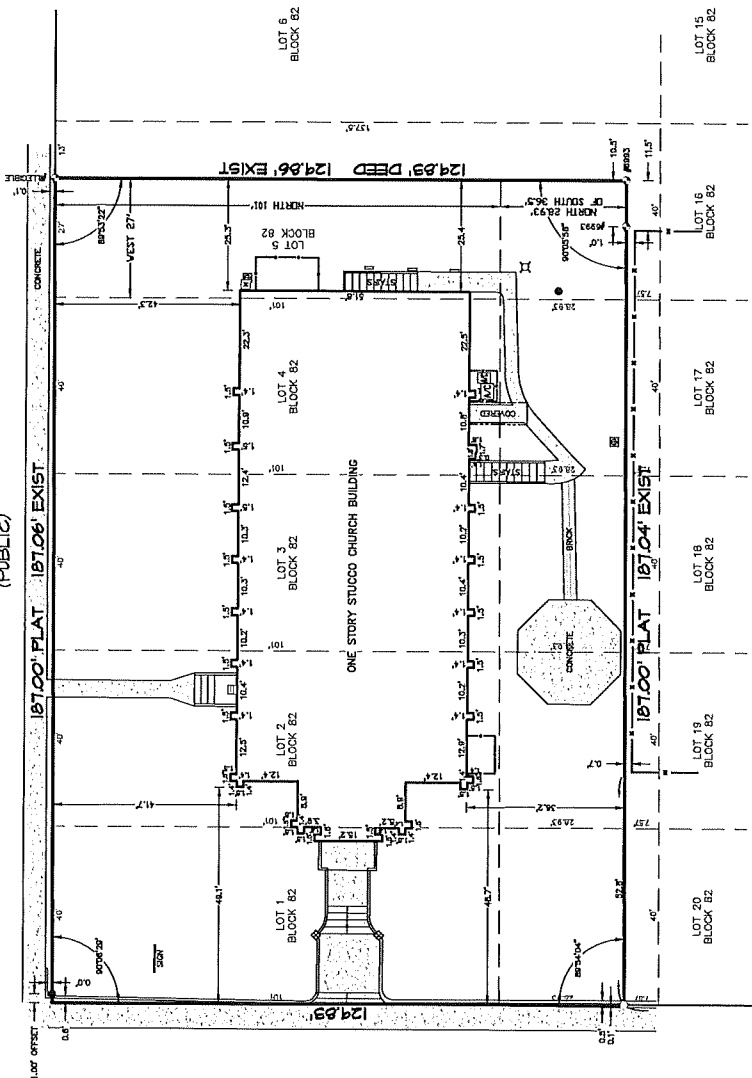
The North 28.49 feet of the South 96.5 feet of Lots 1 to 4, inclusive and the North 28.49 feet of the south 96.5 feet of the West 27.00 feet of Lot 5, Block 82, New City Tract, according to the map of the city of Pensacola, Escambia County, Florida, by Thomas C. Matson, copyrighted in 1906.
The North 101 feet of Lots 1 through 4, inclusive, and the West 27 feet of Lot 5, Block 82, New City Tract, according to the map of the city of Pensacola, Escambia County, Florida, by Thomas C. Matson, copyrighted in 1906.

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This survey does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Sub-surface improvements, if any, not located.

LEGEND:

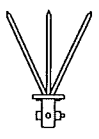
- R/W Right of way
- 1/2" Capped iron rod set #1078
- 1/2" Capped iron rod found
- PK PK Nail and disk found #6183
- Hole in concrete
- Wood fence
- Chain link fence



NORTH
SCALE 1" = 20'

NOT VALID SEAL AND SIGNATURE	
SHEET 1	OF 1
FILE NO. 1755-2	
JOB NO. 1755-22	
SCALE OF SURVEY 1"=50.00'	
DATE OF PLAT 11-1-2022	
DATE OF REVISION 11-1-2022	
FB 1755	PC 50-60
PC	PC
ENCROACHMENTS	
Drawn By	PNL
Checked By	DDG

Bearing Reference: N A
Elevation Reference: _____
I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5D-17.050, 5D-17.051 and 5D-17.052, pursuant to Section 472.027 Florida Statutes.
Walter J. Glaze
PSM #5605
David D. Glaze
PSM #5605
This survey is valid only if it contains the original seal and original signature of the signing surveyor.



PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone: (850) 434-6666 Fax: (850) 434-6661
Email: pgsurvey@bellsouth.net



MINUTES OF THE PLANNING BOARD
December 13, 2022

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

MEMBERS ABSENT: Board Member Powell

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

STAFF VIRTUAL: Development Services Director Morris

OTHERS PRESENT: Michael Carro, Clint Geci

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from November 8, 2022
- **New Business:**
- Conditional Use Permit Application – 716 N. 9th Avenue, Unity Church – District 6
- Preliminary Plat Main Street Crossing Townhomes – District 7
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Paul Ritz called the meeting to order at 2:01 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Vice Chairperson Larson made a motion to approve the November 8, 2022 minutes, seconded by Board Member Villegas, and it carried 6:0.

New Business –

Conditional Use Permit Application – 716 N. 9th Avenue – Unity Church- District 6

Planning & Zoning Manager, Cannon introduced the item and stated that Jamie Sanders with Unity Church is requesting to change the existing use from a church to an events center. Michael Carro, SVN | Southland Commercial, represented the applicant. Chairperson Ritz stated that the structure is on the natural register of historic places. Chairperson Ritz asked what the parking requirements were. Planning & Zoning Manager Cannon answered the structure is in the Urban Core Community Redevelopment Area which makes it eligible for reduced parking requirements. The event center would be compared to a restaurant and restaurants are allowed a 100% parking reduction in the Urban Overlay District. Board Member Grundhoefer inquired about the adjacent zoning. Assistant Planning & Zoning Manager Harding replied that it was all relatively commercial zoning. Representative Michael Carro gave a background of the building and stated that the building will remain intact since it's in excellent condition. Board Member Villegas inquired where the overflow parking would be. Michael Carro stated there are twenty-eight (28) spaces behind the church, thirty (30) spaces in an adjacent vacant field, and twenty (20) on street spaces available. Michael Carro listed other event centers downtown such as 511 Palafox and The Wharf at 617 S Palafox Street that have zero parking. Board Member Grundhoefer wanted to know if the church would be running the event center, Michael Carro stated a new investment group would be running the event center. Board Member Grundhoefer inquired if they could later change the use to a restaurant. Planning & Zoning Manager, Cannon answered that would not be allowed by right and stated that a change of use from the event center to anything else would require a new conditional use application that would again proceed through both the Planning Board and City Council for consideration. Planning & Zoning Manager, Cannon read into the record the standards for approval found in Sec. 12-3-107 – Conditional Use, that the Planning Board must consider for approval:

- (d) *Standards for approval.* A conditional use may be approved by the city council only upon determination that the application and evidence presented clearly indicate that all of the following standards have been met:
 - (1) The proposed use shall be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map or regulation adopted by the city council.
 - (2) The proposed use will not adversely affect the public health, safety or welfare.
 - (3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses.
 - (4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection.
 - (5) The proposed use will not create undue traffic congestion.
 - (6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment.

Chairperson Ritz stated that he believed that based on their discussion today that the six criteria for approval had been met. Planning & Zoning Manager, Cannon stated this item would go before City Council on January 19th. **Board Member Villegas made a motion to approve, seconded by Board Member Sampson and it carried 6:0.**

Request for Preliminary Plat Approval – Main Street Crossings Townhomes – 555 S. G Street – District 7

Planning & Zoning Manager, Cannon introduced the item in which one parcel will be subdivided into thirty-two (32) lots to accommodate townhomes. Assistant Planning & Zoning Manager Harding confirmed this parcel is in the CRA Urban Design Overlay District. Chairperson Ritz mentioned that the parking is interior to the project so there are no driveways or parking lots along the main street. Chairperson Ritz stated the current warehouse has been there for a long time and due for an update. Assistant Planning & Zoning Manager Harding informed the Board that it has gone through the historic demolition review and did receive approval. Clint Geci the representative recapped their plans for the property. Board Member Grundhoefer inquired about the easement, Clint Geci stated the 20ft easement is not a requirement, but they wanted to give extra space for the utilities and improvements. Clint Geci stated they have a non-access easement to prevent people from parking on a small portion of the property. Chairperson Ritz stated this is a preliminary plat so it will come back before the board for final plat approval. **Board Member Grundhoefer made a motion to approve, seconded by Board Member Villegas and it carried 6:0.**

Open Forum – none

Discussion – Proposed Amendment to The Land Development Code Sec. 12-3-60 (2) – Boathouses, Piers and Docks, All Residential Zones

Planning & Zoning Manager, Cannon explained Christian Wagley's background and community involvement and added that Mr. Wagley is affiliated with Healthy Gulf, 350 Pensacola and also serves on the mayor's transition team. Planning & Zoning Manager, Cannon stated that discussions were ongoing regarding updating the city's Land Development Code. Cannon added that the public notification process for LDC amendments brought forward by members of the public may be reviewed at that time. Planning & Zoning Manager, Cannon then read the email from Christian Wagley seen below.

Dear Planning Board members:

I hope you all are well. I do want to send along some brief comments on the proposal to increase the allowed height for boathouses on city waterways. A few thoughts:

--any notion that higher boathouse heights will be an environmental improvement for light access to seagrass seems to be inaccurate.

--when I spoke with the reviewer at the FL Dept. of Environmental Protection who looks at docks and boathouses, she told me that they generally do not consider boathouse height but rather the height of docks above the water. They require new docks to be placed higher above the water surface to allow more light to reach the bottom (to support seagrass) and to reduce damages from storm surges;

--The main issue here appears to be one of aesthetics, as the city's waterways have an inherent natural beauty that must be protected. Taller boathouses will create a larger visual barrier that will block waterfront residents and visitors, as well as waterway users, from clearer and more scenic views of our waterways. Taller boathouses will add to, and not detract from, visual clutter along our waterways.

--It is important to note that there are no private property rights related to the issue of boathouse height, as the property in question is submerged lands owned in trust by the State of FL and managed in the public interest.

I oppose any increase in building heights for boathouses and believe that it is in the best interest of Pensacola residents and visitors to maintain the existing height limits in the city's land development code.

Thank you for considering my comments.

Christian Wagley
801 East Larua St.
(850) 687-9968

Board Member Sampson wanted to know if John Loftis had provided any pictures or videos, Planning & Zoning Manager, Cannon stated she had not received any. Board Member Sampson stated she had done some research and that the preservation of the grass beds that provide a home and feeding ground for sea creatures is a factor to be considered versus aesthetics. Board Member Grundhoefer spoke to Sean O'toole an Ecological Consultant with Biome Consulting Group, and he felt if boat docks are allowed to go from 15 feet to 25 feet it would prevent more sunlight to the grass beds. Board Member Villegas stated the height change would not create a safer environment and protect the elements we are concerned with protecting. Board Member Van Hoose inquired as to who exactly wants the change to boat house height and if Bayou Texar residents were polled. Chairperson Ritz stated this was brought before the board by Loftis Marine and that he would suggest no poll was taken. Board Member Villegas stated the premise for which John Loftis came before the board was to streamline the code with other jurisdictions. The board members had a discussion regarding the number of letters that were provided to support the request of John Loftis. Board Member Van Hoose inquired if this would be just for Bayou Texar. Planning & Zoning Manager, Cannon answered it would be City wide and cover all the water ways. Board Member Van Hoose stated she spoke to three Bayou Texar property owners that are against this request. Board Member Grundhoefer stated that he too had spoken with Texar property owners and that they were against the request as well. Grundhoefer still feels this should be done as a variance and a case-by-case basis and not city wide. The Board had a discussion with City Attorney

Lindsay as to what their options were going forward with this discussion item since they were likely to deny the request if it became an action item. City Attorney Lindsay stated that the board could vote to remove this discussion item from the agenda if there was consensus to deny it if in fact it were to become an action item. **Board Member Villegas made a motion to decline that this be brought back as a discussion point, seconded by Vice Chairperson Larson and it carried 6:0.**

Discussion –

Board Member Grundhoefer asked if there were any updates on items that previously went before the board and if they were approved by council. A discussion began about agenda items the board members voted on such as Grove Park Final Plat. Board Member Grundhoefer stated it would be great if they could receive feedback based on how the Council Members vote on items that are sent before them. Chairperson Ritz stated he appreciated that the council members read the Planning Board deliberations.

Adjournment – With no further business, the Board adjourned at 2:48 p.m.

Respectfully Submitted,

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

Sec. 12-3-107. Conditional use permit.

- (a) *Authorization and purpose.* The city council may, under the prescribed standards and procedures contained herein, authorize the construction of any use that is expressly permitted as a conditional use in a particular zoning district; however, the city reserves full authority to deny any request for a conditional use permit or to impose reasonable conditions on the use. Provisions for a conditional use permit are intended to establish a process for submitting a site plan for specific uses that require further review by the planning board and city council to assess the impacts of the proposed use on the surrounding neighborhood.
- (b) *Applicability.*
- (1) Conditional uses listed under zoning district regulations, or in this section for a specific land use type. Any proposed development or redevelopment of property within the R-1AAA, R-1AA, R-1A, R-ZL, R-2A, R-2, HR-1, HR-2, PR-1AAA, PR-2 and PC-1 zoning districts may apply for conditional uses listed under the zoning regulations for the district.
 - (2) Vacant public, semi-public, institutional, church or historically significant structures within the R-1AA, R-1A, R-ZL, R-2A and R-2 zoning districts. To allow for adaptive reuse of vacant public, semi-public, institutional, church or historically significant structure within the R-1AA, R-1A, R-ZL, R-2A and R-2 zoning districts which, by nature of its size, structural layout, site layout or other unique features, could not feasibly be redeveloped for adaptive reuse under existing zoning regulations, a conditional use permit may be granted. Redevelopment of an existing building may occur within its existing footprint or may be expanded subject to compliance with the lot coverage, intensity and height standards for the applicable zoning district. Existing buildings that exceed 45 feet may be redeveloped within the existing building envelope height; buildings that are less than 45 feet in height may not be expanded to exceed 45 feet in height. The following uses or combinations of uses shall be eligible to apply for a conditional use permit:
 - a. Any type of residential development at a maximum density of 35 units per gross acre, dormitories.
 - b. Child care facilities, nursing homes, rest homes, convalescent homes.
 - c. Studios, with no outside storage or work permitted.
 - d. Banks, office buildings.
 - e. Restaurants.
 - f. Retail food and drugstores; personal service shops; clothing and fabric stores; home furnishing stores, hardware and appliance stores; specialty shops; pastry shops; floral shops.
 - g. Fitness centers, martial arts studios.
 - h. Laundry and dry-cleaning pick-up stations.
 - (3) Mobile restaurant facilities may be permitted on private property having frontage on South Palafox Place in the area located between the southern right-of-way line of Main Street and Pensacola Bay. Mobile restaurant facilities shall only be permitted as an accessory use to an adjacent existing and operational restaurant subject to the following conditions:
 - a. Mobile restaurant units will be permanently fixed to the ground (the attachments can be removed in the event the mobile restaurant needs to be moved due to lease termination or declaration of emergency).
 - b. Storage areas and mechanical equipment shall be screened from view.
 - c. Mobile restaurant units shall be connected to the sewer system and utilize a grease trap.

-
- d. Mobile restaurant units shall have permanent restrooms provided for customers via the adjacent principal restaurant use.
 - e. Mobile restaurant development sites shall provide one customer seat per linear foot of mobile unit on site.
 - f. In addition to minimum landscaping requirements, mobile restaurant development sites shall provide both hardscape and landscape details with sufficient quality of design to create a formalized outdoor plaza environment. This shall be accomplished through the incorporation of grated tree wells for the planting of shade and canopy trees within outdoor seating areas. Outdoor seating areas shall be constructed with a minimum of 40 percent decorative architectural pavers comprising the overall seating area.
 - g. Each individual mobile restaurant unit shall have a water source located within 30 feet behind the structure.
 - h. Mobile restaurant units shall be allowed one menu attached to the facade not to exceed 16 square feet and one identifying sign not to exceed 25 square feet.
 - i. There will be a maximum of four mobile restaurant units per development site. If a mobile restaurant development site has more than one mobile restaurant unit on the parcel then all mobile restaurant units will be of a consistent design, size, and color. Mobile restaurant units and associated developments shall comply with the regulations and reflect the character of the district in which they are located. Accent features to distinguish unique culinary concepts are encouraged.
 - j. Mobile restaurant units shall not occupy more than 25 percent of the overall development site area.
 - k. Underground utilities shall be required for each mobile restaurant unit. Generators are not permitted with the exception of during the course of emergencies and power outages.
 - l. A designated screened dumpster area shall be located within 500 feet of a mobile restaurant unit.
- (c) *Requirements.* Applicants for a conditional use must submit development plans in accordance with section 12-3-120. The conditional use development plan shall meet all design standards as required by section 12-3-121 and is encouraged to meet all design guidelines established in the same section. A building permit shall not be issued for a conditional use until the city council has approved the final development plan.
- (d) *Standards for approval.* A conditional use may be approved by the city council only upon determination that the application and evidence presented clearly indicate that all of the following standards have been met:
- (1) The proposed use shall be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map or regulation adopted by the city council.
 - (2) The proposed use will not adversely affect the public health, safety or welfare.
 - (3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses.
 - (4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection.
 - (5) The proposed use will not create undue traffic congestion.
 - (6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment.

-
- (e) *Conditions.* The city council may prescribe appropriate conditions and restrictions upon the property benefitted by the conditional use approval as may be necessary to comply with the standards set out in subsection (d) of this section, to reduce or minimize any potentially injurious effect of such conditional use upon the property in the neighborhood, and to carry out the general purpose and intent of these regulations. Failure to comply with any such condition or restriction imposed by the city council shall constitute a violation of these regulations. Those conditional uses that the city council approves subject to conditions, shall have specified by the city council the time allotted to satisfy such conditions. In approving any conditional use, the city council may:
- (1) Limit or otherwise designate the following: the manner in which the use is conducted; the height, size or location of a building or other structure; the number, size, location, height or lighting of signs; the location and intensity of outdoor lighting or require its shielding.
 - (2) Establish special or more stringent buffer, yard or other open space requirements.
 - (3) Designate the size, number, location or nature of vehicle access points.
 - (4) Require berming, screening, landscaping or similar methods to protect adjacent or nearby property and designate standards for installation or maintenance of the facility.
 - (5) Designate the size, height, location or materials for a fence or wall.
 - (6) Specify the period of time for which such approval is valid for the commencement of construction of the proposed conditional use. The city council may, upon written request, grant extensions to such time allotments not exceeding six months each without notice or hearing.

(Code 1986, § 12-2-78; Ord. No. 33-95, § 8, 8-10-1995; Ord. No. 6-02, §§ 1, 2, 1-24-2002; Ord. No. 05-12, § 1, 4-12-2012; Ord. No. 29-16, § 1, 10-13-2016)



Memorandum

File #: 23-00026

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

APPROVAL OF AMENDED AND RESTATED LEASE AGREEMENT MALCOLM YONGE GYMNASIUM - 900 EAST JACKSON STREET

RECOMMENDATION:

That City Council approve the Amended and Restated Lease Agreement between the City of Pensacola and the Lighthouse Private Christian Academy, Inc. for the Malcolm Yonge Gymnasium at 900 East Jackson Street. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this Amendment, consistent with the terms and of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola and the Lighthouse Private Christian Academy, Inc., entered into a lease agreement for the Malcolm Yonge Gymnasium located at 900 East Jackson Street recorded March 2, 2022.

The amended and restated lease agreement Lighthouse Private Christian Academy, Inc., will correct and clarify the description of the leased property by replacing Exhibit A and adding Exhibit A-1. The lease agreement had erroneously included a section of the adjoining property that is owned by Unity Church of Christianity of Pensacola, Florida, Inc. All other terms and conditions of the original lease remain in full force and effect.

PRIOR ACTION:

January 20, 2022 - City Council approved Lease - Lighthouse Private Christian Academy, Inc., for the Malcolm Yonge Gymnasium - 900 East Jackson Street.

FUNDING:

N/A

FINANCIAL IMPACT:

Lighthouse Private Christian Academy, Inc., shall pay lease payments of \$100.00 annually for duration of lease.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/6/2023

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Amended and Restated Lease Agreement of Malcolm Yonge Gymnasium
- 2) Map Location - 2022 Block 82
- 3) 221223_Ex A_Overall
- 4) 221223_Ex A_Overall with aerial
- 5) 221223_Ex A-1_Lots 5 & 6
- 6) 221223_Ex A-1_Lots 7-14
- 7) 221223_Ex A-1_Lots 15-16

PRESENTATION: No

AMENDED AND RESTATED LEASE AGREEMENT
MALCOLM YONGE GYMNASIUM

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the "Lease") is made and entered into to be effective as of the ___ day of _____ 2023, by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the "City" or "Lessor") and the Lighthouse Private Christian Academy Inc. (the "Lessee"), a Florida not-for-profit corporation whose principal offices are located at 5613 Gulf Breeze Parkway, Gulf Breeze, Florida 32563.

WHEREAS, the City and the Lessee entered into a Lease Agreement (the "Original Lease") on March 2, 2022, recorded at OR 1505/642-657; and

WHEREAS, in order to correct and clarify the description of the leased property by replacing Exhibit A and adding Exhibit A-1, the parties intend by this Agreement to amend the existing lease agreement and restate the Agreement herein by this Amended and Restated Lease Agreement, the execution of which shall supersede and take effect in place of the existing provisions of the Original;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by the City and the Lessee that the Original Lease, as amended, shall be amended and fully restated by the following, superseding agreement:

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 900 East Jackson Street, more particularly described on Exhibits A and A-1 attached hereto and incorporated by reference and known as the Malcolm Yonge Gymnasium (the "Property"). Lessee intends to use the Property for school functions such as basketball and volleyball practices and games, physical education classes, and other school recreational and educational activities.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall be for a period of twenty (20) years commencing on the date and year first above written.

4. RENEWAL

Upon written request of the Lessee, this lease may be extended for an additional ten (10) year renewal period beyond its initial term. Lessee must notify the Lessor at least six (6) months prior to the expiration of the initial term and the expiration of any subsequent renewals. Renewal of this lease will not be unreasonably withheld by the Lessor.

5. TERMINATION FOR CONVENIENCE

Lessor may terminate this Lease Agreement for convenience at any time upon providing Lessee with written notice of its intent to terminate the Lease delivered three-hundred and sixty-five (365) calendar days in advance of the effective date of termination.

6. LEASE PAYMENTS

Lessee shall pay to the City lease payments of one-hundred dollars (\$100) annually for the duration of the lease. Lessee can also pay for the year at one time in a lump sum.

Lessee shall pay twenty-five thousand dollars (\$25,000) annually each year in capital improvements and/or repairs to the Property. Capital repairs shall not exceed the twenty-five thousand dollars (\$25,000) each year but can carry over into the next year for capital repairs that exceed the minimum twenty-five thousand dollars (\$25,000) each year. Lessee shall provide all receipts of repairs by December 31, each year.

A. Triple Net Lease

The parties agree that this is a triple net lease, and that the Lessee is responsible for all expenses such as general maintenance expenses (including landscaping), insurance, utilities, and any applicable taxes.

7. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Paragraph 1, and any other uses must be approved by the City. Lessee also agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property for other City-sponsored recreational programs, such as summer basketball camps, summer volleyball camps, senior pickle ball and senior volleyball.

8. CONDITIONS OF USE

The Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee agrees to provide the following information to the City's Parks and Recreation Department:

- A list of all staff, coaches, assistant coaches, referees, volunteers, and board members, and update with any changes as they occur throughout the term of the Lease.
- Provide upon request a recent copy of the Level 1 background screening results on all of the above listed persons per F.S. 943.0438.
- A copy of Lighthouse Private Christian Academy's constitution, by-laws, and

- standard operating procedures
- Notification within 12 hours of any accident or incident involving medical, ambulatory staff or public safety personnel and a copy of any incident report.
 - Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and tournaments of Lighthouse and any governing sanction body of the applicable sport.

9. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

10. CONSTRUCTIONS AND TITLE TO IMPROVEMENTS

In the event Lessee proposes to make any substantial change in or to the improvements erected on the Property, such changes shall require Lessor's written approval which shall not be unreasonably withheld. Lessor shall furnish written approval or disapproval of such proposed changes within sixty (60) days of submission of said changes by Lessee.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that their lease payment contributions are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to Buildings and Improvements that are on and shall be placed upon the Property by Lessee shall vest to the Lessor upon the expiration or termination of this lease. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

11. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension hereof, Lessee shall permit the representatives of Lessor access to the Property at all reasonable times deemed necessary for inspection. An inspection shall occur at least once per year by a representative of the City to document improvements and the condition of the property.

12. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- A. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- B. That the Lessee will maintain the exterior appearance (including landscaping) suitable to the area and the Property's uses.

- C. That the Lessee shall maintain the interior of the Property in good working order and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use.
- D. That the Lessee shall be solely responsible for all internal and external maintenance of the structure, all janitorial services required, and landscape maintenance of the Property and its improvements.

13. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

14. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use and have the quiet enjoyment of the Property for its intended use, that Lessor has the right to enter into this Lease, and Lessee's possession will be superior to the assertions of third parties claiming title superior to Lessor (including lien claims).

15. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from any and all claims, suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Exhibit B during the term of this Lease or any renewal or extension hereof.

16. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Exhibit B during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Exhibit B during the term of this Lease or any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

17. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- A. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.
- B. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. AD VALOREM TAXES AND UTILITIES

Lessee shall pay any and all ad valorem taxes, or other taxes that may be levied against the Property, commencing as of the effective date hereof. Lessee shall pay all utilities for the Property.

19. WASTE

Lessee shall maintain the Property in a good, safe, and substantial condition and shall use all reasonable precaution to prevent waste, damage, or injury to the Property.

20. DAMAGE

Lessee shall repair, replace, and maintain the Property in a good, safe, and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the Property. In the event of damage to or destruction of any improvements hereafter constructed on the Property by fire, windstorm, water, or any other cause whatsoever, Lessee shall, within a reasonable time, repair or rebuild such structures so as to place the same in as good and tenable

condition as they were before the event causing such damage or destruction; failure to do so shall constitute a breach of this Lease.

21. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- A. If Lessee shall desert or vacate the Property;
- B. If default shall be made by Lessee in the payment of the Lease payments as specified in this Lease;
- C. If Lessee shall file a petition of bankruptcy, or make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or take advantage of any insolvency act.
- D. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- E. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall notify Lessee of any such default and of Lessor's intention to declare this Lease terminated which notice Lessor shall make in writing. Unless Lessee shall have removed or cured the default within ten (10) days if a monetary default or to maintain insurance as required by this Agreement or within thirty (30) days if a nonmonetary default, from the date of Lessor's notice of intention to declare the Lease terminated, this Lease shall come to an end as if the date established by notice from Lessor to Lessee, Lessor's agent or attorney shall have the right, without further notice or demand, to re-enter and remove Lessee and Lessee's property from the Property without being deemed guilty of any trespass.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect. The receipt by Lessor of rent, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

22. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
c/o City Administrator

City Hall
222 West Main Street
Pensacola, Florida 32502

Lessee: Lighthouse Private Christian Academy, Inc.
Attn: President
625 North 9th Avenue
Pensacola, Florida 32501

23. PROVISIONS BINDING

The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, including sublessees, and, their successors, respectively.

24. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

25. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

26. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

27. ENTIRE AGREEMENT

This instrument constitutes in the entire agreement between Lessor and Lessee on the subject of this Lease, and all prior to contemporaneous oral or written agreements, or representation of any nature with reference to the subject matter of this Lease are canceled and superseded by the provisions of this Lease.

28. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

29. TIME OF THE ESSENCE

Time is of the essence of each and every provision, covenant and condition of this Lease on the part of Lessor and Lessee to be done and performed.

30. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

31. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

32. ASSIGNMENT

Lessee shall not assign this Lease without prior written approval by Lessor.

33. SUBLETTING

Lessee may not sublet any portions of the Property without prior written approval from Lessor.

EXECUTED in multiple original copies to be effective as of the day and year first above written.

CITY OF PENSACOLA
A municipal corporation, Lessor

By: _____
DC Reeves
Mayor

Attest:

Ericka L. Burnett, City Clerk

Witnesses:

Signature

Print

Signature

Print

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by DC Reeves, the Mayor of the City of Pensacola, a municipal corporation, for and on behalf of the City, and who is personally known to me.

GIVEN under my hand and official seal this _____ day of _____, 2023.

NOTARY PUBLIC

Name

[Type or print Name]
My Commission Expires:

Legal in form and valid as drawn:

City Attorney's Office

Lighthouse Private Christian Academy, Inc.

Attest:

By: *Joanna Johannes*
Joanna Johannes, President

Secretary

Witnesses:

Carol A. Wakeling
Signature

CAROL WAKELING
Print

Colin Morris
Signature

COLIN MORRIS
Print

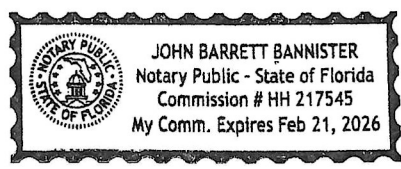
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of December, 2023, by the President of Lighthouse Private Christian Academy Inc., a Florida not for profit corporation, for and on behalf of the corporation and who is personally known to me or has produced FLDL as identification.

GIVEN under my hand and official seal this 27th day of December, 2023.

NOTARY PUBLIC

John Barrett Bannister
Name



John Barrett Bannister
[Type or print Name]
My Commission Expires:

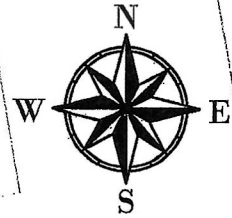
EXHIBIT A

A parcel of land in Escambia County, Florida being more particularly described as follows:

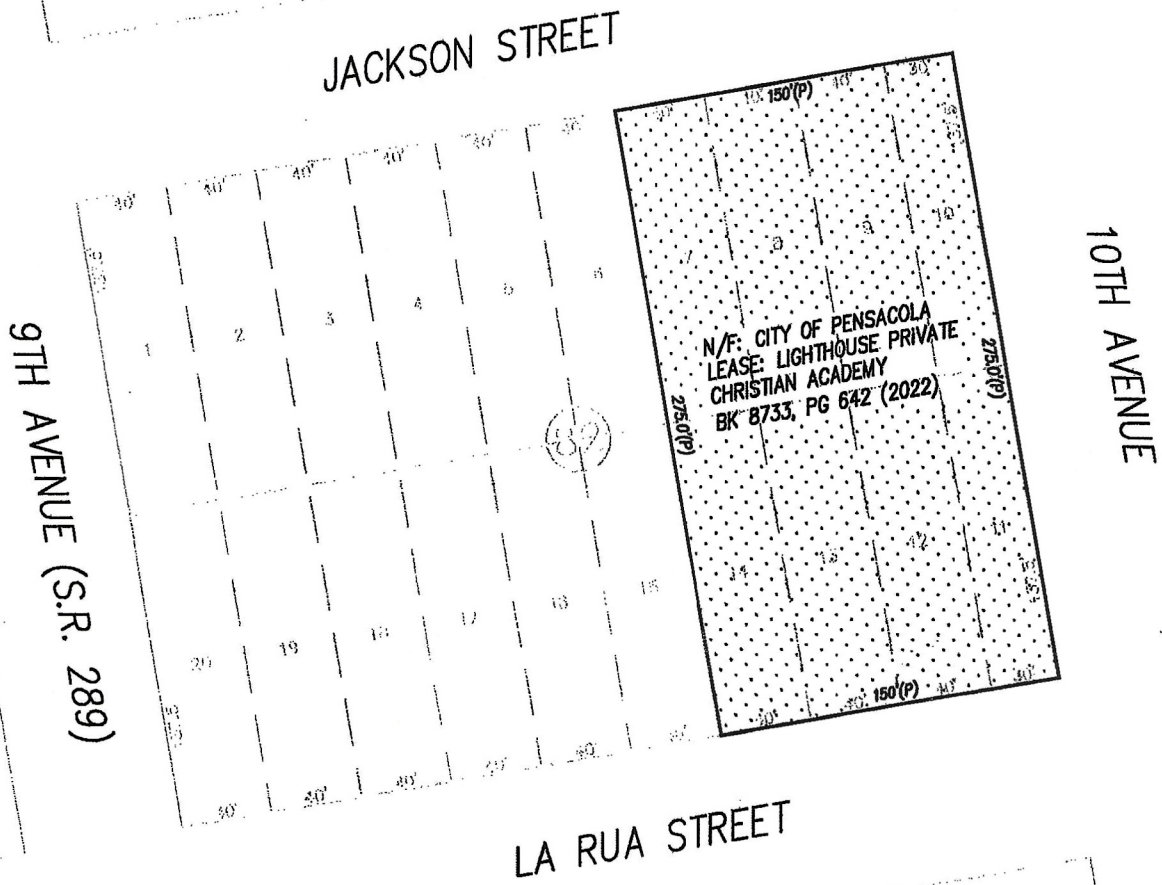
LOTS 7 THROUGH 14 INCLUSIVE, BLOCK 82, NEW CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

EXHIBIT A-1

ABBREVIATIONS:
(C) - CALCULATED
(D) - DEED INFORMATION
(P) - PLAT INFORMATION
N/F - NOW OR FORMERLY



SCALE 1" = 80'



Description

LOTS 7 THROUGH 14 INCLUSIVE, BLOCK 82, NEW CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

CITY OF PENSACOLA
222 WEST MAIN STREET
PENSACOLA, FLORIDA

LOTS 7-14, BLOCK 82, NEW CITY TRACT

THIS SKETCH IS NOT A SURVEY

DECEMBER 8, 2022

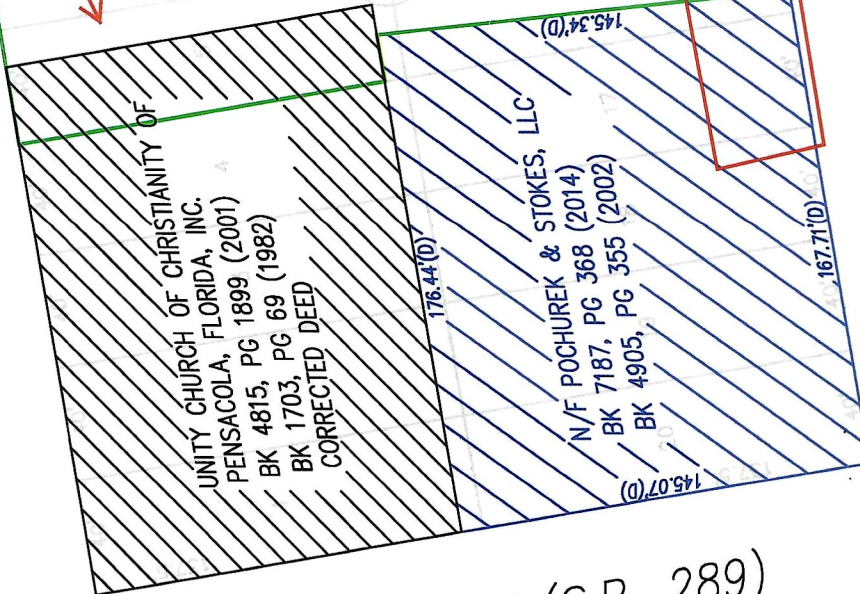
10TH AVENUE

the area identified by the red box was included in the lease and this area belongs to the church.

LEASE: LIGHTHOUSE PRIVATE
CHRISTIAN ACADEMY
BK 8733, PG 642 (2022)

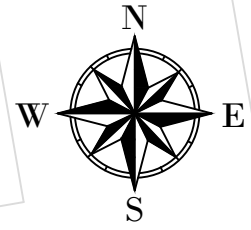
JACKSON STREET

LA RUA STREET

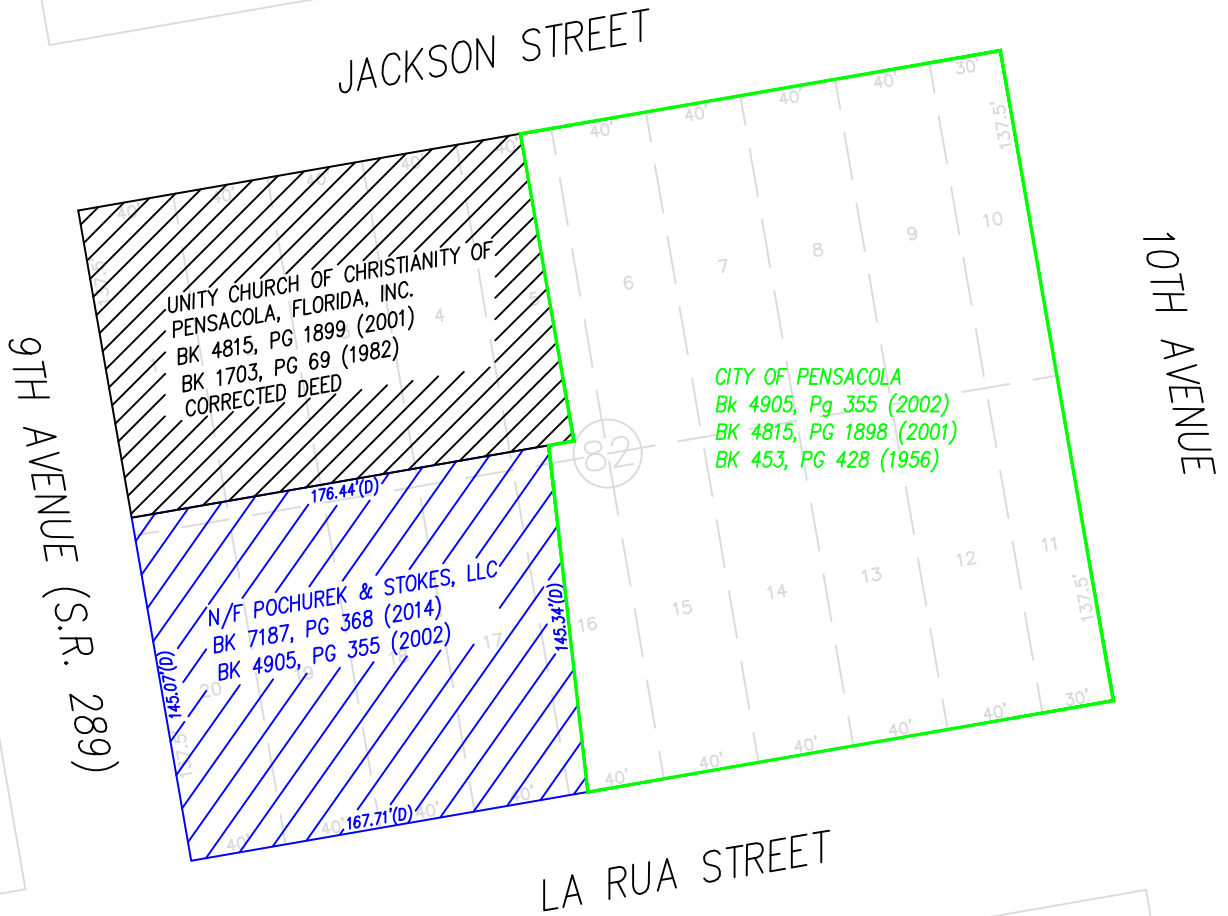


9TH AVENUE (S.R. 289)

EXHIBIT A



SCALE 1" = 80'



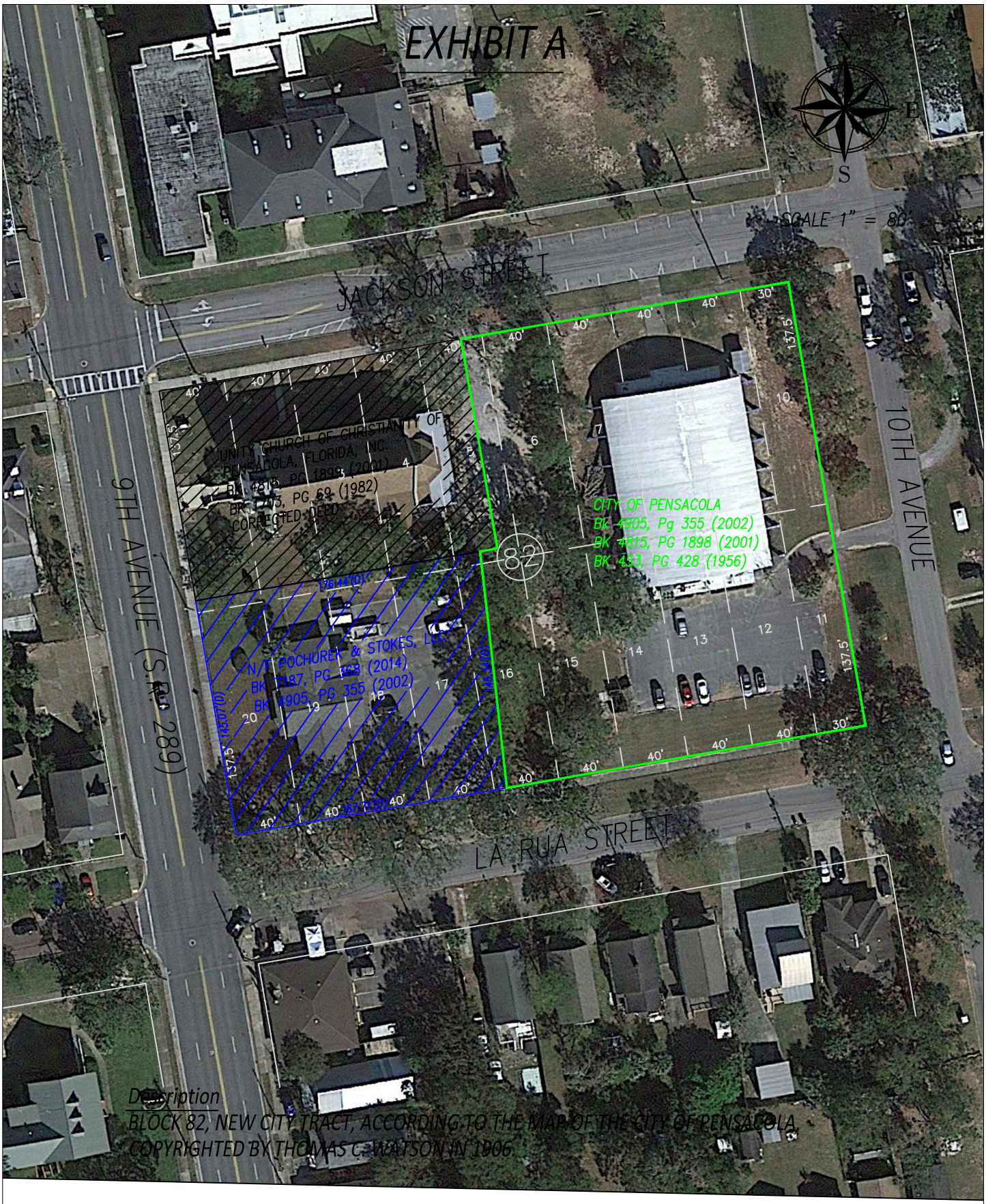
Description

BLOCK 82, NEW CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

EXHIBIT A



SCALE 1" = 80'



JACKSON STREET

10TH AVENUE

9TH AVENUE (S.R. 289)

LA RUA STREET

UNITY CHURCH OF CHRISTIANITY OF
PENSACOLA, FLORIDA, INC.
BK 4215, PG 1898 (2001)
BK 403, PG 69 (1982)
CORRECTED DEED

CITY OF PENSACOLA
BK 4905, PG 355 (2002)
BK 1815, PG 1898 (2001)
BK 453, PG 428 (1956)

IVF BUCHUREY & STOKES, LLC
BK 7187, PG 303 (2014)
BK 4908, PG 355 (2002)

Description

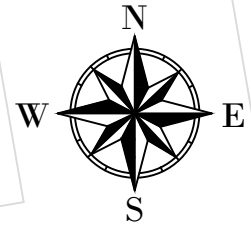
BLOCK 82, NEW CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

CITY OF PENSACOLA
222 WEST MAIN STREET
PENSACOLA, FLORIDA

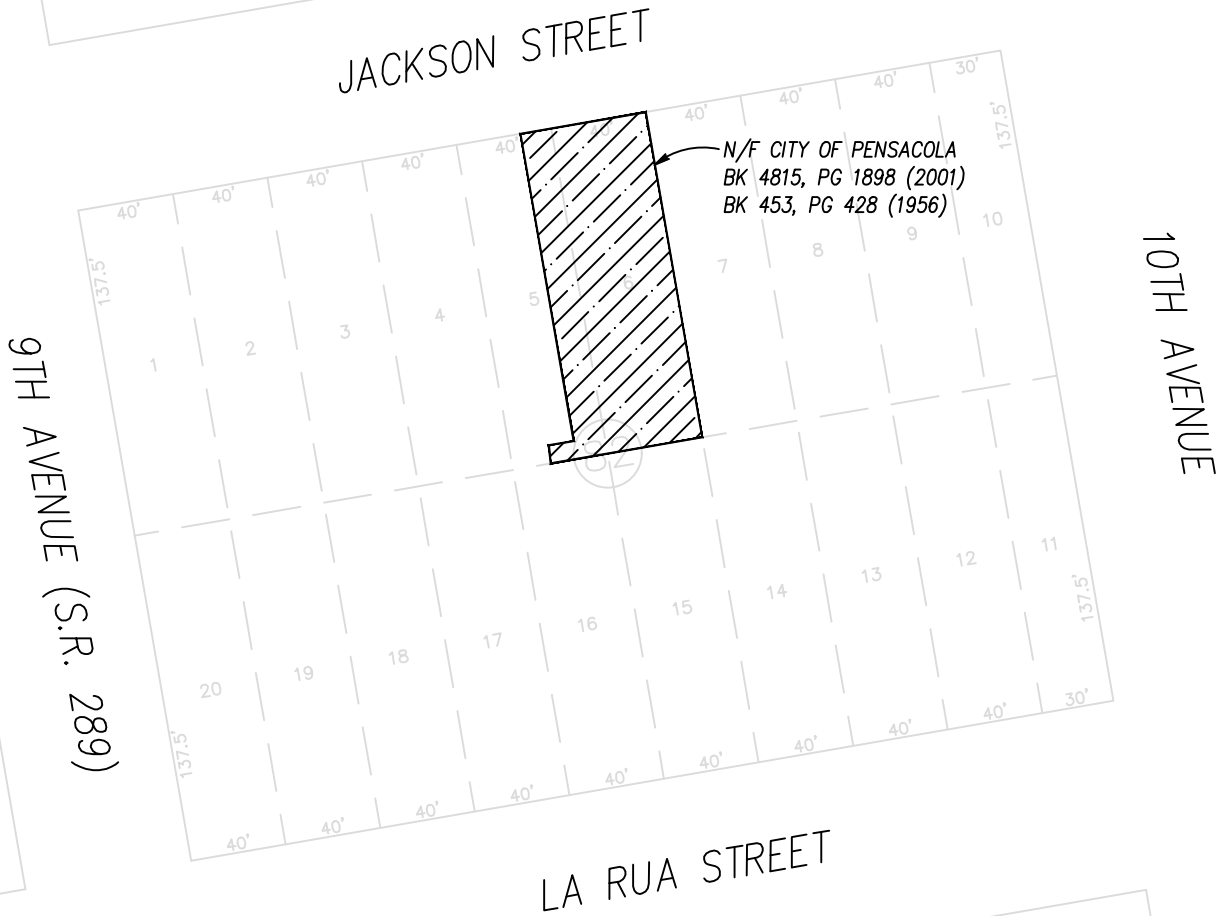
BLOCK 82, NEW CITY TRACT

THIS SKETCH IS NOT A SURVEY

EXHIBIT A-1



SCALE 1" = 80'



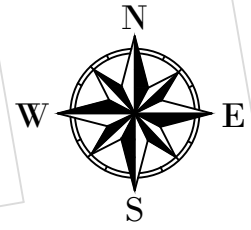
Description

LOT 6 AND THE EAST 13 FEET OF LOT 5 AND THE SOUTH 7.57 FEET OF THE WEST 27 FEET OF LOT 5, BLOCK 82, NEW CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906, LESS AND EXCEPT THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 7187 AT PAGE 368, CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA.

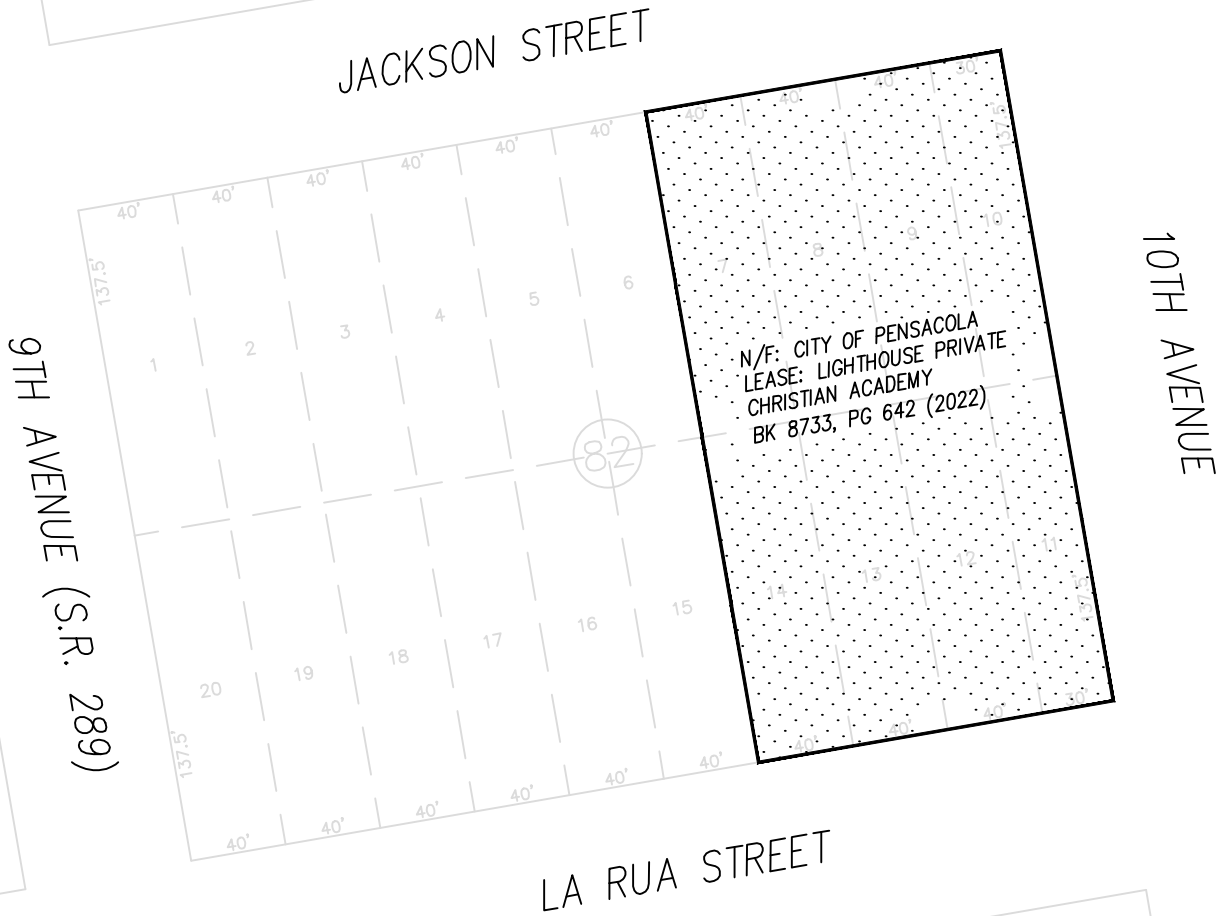
CITY OF PENSACOLA
222 WEST MAIN STREET
PENSACOLA, FLORIDA

A PORTION OF
LOTS 5 & 6, BLOCK 82, NEW CITY TRACT
THIS SKETCH IS NOT A SURVEY

EXHIBIT A-1



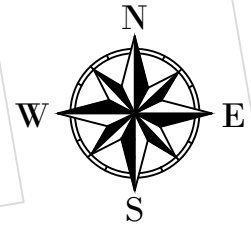
SCALE 1" = 80'



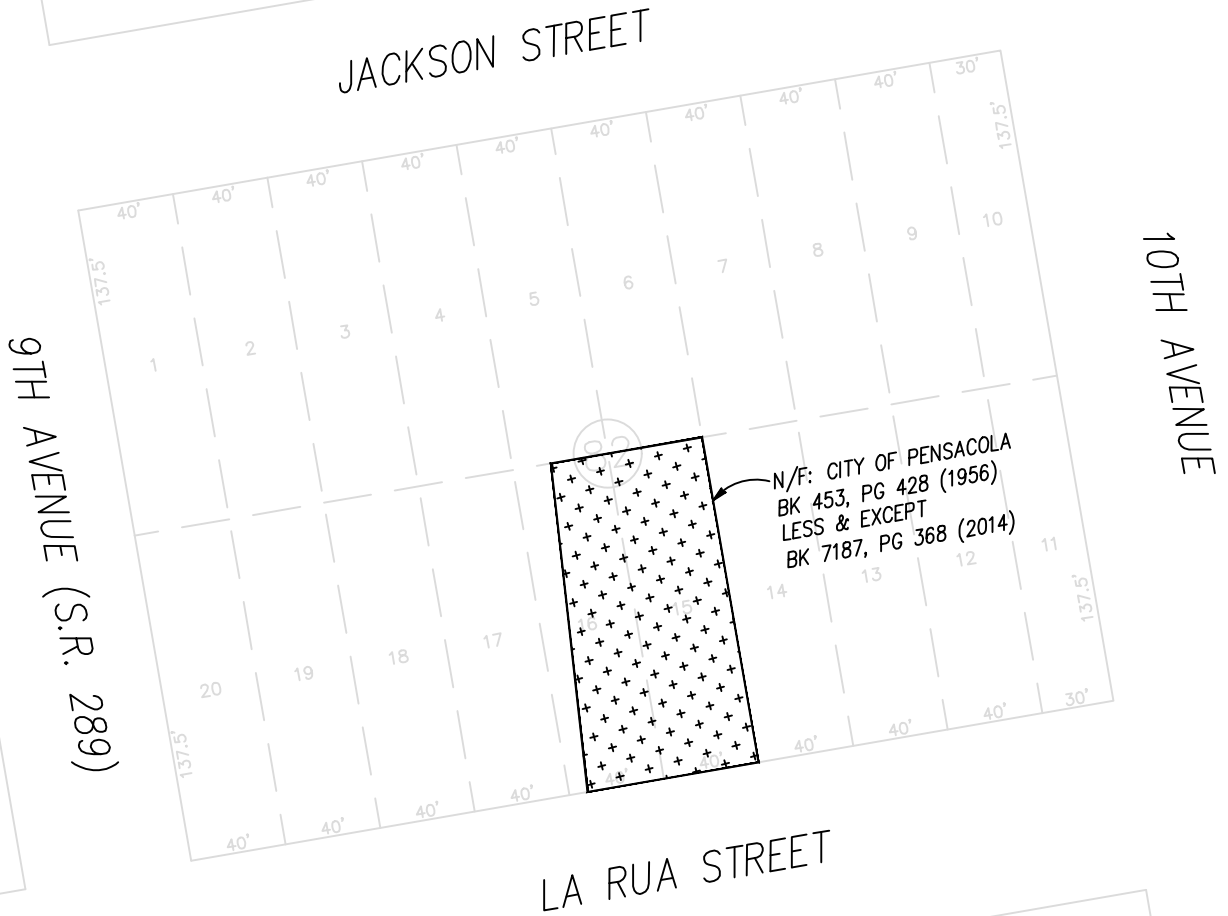
Description

LOTS 7 THROUGH 14 INCLUSIVE, BLOCK 82, NEW CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

EXHIBIT A-1



SCALE 1" = 80'



Description

LOTS 15 AND 16, BLOCK 82, NEW CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906, LESS AND EXCEPT THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 7187 AT PAGE 368, CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00010

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

APPROVAL TO USE TREE PLANTING TRUST FUNDING FOR THE REMOVAL OF TREES ON CITY RIGHTS-OF-WAY OR PUBLIC PROPERTY THAT HAVE BECOME HAZARDOUS TO PERSONS AND/OR PROPERTY AND INSTALLATION OF NEW PLANTINGS

RECOMMENDATION:

That City Council authorize the Parks and Recreation Department the approval to use Tree Planting Trust Funding for the removal of trees that have become hazardous to persons and/or property, and installation of a new tree at or near the location of the removed tree.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City's Parks and Recreation Department maintains a tree removal and trimming list that is constantly updated as trees are either removed or addressed. However, due to limited resources, staff has not been able to remove trees at a rate to offset the number of additional trees that are added to the list, so unfortunately some trees that need removal have been on the list for upwards to 2 years.

The trees that have been identified by the City's Arborist and Parks Superintendent as hazardous or dead may result in property damage or personal injury if not addressed in a timely manner. Therefore, as an initiative to address the trees deemed hazardous (36), although this number increases/decreases regularly, and to allow the staff to get caught up on the tree removal and trimming list, staff is requesting \$100,000.00 from the tree planting trust fund to remove at least 30 (if not all if project costs permit) of the hazardous trees and plant a new tree at or near the location of the removed tree. Of the \$100,000, staff intends to use \$90,000 for the removals and \$10,000 for the new tree plantings.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 297,263.00 Tree Planting Trust Fund Appropriated Balance

Actual: \$ 100,000.00 Removal and New Tree Plantings

FINANCIAL IMPACT:

An appropriated balance in the amount of \$297,263.00 is currently available in the Tree Planting Trust Fund. The total cost of the removal and new tree planting shall not exceed \$100,000.00. Upon City Council approval, \$100,000.00 will be transferred from the current holding account to an account specifically for this project within the Tree Planting Trust Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/28/2022

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Parks and Recreation Tree Removal List

PRESENTATION: No

CITY OF PENSACOLA - PARKS AND RECREATION
TREE REMOVAL LIST

Description	Address	Council District	Type	Size	Height
Damaged tree in ROW	620 North H Street	7	Darlington Oak	50.5"	45'
Damaged tree	511 West Blount Street	7	Darlington Oak	30"	45'
Dead tree across from church	A St and Chase	7	Darlington Oak	46"	45'
Damaged trees (2) on the ROW	1515 E La Rua Street	6	Darlington Oak	32"	60'
Bad tree in ROW	1800 E DeSoto Street	6	Darlington Oak	26.5"	45'
Bad tree in ROW	1310 North 18th Avenue	6	Darlington Oak	22"	45'
Bad tree in ROW	1601 East Lloyd Street	6	Darlington Oak	39"	60'
Damaged tree in ROW	1821 East Maxwell Street	5	Darlington Oak	32"	45'
Bad tree in ROW	2121 Whaley Avenue	4	Darlington Oak	46"	60'
Bad tree in ROW and remove stump	1709 Fisher Street	5	Darlington Oak	41.5"	45'
Tree Concern on ROW	1510 East Bobe Street	5	Darlington Oak	27.5"	55'
Dead Tree in ROW	1500 East Cross Street	5	Darlington Oak	44"	50'
Dead tree in ROW	921 East Maxwell Street	5	Darlington Oak	28.5"	50'
Bad tree in ROW	808 East Baars Street	5	Darlington Oak	31"	50'
Dead tree in ROW	1741 East Baars Street	5	Darlington Oak	38.5"	55'
Dead tree in ROW	1575 East Texar Drive	5	Darlington Oak	26"	55'
Damaged tree in ROW	777 Tanglewood Drive	4	Darlington Oak	22"	55'
Damaged tree in ROW	5860 Limestone Road	1	Darlington Oak	28"	45'
Dead tree in ROW	3310 Bermuda Circle	3	Darlington Oak	44"	65'
Bad tree in ROW	2901 East Lloyd Street	4	Darlington Oak	36"	50'
Dead tree in ROW	709 East Hatton Street	5	Darlington Oak	37.5"	25'
Trees (3) growing together	1930 East Gonzalez Street	6	Laurel Oak	28.5"	65'
Bad tree in ROW	900 North Spring Street	6	Live Oak	30"	60'
Remove Stump and Trim Magnolia	1510 DeSoto Street	6	Magnolia	32.5"	15'
Dead tree in ROW	835 West Gregory Street	7	Pecan	8"	25'
Dead tree	1801 East Gonzalez Street,	6	Pine	24"	55'
Dead tree in ROW	1180 Ellison Drive	2	Pine	21.5"	45'
Dead tree by playground	EPH Lions Club	4	River Birch	16"	25'
Dead tree in ROW	1101 Bayou Blvd	4	Rotting 10'-trunk	27"	10'
Dead tree in park	Barrs Park 4080 Dunwoody	4	Sassafras	16"	25'
Bad tree in ROW	1330 East Mallory Street	5	Sweet Gum	39.5"	60'
Dead tree in ROW	1803 East Lakeview Avenue	5	Sweet Gum	30.5"	45'
FPL will remove from lines City will remove tree	728 North 17th Avenue	6	Water Oak	26"	35'

Note: All trees were evaluated by the City's Arborist



Memorandum

File #: 23-00013

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH FIRST CITY FOOTBALL CLUB FOR THE USE OF THE PENSACOLA TECHNOLOGY PARK FIELD

RECOMMENDATION:

That the City Council approve a Memorandum of Understanding (MOU) with the First City Football Club and the City of Pensacola Parks and Recreation Department to establish the terms and responsibilities of both parties as to the use of the Pensacola Technology Park Field for organized youth sports practice. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this memorandum of understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola agrees to the following conditions:

- Provide space as described in agreement for the First City Football, Inc., to practice soccer on the dates and times listed in Exhibit A to this MOU.
- Install netting in a manner consistent with standard safety protocols for youth sports practice fields and as appropriate to keep balls and equipment from leaving the PEDC Park area.
- Manage the days and time periods that the field will be utilized that ensures only one team will utilize the field at any given time unless all parties agree otherwise.

The First City Football Club, Inc., agrees to the following conditions:

- Pay to the City a fee of \$20 per player for the term in agreement due no later than the end of the second week of practice.
- Use of the field pursuant to agreement does not include nets except as described elsewhere in agreement and does not include field prep, lights, or restrooms.
- Provide a list of all volunteer, and/or board members prior to use of the field.
- Ensure and provide in writing prior to the first practice confirmation that Level 1 background checks have been conducted on all staff, board, and volunteers in accordance with Florida State Statutes.
- Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within

4 hours if there has been a serious incident or injury or an incident that has required the response of first responders to the field.

- To use the field for practice only. The field shall not be used for games.
- Field shall not be used after sunset.
- Refrain from interfering with the infrastructure of the field; provided, however, that it may stripe and/or line the field to enhance the field for use during practices.
- Leave field after each practice clean and litter free and in same condition that it was found.
- Provide liability insurance as described in agreement and to add the City of Pensacola as a release or held harmless in any Hold Harmless Agreement.
- To fully indemnify, defend and save harmless, the City of Pensacola, its officers, agents, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by the City of Pensacola's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of the Responsible Party in connection with its use of the area described in this agreement. This includes any damage to or theft of the First City Football Club, Inc property stored or left on City of Pensacola property. This shall be a continuing release and shall remain in effect until revoked in writing.

PRIOR ACTION:

December 15, 2022 - Parks and Recreation Board reviewed the MOU with First City Football Club, Inc., and no concerns or issues were raised.

FUNDING:

N/A

FINANCIAL IMPACT:

Financial impact unknown at this time. However, the Parks and Recreation Department will receive their portion of fees, if collected, quarterly. The funds received will be accounted for in the Recreation Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/29/2022

STAFF CONTACT:

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

ATTACHMENTS:

- 1) MOU - First City Football Club, Inc.

PRESENTATION: No



City of Pensacola Parks and Recreation Department
Memorandum of Understanding (MOU) with First City Football Club, Inc for use of the
Pensacola Technology Park Field

The City of Pensacola ("City") through its Parks and Recreation Department wishes to encourage the development of youth and to facilitate youth participation in sports activities.

A separate Memorandum of Understanding currently exists between the City and the Pensacola-Escambia Development Commission ("PEDC"). That MOU allows the City to utilize and manage the Pensacola Technology Park Field for the purpose of organized youth sports practices pursuant to certain specified conditions. The City and PEDC agreement allowing the City to utilize the field expires on September 27, 2023 and may also be terminated upon sixty (60) days notice by either the City or PEDC.

The City now enters into this Memorandum of Understanding ("MOU") with The First City Football Club, Inc. to establish the responsibilities of both parties and terms as to the use of the Pensacola Technology Park Field for organized youth sports practice.

I. FIRST CITY FOOTBALL CLUB, INC.

1. First City Football Club, Inc. agrees:

- A. To pay to the City a fee of \$20 per player for the term of this Agreement due no later than the end of the second week of practice.
- B. That use of the field pursuant to this Agreement does not include nets except as described elsewhere in this Agreement and does not include field prep, lights, or restrooms.
- C. To provide a complete list of all participants due no later than the end of the second week of practice.
- D. To provide a list of all staff, volunteers, and/or board members prior to use of the field. Any changes to the list must be provided to the City within 5 business days from the date the change occurs.
- E. To ensure and provide to the City in writing prior to the first practice confirmation that Level 1 background checks have been conducted on all staff, board members, and volunteers in accordance with Florida State Statutes. Any changes to staff, board members or volunteers during the term of this Agreement must be provided to the City along with written confirmation that the individuals have met criteria in accordance with this paragraph.

- F. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- G. To use the field for practice only. The field shall not be used for games.
- H. The field shall not be used after sunset.
- I. To refrain from interfering with the infrastructure of the field; provided, however, that it may stripe and/or line the field to enhance the field for use during practices.
- J. To leave the field after each practice clean and litter free and in the same condition that it was found.
- K. To provide liability insurance as follows:
 - (a). Proof of commercial general liability insurance with a minimum liability limit of \$1,000,000 per occurrence and in the aggregate. The City of Pensacola must also be listed as an "additional insured" on the policy. Certificate holder shall read: City of Pensacola, c/o Parks and Recreation Department, P.O. Box 12910, Pensacola, Fl. 32521 or to the City of Pensacola, c/o Parks and Recreation Department, 222 West Main Street, Pensacola Florida 32503.
- L. To add the City of Pensacola as a release or held harmless in any Hold Harmless Agreement included as part of the activity participation and provide to the City prior to use of the field.
- M. To fully indemnify, defend and save harmless, the City of Pensacola, its officers, agents, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by the City of Pensacola's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of First City Football Club, Inc. in connection with its use of the area described in this MOU. This includes any damage to or theft of the First City Football Club, Inc property stored or left on City of Pensacola property. This shall be a continuing release and shall remain in effect until revoked in writing.

II. CITY RESPONSIBILITIES:

1. City of Pensacola agrees:

- A. To provide space as described in this Agreement for First City Football, Inc. to practice soccer on the dates and at the times listed in Exhibit A to this MOU, subject to any changes or revisions to that schedule as mutually agreed to by the parties.
- B. To install netting in a manner consistent with standard safety protocols for youth sports practice fields and as appropriate to keep balls and equipment from leaving the PEDC Park area.
- C. Manage the days and time periods that the field will be utilized that ensures only one team will utilize the field at any given time unless all parties agree otherwise.

III. TERMINATION:

Either party may terminate this agreement upon 30 days written notice to the other. Termination for cause shall be immediate upon notification by the City.

IV. TERM:

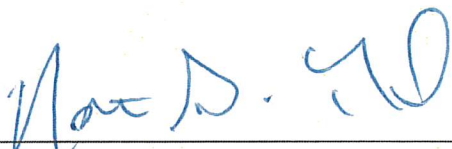
This MOU will remain in effect from the date of the last executing signature until March 30, 2023 and may only be amended in writing as agreed to by both parties. If the leadership of First City Football Club, Inc. changes such that either of its signatories to this MOU no longer hold the below-stated roles, a new MOU will be required, which must have the signature of the President and one other Director.

City of Pensacola
Parks and Recreation Department
222 West Main Street
Pensacola, Florida 32502

First City Football, Inc.
Point of Contact: Jack Zoesch
Address: 3540 Alipha Place
Pensacola, Florida 32503
Phone: 850-380-8731
Email: jrz@beggslane.com

Alternate Contact: Nathan Ford
Address: 3540 Alipha Place
Pensacola, Florida 32503
Phone: 850-602-7563
Email: nathan.g.ford@gmail.com

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed on the _____ day of _____.



Nathan Ford, President

CITY OF PENSACOLA, FLORIDA

Mayor, D.C. Reeves

Date: 12/9/2022

Date: _____



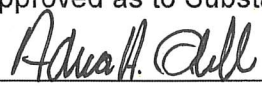
Jack Zoesch, Treasurer

Date: 12/9/2022

Attest:

City Clerk, Ericka Burnett

Approved for form legality:

Approved as to Substance:


Adrian Stills
Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney

EXHIBIT A

First City Football Club, Inc. Practice Schedule

City of Pensacola Technology Park

January 1, 2023 – March 30, 2023

<u>DATE</u>	<u>START TIME</u>	<u>FINISH TIME</u>
Saturday, January 7	TBD	TBD
Monday, January 9	4:00 p.m.	Sunset
Thursday, January 12	4:00 p.m.	Sunset
Saturday, January 14	TBD	TBD
Monday, January 16	4:00 p.m.	Sunset
Thursday, January 19	4:00 p.m.	Sunset
Saturday, January 21	TBD	TBD
Monday, January 23	4:00 p.m.	Sunset
Thursday, January 26	4:00 p.m.	Sunset
Saturday, January 28	TBD	TBD
Monday, January 30	4:00 p.m.	Sunset
Thursday, February 2	4:00 p.m.	Sunset
Saturday, February 4	TBD	TBD
Monday, February 6	4:00 p.m.	Sunset
Thursday, February 9	4:00 p.m.	Sunset
Monday, February 13	4:00 p.m.	Sunset
Thursday, February 16	4:00 p.m.	Sunset
Saturday, February 18	TBD	TBD
Monday, February 20	4:00 p.m.	Sunset
Thursday, February 23	4:00 p.m.	Sunset
Monday, February 27	4:00 p.m.	Sunset
Thursday, March 2	4:00 p.m.	Sunset
Saturday, March 4	TBD	TBD
Monday, March 6	4:00 p.m.	Sunset
Thursday, March 9	4:00 p.m.	Sunset
Monday, March 13	5:00 p.m.	7:00 p.m.
Thursday, March 16	5:00 p.m.	7:00 p.m.
Monday, March 20	5:00 p.m.	7:00 p.m.
Thursday, March 23	5:00 p.m.	7:00 p.m.
Monday, March 27	5:00 p.m.	7:00 p.m.
Thursday, March 30	5:00 p.m.	7:00 p.m.

EXHIBIT A

First City Football Club, Inc. Practice Schedule

City of Pensacola Technology Park

January 1, 2023 – March 30, 2023

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Saturday, February 4	TBD	TBD
Monday, February 6	4:00 p.m.	Sunset
Thursday, February 9	4:00 p.m.	Sunset
Monday, February 13	4:00 p.m.	Sunset
Thursday, February 16	4:00 p.m.	Sunset
Saturday, February 18	TBD	TBD
Monday, February 20	4:00 p.m.	Sunset
Thursday, February 23	4:00 p.m.	Sunset
Monday, February 27	4:00 p.m.	Sunset
Thursday, March 2	4:00 p.m.	Sunset
Saturday, March 4	TBD	TBD
Monday, March 6	4:00 p.m.	Sunset
Thursday, March 9	4:00 p.m.	Sunset
Monday, March 13	5:00 p.m.	7:00 p.m.
Thursday, March 16	5:00 p.m.	7:00 p.m.
Monday, March 20	5:00 p.m.	7:00 p.m.
Thursday, March 23	5:00 p.m.	7:00 p.m.
Monday, March 27	5:00 p.m.	7:00 p.m.
Thursday, March 30	5:00 p.m.	7:00 p.m.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00015

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH PURE PILATES

RECOMMENDATION:

That the City council approve a Memorandum of Understanding (MOU) with Pure Pilates to establish terms and the responsibilities of both parties as to the use of City owned facilities by the provider. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this MOU, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Parks and Recreation Department continues to encourage and promote the development of health and wellness programming to improve the quality of life for all citizens and visitors of Pensacola. Pure Pilates offers a physical activity that is free and open to the public, and, if approved, will be held at the Community Maritime Park.

PRIOR ACTION:

December 15, 2022 - Parks and Recreation Board received a report by the Parks and Recreation Director regarding the proposed Pure Pilates MOU, and no concerns or issues were raised by the Board.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/29/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Adrian Still, Parks and Recreation Director

ATTACHMENTS:

- 1) Memorandum of Understanding - Pure Pilates

PRESENTATION: No



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PENSACOLA
AND
Activity Instructor: Pure Pilates**

The City of Pensacola (“City”) through its Parks and Recreation Department wishes to encourage the development of health and wellness programming to improve and promote the quality of life for all citizens and visitors of Pensacola. The City enter into this Memorandum of Understanding (“MOU”) with the instructor listed above, providing the activity to establish the responsibilities of both parties and to establish clear terms as to the use of City owned facilities by the provider.

DEFINITIONS

A. Pure Pilates for purposes of this MOU is defined as an owner/instructors leading a physical activity that is free and open to the public and provides health or wellness programming to the citizens of the city of Pensacola.

B. “Primary Facilities” for the purpose of this MOU as follows:

Community Maritime Park

ACTIVITY INSTRUCTION PROVIDER

Activity Instructor agrees:

- I. To provide the following documents to the City via the Special Event Supervisor:
 - A) A current list of all staff, volunteers, board members and coaches prior to the start of the program. Changes must be provided to the City in an updated list throughout the term of his Agreement.
 - B) A complete schedule showing specific dates, times, locations.
 - C) List names of instructors from business/organization along with their proof of insurance and applicable licenses or certifications.
 - D) Proof of commercial general liability insurance with a minimum liability limit of \$1,000,000 per occurrence and in the aggregate for each instructor. The City of Pensacola must also be listed as an “additional insured” on the policy. Certificate holder shall read -- City of Pensacola, c/o Parks and Recreation Department, P.O. Box 12910, Pensacola, Fl. 32521.

- II. Pure Pilates must notify the City Point of Contact listed in this Agreement of all of the following within the time frames specified:
 - A) Immediately upon a change in leadership for instruction such as an alternative instructor to the instructor originally indicated. Each instructor will

- need to fill out an MOU.
- B) Any accidents/incidents that require medical attention or when public safety personnel were called to assist with a situation no later than 12 pm of the next business day. The notification must include the specific location, date and time of the incident; the name of the persons involved; and a description of the incident.
- C) Damaged or unsafe City property must be reported immediately. This includes fields, buildings, bleachers, press boxes, parking lots, fences, goals, goal posts, dugouts, scoreboards, bases, benches, sidewalks, restrooms, concession equipment, trees, etc.
- D) Additional use of facilities/program space requests must be in writing a minimum of 10 working days prior.
- E) Request in writing, through the Parks and Recreation Department, Attention: Special Event Supervisor and obtain permission of the City prior to bringing a mobile concession or merchandise vendor into a City park, facility, or sports complex.
- F) The city of Pensacola has the right to rescind agreement without notice at the discretion of the City of Pensacola.

III. Pure Pilates. shall ensure that:

- A) All equipment necessary to conduct a quality program is provided.
- B) After each use of a facility, all trash from the grounds is placed in a City provided receptacle.
- C) It adheres to all facility operating hours and closures during severe weather, due to repairs, renovations or holidays.
- D) Policies are in place and are enforced to ensure there is no discrimination to Pure Pilates. participants, their families, caretakers, guardians or observers based upon race, creed, religion, national origin, disability or sex.
- E) The City of Pensacola is named as a partner at all its events, contests, programs, etc., and includes the City of Pensacola Parks and Recreation Department logo on all publications, flyers, and promotional materials pertinent to programming disclosed. This information must be received for review by the City of Pensacola Parks and Special Event Supervisor and Marketing Coordinator no less than sixty (30) days prior to the start of the program. Any additional requests for informative advertisements must be approved in advance and in writing by the City.
- F) City of Pensacola Parks and Recreation Department, "Play Pensacola", be tagged to Facebook, Twitter and Instagram social media outreach using the social media handle @PlayPColaParks.
- G) Facebook 'Event' creation and promotion be performed in conjunction, and not independent of, City of Pensacola Parks and Recreation Department, "Play Pensacola". Play Pensacola and Pure Pilates to be identified as event co-hosts within the Facebook 'Event' feature.
- H) It will add the City of Pensacola to its Hold Harmless Agreement included as part of the participant registration and provide to the City upon request.
- I) No fees or payment of any kind shall be received by the Activity Instruction Provider in order for members of the public to participate in the activity described in this Agreement, unless after request of an granted approval by the City of Pensacola.

CITY OF PENSACOLA

The City of Pensacola agrees:

- I. To provide the following to the Instructor/Instructor Provider:
 - A) Park space to adequately manage the activity being offered. However, as continuous growth may impact the City's ability to offer additional space, therefore, growth must be managed and coordinated with the City.
 - B) Mowing for all event locations.
 - C) Routine maintenance to all City owned assets.

HOLD HARMLESS

- A. The "Responsible Party" agrees to fully indemnify, defend and save harmless, the City of Pensacola, its officers, agents, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties fees, and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City of Pensacola caused by or result from any negligent act or omission or willful misconduct of the Responsible Party in connection with its use of the City of Pensacola Facility. This shall be a continuing release and shall remain in effect until revoked in writing.
- B. Instructor Provider/Pure Pilates will add the City of Pensacola to its Hold Harmless Agreement included as part of the registration and provide to the City upon request.

AS IS CONDITION OF PREMISES

Both parties agree that the use of the property is "as is". The City does not provide an inspection of the area to be used for this activity prior to each use. It is the responsibility of the presenter and participants to ensure that any area of the ground that will be utilized is free from hazards. If there is a visible hazard, the participant or presenter that is the party to this MOU should relocate to a safer area and immediately report the hazard to Parks staff.

POINTS OF CONTACT

- A. Primary Instructor Provider
Point of Contact: Susan Clark
Pensacola, Florida
Cell phone: 850-607-2772
Email: sclark@purepilatespensacola.com
- B. City of Pensacola
Pont of Contact: Nikki Gray
222 W. Main Street Pensacola, Florida 32502
(850) 436-5670

EFFECTIVE DATE

This agreement shall take effect upon date of last signature and shall remain in full force and effect until the end of calendar year 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed on the _____ day of _____, _____.

CITY OF PENSACOLA, FLORIDA

Business Name

Mayor, D.C. Reeves

By: _____
Member

Attest: _____
City Clerk, Ericka L. Burnett

(Printed Member's Name)

Approved as to Substance:

By: _____
Member

Parks and Recreation Director, Adrian Stills

(Printed Member's Name)



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PENSACOLA
AND
PURE PILATES**

The City of Pensacola (“City”) through its Parks and Recreation Department wishes to encourage the development of health and wellness programming to improve and promote the quality of life for all citizens and visitors of Pensacola. The City enters this Memorandum of Understanding (“MOU”) with the Activity Instructor Provider listed above in order to establish the responsibilities of both parties and to establish clear terms as to the use of City owned facilities by the Activity Instructor Provider.

Definitions

The following words and phrases, when used in the section, shall have the following meanings:

- I. *Activity Instructor Provider* means Pure Pilates, as owner or authorized agent of owner leading an activity that is free and open to the public and provides health or wellness programming to the citizens of the City of Pensacola.
- II. *Primary Facilities* means Community Maritime Park.
- III. *City* means the City of Pensacola.

Responsibilities of Activity Instructor

Activity Instructor agrees:

- I. To provide the following documents to the City via the Special Event Supervisor:
 - a) A current list of all staff, volunteers, board members and coaches prior to the start of the program. Changes must be provided to the City in an updated list throughout the term of his Agreement.
 - b) A complete schedule showing specific dates, times, locations.



- c) List names of instructors from business/organization along with their proof of insurance and applicable licenses or certifications.
 - d) Proof of commercial general liability insurance with a minimum liability limit of \$1,000,000 per occurrence and in the aggregate for each instructor. The City of Pensacola must also be listed as an “additional insured” on the policy. Certificate holder shall read -- City of Pensacola, c/o Parks and Recreation Department, P.O. Box 12910, Pensacola, Fl. 32521.
- II. To notify the City Point of Contact listed in this Agreement of all the following within the time frames specified:
- a) Immediately upon a change in leadership for instruction such as an alternative instructor to the instructor originally indicated. Each instructor will need to fill out an MOU.
 - b) Any accidents/incidents that require medical attention or when public safety personnel were called to assist with a situation no later than 12 pm of the next business day. The notification must include the specific location, date and time of the incident; the name of the persons involved; and a description of the incident.
 - c) Damaged or unsafe City property must be reported immediately. This includes fields, buildings, bleachers, press boxes, parking lots, fences, goals, goal posts, dugouts, scoreboards, bases, benches, sidewalks, restrooms, concession equipment, trees, etc.
 - d) Additional use of facilities/program space requests must be in writing a minimum of 10 working days prior.
 - e) Request in writing, through the Parks and Recreation Department, Attention: Special Event Supervisor and obtain permission of the City prior to bringing a mobile concession or merchandise vendor into a City park, facility, or sports complex.
- III. To ensure:
- a) All equipment necessary to conduct a quality program is provided.
 - b) After each use of a facility, all trash from the grounds is placed in a City provided receptacle.
 - c) It adheres to all facility operating hours and closures during severe weather, due to repairs, renovations, or holidays.
 - d) The City of Pensacola is named as a partner at all its events, contests, programs, etc., and includes the City of Pensacola Parks and Recreation Department logo on all publications, flyers, and promotional materials pertinent to programming disclosed. This information must be received for review by the City of Pensacola Parks and Special Event Supervisor and Marketing Coordinator no less than sixty (60) days prior to the start of the program. Any additional requests for informative advertisements must be approved in advance and in writing by the City.



- e) City of Pensacola Parks and Recreation Department, “Play Pensacola”, be tagged to Facebook, Twitter and Instagram social media outreach using the social media handle @PlayPColaParks.
- f) Facebook ‘Event’ creation and promotion be performed in conjunction, and not independent of, City of Pensacola Parks and Recreation Department, “Play Pensacola”.
- g) It will add the City of Pensacola to its Hold Harmless Agreement included as part of the participant registration and provide to the City upon request.
- h) No fees or payment of any kind shall be received by the Activity Instructor in order for members of the public to participate in the activity described in this Agreement.

Hold Harmless

- I. The Activity Instructor agrees to fully indemnify, defend and save harmless, the City of Pensacola, its officers, agents, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties fees, and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City of Pensacola caused by or result from any negligent act or omission or willful misconduct of the Responsible Party in connection with its use of the City of Pensacola Facility. This shall be a continuing release and shall remain in effect until revoked in writing.
- II. The Activity Instructor must add the City of Pensacola to its Hold Harmless Agreement included as part of the registration and provide to the City upon request.

Responsibilities of the City

The City agrees:

- I. To provide parking space to adequately manage the activity being offered. However, continuous growth may impact the City’s ability to offer additional space, therefore, growth must be managed and coordinated with the City.
- II. Mowing for all event locations.
- III. Routine maintenance to all City owned assets.
- IV.

Points of Contact

Activity Instructor: Susan Clark
Address: 426 South Palafox Street
Pensacola, FL 32502
Phone Number: 850-512-587-7555
Email: sclark@purepilatespensacola.com

City of Pensacola
222 West Pensacola, FL 32502
Phone Number: 850-436-5670
Email: ngray@cityofpensacola.com



As Is Condition of Premises

Both parties agree that the use of the property is “as is”. The City does not provide an inspection of the area to be used for this activity prior to each use. It is the responsibility of the presenter and participants to ensure that any area of the ground that will be utilized is free from hazards. If there is a visible hazard, the participant or presenter that is the party to this MOU should relocate to a safer area and immediately report the hazard to Parks staff.

Public Records

The parties acknowledge that if the Activity Service Provider is a “contractor” as defined in Florida State Statute Section 119.070, that the Activity Service Provider shall comply with all requirements listed in Attachment “A”.

Discrimination

Activity Instructor Provider shall ensure that policies are in place and are enforced to ensure there is no discrimination to employees, volunteers, participants, their families, caretakers, guardians, or observers based upon race, religion, national origin, disability, gender or sexual orientation.

No Waiver

No waiver, alterations, consent, or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Mayor or his/ her designee.

Governing Law

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

Venue

Venue for any claim, actions, or proceedings arising out of this Agreement shall be in Escambia County, Florida.

Assignment

The rights and privileges conferred by this Agreement shall not be assigned or transferred without the written consent of the City.

Cancellation

This Agreement may be cancelled at any time with thirty (30) days written notice by either party.



Term and Effective Date

This agreement shall take effect upon date of last signature and shall remain in full force and effect until the end of calendar year 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed on the _____ day of _____, _____.

CITY OF PENSACOLA, FLORIDA

Activity Instructor Provider

Mayor, D.C. Reeves

Printed name and Title of above signature as person authorized to legally bind the Activity Service Provider.

Date: _____

Date: _____

Date: _____

Attest:

Approved for form legality:

City Clerk, Ericka Burnett

Approved as to Substance:

Adrian Stills
Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney



Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor 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 Contractor 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 Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor 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 Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021



Memorandum

File #: 23-00025

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH BREATHE YOGA AND WELLNESS CENTER, LLC.

RECOMMENDATION:

That the City council approve a Memorandum of Understanding (MOU) with Breathe Yoga and Wellness Center, LLC., to establish the responsibilities of both parties and to establish clear terms as to the use of City owned facilities by the provider. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this MOU, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Parks and Recreation Department continues to promote and encourage the development of health and wellness programming in efforts to improve the quality of life for all citizens and visitors of Pensacola. Breathe Yoga and Wellness Center, LLC. is offering a physical activity that is free and open to the public and, if approved, will be held at the Bayview Park.

PRIOR ACTION:

December 15, 2022 - Parks and Recreation Board received a report by the Parks and Recreation Director regarding the proposed Breathe Yoga and Wellness Center, LLC. MOU, and no concerns or issues were raised by the Board.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/29/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Adrian Stills, Parks and Recreation Director

ATTACHMENTS:

- 1) MOU - Breathe Yoga and Wellness Center, LLC

PRESENTATION: No



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PENSACOLA
AND**

Activity Instructor: Breathe Yoga and Wellness Center, LLC

The City of Pensacola (“City”) through its Parks and Recreation Department wishes to encourage the development of health and wellness programming to improve and promote the quality of life for all citizens and visitors of Pensacola. The City enter into this Memorandum of Understanding (“MOU”) with the instructor listed above, providing the activity to establish the responsibilities of both parties and to establish clear terms as to the use of City owned facilities by the provider.

DEFINITIONS

A. Breathe Yoga and Wellness Center, LLC. for purposes of this MOU is defined as an owner/instructors leading a physical activity that is free and open to the public and provides health or wellness programming to the citizens of the city of Pensacola.

B. “Primary Facilities” for the purpose of this MOU as follows:

Bayview Park

ACTIVITY INSTRUCTION PROVIDER

Activity Instructor agrees:

- I. To provide the following documents to the City via the Special Event Supervisor:
 - A) A current list of all staff, volunteers, board members and coaches prior to the start of the program. Changes must be provided to the City in an updated list throughout the term of his Agreement.
 - B) A complete schedule showing specific dates, times, locations.
 - C) List names of instructors from business/organization along with their proof of insurance and applicable licenses or certifications.
 - D) Proof of commercial general liability insurance with a minimum liability limit of \$1,000,000 per occurrence and in the aggregate for each instructor. The City of Pensacola must also be listed as an “additional insured” on the policy. Certificate holder shall read -- City of Pensacola, c/o Parks and Recreation Department, P.O. Box 12910, Pensacola, Fl. 32521.

- II. Breathe Yoga and Wellness Center, LLC. must notify the City Point of Contact listed in this Agreement of all of the following within the time frames specified:
 - A) Immediately upon a change in leadership for instruction such as an alternative instructor to the instructor originally indicated. Each instructor will need to fill out an MOU.
 - B) Any accidents/incidents that require medical attention or when public safety personnel were called to assist with a situation no later than 12 pm of the

next business day. The notification must include the specific location, date and time of the incident; the name of the persons involved; and a description of the incident.

- C) Damaged or unsafe City property must be reported immediately. This includes fields, buildings, bleachers, press boxes, parking lots, fences, goals, goal posts, dugouts, scoreboards, bases, benches, sidewalks, restrooms, concession equipment, trees, etc.
- D) Additional use of facilities/program space requests must be in writing a minimum of 10 working days prior.
- E) Request in writing, through the Parks and Recreation Department, Attention: Special Event Supervisor and obtain permission of the City prior to bringing a mobile concession or merchandise vendor into a City park, facility, or sports complex.
- F) The city of Pensacola has the right to rescind agreement without notice at the discretion of the City of Pensacola.

III. Breathe Yoga and Wellness Center, LLC. shall ensure that:

- A) All equipment necessary to conduct a quality program is provided.
- B) After each use of a facility, all trash from the grounds is placed in a City provided receptacle.
- C) It adheres to all facility operating hours and closures during severe weather, due to repairs, renovations or holidays.
- D) Policies are in place and are enforced to ensure there is no discrimination to Breath Yoga and Wellness Center, LLC. participants, their families, caretakers, guardians or observers based upon race, creed, religion, national origin, disability or sex.
- E) The City of Pensacola is named as a partner at all its events, contests, programs, etc., and includes the City of Pensacola Parks and Recreation Department logo on all publications, flyers, and promotional materials pertinent to programming disclosed. This information must be received for review by the City of Pensacola Parks and Special Event Supervisor and Marketing Coordinator no less than sixty (30) days prior to the start of the program. Any additional requests for informative advertisements must be approved in advance and in writing by the City.
- F) City of Pensacola Parks and Recreation Department, "Play Pensacola", be tagged to Facebook, Twitter and Instagram social media outreach using the social media handle @PlayPColaParks.
- G) Facebook 'Event' creation and promotion be performed in conjunction, and not independent of, City of Pensacola Parks and Recreation Department, "Play Pensacola". Play Pensacola and Breathe Yoga and Wellness Center, LLC to be identified as event co-hosts within the Facebook 'Event' feature.
- H) It will add the City of Pensacola to its Hold Harmless Agreement included as part of the participant registration and provide to the City upon request.
- I) No fees or payment of any kind shall be received by the Activity Instruction Provider in order for members of the public to participate in the activity described in this Agreement, unless after request of an granted approval by the City of Pensacola.

CITY OF PENSACOLA

The City of Pensacola agrees:

- I. To provide the following to the Instructor/Instructor Provider:
 - A) Park space to adequately manage the activity being offered. However, as continuous growth may impact the City's ability to offer additional space, therefore, growth must be managed and coordinated with the City.
 - B) Mowing for all event locations.
 - C) Routine maintenance to all City owned assets.

HOLD HARMLESS

- A. The "Responsible Party" agrees to fully indemnify, defend and save harmless, the City of Pensacola, its officers, agents, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties fees, and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City of Pensacola caused by or result from any negligent act or omission or willful misconduct of the Responsible Party in connection with its use of the City of Pensacola Facility. This shall be a continuing release and shall remain in effect until revoked in writing.
- B. Instructor Provider/ Breathe Yoga and Wellness Center, LLC. _will add the City of Pensacola to its Hold Harmless Agreement included as part of the registration and provide to the City upon request.

AS IS CONDITION OF PREMISES

Both parties agree that the use of the property is "as is". The City does not provide an inspection of the area to be used for this activity prior to each use. It is the responsibility of the presenter and participants to ensure that any area of the ground that will be utilized is free from hazards. If there is a visible hazard, the participant or presenter that is the party to this MOU should relocate to a safer area and immediately report the hazard to Parks staff.

POINTS OF CONTACT

- A. Primary Instructor Provider
Point of Contact: Stacy Vann
Pensacola, Florida
Cell phone: 850-572-6562
Email: stacyvann@me.com

Secondary Provider
Point of Contact: Madison Simmons
Pensacola, Florida
850-375-2939
Madisonsimmons314@gmail.com

B. City of Pensacola

Pont of Contact: Nikki Gray

222 W. Main Street Pensacola, Florida 32502

(850) 436-5670

EFFECTIVE DATE

This agreement shall take effect upon date of last signature and shall remain in full force and effect until the end of calendar year 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed on the _____ day of _____, _____.

CITY OF PENSACOLA, FLORIDA

Business Name

Mayor, D.C. Reeves

By: _____
Member

Attest: _____
City Clerk, Ericka L. Burnett

(Printed Member's Name)

Approved as to Substance:

By: _____
Member

Parks and Recreation Director, Adrian Stills

(Printed Member's Name)



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PENSACOLA
AND
BREATHE YOGA AND WELLNESS CENTER, LLC**

The City of Pensacola (“City”) through its Parks and Recreation Department wishes to encourage the development of health and wellness programming to improve and promote the quality of life for all citizens and visitors of Pensacola. The City enters this Memorandum of Understanding (“MOU”) with the Activity Instructor Provider listed above in order to establish the responsibilities of both parties and to establish clear terms as to the use of City owned facilities by the Activity Instructor Provider.

Definitions

The following words and phrases, when used in the section, shall have the following meanings:

- I. *Activity Instructor Provider* means Breathe Yoga and Wellness Center, LLC, as owner or authorized agent of owner leading an activity that is free and open to the public and provides health or wellness programming to the citizens of the City of Pensacola.
- II. *Primary Facilities* means Bayview Park.
- III. *City* means the City of Pensacola.

Responsibilities of Activity Instructor

Activity Instructor agrees:

- I. To provide the following documents to the City via the Special Event Supervisor:
 - a) A current list of all staff, volunteers, board members and coaches prior to the start of the program. Changes must be provided to the City in an updated list throughout the term of his Agreement.
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- c) List names of instructors from business/organization along with their proof of insurance and applicable licenses or certifications.
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- II. To notify the City Point of Contact listed in this Agreement of all the following within the time frames specified:
- a) Immediately upon a change in leadership for instruction such as an alternative instructor to the instructor originally indicated. Each instructor for the Activity Provider Agency will need to fill out an MOU.
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- f) Facebook ‘Event’ creation and promotion be performed in conjunction, and not independent of, City of Pensacola Parks and Recreation Department, “Play Pensacola”.
- g) It will add the City of Pensacola to its Hold Harmless Agreement included as part of the participant registration and provide to the City upon request.
- h) No fees or payment of any kind shall be received by the Activity Instructor in order for members of the public to participate in the activity described in this Agreement.

Hold Harmless

- I. The Activity Instructor agrees to fully indemnify, defend and save harmless, the City of Pensacola, its officers, agents, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties fees, and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City of Pensacola caused by or result from any negligent act or omission or willful misconduct of the Responsible Party in connection with its use of the City of Pensacola Facility. This shall be a continuing release and shall remain in effect until revoked in writing.
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Responsibilities of the City

The City agrees:

- I. To provide parking space to adequately manage the activity being offered. However, continuous growth may impact the City’s ability to offer additional space, therefore, growth must be managed and coordinated with the City.
- II. Mowing for all event locations.
- III. Routine maintenance to all City owned assets.

Points of Contact

Primary Instructor: Stacy Vann
(850) 572-6562
stacyvann@me.com

City of Pensacola: Nikki Gray
222 West Pensacola, FL 32502
(850) 436-5670
Email: ngray@cityofpensacola.com

Secondary Instructor: Madison Simmons
(850)375-2939
Madisonsimmons314@gmail.com



As Is Condition of Premises

Both parties agree that the use of the property is “as is”. The City does not provide an inspection of the area to be used for this activity prior to each use. It is the responsibility of the presenter and participants to ensure that any area of the ground that will be utilized is free from hazards. If there is a visible hazard, the participant or presenter that is the party to this MOU should relocate to a safer area and immediately report the hazard to Parks staff.

Public Records

The parties acknowledge that if the Activity Service Provider is a “contractor” as defined in Florida State Statute Section 119.070, that the Activity Service Provider shall comply with all requirements listed in Attachment “A”.

Discrimination

Activity Instructor Provider shall ensure that policies are in place and are enforced to ensure there is no discrimination to employees, volunteers, participants, their families, caretakers, guardians, or observers based upon race, religion, national origin, disability, gender or sexual orientation.

No Waiver

No waiver, alterations, consent, or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Mayor or his/ her designee.

Governing Law

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

Venue

Venue for any claim, actions, or proceedings arising out of this Agreement shall be in Escambia County, Florida.

Assignment

The rights and privileges conferred by this Agreement shall not be assigned or transferred without the written consent of the City.

Cancellation

This Agreement may be cancelled at any time with thirty (30) days written notice by either party.



Term and Effective Date

This agreement shall take effect upon date of last signature and shall remain in full force and effect until the end of calendar year 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed on the _____ day of _____, _____.

CITY OF PENSACOLA, FLORIDA

Activity Instructor Provider

Mayor, D.C. Reeves

Printed name and Title of above
signature as person authorized to legally
bind the Activity Service Provider.

Date: _____

Date: _____

Date: _____

Approved for form legality:

Attest: _____
City Clerk, Ericka Burnett

Approved as to Substance:

Adrian Stills
Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney



Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor 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 Contractor 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 Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor 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 Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00057

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Teniadé Broughton

SUBJECT:

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR COMMUNITY POLICING FOR FISCAL YEAR 2023

RECOMMENDATION:

That the City Council approve Amendment No. 1 to the Interlocal Agreement for Community Policing for the Fiscal Year 2023 with the City of Pensacola to increase the allocation to an amount not to exceed \$291,700 to increase police presence within the Urban Core Community Redevelopment Area, particularly during night and weekend hours

HEARING REQUIRED: No Hearing Required

SUMMARY:

One of the primary obstacles to urban revitalization is the perception of a lack of safety. This perception is typically related to criminal activity, may be real or perceived, and may involve both personal safety, as well as, the safety of property. Community policing innovations are one approach that can be initiated to target criminal activity within a community redevelopment area.

Revitalization has drawn significant numbers of people and activities to areas long underutilized. However, the Urban Core Community Redevelopment Area still experiences safety concerns of varying degrees. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing activities within the entirety of the Urban Core Community Redevelopment Area from 17th Avenue to A Street. The Interlocal Agreement for Community Policing for Fiscal Year 2023 was approved by the CRA on August 15, 2022, which allocated up to \$100,000 towards community policing innovations in this district. Currently the CRA and DIB, jointly, fund two dedicated community policing officer positions for the Urban Core district.

The City is requesting to add two additional dedicated officers to increase safety and security within the district, particularly during night time and weekend hours. The cost to add these positions is estimated at \$191,700, which includes funding for salaries and benefits and necessary equipment, uniforms and police bikes. The estimated cost breakdown is as follows:

Annual Salary	\$88,100
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Benefits	\$65,600
Equipment, Uniforms	\$30,000
Police Bike	\$8,000
Total	\$191,700

An amendment to the Interlocal Agreement is requested to increase the total amount authorized to an amount not to exceed \$291,700 to add the additional positions.

PRIOR ACTION:

August 15, 2022 - The CRA approved an Interlocal Agreement with the City of Pensacola for the purpose of providing community policing innovations within the Urban Core Redevelopment Area for Fiscal Year 2023 in an amount not to exceed \$100,000.

FUNDING:

Budget: \$ 291,700

Actual: \$ 291,700

FINANCIAL IMPACT:

Amendment of the Interlocal Agreement will increase the maximum amount of funding for community policing by \$191,700 to an amount not to exceed \$291,700. The supplemental funding will be transferred from Urban Core Acquisition and Redevelopment in the Fiscal Year 2023 CRA Fund budget.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) FY2023 Interlocal Agreement for Community Policing
- 2) Amendment No. 1 to FY2023 Interlocal Agreement for Community Policing

PRESENTATION: No

INTERLOCAL AGREEMENT
FOR COMMUNITY POLICING INNOVATIONS
FY 2023

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2022097394 9/28/2022 4:17 PM
OFF REC BK: 8866 PG: 334 Doc Type: AGM
Recording \$154.50

This **INTERLOCAL AGREEMENT** (the " Agreement"), is made and entered into as of this 23rd day of September, 2022 and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

WITNESSETH:

WHEREAS, the City Council of the City of Pensacola, Florida (the "City Council"), adopted Resolution No. 54-80 on September 25, 1980, which finding and determining the area described therein known as the "Urban Core Community Redevelopment Area," to be a "blighted area" (as defined in Section 163.340, Florida Statutes) and to be in need of redevelopment, rehabilitation and improvement, which finding and determination was reaffirmed in Resolution No. 65-81, adopted by the City Council on October 22, 1981; and

WHEREAS, on September 25, 1980, the City Council adopted Resolution No. 55-80, which, created the Community Redevelopment Agency, and declared the City Council to be the Agency as provided in Section 163.356, Florida Statutes; and

WHEREAS, on August 19, 2010, the City Council adopted Resolution 22-10, which amended Resolution No. 55-80 and provided for the continuation of the Pensacola Community Redevelopment Agency in conformity with the provisions of the 2010 Charter; and

WHEREAS, on March 8, 1984, the City Council adopted Ordinance No. 13-84, which created and established the Community Redevelopment Trust Fund for the Urban Core Community Redevelopment Area; and

WHEREAS, on March 27, 1984, the City Council of Pensacola, Florida, adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on April 6, 1989, the City Council adopted Resolution No. 18-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02-10, which repealed the Community Redevelopment Plan 1989 as amended and adopted the Urban Core Community Redevelopment Plan 2010; and

WHEREAS, the Agency is responsible for the implementation of the redevelopment plan for the redevelopment, rehabilitation and improvement of the urban core community redevelopment area in the City; and

WHEREAS, one of the primary obstacles to the redevelopment, rehabilitation and improvement of the urban core community redevelopment area is the perception of a lack of safety in areas that have seen decline over time and that are now stigmatized in the public mind; and

WHEREAS, the Redevelopment Act (hereinafter defined) authorizes municipalities and community redevelopment agencies to develop and implement Community Policing Innovations which in the singular is statutorily defined as “a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol”; and

WHEREAS, the Agency does not have nor exercise police powers nor employ police officers as needed to undertake Community Policing Innovations; and

WHEREAS, the City employs sworn law enforcement officers who have the police power and the ability to assist the Agency by focusing resources upon Community Policing Innovations in an effort to reduce crime within the Urban Core Community Redevelopment Area; and

WHEREAS, but for the cooperation of the parties and the assistance to be provided by the Agency to the City pursuant to this Agreement, the Agency would be without resources to undertake the Community Policing Innovations authorized by the Urban Core Community Redevelopment Plan; and

WHEREAS, the City and the Agency are willing to cooperate and provide assistance to each other and, to the extent permitted by law, all in such means and manner as will promote the rehabilitation and redevelopment of the urban core community redevelopment area, benefit the local economy, and be of substantial benefit to the Agency and the City by jointly undertaking community policing innovations within the urban core community redevelopment area;

WHEREAS, the Agency proposes to exercise its powers available under Part III, Chapter 163, Florida Statutes, as amended (the "Redevelopment Act") to aid, assist, and cause the rehabilitation and the redevelopment of the Urban Core Community Redevelopment Area to be accomplished by, among other things, using some of its "increment revenues" deposited in the Redevelopment Trust Fund (as hereinafter defined) together with funds provided by the City of

Pensacola General Fund to pay for certain Community Policing Innovations (hereinafter defined and referred to hereinafter as the “Project”) to be provided hereinafter by the City; and

WHEREAS, the City and the Agency desire to enter into an interlocal agreement setting forth the terms, conditions and responsibilities of a coordinated and collective effort to redevelop the Urban Core Community Redevelopment Area and continue to maintain the Project undertaken by the Agency; and

WHEREAS, the City and the Agency have determined that such an agreement to accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish important public purposes.

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the City and the Agency agree as follows:

ARTICLE 1: AUTHORITY

1.1. Authority.

This Agreement is entered into pursuant to and under the authority of Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes; Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981, Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

ARTICLE 2: DEFINITIONS

2.1. Definitions.

As used in this Agreement, the following capitalized terms shall have the following meanings, unless the context clearly indicates otherwise:

(1) “Act” means all or each of the following: Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981; Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

(2) “Agency” means the Community Redevelopment Agency of the City of Pensacola, Florida, and any successors or assigns.

(3) “Agency Payments” means, the periodic payments made by the Agency to the City from the Community Policing Innovations Account pursuant to Section 4.3 hereof.

(4) "Agency's Other Obligations" means the payment to be made by the Agency from Increment Revenues deposited in its Redevelopment Trust Fund in the manner, to the extent and so long as such payments are required, respectively, pursuant to resolutions or agreements adopted or entered into prior to or after the Effective Date and which are provided to be superior to the obligation of the Agency under this Agreement.

(5) "Agreement" means this Interlocal Agreement, including any amendments, revisions and exhibits thereto.

(6) "Available Increment Revenues" means Increment Revenues remaining from time to time in the Agency's Redevelopment Trust Fund after all payments and deposits required to be made therefrom for the Agency's Other Obligations have been made and paid by the Agency during that Fiscal Year.

(7) "City" means the City of Pensacola, Florida, a Florida municipal corporation, and any successors or assigns.

(8) "City Council" means the City Council, or such other body constituting the elected governing or legislative body of the City.

(9) "Community Policing Innovations" means law enforcement services provided by the City within the entirety of the Urban Core Community Redevelopment Area, in cooperation and in consultation with the Agency, to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the visitors district and community areas historically and currently prone to blight and less receptive to traditional law enforcement strategies, including, but not limited to, increased face to face contact with citizens, bike patrols, foot patrols, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, attendance at community functions that foster relationships based on trust where there has been a traditional divide or contentious relationship between the community and law enforcement, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

(10) "Community Policing Innovations Account" means the account created and established by Section 5.2 hereof and in which are deposited the Available Increment Revenues and from which the Agency Payments are made to fund the Community Policing Innovations described herein.

(11) "Community Redevelopment Area" or "Urban Core Community Redevelopment Area" means the area found to be a slum or blighted and described in Resolution No. 54-80, adopted by the City Council on September 25, 1980, as affirmed by Resolution No. 65-81, adopted by the City Council on October 22, 1981.

(12) "Effective Date" means the date on which this Agreement becomes effective as provided in Section 8.12 hereof.

(13) "Expiration Date" means the date on which this Agreement expires by its own terms and is no longer of any force and effect as provided in Section 8.7 hereof.

(14) “Fiscal Year” means the respective fiscal years of the City and the Agency commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive twelve (12) month period as may be hereafter designated pursuant to general law as the fiscal year of the Agency or the City, respectively.

(15) “Increment Revenues” means the funds received by the Agency and deposited in the Redevelopment Trust Fund in an amount equal to the incremental increase in ad valorem tax revenues calculated pursuant to Section 163.387, Florida Statutes, within the Community Redevelopment Area.

(16) “Plan” means the revised redevelopment plan for the Urban Core Community Redevelopment Area, adopted by the City Council on April 16, 1989, by the adoption of Resolution No. 19-89 as subsequently amended.

(17) “Redevelopment Trust Fund” means the trust fund of the Agency created and established by Ordinance No. 13-84, enacted by the City Council on March 8, 1984, into which Increment Revenues are deposited as provided by that ordinance (and any amendments or successors thereto) and the Redevelopment Act.

(18) “Termination Date” means September 30, 2023, or the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 7.5, whichever, occurs earlier.

2.2. Use of Words and Phrases.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word “person” shall include corporations and associations, including public bodies, as well as natural persons. “Herein”, “hereby”, “hereunder”, “hereof”, “hereinbefore”, “hereinafter”, and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

2.3. Florida Statutes.

Any and all references herein to the “Florida Statutes” are to Florida Statutes (2010), as later amended by any session law enacted during any regular or special session of the Legislature of the State of Florida subsequent to the adoption of Florida Statutes (2010).

ARTICLE 3: PURPOSE

3.1. Purpose.

The purpose of this Agreement is to induce, encourage and assist the redevelopment of the Community Redevelopment Area through assistance and cooperation in undertaking community policing innovations within the area. It is also the purpose of this agreement to avoid expending the Agency’s Increment Revenues (as defined in the Act) on general government

operating expenses unrelated to the planning and carrying out of the Plan. It is also the purpose of this Agreement to define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

ARTICLE 4: THE PROJECT

4.1. Description.

The Project consists of the City providing Community Policing Innovation services within the Urban Core Community Redevelopment Area, bounded by A Street, 17th Avenue, Cervantes Street, and Pensacola Bay, in its entirety, and in consideration of such services, the Agency Payments to the City.

4.2. Project Administration.

The City, in consultation and cooperation with the Agency, shall be responsible for and shall oversee the administration of the Project, and shall account to the Agency for all costs of the Project.

4.3. Agency Payments.

Within 45 days of receipt of periodic invoices from the City, accompanied by an accounting for the costs of the Project, the Agency shall pay from the Community Policing Innovations Account reimbursing Agency Payments to the City equal to the Actual costs of the Project. Provided, however, the sum of the Agency Payments shall not exceed \$100,000. Upon receipt of the Agency's written approval of any such invoice and accounting, the City's Chief Financial Officer may withdraw the Agency Payment directly from the Community Policing Innovations Account. Although this Sec. 4-3 contemplates and references the production of invoices, accountings and written approvals of invoices and accountings, these documents are accumulated and retained for subsequent auditing purposes and the periodic initiation and transfer of agency payments shall be accomplished through appropriate automated data processing means.

ARTICLE 5: FINANCING

5.1. General.

The parties mutually acknowledge and agree that the aggregate cost of undertaking Community Policing Innovations within the Community Redevelopment Area is not to exceed \$100,000 for Fiscal Year 2023. The Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof. All other costs will be paid from other funds available to the City and set aside and committed for the purpose of paying such costs.

5.2. Community Policing Innovations Account.

(1) The Agency covenants and agrees to establish an account separate and distinct from the Redevelopment Trust Fund to be known as the Community Policing Innovations Account in which the Available Increment Revenues shall be deposited and disbursements made as provided herein. This account is intended to be and shall constitute an escrow account for the purpose of funding the Project.

(2) The Agency's Available Increment Revenues deposited in the Community Policing Innovations Account shall constitute trust funds to secure the payments required to be made by the Agency and until such transfer and deposit, the Agency shall act as trustee of its moneys for the purposes thereof and such moneys shall be accounted for separate and distinct from all other funds of the Agency and shall be used only as provided herein.

(3) The Community Policing Innovations Account shall be deposited and maintained in one or more banks, trust companies, national banking associations, savings and loan associations, savings banks or other banking associations which are under Florida law qualified to be a depository of public funds, as may be determined by the entity maintaining possession and control of such funds and accounts.

5.3 Available Increment Revenues.

(1) During the Fiscal Year commencing upon the effective date of this agreement through Termination Date, the Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof.

(2) The Agency hereby encumbers, commits and pledges the Available Increment Revenues for the purposes of the transfers required by this Section 5.3.

(3) The Agency covenants and agrees with the City and does hereby grant a lien in favor of the City on the funds on deposit in the Community Policing Innovations Account for the purposes set forth in this Agreement. Funds on deposit in this Community Policing Innovations Account may only be used to pay the Costs of the Project. Any funds remaining after all costs of the Project have been paid shall be used only in the manner authorized by Section 163.387(7), Florida Statutes.

5.4. Enforcement of Increment Revenues Collections.

The Agency is currently receiving Increment Revenues, having taken all action required by law to entitle it to receive the same, and the Agency will diligently enforce its rights to receive the Increment Revenues and will not take any action which will impair or adversely affect its right to receive such funds or impair or adversely affect in any manner the Agency's covenant to budget and appropriate Available Increment Revenues for deposit to the Community Policing Innovations Account. The Agency and the City covenant and agree, so long as the Agency is required to make the Agency Payments, to take all lawful action necessary or required to continue the entitlement of the Agency to receive the Increment Revenues as now provided by law or may later be authorized, and to make the transfers required by this Agreement. The City does hereby covenant and agree that, so long as the Agency is required to make the Agency

Payments, to timely budget, appropriate and pay into the Redevelopment Trust Fund in each fiscal Year the amount required of it to be so paid by the Redevelopment Act. Notwithstanding any other provision herein to the contrary, the failure of the enforcement of collection of Increment Revenues by the Agency will not relieve the City of its obligations hereunder to pay the City Payment.

5.5. No General Obligation.

Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of the Agency or the City or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the City or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement, including the payment of any principal or, premium, if any, and interest on any indebtedness relating to the Project.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Agency.

The Agency represents and warrants to the City that each of the following statements is presently true and accurate and can be relied upon by the City:

(1) The Agency is the duly designated community redevelopment agency of the City, a validly existing body politic and corporate of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document contemplated hereby to which the Agency is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Agency and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been or will be duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon any party or the Agency, under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Agency's special acts, applicable ordinances, resolutions or any other agreement or instrument to which the Agency is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Agency outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby to which the Agency is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the Agency enforceable against it in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from

time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency against the Agency, which question the existence of the Agency, the determination of slum and blight in the Community Redevelopment Area, the adoption or implementation of the Plan, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the successful redevelopment of the Community Redevelopment Area, the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

(5) This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable to the Agency.

6.2. Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate and can be relied upon by the Agency:

(1) The City is a municipal corporation created under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document to which it is or will be a party has been duly authorized by all necessary action on the part thereof, and has been or will be duly executed and delivered by, it and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as been duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on it, or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon it, under any indenture, mortgage, deed or trust, bank loan or credit agreement, charter, applicable ordinances, resolutions or any other agreement or instrument, specifically including any covenants of any bonds, notes, or other forms of indebtedness outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby constitutes, or when entered in will constitute, a legal, valid and binding obligation enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency against it, which question its existence, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(5) This Agreement does not violate any laws, ordinance, rules, regulations, orders, contract, or agreements that are or will be applicable to the City.

ARTICLE 7: DEFAULT; TERMINATION

7.1. Default by the Agency.

(1) Provided the City is not in default under this Agreement as set forth in Section 7.2 hereof, there shall be an “event of default” by the Agency under this Agreement upon the occurrence of any one or more of the following:

(a) The Agency fails to perform or comply with any material provision of this Agreement and such nonperformance shall have continued, after written notice thereof by the City to the Agency; or

(b) The Agency shall have failed or refused to make any of the Agency Payments when due and payable; or

(c) The Agency shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Agency of any material part of its properties; or

(d) Within sixty (60) days after the commencement of any proceeding by or against the Agency seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of the Agency or any trustee, receiver or liquidator of the Agency or of any material part of its properties, such appointment shall not have been vacated.

(2) If any “event of default” described in Subsection 7.1(1) hereof shall have occurred, the City may, after giving thirty (30) days written notice of such event of default to the Agency, and upon expiration of such thirty (30) day notice period, if such event of default has not been cured, terminate this Agreement or institute an action seeking such remedies as are available to the City, or both.

7.2. Default by the City.

(1) Provided the Agency is not then in default under this Agreement, there shall be an “event of default” by the City to this Agreement under this Agreement upon the occurrence of any the following:

(a) The City does not perform as required hereunder and such nonperformance shall have continued, after written notice thereof by the Agency to the City; or

(b) The City shall have failed or refused to proceed with or cause the timely completion of the Project.

(2) If an "event of default" described in Subsection 7.2(1) hereof shall have occurred, the Agency, after giving thirty (30) days written notice of such event of default to the City and upon the expiration of such thirty (30) day period if such event of default has not been cured, may terminate this Agreement or institute an action seeking such remedies as are available to the Agency hereunder.

7.3. Obligations, Rights and Remedies Not Exclusive.

The rights and remedies specified herein to which either the Agency or the City are entitled are not exclusive and are not intended to be to the exclusion of any other remedies or means or redress to which any party hereto may otherwise lawfully be entitled.

7.4. Non-Action or Failure to Observe Provisions of this Agreement.

The failure of any party hereto to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any available right or remedy, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

7.5. Effect of Termination.

(1) Upon the occurrence of an event described in Section 7.1 or 7.2 hereof and receipt by any party of an election to terminate this Agreement pursuant to Sections 7.1 or 7.2 hereof, then this Agreement shall terminate and all obligations of any parties hereto shall then cease and be released and no longer be of any force and effect.

(2) In the event of a termination of this Agreement pursuant to this Section 7.5, no party hereto shall be obligated or liable to any other in any way, financial or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by any party hereto, hereunder or contemplated hereby.

ARTICLE 8: MISCELLANEOUS

8.1. Amendments.

This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

8.2. This Agreement Constitutes a Contract.

All parties hereto acknowledge that they will rely on the pledges, covenants and obligations created herein for the benefit of the parties hereto, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of it becoming effective as provided in Section 8.12.

8.3. Assignment.

No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

8.4. Severability.

The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

8.5. Controlling Law; Venue.

Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

8.6. Members Not Liable.

(1) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in its, his or their individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

8.7. Expiration of Agreement.

(1) Unless sooner terminated as provided in Article 7, this Agreement shall expire and terminate on the Termination Date.

(2) The parties hereto covenant and agree that upon this Agreement expiring and terminating all rights, privileges, obligations and responsibilities of any party hereunder shall expire and be of no force and effect, except to the extent any provision hereof expressly survives expiration as provided herein and survives termination as provided in Section 7.5.

(3) Any funds remaining in the Community Policing Innovations Account upon the expiration of this Agreement, which are not encumbered or obligated for any payment shall be used only in the manner authorized by Section 163.387, Florida Statutes.

8.8. Third Party Beneficiaries.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof.

8.9. Notices.

(1) Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

To the Agency: Community Redevelopment Agency of
The City of Pensacola, Florida
Post Office Box 12910
Pensacola, Florida 32521-0001
Attention: Manager

To the City: City of Pensacola
Post Office Box 12910
Pensacola, Florida 32521-0001
Attention: City Administrator

(2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above or as changed pursuant to this Section 8.9.

8.10. Execution of Agreement.

This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in Section 8.11 hereof, his or her signature shall nevertheless be valid and sufficient for

all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

8.11. Filing with County Clerk of the Court.

The City Clerk is hereby authorized and directed after approval of this Agreement by the Agency and the City Council and the execution hereof by the duly qualified and authorized officers of each of the parties hereto as provided in Section 8.10 hereof, to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County Florida, as provided by Section 163.01(11), Florida Statutes.

8.12. Effective Date.

This Agreement shall become effective immediately upon filing with the Clerk of the Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes.

8.13. City and Agency Not Liable.

Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, FLORIDA

Teniade Broughton
Teniade Broughton, CRA Chairperson

Attest:

Ericka L. Burnett
Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

Grover C. Robinson, IV
Grover C. Robinson, IV, Mayor

Attest:

Ericka L. Burnett
Ericka L. Burnett, City Clerk

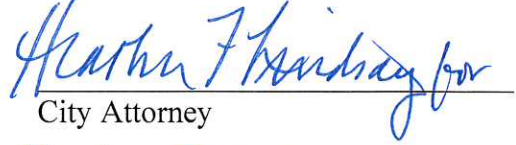


Approved as to Content:



Victoria D'Angelo, Asst. CRA Manager

Approved as to Form and Execution:



Heather F. Lindsay
Asst. City Attorney



Legislation Details (With Text)

File #: 22-00803 **Version:** 1 **Name:**
Type: Action Item **Status:** Passed
File created: 8/1/2022 **In control:** Community Redevelopment Agency
On agenda: 8/15/2022 **Final action:** 8/15/2022
Enactment date: **Enactment #:**
Title: FISCAL YEAR 2023 COMMUNITY POLICING INTERLOCAL AGREEMENT
Sponsors: Teniade Broughton
Indexes:
Code sections:
Attachments: 1. FY2023 Community Policing Interlocal Agreement

Date	Ver.	Action By	Action	Result
8/15/2022	1	Community Redevelopment Agency	Approved	Pass

ACTION ITEM

SPONSOR: Teniade Broughton, Chairperson

SUBJECT:

FISCAL YEAR 2023 COMMUNITY POLICING INTERLOCAL AGREEMENT

RECOMMENDATION:

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

SUMMARY:

One of the primary obstacles to urban revitalization is the perception of a lack of safety. This perception is typically related to criminal activity, may be real or perceived, and may involve both personal safety, as well as, the safety of property. Community policing innovations are one approach that can be initiated to target criminal activity within a community redevelopment area.

Revitalization has drawn significant numbers of people and activities to areas long underutilized. However, the Urban Core Community Redevelopment Area still experiences safety concerns of varying degrees. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing activities within the entirety of the Urban Core Community Redevelopment Area from 17th Avenue to A Street.

PRIOR ACTION:

July 25, 2002 - City Council adopted Resolution No. 21-02, CRA Plan Additional Priority Element - Urban Core Area Community Policing Innovations.

January 20, 2010 - City Council adopted Resolution No. 02-10, Urban Core Community Redevelopment Plan, 2010, including Community Policing Innovations for the Urban Core.
September 20, 2010 - CRA approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 23, 2010 - City Council approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 19, 2011 - CRA approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

September 22, 2011 - City Council approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

November 28, 2011 - CRA approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

December 1, 2011 - City Council approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

May 8, 2017 - CRA approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing until September 30, 2018.

October 8, 2018 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2019.

April 8, 2019 - CRA authorized the purchase and installation of a security camera at Jefferson Street and Government Street under the Fiscal Year 2019 Urban Core Community Policing Interlocal Agreement.

September 9, 2019 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2020.

September 12, 2019 - City Council approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2020.

September 8, 2020 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2021.

September 7, 2021 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2022.

FUNDING:

Budget: \$ 100,000

Actual: \$ 100,000

FINANCIAL IMPACT:

Funding in the amount of \$100,000 has been included in the CRA Fiscal Year 2023 proposed budget for the Interlocal Agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/4/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Sherry Morris, Development Services Director
Victoria D'Angelo, Assistant CRA Manager

ATTACHMENTS:

- 1) FY2023 Community Policing Interlocal Agreement

PRESENTATION: Yes

AMENDMENT NO.1
INTERLOCAL AGREEMENT
FOR COMMUNITY POLICING INNOVATIONS
FY 2023

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT** (the " Agreement"), is made and entered into as of this ____day of _____, 2023 and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

WITNESSETH:

WHEREAS, on August 8, 2022, the Agency and the City entered into an Interlocal Agreement for the purpose of undertaking community policing innovations within the Urban Core Community Redevelopment Area ("the District"); and

WHEREAS, the Interlocal Agreement established that the amount of Agency payments made towards the undertaking of community policing activities would not exceed \$100,000 for Fiscal Year 2023; and

WHEREAS, the Agency and City, jointly, desire to add two additional dedicated officers within the District in an effort to improve safety and security within the District, particularly during night and weekend hours; and

WHEREAS, the addition of such services is estimated to cost \$191,700; and

WHEREAS, the Agency and City agree to increase the amount of Agency payments to be made in accordance with the Interlocal Agreement to an amount not to exceed \$291,700 for the Fiscal Year 2023; and

WHEREAS, both the Agency and City desire to continue the community policing activities embodied in the Interlocal Agreement; and

WHEREAS, the Agency and City, desire to amend the Interlocal Agreement upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and agreements herein contained, it is agreed by the Agency and City that the Interlocal Agreement shall be amended as follows:

1. The Parties agree that the recitals above are true and correct and are hereby incorporated into this Amendment.
2. Section Article 4.3 of the Interlocal Agreement is amended to increase the sum of Agency Payments to be made under the terms of the Interlocal Agreement during Fiscal Year 2023 from an amount not to exceed \$100,000 to an amount not to exceed \$291,700.
3. The remaining provisions of the Interlocal Agreement shall remain in full force and effect.
4. This Amendment No. 1 to the Interlocal Agreement shall be recorded by the CRA upon full execution.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT
AGENCY
OF THE CITY OF PENSACOLA,
FLORIDA

Teniade Broughton, CRA Chairperson

Attest:

Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

D.C. Reeves, Mayor

Attest:

Ericka L. Burnett, City Clerk

Approved as to Content:

Approved as to Form and Execution:

Victoria D'Angelo, Assistant CRA Manager

Charlie Pepler, City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00023

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Charles Bare

SUBJECT:

WORKSHOP REGARDING SHORT TERM RENTALS

RECOMMENDATION:

That City Council schedule a workshop with the topic being Short Term Rentals. Further that the Council President and Council Executive schedule the workshop at the earliest possible convenience.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The popularity of Pensacola as a tourist destination has led to a greater number and frequency of visitors using short term vacation rentals. When these short-term rentals occur in single family neighborhoods, there can be negative impacts to the residential quality of the community. Potential impacts can include an increase in litter, traffic, parking issues and noise complaints.

The popularity of short-term and vacation rental reservation companies makes it easy to advertise to a large audience. In recent years, some homes have been purchased in residential neighborhoods and converted to short-term rentals.

In 2014, the Florida Legislature passed House Bill 356. This bill ended the prohibition on municipal regulation of short-term rentals; however, local governments cannot prohibit or regulate the duration or frequency of short-term rentals. Other cities such as Hollywood, Florida have enacted ordinances to regulate short-term rentals. Regulations can include items such as the requirement to purchase a business tax receipt, creation of a vacation rental license, safety and operational inspections and the availability of a vacation rental representative who can be contacted 24/7 when the home is rented.

A workshop will give the council and mayor the opportunity to discuss the impact short-term/vacation rentals are having on residential neighborhoods and discuss possible legislative remedies.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None for workshop.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-008

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Delarian Wiggins

SUBJECT:

RESOLUTION 2023-008 - PROVIDING FOR THE REMOVAL OF A BOARD MEMBER FROM THE WESTSIDE REDEVELOPMENT BOARD

RECOMMENDATION:

That City Council adopt Resolution 2023-008.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA; PROVIDING FOR THE REMOVAL OF A BOARD MEMBER FROM THE WESTSIDE REDEVELOPMENT BOARD; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Mr. Perkins was appointed to the Westside Redevelopment Board (WRD) in March of 2019 to fill an unexpired term. He was reappointed in March of 2021 to a three-year term.

During the term March 2021 through December 2022, there were eight (8) meetings of the WRD held, of the eight (8) meetings, Mr. Perkins failed to attend six (6) of the meetings.

Contact was made with Mr. Perkins in September of 2022 to ascertain the issue as well as his desire to remain on the Board. At this time, Don Kraher went to Mr. Perkins' residence and had a discussion with him. Mr. Perkins advised that he was still desirous of being on the Board and stated he was not aware that he had missed meetings. He advised that he would attend the December meeting.

In preparation for the December meeting, CRA staff reached out to Mr. Perkins to ensure that he was able to attend the meeting. Mr. Perkins advised that he would, "probably" be there. Mr. Perkins missed the December meeting.

Due to the lack of attendance and in accordance with the City Charter, Council Rules and Procedures and Florida Statute 112.501, staff is requesting that Mr. Jimmie Perkins be removed from the Westside Redevelopment Board and that the process of finding a replacement follow the normal procedure.

PRIOR ACTION:

March 28, 2019 - Appointed to the Westside Redevelopment Board

March 25, 2021 - Reappointed to the Westside Redevelopment Board

September 29, 2022 - Letter sent regarding Westside Redevelopment Board Absences

December 28, 2022 - Letter of Notification sent regarding Removal from Westside Redevelopment Board

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Resolution No. 2023-008
- 2) Letter - Westside Redevelopment Board Absences
- 3) Letter of Notification - Removal from Westside Redevelopment Board

PRESENTATION: No

RESOLUTION
NO. 2023-008

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA; PROVIDING FOR THE REMOVAL OF A BOARD MEMBER FROM THE WESTSIDE REDEVELOPMENT BOARD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Westside Community Redevelopment Area Board was established on September 11, 2014, via Ordinance 33-14; and

WHEREAS, within this enabling ordinance is the provision for the removal of a board member, stating, "Any member of the Board may be removed from office during the three-year term for just cause by the City Council;" and

WHEREAS, under Pensacola City Charter Section 5.05 – City Boards, Commissions and Authorities, City Council is charged with the establishment of such boards, commissions and authorities, as well as determining the procedures, membership, and removal from City boards, commissions, and authorities; and

WHEREAS, Section 3.04 – Council Established Boards, of the City Council Rules and procedures provides that, "Removal of board members shall be in accordance with state statute and/or the policy and procedures set forth by the City Council;" and

WHEREAS, Florida Statute 112.501 – Municipal board members; suspension removal – provides that, "any person who is appointed or confirmed by the governing body of a municipality to be a member of a board, commission, authority, or council which is created or authorized by general law, special act, or municipal charter...by resolution specifying facts sufficient to advise the municipal board member as to the basis for his or her suspension or removal and after reasonable notice to the municipal board member and an opportunity for the member to be heard, a governing body of the municipality may...Suspend or remove from office any municipal board member for malfeasance, misfeasance, neglect of duty, habitual drunkenness, incompetence, or permanent inability to perform his or her official duties;" and

WHEREAS, Mr. Jimmie Perkins was originally appointed to the Westside Redevelopment Board on March 28, 2019, filling an unexpired term, then reappointed on March 25, 2021, for a three year term; and

WHEREAS, on September 29, 2022, Mr. Perkins was made aware of attendance issues; and

WHEREAS, during the term from March 2021 through December 2022 there were eight (8) potential meetings requiring attendance, and Mr. Perkins missed six (6) of the eight (8) meetings; and

WHEREAS, on December 28, 2022, Mr. Perkins was provided reasonable notice of the intent to request his removal from the Board, advising that he would have the opportunity to be heard when this came before City Council for consideration.

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

Section 1. That the above stated recitals are hereby ratified and confirmed as being true, and they are incorporated into the resolution by reference as if set forth herein.

Section 2. That City Council hereby removes Mr. Jimmie Perkins from the Westside Redevelopment Board for neglect of duty, To Wit: Failure to adequately attend required meetings.

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



Jimmie Perkins
1720 W. Intendencia St.
Pensacola, FL. 32502

September 29, 2022

RE: Westside Redevelopment Board Absences

Dear Board Member Perkins,

Thank you for your service on the Westside Redevelopment Board. In order for the Board to conduct business, a quorum of the Board members is necessary. With this in mind, it appears that your attendance has become an issue. Records indicate absences from three (3) of the four (4) meetings held in 2022. If circumstances have changed which inhibit your ability to serve, please consider resigning from the board at this time. Please note that within City Council purview is the ability to remove a board member where appropriate, a voluntary resignation is much preferred.

We respectfully request that you confirm your intention for continuing to serve on the Board no later than Friday, October 14, 2022.

If circumstances have changed and you are no longer in a position to serve at this time, please submit a letter or email of resignation to City of Pensacola CRA, ATTN: Tiffany Whiting, 222 W. Main St, Pensacola, FL 32502 or email to twhiting@cityofpensacola.com. With a resignation in good standing, should your circumstances change, you will be eligible for reconsideration upon future vacancies.

We look forward to hearing from you and thank you for your service on the Westside Redevelopment Board.

Sincerely,

Victoria D'Angelo

Assistant CRA Manager

/Tw

Cc: Don Kraher, Council Executive

City of Pensacola
Community Redevelopment Agency
222 W. Main Street
Pensacola, FL 32502
(850) 436-5640

In Pensacola's three Community Redevelopment Areas, the CRA is charged with preparing and administering plans designed to:

- Eliminate Blight
- Rehabilitate & Conserve Property
- Address Affordable Housing
- Help Reduce & Prevent Crime



*America's First Settlement
Established 1559*

Office of City Council

Jimmie Perkins
1720 W. Intendencia St.
Pensacola, FL 32502

December 28, 2022

Re: Removal from the Westside Redevelopment Board

Mr. Perkins

Please accept letter as notification that on January 19, 2023, the Pensacola City Council will consider a request to formally remove you from the Westside Redevelopment Board due to the lack of attendance during 2022.

Attendance records show that from March 2021 to December 2022, you have missed six (6) of eight (8) meetings. On September 29, 2022 you received a letter from CRA staff advising you of this issue, you also received an in-person visit from Don Kraher, Council Executive regarding this issue at which time you indicated your desire to remain on the board, at that time you assured Mr. Kraher that you would be in attendance at the upcoming meeting.

In accordance with Florida Statute 112.501 – Municipal board members; suspension; removal, you are hereby given reasonable notice of the request for removal from the Westside Redevelopment Board for neglect of duty (failure to attend meetings). At the meeting on the 19th, you will have an opportunity to be heard by the City Council, should you so choose.

If circumstances have changed which preclude your participation on the Board, and should you choose to submit a request to resign from the board, this matter will be handled internally without the need for presentation to the City Council.

Should you have any questions, please feel free to contact me at dkraher@cityofpensacola.com or 850-435-1686.

Regards,

Don Kraher
Council Executive



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-004

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-004 - FY 2023 NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-004.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Purchase orders carried forward are on a separate budget resolution to be approved by City Council. The attached unencumbered carryover budget resolution includes appropriations for the following:

- Items budgeted in FY 2022 but not purchased or encumbered

For various reasons, certain items that were budgeted in FY 2022 were not purchased or encumbered. The unexpended appropriations are carried forward to the new fiscal year so that these items can be purchased.

City Council Discretionary Funds in the amount of \$73,049 are being carried forward to FY 2023. Additionally, at the public hearings to adopt the Fiscal Year 2023 Budget, City Council directed Staff to take those remaining funds designated for each Councilmember's Training budgets to be carried forward to their Fiscal Year 2023 Council Discretionary Funds, and the remaining funds designated for each Councilmember's Transportation to be carried forward to their Fiscal Year 2023 District Town Hall Meetings. That will provide an additional \$21,780 to Council Discretionary Funds and \$23,580 to each District's Town Hall Meetings. Additionally, remaining balances for personnel services and operating expenses for City Council and City Council support staff has been carried over in the amount of \$225,151, for a total carryforward amount of \$343,560.

A total of \$76,477 designated for Traffic Signals & Street Lights for each Council District is being carried forward to FY 2023. Additionally, funding in the amount of \$54,378 is being carried forward for the Marketplace Greenway as well as \$24,919 of remaining funds for the Pensacola Active Transportation Plan.

Balances remaining for the following funds are also being carried forward: Saenger Theatre Capital Projects, Tree Planting Trust Fund, Homeless Initiatives, Public Works, Special Grants Fund, Community Redevelopment Agency Fund, Parking Fund, Section 8 Housing Assistance Fund, Law Enforcement Trust Fund, Natural Disaster Fund, Eastside TIF Fund, Inspection Services Fund, Westside TIF Fund, Community Maritime Park Management Services Fund, American Rescue Plan Fund, Local Option Sales Tax Fund, CRA Series 2017 Capital Projects Fund, CRA Series 2019 Capital Projects Fund, Stormwater Capital Projects Fund, Gas Utility Fund, Port Fund, Airport Fund, Insurance Retention Fund, Innovation & Technology Department, Engineering Services Division, and Central Garage.

- Items to be purchased with additional unexpended FY 2022 appropriations

In some instances, departments have requested that unexpended appropriations be used to fund items that were not anticipated when the FY 2022 Budget was prepared. Sufficient unexpended FY 2022 appropriations are available to fund these requests.

These requests, along with Items budgeted in FY 2022 but not purchased or encumbered, Changes in Revenue estimates, and other changes can all be seen in the detailed attachments.

- Appropriation of Fund Balance

Fund Balance is appropriated as necessary to cover the planned expenditures.

- Other Changes

Included in this supplemental budget resolution is a transfer from 9196 - Salary Increases (Non-Union) and 9195 - Salary Increases (Union) to 9111 - Salaries where the expenses were charged.

PRIOR ACTION:

September 14, 2022 - City Council formally adopted a beginning FY 2023 Budget on Budget Resolution No. 2022-089.

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the supplemental budget resolution are covered by fund balances, shifts in expenses, or estimated revenue changes. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2023.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/6/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration and Enterprise
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2023-004
- 2) Supplemental Budget Explanation No. 2023-004
- 3) Jan CO items - Breakdown No. 2023-004

PRESENTATION: No

**RESOLUTION
NO. 2023-004**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. GENERAL FUND

	Fund Balance	4,109,245
As Reads:	State Reimbursable Agreements	233,095
Amended		
To Read	State Reimbursable Agreements	288,895
1) City Council		
As Reads:	Personnel Services	904,800
Amended		
To Read	Personnel Services	920,287
As Reads:	Operating Expenses	724,483
Amended		
To Read	Operating Expenses	1,208,330
2) Mayor		
To:	Grants & Aids	15,524
As Reads:	Personnel Services	1,602,300
Amended		
To Read	Personnel Services	1,712,700
As Reads:	Operating Expenses	565,400
Amended		
To Read	Operating Expenses	971,700

3) City Clerk		
As Reads:	Operating Expenses	51,700
Amended		
To Read	Operating Expenses	69,200
4) Legal		
As Reads:	Operating Expenses	209,800
Amended		
To Read	Operating Expenses	241,739
5) Human Resources		
As Reads:	Operating Expenses	215,200
Amended		
To Read	Operating Expenses	272,859
6) Planning Services		
As Reads:	Operating Expenses	215,600
Amended		
To Read	Operating Expenses	330,158
7) Parks & Recreation		
To:	Capital Outlay	16,000
As Reads:	Operating Expenses	1,312,317
Amended		
To Read	Operating Expenses	1,404,917
8) Public Works & Facilities Maintenance		
To:	Capital Outlay	650,000
As Reads:	Personnel Services	2,409,400
Amended		
To Read	Personnel Services	2,412,600
As Reads:	Operating Expenses	4,460,189
Amended		
To Read	Operating Expenses	5,868,642
9) Fire		
As Reads:	Operating Expenses	1,705,844
Amended		
To Read	Operating Expenses	1,726,184

10) Police		
To:	Capital Outlay	480,000
As Reads:	Operating Expenses	4,810,029
Amended		
To Read	Operating Expenses	5,000,543
12) Non-Departmental		
To:	Grants and Aids - Saenger Theatre Capital	50,724

B. TREE PLANTING TRUST FUND

	Fund Balance	613,274
To:	Grants & Aids	1,350
As Reads:	Operating Expenses	70,907
Amended		
To Read	Operating Expenses	682,831

C. HOUSING INITIATIVES FUND

	Fund Balance	503,272
As Reads:	Operating Expenses	7,700
Amended		
To Read	Operating Expenses	510,972

D. SPECIAL GRANTS FUND

To:	Miscellaneous	297,221
As Reads:	Federal Grants	3,017,859
Amended		
To Read:	Federal Grants	6,913,160
As Reads:	State Grants	235,000
Amended		
To Read:	State Grants	1,027,218
As Reads:	Personal Services	110,300
Amended		
To Read:	Personal Services	240,063
As Reads:	Operating Expenses	668,277
Amended		
To Read:	Operating Expenses	2,015,528

As Reads:	Capital Outlay	1,585,973
Amended		
To Read:	Capital Outlay	3,898,315
As Reads:	Grants & Aids	994,700
Amended		
To Read:	Grants & Aids	2,190,084

E. COMMUNITY DEVELOPMENT BLOCK GRANT FUND

As Reads:	Federal Government	1,527,052
Amended		
To Read:	Federal Government	2,077,980
As Reads:	Grants & Aids	1,117,600
Amended		
To Read:	Grants & Aids	1,668,528

F. COMMUNITY REDEVELOPMENT AGENCY FUND

	Fund Balance	4,522,777
To:	Miscellaneous	100,000
As Reads:	Operating Expenses	3,784,838
Amended		
To Read:	Operating Expenses	6,198,206
As Reads:	Capital Outlay	508,152
Amended		
To Read:	Capital Outlay	1,741,155
As Reads:	Grants & Aids	558,870
Amended		
To Read:	Grants & Aids	1,535,276

G. STORMWATER UTILITY FEE FUND

	Fund Balance	13,200
As Reads:	Operating Expenses	899,300
Amended		
To Read:	Operating Expenses	912,500

H. PARKING MANAGEMENT FUND

	Fund Balance	882,000
As Reads:	Capital Outlay	40,421
Amended		
To Read:	Capital Outlay	922,421

I. SECTION 8 HOUSING ASSISTANCE FUND

As Reads:	Federal Grants	22,798,400
Amended		
To Read:	Federal Grants	24,106,985
As Reads:	Personnel Services	1,399,600
Amended		
To Read:	Personnel Services	2,157,364
As Reads:	Operating Expenses	21,446,657
Amended		
To Read:	Operating Expenses	21,966,478
As Reads:	Capital Outlay	80,392
Amended		
To Read:	Capital Outlay	111,392

J. LAW ENFORCEMENT TRUST FUND

	Fund Balance	64,175
To:	Personnel Services	10,000
As Reads:	Operating Expenses	39,743
Amended		
To Read:	Operating Expenses	93,773
As Reads:	Capital Outlay	16,420
Amended		
To Read:	Capital Outlay	16,565

K. NATURAL DISASTER FUND

As Reads:	Federal Grants	2,935,323
Amended		
To Read:	Federal Grants	24,002,523
As Reads:	State Grants	326,147
Amended		
To Read:	State Grants	2,666,947
As Reads:	Operating Expenses	3,260,808
Amended		
To Read:	Operating Expenses	26,668,808

L. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND

	Fund Balance	786,971
As Reads:	Operating Expenses	210,591
Amended		

To Read:	Operating Expenses	538,680
As Reads: Amended	Capital Outlay	16,439
To Read:	Capital Outlay	118,068
As Reads: Amended	Grant & Aids	17,011
To Read:	Grant & Aids	374,264

M. INSPECTION SERVICES FUND

	Fund Balance	127,828
As Reads: Amended	Operating Expenses	721,700
To Read:	Operating Expenses	784,270
As Reads: Amended	Capital Outlay	98,334
To Read:	Capital Outlay	163,592

N. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND

	Fund Balance	1,419,345
To:	Capital Outlay	405,525
As Reads: Amended	Operating Expenses	1,018,538
To Read:	Operating Expenses	1,459,826
As Reads: Amended	Grants & Aids	230,200
To Read:	Grants & Aids	802,732

O. TENNIS FUND

	Fund Balance	200,000
To:	Capital Outlay	200,000

P. COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND

	Fund Balance	454,046
As Reads: Amended	Operating Expenses	1,047,952
To Read:	Operating Expenses	1,501,998

Q. AMERICAN RESCUE PLAN FUND

As Reads:	Federal Grants	1,158,314
Amended		
To Read:	Federal Grants	11,709,093
To:	Personnel Services	375,348
To:	Grants & Aids	4,192,205
As Reads:	Operating Expenses	112,718
Amended		
To Read:	Operating Expenses	1,477,806
As Reads:	Capital Outlay	1,045,596
Amended		
To Read:	Capital Outlay	5,663,734

R. LOCAL OPTION SALES TAX FUND

	Fund Balance	26,260,789
To:	Esc. County Contributiond - RSTC	1,302,546
To:	Transfer to Airport	14,310,466
To:	Transfer to Port	117,658
As Reads:	Capital Outlay	7,901,899
Amended		
To Read:	Capital Outlay	21,583,907

S. CRA SERIES 2017 CAPITAL PROJECTS FUND

	Fund Balance	5,068,867
As Reads:	Capital Outlay	263,312
Amended		
To Read:	Capital Outlay	5,332,179

T. CRA SERIES 2019 CAPITAL PROJECTS FUND

	Fund Balance	8,430,790
As Reads:	Capital Outlay	6,180,407
Amended		
To Read:	Capital Outlay	14,611,197

U. STORMWATER CAPITAL PROJECTS FUND

Fund Balance		4,058,717
As Reads: Amended	Operating Expenses	907,900
To Read:	Operating Expenses	1,304,577
As Reads: Amended	Capital Outlay	2,003,945
To Read:	Capital Outlay	5,665,985

V. GAS UTILITY FUND

Fund Balance		144,020
As Reads: Amended	Operating Expenses	51,551,077
To Read:	Operating Expenses	51,580,097
As Reads: Amended	Capital Outlay	2,102,842
To Read:	Capital Outlay	2,217,842

W. PORT FUND

Fund Balance		28,109
As Reads: Amended	State Grant Revenue	14,993
To Read:	State Grant Revenue	200,553
To:	Transfer in From Local Option Sales Tax Fund	101,227
As Reads: Amended	Operating Expenses	2,010,020
To Read:	Operating Expenses	2,121,097
As Reads: Amended	Capital Outlay	650,876
To Read:	Capital Outlay	854,695

X. AIRPORT FUND

Fund Balance		4,318,814
To:	Airport Parking Revenues	1,650,000
To:	Automobile Rental Revenues	200,000
To:	Gift Shop Revenues	50,000
To:	Intrest Income	100,000

As Reads:	Federal Grant Revenue	14,577,748
Amended		
To Read:	Federal Grant Revenue	25,876,780
As Reads:	State Grant Revenue	5,210,381
Amended		
To Read:	State Grant Revenue	33,940,883
As Reads:	Private Grant Revenue	5,795,041
Amended		
To Read:	Private Grant Revenue	105,227,590
As Reads:	Transfer in From Local Option Sales Tax Fund	1,936,910
Amended		
To Read:	Transfer in From Local Option Sales Tax Fund	14,310,477
To:	Grants & Aids	786,896
As Reads:	Operating Expenses	13,156,365
Amended		
To Read:	Operating Expenses	24,706,811
As Reads:	Capital Outlay	27,520,080
Amended		
To Read:	Capital Outlay	173,337,202

Y. INSURANCE RETENTION FUND

	Fund Balance	99,697
As Reads:	Operating Expenses	879,400
Amended		
To Read:	Operating Expenses	979,097

Z. CENTRAL SERVICES FUND

	Fund Balance	1,478,402
1) Technology Resources		
As Reads:	Operating Expenses	1,859,960
Amended		
To Read:	Operating Expenses	3,063,410
2) Engineering Services		
To:	Capital Outlay	73,219
As Reads:	Operating Expenses	166,000
Amended		
To Read:	Operating Expenses	167,733
3) Central Garage		

As Reads:	Operating Expenses	407,314
Amended		
To Read:	Operating Expenses	553,474
As Reads:	Capital Outlay	88,125
Amended		
To Read:	Capital Outlay	141,965

AA. SPECIAL ASSESSMENTS FUND

To:	Special Assessments	100,000
To:	Other Non-Operating	100,000

BB. ALL FUNDS

As Reads:	9111 - Salaries	47,844,278
Amended		
To Read:	9111 - Salaries	48,920,178
As Reads:	9195 - Salary Increases (Union)	492,200
Amended		
To Read:	9195 - Salary Increases (Union)	0
As Reads:	9196 - Salary Increases (Non-Union)	583,700
Amended		
To Read:	9196 - Salary Increases (Non-Union)	0

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

Adopted: _____

Approved: _____
 President of City Council

Attest:

 City Clerk

THE CITY OF PENSACOLA
JANUARY 2023 UNENCUMBERED CARRYOVER RESOLUTION NO. 2023-004

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Estimated Revenues		
State Reimbursable Agreements	55,800	Increase estimated revenue from State Reimbursable Agreements
Total Revenues	<u>55,800</u>	
Fund Balance	<u>4,058,521</u>	Increase appropriated fund balance - FY 2022 Departmental Carryforward
Sub-Total Fund Balance	<u>4,058,521</u>	
Fund Balance	<u>50,724</u>	Increase appropriated fund balance - Saenger Theatre
Total Revenues & Fund Balance	<u><u>4,165,045</u></u>	
Appropriations		
(1) City Council		
Personnel Services	15,487	Increase appropriation for Personnel Services - FY 2022 Carryforward
Operating Expenses	483,847	Increase appropriation for Operating Expenses - FY 2022 Carryforward
(2) Mayor		
Personnel Services	110,400	Increase appropriation - Personnel Services- FY 2022 Carryforward
Operating Expenses	406,300	Increase appropriation - Operating Expenses- FY 2022 Carryforward
Grants & Aids	15,524	Appropriate funding for Grants and Aids - FY 2022 Carryforward
(3) City Clerk		
Operating Expenses	17,500	Increase appropriation - Operating Expenses- FY 2022 Carryforward
(4) Legal		
Operating Expenses	31,939	Increase appropriation - Operating Expenses- FY 2022 Carryforward
(5) Human Resources		
Operating Expenses	57,659	Increase appropriation - Operating Expenses- FY 2022 Carryforward
(6) Planning Services		
Operating Expenses	114,558	Increase appropriation - Operating Expenses- FY 2022 Carryforward
(7) Parks & Recreation		
Operating Expenses	92,600	Increase appropriation - Operating Expenses- FY 2022 Carryforward
Capital Outlay	16,000	Appropriate funding for Capital Outlay- FY 2022 Carryforward
(8) Public Works		
Personnel Services	3,200	Increase appropriation for Personnel Services - FY 2022 Carryforward
Operating Expenses	1,408,453	Increase appropriation - Operating Expenses- FY 2022 Carryforward
Capital Outlay	650,000	Appropriate funding for Capital Outlay- FY 2022 Carryforward
(9) Fire		
Operating Expenses	20,340	Increase appropriation for Operating Expenses - FY 2022 Carryforward
(10) Police		
Operating Expenses	190,514	Increase appropriation for Operating Expenses - FY 2022 Carryforward
Capital Outlay	480,000	Appropriate funding for Capital Outlay - FY 2022 Carryforward
(11) Non-Departmental		
Grants and Aids - Saenger Theatre Capital	50,724	Appropriate funding for Capital Outlay- Saenger Capital Purchases - FY 2022 Carryforward
Total Appropriations	<u><u>4,165,045</u></u>	

THE CITY OF PENSACOLA
JANUARY 2023 UNENCUMBERED CARRYOVER RESOLUTION NO. 2023-004

FUND	AMOUNT	DESCRIPTION
B. TREE PLANTING TRUST FUND		
Fund Balance	<u>613,274</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	611,924	Increase appropriation for Operating Expenses - FY 2022 Carryforward
Grants & Aids	<u>1,350</u>	Appropriate funding for Grants & Aids - FY 2022 Carryforward
Total Appropriations	<u>613,274</u>	
C. HOUSING INITIATIVES FUND		
Fund Balance	<u>503,272</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>503,272</u>	Increase appropriation for Operating Expenses - FY 2022 Carryforward
Total Appropriations	<u>503,272</u>	
D. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	3,895,301	Increase estimated revenue from Federal Grants
Miscellaneous	297,221	Appropriate estimated revenue from Miscellaneous Revenue
State Grants	<u>792,218</u>	Increase estimated revenue from State Grants
Total Estimated Revenues	<u>4,984,740</u>	
Appropriations		
Personnel Services	129,763	Increase appropriation Personnel Services - FY 2022 Carryforward
Operating Expenses	1,347,251	Increase appropriation for Operating Expenses - FY 2022 Carryforward
Capital Outlay	2,312,342	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Grants & Aids	<u>1,195,384</u>	Increase appropriation for Grants & Aids - FY 2022 Carryforward
Total Appropriations	<u>4,984,740</u>	
E. COMMUNITY DEVELOPMENT BLOCK GRANT FUND		
Estimated Revenues		
Federal Government	<u>550,928</u>	Appropriate estimated revenue from Federal Government
Total Estimated Revenues	<u>550,928</u>	
Appropriations		
Grants & Aids	<u>550,928</u>	Increase appropriation for Grants & Aids - Additional Federal Funding
Total Appropriations	<u>550,928</u>	

THE CITY OF PENSACOLA
JANUARY 2023 UNENCUMBERED CARRYOVER RESOLUTION NO. 2023-004

FUND	AMOUNT	DESCRIPTION
F. COMMUNITY REDEVELOPMENT AGENCY FUND		
Estimated Revenues		
Misc. Revenue	100,000	Appropriate estimated revenue from Misc Revenues
Total Estimated Revenues	100,000	
Fund Balance	4,522,777	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>4,622,777</u>	
Appropriations		
Operating Expenses	43,178	Increase appropriation for Operating Expenses - FY 2022 Carryover - CRA Tax Increment Administration
Operating Expenses	240,142	Appropriate funding for Operating Expenses - FY 2022 Carryover - Urban Core TIF- Plans & Studies
Operating Expenses	22,400	Increase appropriation - FY 2022 Carryover - Fountain Repair
Operating Expenses	53,136	Increase appropriation for Operating Expenses - FY 2022 Carryover - Management
Operating Expenses	60,050	Increase appropriation for Operating Expenses - FY 2022 Carryover - Garden Street Streetscape
Operating Expenses	1,683,530	Increase appropriation for Operating Expenses - FY 2022 Carryover - Urban Core- Acquisition & Redvelopment
Operating Expenses	310,932	Appropriate funding for Operating Expenses - FY 2022 Carryover - Blue Wahoos Stadium Improv
Capital Outlay	1,072,055	Increase appropriation for Capital Outlay- FY 2022 Carryover - Mgmt- Devillers Streetscape/ Garden
Capital Outlay	60,948	Increase appropriation for Capital Outlay - Hollice Williams Park (AKA Skate Park)
Capital Outlay	100,000	Appropriate funding for Capital Outlay - Improv at or adjacent to Admiral / Vets Park
Grants & Aids	437,952	Increase appropriation for Grants & Aids - FY 2022 Carryover - AF Housing (Prop Improv Pgm)
Grants & Aids	297,319	Increase appropriation for Grants & Aids - FY 2022 Carryover - Commercial Façade Pgm
Grants & Aids	150,000	Increase appropriation for Grants & Aids - FY 2022 Carryover - UC TIF Resiliency
Grants & Aids	31,645	Increase appropriation for Grants & Aids - CRA- Parks & Public Spaces
Grants & Aids	29,200	Increase appropriation for Grants & Aids - FY 2022 Carryover -RPIP- Romana St
Grants & Aids	20,710	Increase appropriation for Grants & Aids - FY 2022 Carryover - RPIP - W. Intendencia St -Bellanova
Grants & Aids	9,430	Increase appropriation for Grants & Aids - FY 2022 Carryover - RPIP - W. Intendencia St -Johnson
Grants & Aids	150	Increase appropriation for Grants & Aids - FY 2022 Carryover - Former Srvc Station
Total Appropriations	<u>4,622,777</u>	
G. STORMWATER UTILITY FEE FUND		
Fund Balance	13,200	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>13,200</u>	
Appropriations		
Operating Expenses	13,200	Increase appropriation for Operating Expenses - FY 2022 Carryover - Fuel and Lubricants
Total Appropriations	<u>13,200</u>	
H. PARKING MANAGEMENT FUND		
Fund Balance	882,000	Increase appropriated fund balance
Appropriations		
Capital Outlay	882,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>882,000</u>	

THE CITY OF PENSACOLA
JANUARY 2023 UNENCUMBERED CARRYOVER RESOLUTION NO. 2023-004

FUND	AMOUNT	DESCRIPTION
I. SECTION 8 HOUSING ASSISTANCE FUND		
Estimated Revenues		
Federal Grants	1,308,585	Increase estimated revenue from Federal Grants
Total Estimated Revenues	<u>1,308,585</u>	
Appropriations		
Personnel Services	757,764	Increase appropriation for Personnel Services - FY 2022 Carryforward
Operating Expenses	519,821	Increase appropriation for Operating Expenses - FY 2022 Carryforward
Capital Outlay	31,000	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Total Appropriations	<u>1,308,585</u>	
J. LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>64,175</u>	Increase appropriated fund balance
Appropriations		
Personnel Services	10,000	Appropriate funding for Personnel Services - FY 2022 Carryforward
Operating Expenses	54,030	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Capital Outlay	145	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Total Appropriations	<u>64,175</u>	
K. NATURAL DISASTER FUND		
Estimated Revenues		
Federal Grants	21,067,200	Increase estimated revenue Federal Grants - FY 2022 Carryforward
State Grants	2,340,800	Increase estimated revenue State Grants - FY 2022 Carryforward
Total Estimated Revenues	<u>23,408,000</u>	
Appropriations		
Operating Expenses	23,408,000	Increase appropriation for Operating Expenses - FY 2022 Carryforward
Total Appropriations	<u>23,408,000</u>	
L. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	<u>786,971</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	50,072	Appropriate funding for Operating Expenses - FY 2022 Carryover - Property Acquisition/Mgmt
Operating Expenses	135,943	Increase appropriation for Operating Expenses - FY 2022 Carryover - ES TIF- Acquisition & Redevelopment
Operating Expenses	104,124	Appropriate funding for Operating Expenses - FY 2022 Carryover - Eastside - Redevelopment Plan
Operating Expenses	37,950	Increase appropriation for Operating Expenses - FY 2022 Carryover -Administration
Capital Outlay	101,629	Appropriate funding for Capital Outlay - FY 2022 Carryover - Dr MLK Dr - Land Acq
Grants and Aids	257,253	Appropriate funding for Grants & Aids - FY 2022 Carryover - Affordable Housing (Prop Improv Pgm)
Grants and Aids	100,000	Appropriate funding for Grants & Aids - FY 2022 Carryover - Eastside TIF - Resiliency
Total Appropriations	<u>786,971</u>	

THE CITY OF PENSACOLA
JANUARY 2023 UNENCUMBERED CARRYOVER RESOLUTION NO. 2023-004

FUND	AMOUNT	DESCRIPTION
M. INSPECTION SERVICES FUND		
Fund Balance	<u>127,828</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	62,570	Increase appropriation for Operating Expenses - FY 2022 Carryforward
Capital Outlay	<u>65,258</u>	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Total Appropriations	<u>127,828</u>	
N. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	<u>1,419,345</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	44,839	Increase appropriation for Operating Expenses - FY 2022 Carryforward - Westside TIF Administration
Operating Expenses	94,628	Appropriate funding for Operating Expenses - FY 2022 Carryforward - Westside - Plans & Studies
Operating Expenses	14,461	Increase appropriation for Operating Expenses - FY 2022 Carryforward - Westside - Acquisition & Mgmt
Operating Expenses	23,920	Appropriate funding for Operating Expenses - FY 2022 Carryforward - Westside - Complete Streets - FDOT Garden
Operating Expenses	263,440	Increase appropriation for Operating Expenses - FY 2022 Carryforward - WS - Acquisition & Redevelopment
Capital Outlay	223,380	Appropriate funding for Grants & Aids - FY 2022 Carryforward - Complete Streets- Legion
Capital Outlay	182,145	Appropriate funding foGrants & Aids - FY 2022 Carryforward - W. Blount - Acquisition & Redevelopment
Grants and Aids	318,881	Increase appropriation for Grants & Aids - FY 2022 Carryforward - AF Housing
Grants and Aids	153,651	Increase appropriation for Grants & Aids - FY 2022 Carryforward - WS TIF Commercial Façade Program
Grants and Aids	100,000	Increase appropriation for Grants & Aids - FY 2022 Carryforward - Resiliency
Total Appropriations	<u>1,419,345</u>	
O. TENNIS FUND		
Fund Balance	<u>200,000</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	<u>200,000</u>	Appropriate funding for Capital Outlay - FY 2022 Carryforward
Total Appropriations	<u>200,000</u>	
P. COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND		
Fund Balance	<u>454,046</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>454,046</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>454,046</u>	

THE CITY OF PENSACOLA
JANUARY 2023 UNENCUMBERED CARRYOVER RESOLUTION NO. 2023-004

FUND	AMOUNT	DESCRIPTION
Q. AMERICAN RESCUE PLAN FUND		
Estimated Revenues		
Federal Grants	<u>10,550,779</u>	Increase estimated revenue from Federal Grants - FY 2022 Carryforward
Total Estimated Revenues	<u>10,550,779</u>	
Appropriations		
Personnel Services	375,348	Appropriate funding for Personnel Services - FY 2022 Carryforward
Operating Expenses	1,365,088	Increase appropriation for Operating Expenses - FY 2022 Carryforward
Capital Outlay	4,618,138	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Grants and Aids	<u>4,192,205</u>	Appropriate funding for Grants & Aids - FY 2022 Carryover
Total Appropriations	<u>10,550,779</u>	
R. LOCAL OPTION SALES TAX FUND		
Estimated Revenues		
Esc. County Contributions - RSTC	<u>1,302,546</u>	Increase estimated revenue from Esc. County Contributions - RSTC
Total Revenues	<u>1,302,546</u>	
Fund Balance	9,600	Increase appropriated fund balance - Penny for Progress (PFP)
Fund Balance	<u>26,251,189</u>	Increase appropriated fund balance - LOST IV
Total Fund Balance	<u>27,563,335</u>	
Appropriations		
PFP - Blount School	9,600	Increase appropriation - FY 2022 Carryforward - PFP
LOST IV - Womens Veteran Memorial	40,000	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Chappie James Memorial	166,000	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Rplc 10 Pierce Truck Unit #964-10	23,203	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Rplc 08 Crown Victori Unit #905-08	11,579	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Fire Training Simulator	64,245	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Fire Mobile Data Terminals	3,703	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Rplc 10 Pierce Unit #920-10	1,325	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - New Extrication Equipment	3,200	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Cancer Decon Equipment Match	8,300	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Police Marked Vehicles	25,037	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Police Unmarked Vehicles	30,507	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Body Cameras	6,094	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Police Cad Hardware	6,500	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Police Mobile Data Terminals	280	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Miovision Palafox/Leonard	507	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Sidewalk Improvements	598,331	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Intersection Improvements	35,820	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Pavement Management	1,341,101	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Burgess Rd	109,314	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Traffic Calming	48,116	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - College Blvd School Safety	147,373	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - General Energy Conserv	235,000	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - General ADA Improvements	160,858	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - 9th Ave Bridge St. Light	20,811	Increase appropriation - FY 2022 Carryforward - LOST IV

THE CITY OF PENSACOLA
JANUARY 2023 UNENCUMBERED CARRYOVER RESOLUTION NO. 2023-004

FUND	AMOUNT	DESCRIPTION
LOST IV - Street Reconstruction	42,035	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Goya Drive St Lighting	46,268	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Palafox Road Diet	1,200,000	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Rplc Toro Infield Sand Pro	18,000	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Parks Boat Dock Replacement	75,000	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Rplc Unit #588-06-06 Bus	21,512	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - New Specialized Van	13,990	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Rplc 4 Roll off Containers	24,000	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Rplc Unit #564-91 Ford Pickup	385	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Rplc Unit Unit #528-93 Ford F250	997	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Rplc Toro Infield Sand Pro	2,051	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Rplc Unit#5758	45	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - General Athletic Improvements	4,611	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Cecil Hunter Pool	149,608	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Cobb Center	122,004	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - East Pensacola Heights	63,288	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Fricker Center	472,854	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Osceola Golf Course	21,150	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Roger Scott Athletic Complex	81,533	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Roger Scott Complex Swimming Pool	78,148	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Roger Scott Tennis Center	2,201,879	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Roger Scott Tennis Center	1,376,111	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Vickery Center	323,078	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Woodland heights Community Center	525,000	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Exchange Parking	165,000	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Exchange Park Concession	35,129	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Bayview Park	4,932	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Bill Gregory Park	25,000	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Bryan Park	15,951	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Chimney Park	15,000	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Lavallet Park	1,528	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Magee Field	124,009	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Tippin Park	100,000	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Highland Terrace Park	67,400	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Wayside East Seawall	1,424,500	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Baylen Street Marina	77,260	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - General Park Improvement	693	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Park Sidewalk Improvement	47,972	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Reserves - Capital Equipment	137,920	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Transfer to Airport	14,310,466	Appropriate funding for Transfer to Airport - FY 2022 Carryforward - LOST IV
LOST IV - Transer to Port	117,658	Appropriate funding for Transfer to Port - FY 2022 Carryforward - LOST IV
LOST IV - Fire PO Ecumbered	546,797	Increase appropriation - FY 2022 PO Ecumbered Carryforward - LOST IV
LOST IV - Traffic Calming	82,000	Increase appropriation - FY 2022 Carryforward - LOST IV
LOST IV - Roger Scott Complex - Pool Bathrooms	600,000	Appropriate funding for - FY 2022 Carryforward - LOST IV
LOST IV - General Park Improvement	250,566	Increase appropriation - FY 2022 Carryforward - LOST IV
Total Appropriations	<u>28,110,132</u>	

THE CITY OF PENSACOLA
JANUARY 2023 UNENCUMBERED CARRYOVER RESOLUTION NO. 2023-004

FUND	AMOUNT	DESCRIPTION
S. CRA SERIES 2017 CAPITAL PROJECTS FUND		
Fund Balance	<u>5,068,867</u>	Increase appropriated fund balance
Appropriations		
Urban Core		
"A" St. Revitalization	838,730	Increase appropriation for Capital Outlay - FY 2022 Carryforward
"A" St. Revitalization ENG SCVS	53,442	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Reus St. Revitalization	6,544	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Devilliers St. Rehabilitation	9,200	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Eastside TIF		
Land Acq- 2700 Dr. MLK Drive	87,265	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Chappie James Site & Streetscape Improv	377,345	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Westside TIF		
PFP- American Creosote- Land Acq	100,000	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Alice Day Williams Daycare	300,000	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Moreno STWTR- 901 W. Blount	168,501	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Acquisition Lee St/W Moreno Stormwater Park	200,000	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Property Acquisition & Redevelopment	648,672	Increase appropriation for Capital Outlay - FY 2022 Carryforward
"A" St. Revitalization	905,834	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Lee St./W Moreno Stormwater Park	1,316,132	Increase appropriation for Capital Outlay - FY 2022 Carryforward
"A" St. Revitalization ENG SCVS	<u>57,202</u>	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Total Appropriations	<u>5,068,867</u>	
T. CRA SERIES 2019 CAPITAL PROJECTS FUND		
Fund Balance	<u>8,430,790</u>	Increase appropriated fund balance
Appropriations		
Urban Core		
Capital Outlay		
SCAPE - Bruce Beach	461,131	Increase appropriation for Capital Outlay FY 2022 Carryforward
SCAPE - Street & Streetscape Improv	68,319	Increase appropriation for Capital Outlay FY 2022 Carryforward
HASTAG PH I Construction	3,740,000	Increase appropriation for Capital Outlay FY 2022 Carryforward
HASTAG PH I ENG Fees	175,000	Increase appropriation for Capital Outlay FY 2022 Carryforward
Bruce Beach PH I Construction	634,240	Increase appropriation for Capital Outlay FY 2022 Carryforward
Bruce Beach PH I ENG Fees	86,083	Increase appropriation for Capital Outlay FY 2022 Carryforward
Bruce Beach PH II Construction	3,266,017	Increase appropriation for Capital Outlay FY 2022 Carryforward
Total Appropriations	<u>8,430,790</u>	

THE CITY OF PENSACOLA
JANUARY 2023 UNENCUMBERED CARRYOVER RESOLUTION NO. 2023-004

FUND	AMOUNT	DESCRIPTION
U. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	<u>4,058,717</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	396,677	Increase appropriation for Operating Expenses - FY 2022 Carryforward
Bayou Texar Channel Dr	347,283	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Stormwater Vaults City-Wide	551,899	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Pipe Plugs	30,921	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Land Acquisition Retention Pond Sites	216,600	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Spanish Trail Retention Pond	14,266	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Grant Match Funding	471,715	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Bayou Texar O/F - Bayou Blvd, Lee, Lloyd, Stanley	1	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Bayou Texar O/F - Scott, Yates, Lakeview, Strong	22,189	Increase appropriation for Capital Outlay - FY 2022 Carryforward
"L" Street @ Kiwanis Park	205,548	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Pensacola Bay O/F - 9th Ave	3,086	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Langley Ave & Homewood	76,676	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Pensacola Bay O/F - Spring Street	1	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Barrancas Ave - "E" to "L" Street	218,671	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Cordova Square Pond Rehabilitation	362,376	Increase appropriation for Capital Outlay - FY 2022 Carryforward
SCADA/Telemetry Software & Equipment	11,240	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Cross Street - MLK to 9th Avenue	5,544	Increase appropriation for Capital Outlay - FY 2022 Carryforward
12th @ Fairfield Dr	102,367	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Summit Blvd - Spanish Trail to Firestone	69,361	Increase appropriation for Capital Outlay - FY 2022 Carryforward
FDEM Grant - 12th Ave & Cross	2,729	Increase appropriation for Capital Outlay - FY 2022 Carryforward
New Hope Pond Improvements	20,339	Increase appropriation for Capital Outlay - FY 2022 Carryforward
La Rua Landing Pond Improvements	9,814	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Main & G St Infrastructure Imprv	206,595	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Spanish Trail Pipe Rehabilitation	50,000	Increase appropriation for Capital Outlay - FY 2022 Carryforward
I St Pipe Rehabilitation	662,819	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Total Appropriations	<u>4,058,717</u>	
V. GAS UTILITY FUND		
Fund Balance	<u>144,020</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	29,020	Increase appropriation for Operating Expenses - FY 2022 Carryforward
Capital Outlay	115,000	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Total Appropriations	<u>144,020</u>	

THE CITY OF PENSACOLA
JANUARY 2023 UNENCUMBERED CARRYOVER RESOLUTION NO. 2023-004

FUND	AMOUNT	DESCRIPTION
W. PORT FUND		
Estimated Revenues		
State Grant Revenue	185,560	Increase estimated revenue from State Grants
Transfer in From Local Option Sales Tax Fund	101,227	Appropriate estimated revenue - Transfer in From Local Option Sales Tax Fund
Total Revenues	<u>286,787</u>	
Fund Balance	28,109	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>314,896</u>	
Appropriations		
State Grants - Operating Expenses	83,308	Increase appropriation for Operating Expenses - FY 2022 Carryforward
State Grants - Capital Outlay	102,251	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Port Match - Operating Expenses	27,769	Increase appropriation for Operating Expenses - FY 2022 Carryforward
Port Match - Capital Outlay	101,568	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Total Appropriations	<u>314,896</u>	
X. AIRPORT FUND		
Estimated Revenues		
Airport Parking Revenues	1,650,000	Increase estimated revenues from Airport Parking
Automobile Rental Revenues	200,000	Increase estimated revenues from Automobile Rental Revenues
Gift Shop Revenues	50,000	Increase estimated revenues from Gift Shop Revenues
Intrest Income	100,000	Increase estimated revenues from Intrest Income
Federal Grant Revenue	11,299,032	Increase estimated revenue from Federal Grants
State Grant Revenue	28,730,502	Increase estimated revenue from State Grants
Private Grant Revenue	99,432,549	Increase estimated revenue from Private Grants
Transfer In From Local Option Sales Tax Fund	12,373,567	Increase estimated revenue from Transfer In From Local Option Sales Tax Fund
Total Revenues	<u>153,835,650</u>	
Fund Balance	4,318,814	Increase appropriated fund balance - Departmental
Total Fund Balance	<u>4,318,814</u>	
Total Estimated Revenues and Fund Balance	<u>158,154,464</u>	
Appropriations		
Operating Expenses - Airport O & M	2,005,500	Increase appropriation for Operating Expenses - Airport O & M - FY 2022 Carryforward
Operating Expenses - Federal Grants	9,544,946	Increase appropriation for Operating Expenses - Federal Grants - FY 2022 Carryforward
Capital Outlay - Airport O & M	4,313,314	Increase appropriation for Capital Outlay - Airport O & M - FY 2020 Carryforward
Capital Outlay - Federal Grants	932,190	Increase appropriation for Capital Outlay - Federal Grants - FY 2022 Carryforward
Capital Outlay - State Grants	28,730,502	Increase appropriation for Capital Outlay - State Grant - FY 2022 Carryforward
Capital Outlay - ST Aerospace	111,841,116	Increase appropriation for Capital Outlay - ST Aerospace - FY 2022 Carryforward
Grants & Aids	786,896	Appropriate funding for Grants & Aids - CARES - FY 2022 Carryforward
Total Appropriations	<u>158,154,464</u>	

THE CITY OF PENSACOLA
JANUARY 2023 UNENCUMBERED CARRYOVER RESOLUTION NO. 2023-004

FUND	AMOUNT	DESCRIPTION
Y. INSURANCE RETENTION FUND		
Estimated Revenue		
Fund Balance	<u>99,697</u>	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>99,697</u>	
Appropriations		
Operating Expenses	<u>99,697</u>	Increase appropriation for Operating Expenses - FY 2022 Carryforward
Total Appropriations	<u>99,697</u>	
Z. CENTRAL SERVICES FUND		
Fund Balance	<u>1,478,402</u>	Increase appropriated fund balance
Appropriations		
1) Technology Resources		
Operating Expenses	<u>1,203,450</u>	Increase appropriation for Operating Expenses - FY 2022 Carryforward
	1,203,450	
2) Engineering Services		
Operating Expenses	1,733	Increase appropriation for Operating Expenses - FY 2022 Carryforward
Capital Outlay	<u>73,219</u>	Appropriate funding for Capital Outlay - FY 2022 Carryforward
	74,952	
3) Central Garage		
Operating Expenses	146,160	Increase appropriation for Operating Expenses - FY 2022 Carryforward
Capital Outlay	<u>53,840</u>	Increase appropriation for Capital Outlay - FY 2022 Carryforward
	200,000	
Total Appropriations	<u>1,478,402</u>	
AA. SPECIAL ASSESSMENTS FUND		
Estimated Revenue		
Special Assessments	<u>100,000</u>	Appropriate estimated assessment revenue from Special Assessments
Total Revenue	<u>100,000</u>	
Appropriations		
Other Non-Operating	<u>100,000</u>	Appropriate funds for Other Non-Operating
Total Appropriations	<u>100,000</u>	
BB. ALL FUNDS		
Appropriations		
9111 - Salaries	492,200	Transfer from 9195 - Salary Increases (Union)
9195 - Salary Increases (Union)	(492,200)	Transfer to 9111 - Salaries
9111 - Salaries	583,700	Transfer from 9196 - Salary Increases (Non-Union)
9196 - Salary Increases (Non-Union)	<u>(583,700)</u>	Transfer to 9111 - Salaries
Total Appropriations	<u>0</u>	

FY 2022 Carryover to FY 2023

Fund	Title	Amount	Further Explanation/Notes
GENERAL FUND			
<u>Mayor</u>			
	Personnel Services	110,400.00	Senior Grant Writer- currently unfunded- Salary & Benefits
	Grant & Aids -	15,524.00	Broadview Farms, Scenic Heights, Cordova Farms, Towne Square HOA
	Operating- Discretionary	2,400.00	Carryforward for Historic Marker- The Pensacola Jaycees 1955 Little League baseball team
	Operating	100,000.00	To establish budget for Economic & Neighborhood Development Director
	Operating-Professional Services	300,000.00	Citywide strategic plan
	Computers & Equipment	3,900.00	Carry forward for computer replacements from FY 2022
<u>City Council</u>			
	Personnel Services	15,487.00	
	Market Place Greenway- operating supplies	54,378.00	
	Operating	166,695.00	Professional services City Council
	Operating- Lighting	76,477.00	Lighting each district- each City Council District
	Operating- Pensacola Active Trans Plan	24,919.00	Pensacola Active Trans Plan
	Operating - Town Hall Meetings	23,580.00	Increase for Town hall meetings each district
	Operating- Discretionary	20,635.00	Discretionary fund district 1 & Carryover Training to Discretionary Fund
	Operating- Discretionary	4,206.00	Discretionary fund district 2 & Carryover Training to Discretionary Fund
	Operating- Discretionary	23,867.00	Discretionary fund district 3 & Carryover Training to Discretionary Fund
	Operating- Discretionary	23,354.00	Discretionary fund district 4 & Carryover Training to Discretionary Fund
	Operating- Discretionary	7,701.00	Discretionary fund district 5 & Carryover Training to Discretionary Fund
	Operating- Discretionary	9,672.00	Discretionary fund district 6 & Carryover Training to Discretionary Fund
	Operating- Discretionary	4,623.00	Discretionary fund district 7 & Carryover Training to Discretionary Fund
	Operating- Discretionary	771.00	Discretionary fund district 2 - reimbursement for check cut back to city
	operating - council support cost center	42,969.00	Professional services for Council support
<u>City Clerk</u>			
	Operating- non-cap	17,500.00	Clerks office cabinets
<u>City Attorney</u>			
	Operating Expenses- Other contractual Services	20,739.00	To fund new software
	Operating Expenses- Non - cap	8,000.00	purchase office furniture
	Operating Expenses- Training	3,200.00	fund upcoming training
<u>Human Resources</u>			
	Professional Services	30,000.00	City Wide Salary Survey
	Professional Services	24,500.00	Compensation Study
	Computers & Equipment	3,159.00	lap top for new Human Resources Admin
<u>Outside Agency Funding</u>			
Saenger Theatre	Cargo Van	50,724.00	

Development Services

Planning

Other contractual services	14,558.00	To be used for remodel
Professional Services	100,000.00	LDC Assessment

Parks & Rec

Professional Services	23,000.00	Tree Litigation
Other Contractual Services	9,300.00	Installation of Chutes Des Cubes - Admiral Mason
Other Contractual Services	9,300.00	Fricker Center breaker lights
Small Tools & Minor Equipment	51,000.00	Additional Barricades qty 250 And Trl Outfitting
Capital	16,000.00	Trailers qty 2

Public Works

Personnel Services	3,200.00	9125- for PW - Bldg Maint - City Facility & Maint. transition
Repair & Maintenance	96,326.00	Intersection Improvements
Repair & Maintenance	40,800.00	State Reimbursable Agreements
Repair & Maintenance	9,525.00	For special cleaning of City Hall
Repair & Maintenance	2,000.00	Repair Signal Vehicle Invertor
Repair & Maintenance	70,000.00	Goya Street Traffic Calming
Repair & Maintenance	25,000.00	
Repair & Maintenance	600,000.00	Roger Scott Pool Bathrooms
Repair & Maintenance	196,000.00	McClellan Street Sidewalks
Repair & Maintenance	400,000.00	City Asset Maintenance
Small Tools and Minor Equipment	50,000.00	Traffic Signs/ Message Boards
Maintenance & Repair of Vehicle	7,702.00	Vehicle engine #77215 Carryover from FY 22
Professional Services	15,000.00	State Reimbursable Agreements
Professional Services	277,000.00	Congestion Management Plan
Other Contractual Services	6,000.00	Maintenance of Traffic (MOT) Flagger and MOT intermediate Training
Utilities	211,600.00	Anticipated shortfall for utilities
Fuels & Lubricants	21,500.00	Anticipated shortfall for Fuel & Lubricants
Professional Services	30,000.00	Building Assessments for City Buildings

Fire

Uniform Clothing	20,340.00	to cover Price increase for uniforms & PPE gear
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Police

Capital Equipment	300,000.00	MRAP Tactical Vehicle
Construction in progress	180,000.00	Security Fence for Police Headquarters
Other contractual Services	190,514.00	Addtl funding body camera system (1st 5YR Commitment)

Total General Fund

4,165,045.00

Tree Planting Fund

Operating	611,924.00	
Grant and Aids	1,350.00	

Housing Incentives

Operating	503,272.00	
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Total General Fund W Tree & Housing

5,281,591.00

Grants 102

Grant Holding Account	46,263.00	Carry forward Fund 102
Donation for K-9 Unit	11,383.00	
Citizen Police Academy	4,603.00	
Police Donations	4,403.00	
FY 20 HIDTA Grant	18,057.00	
FY 20 JAG-Traffic Control	17,253.00	
FY 21 HIDTA Grant	19,180.00	
FY 21 HIDTA Grant	8,136.00	
FY 21 Load Bearing Vest	17,894.00	
Fire Training Donation	3,998.00	
Welty Family Trust Donation	6,707.00	
Fire-Car Seat Donations	400.00	
Fire Cancer Decon Grant	24,462.00	
Barrancas Ave Stormwater	500,000.00	
Bayou Chico Stormwater Study	6,211.00	
FY 22 Resilient Program	159,600.00	
FY 22 Brownsfield Grant	355,826.00	
FY 22 Brownsfield Grant	14,023.00	
FY 22 Brownsfield Grant	2,000.00	
FDOT Beautification	23,919.00	
SHIP	7,189.00	
SHIP	52,148.00	off set with additional revenue anticipated FY 23 per Housing Dept.
Home	13,902.00	
Home	877,044.00	
CDBG CV1-CV3 Cares	2,034.00	
CDBG CV1-CV3 Cares	27,432.00	
CDBG CV1-CV3 Cares	102,861.00	
CDBG CV1-CV3 Cares	364,801.00	
CDBG CV1-CV3 Cares	210,004.00	
FDOT West Main Corridor	249,000.00	
FDOT Legion Field Lap	86,710.00	
CMP Public Fishing Marina	1,435,395.00	
Baars Park & Sanders Beach Kayak	8,201.00	
Shearer Sr Ctr Donation	66.00	
Fricke Center Donation	1,873.00	
Cobb Center Donations	1,050.00	
Franks Trust Donation-Bayview	5,000.00	
Raising the American Flag	5,475.00	
DIB:Donation MLK Restrooms	211,475.00	
Skate Park	23,762.00	
Bruce Beach Signage	55,000.00	
Total Grant Fund	4,984,740.00	

Housing

Section 8 HAP-Rentals	119,622.00	Balance to carry forward from Previous Award
Consolidated Vouchers-personnel Svcs	117,000.00	
Emergency Housing Vouchers-personnel Svcs	25,100.00	
Vouchers -Personnel Services	615,664.00	
Vouchers- Rental Asst pmt	300,000.00	
Under Subsidy Pymt	10,000.00	
Vouchers Training	28,000.00	
Repair & Maintenance	13,000.00	
Other Contractual Services	45,000.00	
Non- Capital Assts	4,199.00	
Capital - Machinery & Equipment	31,000.00	

CDBG Fund

CDBG Projects Aid to Private Agent	550,928.00
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Total Housing 1,859,513.00

CRA

Urban Core 105

Repair & Maintenance	53,136.00	
Professional Services	1,966,850.00	
Contractual Services	22,400.00	
Agricultural supplies	6,710.00	
Unclassified- Garden St Streetscape	364,272.00	
Capital	1,133,003.00	Devillers, Hollice Williams Park
Capital	100,000.00	Improv at or adjacent to Admiral / Vets Park
Grants		
CRA RPIP-9883	497,292.00	
Commercial Program-9883	297,469.00	
CRA- parks & Public spaces-9883	31,645.00	
Residential Resil. Program -9883	150,000.00	

4,622,777.00

Eastside 121

Repair & Maintenance	50,072.00	
Professional Services	278,017.00	
Capital	101,629.00	2700 Dr. MLK Dr Land Acq
RPIP-9883	257,253.00	
Residential Resil. Program -9883	100,000.00	

786,971.00

Westside 123

Repair & Maintenance	14,461.00	
Professional Services	402,907.00	
Contractual Services	23,920.00	
Capital	405,525.00	Legion,901 Blount Acq, 900 Blount Acq
RPIP-9883	318,881.00	
Commercial Program-9883	153,651.00	
Residential Resil. Program -9883	100,000.00	

1,419,345.00

Total CRA Fund 6,829,093.00

Stormwater Fund		
Fuel & Lubricants	6,000.00	Est. Shortfall of Fuel and Lubricants anticipated for FY 2023
Computers & Equipment	7,200.00	Carryforward computer replacements for FY 2022
Total Stormwater Fund	<u>13,200.00</u>	
Parking Management		
Capital outlay	250,000.00	Capital improvements to South Palafox
Capital outlay	632,000.00	General improv to downtown parking district & Equipment for Expansion
Total Parking Mgt Fund	<u>882,000.00</u>	
Law Enforcement Trust Fund		
	-	
Personnel	10,000.00	Violence Crime Task Force & Covert Task Force carryover LETF
Operating	54,030.00	carryover existing LETF appropriations
Capital	145.00	carryover existing LETF appropriations
Total Law Enforcement Trust Fund	<u>64,175.00</u>	
Natural Disaster Fund		
Unclassified	23,408,000.00	Off set Expenditure carryforwards with Federal & State revenues
Total Natural Disaster Fund	<u>23,408,000.00</u>	
Building Inspections		
Repair & Maintenance	30,000.00	Conference room remodel/painting
Small tools & Minor Equipment	18,770.00	Tools Needed and not acquired in 2022 - Ladders(4), laptop bags(4), Ipad(1), ipad cases(10), Ipad holders in vehicles(10), Shop Vac & cord (1), & TV wall mounts(3)
Clothing Supplies	3,200.00	Additional Safety Boots & uniforms
Other Contractual Services	7,800.00	Software increases- Bluebeam Subscriptions(10) & ATCTA Software(1)
Computers & Equipment	2,800.00	Printer for scanning room (1)
Office Equipment	20,258.00	Reception Desk (1), Plan review Desks (2), Furniture assembly, Conference Room furniture(1), office chairs(5), JB Office Furniture (1)
Road Equipment	45,000.00	Vehicle to be purchased and approved per email
Total Building Inspections Fund	<u>127,828.00</u>	
Tennis Center Fund		
Capital	200,000.00	RSTC- Tennis Courts
Total Tennis Center Fund	<u>200,000.00</u>	
CMP Fund		
Professional Services	339,329.00	Parcel Development
Repair & Maintenance	102,717.00	Amphitheater & Stadium Repairs
Professional Services	12,000.00	Festival Grounds
Total CMP Fund	<u>454,046.00</u>	
American Rescue Plan Fund		
Carry Forward Funding List From Laura	10,550,779.00	
Total ARPA Fund	<u>10,550,779.00</u>	

Local Option Sales Tax Fund

LOST IV - Women's Veteran Memorial	40,000.00	
LOST IV - Chappie James Memorial	166,000.00	
LOST IV - Rplc 10 Pierce Truck Unit #964-10	23,203.00	
LOST IV - Rplc 08 Crown Vic Unit #905-08	11,579.00	
LOST IV - Fire Training Simulator	64,245.00	
LOST IV - Fire Mobile Data Terminals	3,703.00	
LOST IV - Rplc 10 Pierce Unit #920-10	1,325.00	
LOST IV - New Extrication Equipment	3,200.00	
LOST IV - Cancer Decon Equipment Match	8,300.00	
LOST IV - Police Marked Vehicles	25,037.00	
LOST IV - Police Unmarked Vehicles	30,507.00	
LOST IV - Body Cameras	6,094.00	
LOST IV - Police Cad Hardware	6,500.00	
LOST IV - Police Mobile Data Terminals	280.00	
LOST IV - Miovision Palafox/Leonard	507.00	
LOST IV - Sidewalk Improvements	598,331.00	
LOST IV - Intersection Improvements	35,820.00	
LOST IV - Pavement Management	1,341,101.00	
LOST IV - Burgess Rd	109,314.00	
LOST IV - Traffic Calming	130,116.00	\$82,000 Transferred from Tippin Resource Center
LOST IV - College Blvd School Safety	147,373.00	
LOST IV - General Energy Conserv	235,000.00	
LOST IV - General ADA Improvements	160,858.00	
LOST IV - 9th Ave Bridge St. Light	20,811.00	
LOST IV - Street Reconstruction	42,035.00	
LOST IV - Goya Drive St Lighting	46,268.00	
LOST IV - Palafox Road Diet	1,200,000.00	
LOST IV - Rplc Toro Infield Sand Pro	18,000.00	
LOST IV - Parks Boat Dock Replacement	75,000.00	
LOST IV - Rplc Unit #588-06-06 Bus	21,512.00	
LOST IV - New Specialized Van	13,990.00	
LOST IV - Rplc 4 Roll off Containers	24,000.00	
LOST IV - Rplc Unit #564-91 Ford Pickup	385.00	
LOST IV - Rplc Unit Unit #528-93 Ford F250	997.00	
LOST IV - Rplc Toro Infield Sand Pro	2,051.00	
LOST IV - Rplc Unit#5758	45.00	
LOST IV - General Athletic Improvements	4,611.00	
LOST IV - Cecil Hunter Pool	149,608.00	
LOST IV - Cobb Center	122,004.00	
LOST IV - East Pensacola Heights	63,288.00	
LOST IV - Fricker Center	472,854.00	
LOST IV - Osceola Golf Course	21,150.00	
LOST IV - Roger Scott Athletic Complex	81,533.00	
LOST IV - Roger Scott Complex Swimming Pool	78,148.00	
LOST IV - Roger Scott Tennis Center	3,577,990.00	Included the additional Allocation
LOST IV - Vickery Center	323,078.00	
LOST IV - Woodland heights Community Center	525,000.00	
LOST IV - Exchange Parking	165,000.00	
LOST IV - Roger Scott Bathrooms/ Pools	600,000.00	Transferred from Tippin Resource Center

LOST IV - Exchange Park Concession	35,129.00	
LOST IV - Bayview Park	4,932.00	
LOST IV - Bill Gregory Park	25,000.00	
LOST IV - Bryan Park	15,951.00	
LOST IV - Chimney Park	15,000.00	
LOST IV - Lavallet Park	1,528.00	
LOST IV - Magee Field	124,009.00	
LOST IV - Tippin Park	100,000.00	
LOST IV - Highland Terrace Park	67,400.00	
LOST IV - Wayside East Seawall	1,424,500.00	
LOST IV - Baylen Street Marina	77,260.00	
LOST IV - General Park Improvement	251,259.00	\$250,566 Transferred from Tippin Resource Center
LOST IV - Park Sidewalk Improvement	47,972.00	
LOST IV - Reserves - Capital Equipment	137,920.00	
LOST IV - Transfer to Airport	14,310,466.00	
LOST IV - Transfer to Port	117,658.00	
LOST IV - Fire PO Encumbered	546,797.00	
PFP - Blount School	9,600.00	
Total LOST IV Fund	28,110,132.00	
Fund 314 - CRA Urban Core Series 2017 FD		
Construction in Progress	907,916.00	A St, Reus St landscaping, Devillers St Landscaping
Total Fund 314 - CRA Urban Core Series 2017 FD	907,916.00	
E/S		
Land	87,265.00	Dr. MLK Land Acq
Construction in Progress	377,345.00	Chappie James Streetscape
Total Fund 314 - E/S	464,610.00	
W/S		
Land	1,417,173.00	
Construction in Progress	2,279,168.00	
Total Fund 314 - W/S	3,696,341.00	
Total Fund 314	5,068,867.00	
Fund 315 - CRA Series 2019		
Construction in Progress	8,430,790.00	Bruce Beach & Hashtag
Total Fund 315 - CRA Series 2019	8,430,790.00	
Stormwater Capital Projects Fund		
Professional Services	387,677.00	Stormwater, NPDES, Govt St, Spanish Trail, small Stormwater Projects
Utilities	9,000.00	Off set from FB- additional funds requested for anticipated increases from utilities
Capital Project Carryovers	3,662,040.00	Exact carryover from Stormwater projects- See Resolution for breakdown
Total STWTR Fund	4,058,717.00	

Pensacola Energy

		At the end of September, Pensacola Energy had a drill rig receiver box stolen from a City vehicle. This piece of equipment is required to operate the machine and it was not budgeted in FY23 to purchase this item. We would like to carryover the funds to cover this due to the theft occurring in FY22 and to preserve the repair and maintenance costs budgeted for FY23 due to the continuing inflation of costs we are seeing in these type of expenses.
Repairs & Maintenance - Drill Rig Receiver Box Stolen	29,020.00	
Capital Outlay- Automated Meter Reading Tower Base Stations (2)	115,000.00	Automated Meter Reading Tower Base Stations (2) - This capital money was not spent in FY22 due to the delay in securing a new tower site. Pensacola Energy is working to have this completed in FY23 along with the one additional location budgeted for FY23.
Total Pensacola Energy Fund	<u>144,020.00</u>	

Port

		port grants- Transfer from LOST - rest off set with FB
Repair & Maintenance	111,077.00	Maintenance Dredging, Berth 3&5 & Port grant Match
Capital improvement	203,819.00	Cargo Improvement & Camera & Port Grant match
Total Port Fund	<u>314,896.00</u>	

Airport

		Off set with carry over fund bal and Increase in Revenues
Repair & Maintenance	1,446,700.00	police break rm, Roof Repairs, loading bridges, electrical rep[airs, painting, bathroom reno, elevator upgrades, WIFI upgrades, Daktronics replacements, Term Terrazzo Floor repairs, Loop Rd Wiring replacement, Exterior overhead sign replacement
Small tools & Minor Equipment	800.00	ARRF Mattresses
Advertising	46,000.00	Admin Website Updates
Training	5,000.00	OPS Emergency exercise
Other Contractual Services	7,000.00	
Miscellaneous	500,000.00	Holding Acct for Pay Study
Machinery & Equipment	26,500.00	Replace Lighted X's
Office Equipment	288,000.00	Airfield Thermal Camera system, Airfield Lighting Control sys.,FIDS/ Advertising system integration,
Road Equipment	80,000.00	#42108 Ford Tractor
Construction in progress	3,918,814.00	Taxiway A1 Design, FAA AIP Heliworks Ron Expansion, Rehabilitate Taxiway A , Master plan update, Eco lot#1 light replacement, Term. Escalator Replacement

Grants

		Off set with increased Revenues
Professional Services	9,544,946.00	FAA AIP 4th Cares
Construction in progress	141,503,808.00	VT Phase II Elem II, CM At Risk, Airport Construction, Triumph, Airport Hanger,Custome & Boarder protection, Heliworks Ron Expansion, Taxiway A! design, Facilities Dev, Local Match - FAA grants
Aid to Private Agencies	786,896.00	FAA AIP 50- 5th Cares Act

Total Airport Fund

158,154,464.00

Insurance Retention Fund

Risk Management Svcs

Operating	1,081.00
Training- Wellness Fund	50,000.00
Unclassified- Employee Moral Fund	27,959.00
Liability- Admiral Mason, Citizens Preservation	20,657.00

Total Insurance Retentions Fund 99,697.00

Central Services Fund

Innovation & Technology

Liability- Port security grant match	138,750.00	
Repair & Maintenance	21,000.00	City Hall - Chiller
Repair & Maintenance	28,000.00	FY 23 Replacing Network Security Appliances (Firewall)
Repair & Maintenance	10,500.00	FY 23 Replacement of 15 Conference Phones End of Life
Training	3,500.00	FY23 CJIS Annual Conference Police Security Compliance
Training	3,500.00	FY23 GIS User Group Conference
Training	3,300.00	FY23 FLGISA Annual Conference Florida Local Government Information Systems Association)
Other Contractual Services	8,000.00	FY23 Additional Hours for Closed Captioning Services
Other Contractual Services	14,600.00	FY23 Fox 75 Additional Licenses (Perpetual Licenses and Software Assurance)
Other Contractual Services	85,000.00	EXPECTED ANNUAL INCREASES OTHER CONTRACTUAL SERVICES (SAAS/ SECURITY APPS-10% a yr.)
Other Contractual Services	60,000.00	MULTI-FACTOR AUTHENTICATION FOR VPN ACCOUNTS ACCESSING THE CITY NETWORK AS RECOMMENDED BY DELOITTE AND REQUIRED TO LOWER CYBER LIABILITY INSURANCE - RECURRING ADDITIONAL COSTS INCURRED THROUGH EXPANSION 70,000
Other Contractual Services	70,000.00	OF MODULES USED IN FINANCE OPENGOV TRANSPARENCY SUITE. - RECURRING
Other Contractual Services	50,000.00	ADDITIONAL COSTS INCURRED THROUGH EXPANSION OF MODULES USED WITH HR NEOGOV HR INFORMATION SYSTEM (HRIS) - RECURRING
Other Contractual Services	22,800.00	NETWORK VULNERABILITY SCANNING SERVICES FOR NETWORK SECURITY RECOMMENDED BY DELOITTE. - RECURRING
Other Contractual Services	93,000.00	ADDITIONAL MICROSOFT LICENSED SERVICES NEEDED FOR SECURITY AND NEOGOV INITIATIVES - RECURRING
Other Contractual Services	90,000.00	SEIM It Security professionals- Threat security network
Other Contractual Services	21,000.00	AC Software upgrade by Build Maint
Other Contractual Services	300,000.00	Virtual Desktop Software AEL #05NP-00-IDPS Software
Other Contractual Services	23,000.00	Privileged Acct Mgmt. Software
Other Contractual Services	142,000.00	Security Operation Center (SOC)
Other Contractual Services	15,500.00	INCREASE IN RADIO COSTS DUE TO RENEGOTIATED 15,500 TERMS WITH ESCAM CO/MOTOROLA - RECURRING
	1,203,450.00	

Engineering Services

Dues, Subs, and Memberships	1,733.00	To assist in the unexpected increase in price of memberships
Machinery & Equipment	7,950.00	Copier- funds from additional revenue FY 22
Machinery & Equipment	25,269.00	Robotic survey Equipment r - funds from additional revenue FY 22
Road Equipment	40,000.00	New Vehicle- funds from additional revenue FY 22
	<u>74,952.00</u>	

Central Garage

REPAIRS & MAINTENANCE	61,019.00	To help with unprojected operating costs for FY 2023
SMALL TOOLS & MINOR EQUIPMENT	7,174.00	
SMALL TOOLS & MINOR EQUIPMENT	25,000.00	Additl - outfit New Tire Trk with Tools
PROFESSIONALS SERVICES	660.00	
TRANSPORTATION	900.00	
ADVERTISING	600.00	
PRINTING & BINDING	500.00	
RENTALS	122.00	
TRAINING	8,485.00	
DUES, SUBS, & MEMBERSHIPS	100.00	
MAINT & REPAIR OF VEHICLES	8,200.00	
UTILITIES	4,600.00	
FUELS & LUBRICANTS	3,200.00	
CLOTHING SUPPLIES	3,800.00	
OTHER CONTRACTUAL SERVICES	14,100.00	
NON-CAPITALIZED ASSETS	6,500.00	To help with Items not purchased or projects not completed in FY 22 that will be in FY 2023
NON-CAPITALIZED COMPUTER	1,200.00	
MACHINERY & EQUIPMENT	450.00	Hi Torque Tool not purchased in FY 22
MACHINERY & EQUIPMENT	50,000.00	Replacing old forklift 28-29 yr. old
Road equipment	3,390.00	Increase in price for FY 23 purchase of Truck
	<hr/>	
	200,000.00	
	<hr/>	
Total Central Services Fund	<u>1,478,402.00</u>	

Special Assessments Fund

Demolition Activity	<hr/>	
	100,000.00	Appropriate estimated assessment revenue
Total Special Assessments Fund	<u>100,000.00</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-003

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-003 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT

RECOMMENDATION:

That the City Council adopt Supplemental Budget Resolution No. 2023-003.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Law Enforcement Trust Fund was established by City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016, details the circumstances confiscated goods may be used. The Federal controlled Substance Act, Section 881 (e) (3) of Title 21, United States Code, in accordance with the United States Department of Justice Guide to Equitable Sharing designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department (PPD) is requesting \$18,509 from the Law Enforcement Trust Fund (LETF) established by the City of Pensacola as a non-major special revenue fund and as such, combining both state and federal confiscated funds into one accounting fund. The enhancement of relationships between law enforcement and the community promotes a safe and engaged community. The requested amount of \$18,509 will help PPD fund the following:

The purchase of supplies in the amount of \$9,826 in support of crime prevention, safe neighborhoods, and community engagement. This will allow Pensacola Police Department to purchase PPD branded items as giveaways and prizes at schools, community events, and youth summer engagement activities that cultivate positive interactions and stimulation of relationships between law enforcement and community members.

Funding in the amount of \$5,000 for Young Adult Life Skills Camp which is a camp designed for 12

graduating seniors (6 from Booker T. Washington High School/6 from Pensacola High School) who may otherwise be unable to attend such a camp, to be chosen from the local community. This camp will take place the first week of summer break. PPD officers will teach life skills that relate to adulthood. PPD officers are looking for sponsors that can help provide food, business attire and possibly computers. This camp will help the graduating seniors prepare for future work and/or secondary education. The requested LEFT monies will be beneficial to making this Young Adult Life Skills Camp a success.

PPD is also requesting an additional \$3683.00 for specialized training that falls within the accepted expenditures for these funds. The funding will be used to send a PPD officer to become certified in Explosive Breaching/Entry in Tampa, Florida. This is an advanced/specialized training that will add ability for the PPD to breach doors, barriers, or obstacles safely, quickly, and effectively above and beyond the limitations of mechanical breaching. This added ability will decrease the amount of time needed to breach obstacles in tactical situations such as Active Shooter, Hostage Takers, and Armed Barricaded Suspects where time is of the essence.

PRIOR ACTION:

None

FUNDING:

Budget: \$18,509

Actual: \$ 9,826 - PPD branded items/supplies
5,000 - Young Adult Life Skills Camp
3,683 - Explosive Breaching/Entry Specialized Training
\$18,509

FINANCIAL IMPACT:

The funds would be from the Law Enforcement Trust Funds and would have no impact on the City's General Fund. The attached Supplemental Budget Resolution will appropriate for these purposes.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/5/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2023-003
- 2) Supplemental Budget Explanation No. 2023-003
- 3) Letter of Certification

PRESENTATION: No

**RESOLUTION
NO. 2023-003**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. LAW ENFORCEMENT TRUST FUND

	Fund Balance	18,509
As Reads:	Operating Expenses	125,171
Amended		
To Read:	Operating Expenses	143,680

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
JANUARY 2023 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2023-003

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>18,509</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>18,509</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>18,509</u>	

CITY OF PENSACOLA POLICE DEPARTMENT
Local Law Enforcement Trust Funds
Letter of Certification

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055, as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal

Item	Description of Requested Items	Amount
1	PPD Branded Items/Supplies	\$9,826
2	Young Adult Life Skills Camp	\$5,000
3	Explosive Breaching/Entry Specialized Training	\$3,683
Total Requested		\$18,509

Eric Randall, Chief of Police

Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-002

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-002 - PROCEEDS FROM AMENDED INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY FOR LIBRARY SERVICES

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-002:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

In June 2022, the City Council approved an amendment to the interlocal agreement with Escambia County relating to the West Florida Public Library System. In addition to extending the agreement for ten years, the City now receives 10% of the library MSTU levied within the City limits, effective January 1, 2023. This revenue is restricted for use only on capital improvements and major upgrades to the library facilities in the City.

PRIOR ACTION:

June 16, 2022 - City Council approves the Amendment to the Interlocal Agreement between Escambia County and the City of Pensacola relating to the West Florida Public Library System.

FUNDING:

Budget: \$ 189,167 General Fund - Miscellaneous Revenue

Actual: \$ 189,167 Library Interlocal Agreement Proceeds

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate the revenue for use.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/20/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2023-002
- 2) Supplemental Budget Explanation No. 2023-002

PRESENTATION: No

**RESOLUTION
2023-002**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. GENERAL FUND

To:	Miscellaneous Revenue	189,167
As Reads	Operating Expenses	15,994,582
Amended		
To Read:	Operating Expenses	16,183,749

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

JANUARY 2023 - SUPPLEMENTAL BUDGET RESOLUTION - LIBRARY INTERLOCAL AGREEMENT- 2023-002

FUND	AMOUNT	DESCRIPTION
GENERAL FUND		
Estimated Revenues		
Miscellaneous Revenue	189,167	Appropriate estimated revenue -Library Interlocal Agreement Proceeds
Total Revenues	<u>189,167</u>	
Appropriations		
Operating Expenses	189,167	Increase appropriation for Operating Expenses
Total Appropriations	<u>189,167</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00035

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

AWARD CONTRACT TO REPLACE (5) HVAC UNITS AT THE TRYON BRANCH LIBRARY.

RECOMMENDATION:

That City Council award this contract to the Wright Company the lowest and best responsible respondent, for a base quote of \$72,680.00 plus 10 % contingency in the amount of \$7,268.00 for a total contract price of \$79,948.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The five A/C units at the library are in need of replacement. Public Works Staff has been able to complete temporary repairs on two of the five, but they are only functioning at 50% capacity. Currently the operable units will not keep up with the humidity which will cause book damage. Due to the impending damage to the books, Public Works is asking for authorization to select a contractor from the quotes previously obtained by Escambia County, prior to the City taking over maintenance and repairs. A/C units will take approximately 12 weeks to obtain.

PRIOR ACTION:

None

FUNDING:

Budget: \$79,948.00

Actual: \$72,680.00 Construction Cost
\$ 7,268.00 Contingency
\$79,948.00 Estimated Cost

FINANCIAL IMPACT:

Funding is provided through the proceeds from the Amended Interlocal Agreement with Escambia County for Library Services.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/10/2023

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Library Interlocal Agreement
- 2) Amendment to Interlocal Agreement - West Florida Public Library System
- 3) The Write Company - Tryon Library - Proposal to replace 5 HVAC systems

PRESENTATION: No

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND
THE CITY OF PENSACOLA RELATING TO THE WEST FLORIDA
PUBLIC LIBRARY SYSTEM**

THIS AGREEMENT is made this 19th day of July, 2013, by and between the County of Escambia, a political subdivision of the State of Florida with an administrative address of P.O. Box 1591, Pensacola, Florida, 32597-1591, its successors and assigns (hereinafter, the "County"), acting through its Board of County Commissioners, and the City of Pensacola, a Florida municipal corporation created and existing under the laws of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Parties, as local governmental units of the State of Florida, have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the Parties are authorized by §§163.01, Florida Statutes, et seq., to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the West Florida Public Library System provides library services to residents throughout the unincorporated areas of Escambia County and the corporate limits of the Town of Century and the City of Pensacola; and

WHEREAS, the County and City previously entered into an Interlocal Agreement, dated June 21, 2001, designating the City as the administrator of the Library System and establishing a joint funding mechanism whereby each contributed funds on a per capita basis pursuant to a specified funding formula; and

WHEREAS, the County previously enacted an Ordinance creating a Municipal Services Taxing Unit (MSTU) for the purpose of funding library services within the unincorporated areas of Escambia County; and

WHEREAS, the City has authorized the inclusion of the corporate limits of the City of Pensacola as part of the geographical area of the MSTU for the purpose of funding library services within the corporate limits of the City of Pensacola; and

WHEREAS, due to increasing budgetary constraints, the Parties recognize the most viable means to provide continued funding for the West Florida Library System is through a countywide MSTU assessment imposed for the purpose of funding library services; and

WHEREAS, the Parties recognize the most efficient and effective manner to provide continued operation of the West Florida Library System is to transfer all administrative and operational functions to the County; and

WHEREAS, the County is willing and able to administer and fund the West Florida Library System subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Purpose of Agreement.

Pursuant to §§163.01, Florida Statutes, et seq., this Agreement establishes the conditions, extent, and mechanism whereby the County will provide library services, within Escambia County and the corporate limits of the Town of Century and the City of Pensacola.

Section 3. Term of Agreement.

This Agreement shall commence on October 1, 2013, and remain in full force and effect until terminated as provided herein.

Section 4. Responsibilities of the Parties.

4.1 Funding. Effective October 1, 2013, all funding for the Library System shall be allocated by the County on an annual basis in an amount equal to that which is collected from the countywide MSTU assessment for library services. The County shall reserve the right to retain up to 5% of said funding as reimbursement for administrative costs incurred as a result of the Agreement.

Within one hundred and fifty (150) days from September 30, 2013, the City shall transfer to County all remaining funds reserved in the West Florida Library Fund and applicable grant funding from the State Aid to Libraries Grant Program. Said transfer of funding shall not be less than the total value of the accrued leave liability for employees of the library system as of September 30, 2013, provided that no employee shall be credited with a leave balance in excess of four hundred (400) hours upon transfer of funding and transfer of employment from the City to the County.

4.2 Operational Expenses. Effective October 1, 2013, the County shall be responsible for payment of all Operational Expenses and such other services provided pursuant to this agreement as approved in the Annual Budget adopted by the Escambia County Board of County Commissioners. For the purpose of this agreement, "Operational Expenses" shall include all employee wages and forms of compensation for library personnel; applicable insurance costs; utilities; rents and leases; office supplies; and any other charges, costs or expenses incident to the operation of the library system.

4.3 Assets. The use of all Library System physical assets shall be granted to the County at no cost or expense to the County, including, but not limited to, any real property, structures and appurtenances, and tangible personal property on Library System premises. The ownership of all tangible personal property, including all library materials, shall also be granted to the County at no cost or expense to the County. Individual lease agreements describing the leased premises and the terms and conditions of the lease will be executed for each City owned building in the Library System with an effective date to correspond to this agreement. The continued use of third party owned Library System facilities shall be contingent upon the City maintaining suitable lease agreements with the third party property owners.

4.4 Asset Use. Any buildings or other personal property acquired by the County as part of the Library System physical assets shall be used exclusively in perpetuity for the Library System. If, for any reason, any building or property utilized as part of the Library System is no longer utilized by the County as a public library facility or in the event this agreement is terminated pursuant to this agreement then such building or property shall be returned to the original owner.

4.5 Personnel. Effective October 1, 2013, all current Library System employees without any prior unsatisfactory performance evaluations or record of disciplinary action shall be transferred to the County at the same rate of compensation. All Library System employees hired after the effective date of this Agreement shall be County employees. As County employees, all Library System personnel shall be eligible for Escambia County employee benefits. The County shall not be responsible for providing employee benefits in excess of any benefits currently provided to eligible County employees. All part time Library System personnel shall be eligible for Escambia County part time employee benefits.

4.6 Director. Effective October 1, 2013, the County shall employ a Director with demonstrated experience in library operations who shall be known as the Director of the West Florida Public Library System. The Director shall be an employee of the County and be responsible for the administration and supervision of all branch libraries and personnel. The Director shall carry out policy as established by the West Florida Public Library Board of Governance under the direction of the County Administrator.

4.7 Library System Branches. The following facilities shall comprise the Library System:

City owned facilities-

Downtown Library located at 239 North Spring Street

Tryon Branch located at 1200 Langley Avenue

Legion Field Neighborhood Resource Center at 1301 West Gregory Street

Third party owned facilities-

Westside Branch located at 1580 West Cervantes Street

West Florida Genealogy Library located at 5740 North 9th Avenue

County owned facilities-

Southwest Branch located at 12248 Gulf Beach Highway

Century Branch located at 7991 North Century Boulevard

Molino Branch located at 6450 Highway 95-A North

Additional branches may be included as part of the Library System at the County's discretion. Any discontinuance in the operation and funding of any of the library system's facilities or consolidation of library system assets into remaining library system facilities must be approved by the West Florida Public Library Board of Governance.

The County shall assume the operation of the Westside Branch facility located at 1580 West Cervantes Street and the West Florida Genealogy Branch facility located at 5740 North 9th Avenue contingent upon the City maintaining suitable lease agreements with the respective third party property owners. The lease fees shall be reimbursed by the County from the MSTU.

4.8 Information Technology. Effective October 1, 2013, the County shall be responsible for information distribution technologies for all Library System facilities, including, but not limited to, support and management of computer hardware, software, electronics, semiconductors, internet, telecom equipment, and other network components.

4.9 Capital Improvements. The County shall not be responsible for capital improvements for City owned Library System facilities.

For the purpose of this Agreement, "Capital Improvements" shall mean all equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to, plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, having a purchase price of greater than five thousand dollars (\$5,000.00), and a life expectancy of greater than five (5) years.

4.10 Facilities Maintenance. Effective October 1, 2013, except as otherwise noted herein, the County shall be responsible for general maintenance for all Library System facilities, including, but not limited to, custodial maintenance, equipment

maintenance, security and security systems, digital direct control monitoring and life safety services inspection, pest control, chemical treatment, waste disposal, and grounds keeping.

For the purpose of this Agreement, "General Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with the routine upkeep and cleaning of Library System facilities which is reasonably necessary to maintain a high level of service and which is aesthetically pleasing and consistent with prudent industrial practice, product specifications and design, manufacturer's recommendations, and promotion activities. The provision of general maintenance shall not include any capital improvements.

The City shall be responsible for providing grounds keeping at the Tryon Branch located at 1200 Langley Avenue for which County shall reimburse the City for related costs on a monthly basis in an amount not to exceed \$850.00 per month.

4.11 Accounting.

The County shall keep a separate accounting of MSTU funds and keep records and accounts of its financial affairs relating to the operation and management of the Library System which shall be available for examination by the City. Upon request, the County shall produce all documents required by such auditors detailing the expenditure of MSTU monies; and furnish, if issued, and requested by the City, a copy of any audit report of the Library System prepared by an independent certified public accountant licensed and in good standing in the State of Florida or such other financial examination report as may be issued.

4.12 Insurance.

During the term of this Agreement, the County shall be responsible for maintaining liability insurance coverage for the defense and satisfaction of claims for all Library System facilities as it relates to liability incurred in connection with, or arising out of, any negligence due to an occurrence caused by County, its officials, employees, authorized agents, and authorized representatives with regard to the performance of this agreement. The County is a qualified self-insurer pursuant to Florida Statutes for general liability and has established a self-insurance fund in lieu of purchasing liability insurance. Said self-insurance fund shall provide liability coverage, to the extent permitted by law, for claims arising out of such negligence up to the limits of sovereign immunity as provided for by Florida Statutes applicable to the County. The County shall also be responsible for the defense and satisfaction of all claims under federal or state laws which are not limited by Florida sovereign immunity.

For all City owned Library branch facilities, the City shall procure and maintain property insurance (which may be self-insured at the sole discretion of the City) with extended coverage for the full replacement value of all buildings, permanent improvements and fixtures.

In the case of fire, casualty or natural disaster, the City agrees to be responsible for the repair or replacement of such buildings, permanent improvements and fixtures not to exceed the extent of applicable insurance proceeds plus the deductible amount.

In the event that the City owned Library Branch facilities shall be damaged by fire, casualty or natural disaster and such damage renders the building totally destroyed or substantially untenable, the City reserves the right in its sole discretion to repair the building or terminate the executed building lease. For the purposes of this paragraph the term "totally destroyed" shall mean that the total aggregate cost to repair or replace the damage to the building exceeds fifty percent (50%) of the "actual cash value" of the building at the time of the casualty event.

For all City owned and leased Library Branch facilities and the Main Library located within the city limits, the County shall procure and maintain property insurance with extended coverage for the full replacement value of all personal property, including all library materials. The County agrees to be responsible for the repair or replacement of all personal property, including library materials, necessitated as a result of a disaster.

Section 5. The West Florida Public Library Board of Governance.

The West Florida Public Library Board of Governance (hereinafter "Board of Governance") shall establish policy of the West Florida Public Library System and make recommendations to the Escambia County Board of County Commissioners regarding the annual budget.

Section 6. Termination.

This Agreement may be terminated by any party at any time and for any reason no later than March 31st effective for the subsequent Fiscal Year; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the City, or which subsequently are owed to the County by the City or owed to the City by the County as a result of enforcement actions concluded following the effective date of termination.

Section 7. Liability.

- (a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City of Pensacola, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused

by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which results in claims or suits against the City and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.

- (b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each party's records shall be subject to audit after reasonable notice.

Section 8. Records.

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

Section 9. Assignment.

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

Section 10. Headings.

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

Section 11. Survival.

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

Section 12. Interpretation.

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

Section 13. Severability.

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

Section 14. Further Documents.

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

Section 15. Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

County

County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

City

City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Section 16. Prior Agreements Superseded.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained

herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

Section 17. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 18. No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 19. Effective Date.

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the City of Pensacola.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the City of Pensacola, signing by and through its Mayor.

COUNTY:

Approved as to form and legal sufficiency.

By/Title: Kristen Howard
Date: 6/25/13

Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: Gene M. Valentino
Gene M. Valentino, Chairman

Date: 7/11/2013

ATTEST: Pam Childers
Clerk of the Circuit Court

BBC Approved 7/11/2013

Doris Harris
Deputy Clerk



THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION

By: Ashton J. Hayward III
Ashton J. Hayward III, Mayor

ATTEST:

By: Triche L. Bennett
City Clerk

(Seal)

Legal in form and valid as drawn:

James M. Messer
James M. Messer, City Attorney

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND
THE CITY OF PENSACOLA RELATING TO THE WEST FLORIDA
PUBLIC LIBRARY SYSTEM**

THIS AGREEMENT is made this 19th day of July, 2013, by and between the County of Escambia, a political subdivision of the State of Florida with an administrative address of P.O. Box 1591, Pensacola, Florida, 32597-1591, its successors and assigns (hereinafter, the "County"), acting through its Board of County Commissioners, and the City of Pensacola, a Florida municipal corporation created and existing under the laws of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Parties, as local governmental units of the State of Florida, have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the Parties are authorized by §§163.01, Florida Statutes, et seq., to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the West Florida Public Library System provides library services to residents throughout the unincorporated areas of Escambia County and the corporate limits of the Town of Century and the City of Pensacola; and

WHEREAS, the County and City previously entered into an Interlocal Agreement, dated June 21, 2001, designating the City as the administrator of the Library System and establishing a joint funding mechanism whereby each contributed funds on a per capita basis pursuant to a specified funding formula; and

WHEREAS, the County previously enacted an Ordinance creating a Municipal Services Taxing Unit (MSTU) for the purpose of funding library services within the unincorporated areas of Escambia County; and

WHEREAS, the City has authorized the inclusion of the corporate limits of the City of Pensacola as part of the geographical area of the MSTU for the purpose of funding library services within the corporate limits of the City of Pensacola; and

WHEREAS, due to increasing budgetary constraints, the Parties recognize the most viable means to provide continued funding for the West Florida Library System is through a countywide MSTU assessment imposed for the purpose of funding library services; and

WHEREAS, the Parties recognize the most efficient and effective manner to provide continued operation of the West Florida Library System is to transfer all administrative and operational functions to the County; and

WHEREAS, the County is willing and able to administer and fund the West Florida Library System subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Purpose of Agreement.

Pursuant to §§163.01, Florida Statutes, et seq., this Agreement establishes the conditions, extent, and mechanism whereby the County will provide library services, within Escambia County and the corporate limits of the Town of Century and the City of Pensacola.

Section 3. Term of Agreement.

This Agreement shall commence on October 1, 2013, and remain in full force and effect until terminated as provided herein.

Section 4. Responsibilities of the Parties.

4.1 Funding. Effective October 1, 2013, all funding for the Library System shall be allocated by the County on an annual basis in an amount equal to that which is collected from the countywide MSTU assessment for library services. The County shall reserve the right to retain up to 5% of said funding as reimbursement for administrative costs incurred as a result of the Agreement.

Within one hundred and fifty (150) days from September 30, 2013, the City shall transfer to County all remaining funds reserved in the West Florida Library Fund and applicable grant funding from the State Aid to Libraries Grant Program. Said transfer of funding shall not be less than the total value of the accrued leave liability for employees of the library system as of September 30, 2013, provided that no employee shall be credited with a leave balance in excess of four hundred (400) hours upon transfer of funding and transfer of employment from the City to the County.

4.2 Operational Expenses. Effective October 1, 2013, the County shall be responsible for payment of all Operational Expenses and such other services provided pursuant to this agreement as approved in the Annual Budget adopted by the Escambia County Board of County Commissioners. For the purpose of this agreement, "Operational Expenses" shall include all employee wages and forms of compensation for library personnel; applicable insurance costs; utilities; rents and leases; office supplies; and any other charges, costs or expenses incident to the operation of the library system.

4.3 Assets. The use of all Library System physical assets shall be granted to the County at no cost or expense to the County, including, but not limited to, any real property, structures and appurtenances, and tangible personal property on Library System premises. The ownership of all tangible personal property, including all library materials, shall also be granted to the County at no cost or expense to the County. Individual lease agreements describing the leased premises and the terms and conditions of the lease will be executed for each City owned building in the Library System with an effective date to correspond to this agreement. The continued use of third party owned Library System facilities shall be contingent upon the City maintaining suitable lease agreements with the third party property owners.

4.4 Asset Use. Any buildings or other personal property acquired by the County as part of the Library System physical assets shall be used exclusively in perpetuity for the Library System. If, for any reason, any building or property utilized as part of the Library System is no longer utilized by the County as a public library facility or in the event this agreement is terminated pursuant to this agreement then such building or property shall be returned to the original owner.

4.5 Personnel. Effective October 1, 2013, all current Library System employees without any prior unsatisfactory performance evaluations or record of disciplinary action shall be transferred to the County at the same rate of compensation. All Library System employees hired after the effective date of this Agreement shall be County employees. As County employees, all Library System personnel shall be eligible for Escambia County employee benefits. The County shall not be responsible for providing employee benefits in excess of any benefits currently provided to eligible County employees. All part time Library System personnel shall be eligible for Escambia County part time employee benefits.

4.6 Director. Effective October 1, 2013, the County shall employ a Director with demonstrated experience in library operations who shall be known as the Director of the West Florida Public Library System. The Director shall be an employee of the County and be responsible for the administration and supervision of all branch libraries and personnel. The Director shall carry out policy as established by the West Florida Public Library Board of Governance under the direction of the County Administrator.

4.7 Library System Branches. The following facilities shall comprise the Library System:

City owned facilities-

Downtown Library located at 239 North Spring Street
Tryon Branch located at 1200 Langley Avenue
Legion Field Neighborhood Resource Center at 1301 West Gregory Street

Third party owned facilities-

Westside Branch located at 1580 West Cervantes Street
West Florida Genealogy Library located at 5740 North 9th Avenue

County owned facilities-

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Molino Branch located at 6450 Highway 95-A North

Additional branches may be included as part of the Library System at the County's discretion. Any discontinuance in the operation and funding of any of the library system's facilities or consolidation of library system assets into remaining library system facilities must be approved by the West Florida Public Library Board of Governance.

The County shall assume the operation of the Westside Branch facility located at 1580 West Cervantes Street and the West Florida Genealogy Branch facility located at 5740 North 9th Avenue contingent upon the City maintaining suitable lease agreements with the respective third party property owners. The lease fees shall be reimbursed by the County from the MSTU.

4.8 Information Technology. Effective October 1, 2013, the County shall be responsible for information distribution technologies for all Library System facilities, including, but not limited to, support and management of computer hardware, software, electronics, semiconductors, internet, telecom equipment, and other network components.

4.9 Capital Improvements. The County shall not be responsible for capital improvements for City owned Library System facilities.

For the purpose of this Agreement, "Capital Improvements" shall mean all equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to, plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, having a purchase price of greater than five thousand dollars (\$5,000.00), and a life expectancy of greater than five (5) years.

4.10 Facilities Maintenance. Effective October 1, 2013, except as otherwise noted herein, the County shall be responsible for general maintenance for all Library System facilities, including, but not limited to, custodial maintenance, equipment

maintenance, security and security systems, digital direct control monitoring and life safety services inspection, pest control, chemical treatment, waste disposal, and grounds keeping.

For the purpose of this Agreement, "General Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with the routine upkeep and cleaning of Library System facilities which is reasonably necessary to maintain a high level of service and which is aesthetically pleasing and consistent with prudent industrial practice, product specifications and design, manufacturer's recommendations, and promotion activities. The provision of general maintenance shall not include any capital improvements.

The City shall be responsible for providing grounds keeping at the Tryon Branch located at 1200 Langley Avenue for which County shall reimburse the City for related costs on a monthly basis in an amount not to exceed \$850.00 per month.

4.11 Accounting.

The County shall keep a separate accounting of MSTU funds and keep records and accounts of its financial affairs relating to the operation and management of the Library System which shall be available for examination by the City. Upon request, the County shall produce all documents required by such auditors detailing the expenditure of MSTU monies; and furnish, if issued, and requested by the City, a copy of any audit report of the Library System prepared by an independent certified public accountant licensed and in good standing in the State of Florida or such other financial examination report as may be issued.

4.12 Insurance.

During the term of this Agreement, the County shall be responsible for maintaining liability insurance coverage for the defense and satisfaction of claims for all Library System facilities as it relates to liability incurred in connection with, or arising out of, any negligence due to an occurrence caused by County, its officials, employees, authorized agents, and authorized representatives with regard to the performance of this agreement. The County is a qualified self-insurer pursuant to Florida Statutes for general liability and has established a self-insurance fund in lieu of purchasing liability insurance. Said self-insurance fund shall provide liability coverage, to the extent permitted by law, for claims arising out of such negligence up to the limits of sovereign immunity as provided for by Florida Statutes applicable to the County. The County shall also be responsible for the defense and satisfaction of all claims under federal or state laws which are not limited by Florida sovereign immunity.

For all City owned Library branch facilities, the City shall procure and maintain property insurance (which may be self-insured at the sole discretion of the City) with extended coverage for the full replacement value of all buildings, permanent improvements and fixtures.

In the case of fire, casualty or natural disaster, the City agrees to be responsible for the repair or replacement of such buildings, permanent improvements and fixtures not to exceed the extent of applicable insurance proceeds plus the deductible amount.

In the event that the City owned Library Branch facilities shall be damaged by fire, casualty or natural disaster and such damage renders the building totally destroyed or substantially untenable, the City reserves the right in its sole discretion to repair the building or terminate the executed building lease. For the purposes of this paragraph the term "totally destroyed" shall mean that the total aggregate cost to repair or replace the damage to the building exceeds fifty percent (50%) of the "actual cash value" of the building at the time of the casualty event.

For all City owned and leased Library Branch facilities and the Main Library located within the city limits, the County shall procure and maintain property insurance with extended coverage for the full replacement value of all personal property, including all library materials. The County agrees to be responsible for the repair or replacement of all personal property, including library materials, necessitated as a result of a disaster.

Section 5. The West Florida Public Library Board of Governance.

The West Florida Public Library Board of Governance (hereinafter "Board of Governance") shall establish policy of the West Florida Public Library System and make recommendations to the Escambia County Board of County Commissioners regarding the annual budget.

Section 6. Termination.

This Agreement may be terminated by any party at any time and for any reason no later than March 31st effective for the subsequent Fiscal Year; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the City, or which subsequently are owed to the County by the City or owed to the City by the County as a result of enforcement actions concluded following the effective date of termination.

Section 7. Liability.

- (a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City of Pensacola, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused

by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which results in claims or suits against the City and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.

- (b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each party's records shall be subject to audit after reasonable notice.

Section 8. Records.

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

Section 9. Assignment.

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

Section 10. Headings.

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

Section 11. Survival.

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

Section 12. Interpretation.

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

Section 13. Severability.

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

Section 14. Further Documents.

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

Section 15. Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

County
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

City
City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Section 16. Prior Agreements Superseded.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained

herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

Section 17. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 18. No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 19. Effective Date.

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the City of Pensacola.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the City of Pensacola, signing by and through its Mayor.

COUNTY:

Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 6/28/13

By: [Signature]
Gene M. Valentino, Chairman

Date: 7/11/2013

ATTEST: Pam Childers
Clerk of the Circuit Court

BBC Approved 7/11/2013

By: [Signature]
Deputy Clerk

THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION

By: [Signature]
Ashton J. Hayward III, Mayor



ATTEST:

By: [Signature]
City Clerk

(Seal)

Legal in form and valid as drawn:

[Signature]
James M. Messer, City Attorney

6/16/2022 CAR II-7

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE CITY OF PENSACOLA RELATING TO THE WEST FLORIDA PUBLIC LIBRARY SYSTEM

THIS AMENDMENT to the Interlocal Agreement between Escambia County and the City of Pensacola relating to the West Florida Public Library System dated July 19, 2013 ("Interlocal Agreement"), is made by and between Escambia County, a political subdivision of the State of Florida with an administrative address of 221 Palafox Place, Suite 420, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and the City of Pensacola, a municipal corporation of the State of Florida with the business address of 222 W. Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the City and the County are authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the West Florida Public Library System provides library services to residents throughout the corporate limits of the City of Pensacola, the Town of Century, and the unincorporated areas of Escambia County; and

WHEREAS, the City and the County entered into an Interlocal Agreement dated July 19, 2013 relating to library services as provided by the West Florida Public Library System, establishing the conditions, extent, and mechanism by which the services would be provided in the aforementioned service areas; and

WHEREAS, the City and the County have agreed to amend the Interlocal Agreement as provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, benefits, and conditions contained herein, and for other good and valuable consideration the sufficiency and delivery of which is hereby acknowledged, the City and the County agree as follows:

1. The foregoing recitals are declared to be true and correct and are hereby incorporated into this Amendment. Capitalized terms in this Amendment shall have the respective meanings assigned to them in the Interlocal Agreement unless another meaning is hereby intended by the terms of this Amendment.

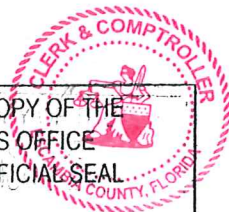
2. Subsection 4.1 of the Interlocal Agreement is hereby amended as follows:

4.1 **Funding.** Effective October 1, 2013, all funding for the Library System shall be allocated by the County on an annual basis in an amount equal to that which is collected from the countywide MSTU assessment for library services. The County shall reserve the right to retain up to 5% of said funding as reimbursement for administrative costs incurred as a result of the Agreement.

Within one hundred and fifty (150) days from September 30, 2013, the City shall transfer to County all remaining funds reserved in the West Florida Library Fund and applicable grant funding from the State Aid to Libraries Grant Program. Said transfer of funding shall not be less than the total value of the accrued leave liability for employees of

Date: 6/16/2022 Verified By: K. Crawley

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
 WITNESS MY HAND AND OFFICIAL SEAL
 PAM CHILDERS
 CLERK OF THE CIRCUIT COURT & COMPTROLLER
 ESCAMBIA COUNTY, FLORIDA
 BY: Pam Childers D.C.
 DATE: 6/23/2022



the library system as of September 30, 2013, provided that no employee shall be credited with a leave balance in excess of four hundred (400) hours upon transfer of funding and transfer of employment from the City to the County.

Effective January 1, 2023, the County shall remit annually to the City 10% of the total MSTU collected within the jurisdictional boundaries of the City of Pensacola for library services levied by the County. The expenditures of these funds by the City will be restricted to use only for capital improvements and major upgrades to current library facilities located within the jurisdictional boundaries of the City of Pensacola as identified in subsection 4.7.

Any funds not expended annually by the City will be returned to the County at the end of each fiscal year (October 1st – September 30th), unless the County Administrator and the City Administrator mutually agree that specified capital expenditures will require the accumulation of residual funds for anticipated expenditures during the next fiscal year. Not less than thirty days after the end of the fiscal year, the City agrees to provide an annual narrative report with a statement of expenditures for the preceding fiscal year and, if requesting to retain residual funds, anticipated expenditures during the next fiscal year.

3. Subsection 4.7 of the Interlocal Agreement is hereby amended as follows:

4.7 Library System Branches. The following facilities shall comprise the Library System:

City owned facilities-

Downtown Library located at 239 North Spring Street
 Tryon Branch located at 1200 Langley Avenue
~~Legion Field Neighborhood~~ Theophalis May Resource Center-Westside Branch at 1301 West Gregory Street

Third party owned facilities-

~~Westside Branch located at 1580 West Cervantes Street~~
 West Florida Genealogy Library located at 5740 North 9th Avenue

County owned facilities-

Southwest Branch located at 12248 Gulf Beach Highway
 Century Branch located at 7991 North Century Boulevard
 Molino Branch located at 6450 Highway 95-A North
Bellview Library located at 6425 Mobile Highway

Additional branches may be included as part of the Library System at the County's discretion. Any discontinuance in the operation and funding of any of the library system's facilities or consolidation of library system assets into remaining library system facilities must be approved by the West Florida Public Library Board of Governance.

The County shall assume the operation of the ~~Westside Branch facility located at 1580 West Cervantes Street~~ and the West Florida Genealogy Branch facility located at 5740 North 9th Avenue contingent upon the City maintaining a suitable lease agreements with the respective third-party property owners. ~~The lease fees shall be reimbursed by the County from the MSTU.~~

4. Subsection 4.9 of the Interlocal Agreement is hereby amended as follows:

4.9 Capital Improvements. The County shall not be responsible for capital improvements for City owned Library System facilities.

For the purpose of this Agreement, "Capital Improvements" shall mean all equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to, plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, having a purchase price of greater than five ten thousand dollars (\$510,000.00), and a life expectancy of greater than five (5) years.

5. The parties hereby agree that all other terms and conditions of the Interlocal Agreement shall remain in full force and effect.

6. The Interlocal Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of the Agreement shall be in the County of Escambia.

7. This Amendment to the Interlocal Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the parties, the County shall be responsible for such filing.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Interlocal Agreement on the respective dates under each signature.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: [Signature]
Jeff Bergosh, Chairman

Date: 6/16/2022

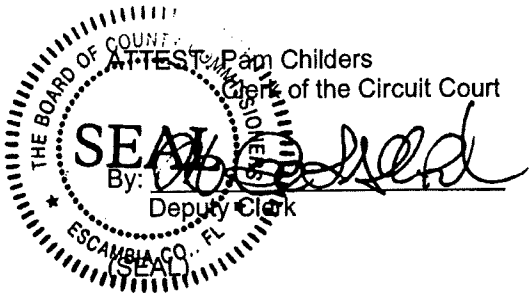
BCC APPROVED: 6/16/2022

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council

By: [Signature] for:
Grover C. Robinson, IV, Mayor

Date: 6-22-2022

[Signature] for
Heather F Lindsay
Assistant City Attorney
2022-06-10 11:18:34

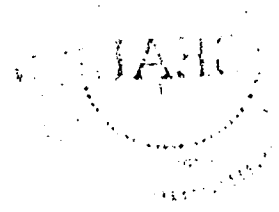


Approved as to form and legal sufficiency.
By/Title: Kristin D. Huah, DCA
Date: 06-09-2022

ATTEST:
By: [Signature]
ASST. City Clerk

CLERK & COUNTY TOLLET
FILED

2022 JUN 23 P 3:35
BROWARD COUNTY, FL





The Wright Company

AIR CONDITIONING • HEATING

FL# CMC1250742 / AL# 92093

Proposal for Service

11/12/2022

City of Pensacola

Attn: Randall Pierce

rpierce@cityofpensacola.com

Re: Tryon Library

1200 Langley Ave., Pensacola, FL 32504

Proposal to replace 5 HVAC systems

Good afternoon Mr. Pierce,

The Wright Company is pleased to propose our service at the Tryon Library.

Our proposal includes all labor, equipment, materials, and expenses relative to the project, unless listed as excluded. Any permits or rigging necessary to complete your job are included.

Our scope of work:

- 1- Replace 5 existing HVAC units/systems, per the equipment and installation specifications and scope of work attached, with noted exception below.

EXCEPTION - PLEASE NOTE:	There is no way to actively control humidity with this system type. 40-60% relative humidity <u>cannot</u> be guaranteed.
---------------------------------	---

\$72,680.00	Replace 5 specified HVAC systems at the Tryon Library.
If you would like to accept this proposal and move forward with the work, please sign and date to accept, then email back:	
Signature:	Date:

Please note that we do not propose or perform any work associated with painting or patching, concrete or sidewalks, ceiling or roofing, structural or architectural, and fire sprinkler work. Please add 1.5% if a bond is required.

Due to the fluctuation of material and equipment prices, our pricing is guaranteed for 30 days. Acceptance of our proposal after 30 days may be subject to a price increase to accommodate material or equipment price variations.

Please feel free to call with any questions or if you need anything further. Thank you for the opportunity to propose this work for you. We appreciate your time and consideration, and look forward to hearing from you.

Sincerely,

Richard Caum

Richard Caum, Service Division Manager

Tryon Library HVAC Systems Replacement Scope of Work

Location: Tryon Branch Library
 1200 Langley Avenue
 Pensacola, FL 32504

This scope of work is for the removal and replacement of the five (5) HVAC systems at the above listed location. The systems currently installed are as follows:

HP-1	York Condenser	Model# EA090C00A2AAA1A	Serial# N0M8478607
	York Air Handler	Model# FA090C00A6AAA1B	Serial# N0K8330768
	Aux Heater	Model# 2HS04501025A	Serial# SN849311
HP-2	York Condenser	Model# EA090C00A2AAA1A	Serial# N0M8457815
	York Air Handler	Model# FA090C00A6AAA1A	Serial# N0L7405883
	Aux Heater	Model# 2HS04500125A	Serial# SN849311
HP-3	York Condenser	Model# EA120C00A2AAA1A	Serial# N0L7348647
	York Air Handler	Model# FA120C00A6AAA1A	Serial# N0K7244670
	Aux Heater	Model# 2HS04501025A	Serial# SN849311
AC-1	York Condenser	Model# H1RA076S25H	Serial# W0N8493320
	York Gas Furnace	Model# GY8S160E30UH21D	Serial# W0M8449939
	ADP Evaporator	Model# G2FD0090S35A	Serial# 7108H20042
AC-2	York Condenser	Model# H1RA076S25H	Serial# W0N8493317
	York Gas Furnace	Model# GY8S160E30UH21D	Serial# W0M8449936
	ADP Evaporator	Model# G2FD0090S35A	Serial# 7108H20041

All systems must meet the following specifications:

1. All systems, if possible, need to be two stage single refrigerant circuit.
2. All systems must be at least 11eer or better.
3. All 7.5tn and 10tn air handlers must be belt driven blower with VFD.
4. All evaporator coils must have factory installed TXV or EEV.
5. All systems to be R-410A refrigerant.
6. All condensers must have high and low pressure protection installed.
7. All gas furnaces must be at least 80% efficient with two stage gas valves.
8. All gas furnaces must have ECM blower motors.
9. All systems must have thermostats equipped with humidity sensor and must be able to control space humidity levels at between 40%-60%.
10. All three phase equipment must have phase monitoring and phase loss protection installed.

All systems must meet the following installation specifications:

1. All work must be permitted and inspected, and installed to meet or exceed local, state, and federal codes that apply.
2. All systems will be installed per manufacture specifications to ensure full factory warranty.
3. All existing smoke detectors will be reconnected to new systems and function as intended.
4. All condensers must be secured to existing slab as per code.
5. All ductwork that must be modified or replaced to attach to new systems must be sealed with tape and mastic.
6. All insulation removed or required for new ductwork must be at least R-6 and must be sealed with tape and mastic to prevent condensation on ductwork.
7. All suction lines to condensers, air handlers, and evaporator coils must be at least $\frac{3}{4}$ " wall insulation, and all joints or seams must be glued with appropriate contact adhesive designed for rubber tubing insulation.
8. All drain lines must be either copper or schedule 40 PVC and installed as per manufacture recommended specifications.
9. All drain lines must be insulated with at least $\frac{1}{2}$ " wall insulation, and all joints and seams must be glued with appropriate contact adhesive designed for rubber tubing insulation.
10. All drain lines must have safety switches installed to shut units down incase of blockage in drain line.
11. All drain lines must be securely fastened to floor and routed to nearest floor drain.
12. All air handling units must have anti-vibration pads installed under units.
13. Carbon monoxide detectors must be installed in mechanical room near gas furnaces.
14. All vent piping for gas furnaces must be of appropriate size and configuration as per code.

15. Appropriately sized Ionic style air cleaners must be installed in systems.

Contractor must provide all needed electrical, copper, refrigerant, labor, and any other required materials needed to install and make systems fully operational.

Contractor is responsible for removal and disposal of all removed equipment and accessories.

Contractor must keep job site clean and all proper safety procedures must be followed during installation.

Contractor must install appropriately sized pleated filters on startup of new systems and at least one full set of filters to Escambia County Facilities for first scheduled filter change.

All work must be inspected by Escambia County Facilities Management representative and any punch list items resolved before invoice is submitted for payment.

Contractor must provide a minimum of a 90-day parts and labor warranty from date of job completion.

Contractor must provide all IOM documents on all installed equipment, including thermostats, Ionic air cleaners, phase monitors, and carbon monoxide detectors.

Contractor is responsible and must provide documentation showing all installed equipment and accessories are registered with manufactures for full factory warranty.



MINGLEDORFFS INC
30020 Co Rd 49
Loxley, AL 36551
(P) (256) 390-6680

Proposal

Project Name: Tryon Library HVAC Replacements

Bid Date: 03/25/2022

Location: Pensacola, FL

Expiration Date: 04/24/2022

Attention:

Proposal Number: 0322JMAY0117

*PROPOSED REPLACEMENT EQUIPMENT

We propose to furnish the equipment listed below at prices stated in accordance with Mingledorff's Inc. standard terms of sale.

Mark For	Qty	Model Number	Description
HP-1,2	2	38AUQD08A0A5-0A0A0	7.5 ton Heat Pump Condensing Unit The following items are included: <ul style="list-style-type: none"> • Voltage: 208/230-3-60 • Single Circuit, Two Stage • Standard/Temp Sensor in Control Box • Electro-Mechanical Controls • AI/Cu Standard
	2	40RUQA08T2A5-0A0A0	7.5 ton Fan Coil Unit The following items are included: <ul style="list-style-type: none"> • Voltage: 208/230-3-60 • 2-Speed VFD Controller • Standard Motor/Med Drive(028-Alt Mtr) • Standard AI Fin / Copper Tube
	Accessories (Field Installed by others)		
	2	33CONNECTSTAT	Thermostat with humidity control
	2	CAELHEAT004A00	10 kW Electric Heater
HP-3	1	38AUQD12A0A5-0A0A0	10 ton Heat Pump Condensing Unit The following items are included: <ul style="list-style-type: none"> • Voltage: 208/230-3-60 • Single Circuit, Two Stage • Standard/Temp Sensor in Control Box • Electro-Mechanical Controls • AI/Cu Standard
	1	40RUQA12T2A5-0A0A0	10 ton Fan Coil Unit The following items are included: <ul style="list-style-type: none"> • Voltage: 208/230-3-60 • 2-Speed VFD Controller • Standard Motor/Med Drive(028-Alt Mtr) • Standard AI Fin / Copper Tube
	Accessories (Field Installed by others)		
	1	33CONNECTSTAT	Thermostat with humidity control
	1	CAELHEAT004A00	10 kW Electric Heater
AC-1,2	2	38AUZD07A0A5-0A0A0	6.0 Ton - Puron - AC Cond Unit The following items are included: <ul style="list-style-type: none"> • Voltage: 208/230-3-60 • Single Circuit, Two Stage • Standard/Temp Sensor in Control Box • AI/Cu Standard • Electro-Mechanical Controls
	4	58SB0A070E17--12	54k BTUH Furnace 80% AFUE
	Accessories (Field Installed by others)		
	2	33CS2PPRH-03	Edge Pro two-stage programmable with humidity control
	2	AGATWNDTE01A	Furnace Twinning Kit Discrete Tapped Motor
	2	ABM72-2Y74E+V R410A	6 ton AllStyle Coil



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 56-22

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor
City Council Vice President Casey Jones

SUBJECT:

PROPOSED ORDINANCE NO. 56-22 AMENDING SECTION 6-3-2 OF THE CITY CODE - PROHIBITING SMOKING AND USE OF VAPOR-GENERATING DEVICES WITHIN PUBLIC PARKS

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 56-22 on second reading.

AN ORDINANCE AMENDING SECTION 6-3-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING SMOKING AND USE OF VAPOR-GENERATING DEVICES WITHIN CITY OF PENSACOLA PUBLIC PARKS; PROVIDING GRAMMATICAL AMENDMENT CLARIFYING (a); PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Parks and Recreation would like to codify prohibiting smoking and use of vapor-generating devices in public parks. Upon review by the City Attorney's Office, the recommendation is to change some of the verbiage adding subsections (d), (e), as well as, adding "of" to subsection (a).

The addition of subsections (d) and (e) of the existing ordinance 6-3-2, satisfies the "publication" requirement of prohibiting smoking and use of vapor-generating devices within city parks, and allows the rule to be enforced as an ordinance. The addition of prohibiting smoking and use of vapor-generating devices will ensure conformity within the parks without the addition of multiple signs. It also increases the ability of law enforcement to better enforce and prosecute violations, increase public safety, and reduce property damage in the parks.

However, during first reading of Proposed Ordinance No. 56-22 City Council amended the proposed amendments removing exceptions and deleting proposed subsection (e) in its entirety.

PRIOR ACTION:

October 20, 2022 - The Parks and Recreation Board voted to approve proposed amendments.

December 15, 2022 - City Council voted to approve Proposed Ordinance No. 56-22 on first reading as amended.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/30/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Adrian Stills, Parks and Recreation Director

ATTACHMENTS:

- 1) REVISED Proposed Ordinance No. 56-22
- 2) Proposed Ordinance No. 56-22
- 3) Part II of Chapter 386, Florida Statutes

PRESENTATION: No

PROPOSED
ORDINANCE NO. 56-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 6-3-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING SMOKING AND USE OF VAPOR-GENERATING DEVICES WITHIN CITY OF PENSACOLA PUBLIC PARKS; PROVIDING EXCEPTIONS AND GRAMMATICAL AMENDMENT CLARIFYING (a); PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 6-3-2 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

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

- (a) The parks and recreation director may adopt rules and regulations for the reasonable and proper use of, and for preventing injuries to or misuse of, city parks and their appurtenances and park property, and to prevent disorder and improper conduct within the precincts of such park.
- (b) Any rules and regulations when published or posted in the park shall have the same effect as ordinances, and any violations thereof shall be punished as provided for in section 1-1-8 except as otherwise provided herein.
- (c) The hours of the parks are sunrise to sunset, unless otherwise posted.
- (d) Smoking and use of vapor-generating devices is prohibited in public parks within the city limits of the City of Pensacola with the exception of unfiltered cigars. This prohibition does not apply to:
 - (1) The Osceola Golf Course;
 - (2) Park pavilion rentals; and
 - (3) The area within a park that is a permitted special event.

(e) Disposal of any smoking or vapor-generating device within a pavilion rental or permitted special event area shall be the responsibility of the event organizer to ensure safe and proper disposal of smoking and vapor-generating devices and litter.

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

ENROLLED

CS/HB 105, Engrossed 1

2022 Legislature

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An act relating to the regulation of smoking by counties and municipalities; revising the title of part II of ch. 386, F.S.; amending s. 386.201, F.S.; revising a short title; amending s. 386.209, F.S.; authorizing counties and municipalities to further restrict smoking within the boundaries of public beaches and public parks under certain circumstances; providing an exception; amending ss. 381.84 and 386.211, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Part II of chapter 386, Florida Statutes, entitled "INDOOR AIR: SMOKING AND VAPING," is renamed "SMOKING AND VAPING."

Section 2. Section 386.201, Florida Statutes, is amended to read:

386.201 Short title ~~Popular name.~~—This part may be cited as by the popular name the "Florida Clean ~~Indoor~~ Air Act."

Section 3. Section 386.209, Florida Statutes, is amended to read:

386.209 Regulation of smoking preempted to state.—This part expressly preempts regulation of smoking to the state and

ENROLLED

CS/HB 105, Engrossed 1

2022 Legislature

26 | supersedes any county or municipal ~~municipal or county~~ ordinance
 27 | on the subject; however, counties and municipalities may further
 28 | restrict smoking within the boundaries of any public beaches and
 29 | public parks that they own, except that they may not further
 30 | restrict the smoking of unfiltered cigars. A municipality may
 31 | further restrict smoking within the boundaries of public beaches
 32 | and public parks that are within its jurisdiction but are owned
 33 | by the county, unless such restriction conflicts with a county
 34 | ordinance, except that they may not further restrict the smoking
 35 | of unfiltered cigars. School districts may further restrict
 36 | smoking by persons on school district property. This section
 37 | does not preclude the adoption of county or municipal ~~municipal~~
 38 | ~~or county~~ ordinances that impose more restrictive regulation on
 39 | the use of vapor-generating devices than is provided in this
 40 | part.

41 | Section 4. Paragraph (h) of subsection (3) of section
 42 | 381.84, Florida Statutes, is amended to read:

43 | 381.84 Comprehensive Statewide Tobacco Education and Use
 44 | Prevention Program.—

45 | (3) PROGRAM COMPONENTS AND REQUIREMENTS.—The department
 46 | shall conduct a comprehensive, statewide tobacco education and
 47 | use prevention program consistent with the recommendations for
 48 | effective program components contained in the 1999 Best
 49 | Practices for Comprehensive Tobacco Control Programs of the CDC,
 50 | as amended by the CDC. The program shall include the following

ENROLLED

CS/HB 105, Engrossed 1

2022 Legislature

51 components, each of which shall focus on educating people,
 52 particularly youth and their parents, about the health hazards
 53 of tobacco and discouraging the use of tobacco:

54 (h) *Enforcement and awareness of related laws.*—In
 55 coordination with the Department of Business and Professional
 56 Regulation, the program shall monitor the enforcement of laws,
 57 rules, and policies prohibiting the sale or other provision of
 58 tobacco to minors, as well as the continued enforcement of the
 59 Florida Clean Indoor Air Act prescribed in chapter 386. The
 60 advertisements produced in accordance with paragraph (a) may
 61 also include information designed to make the public aware of
 62 these related laws and rules. The departments may enter into
 63 interagency agreements to carry out this program component.

64 Section 5. Section 386.211, Florida Statutes, is amended
 65 to read:

66 386.211 Public announcements in mass transportation
 67 terminals.—Announcements about the Florida Clean ~~Indoor~~ Air Act
 68 shall be made regularly over public address systems in terminals
 69 of public transportation carriers located in metropolitan
 70 statistical areas with populations over 230,000 according to the
 71 latest census. These announcements shall be made at least every
 72 30 minutes and shall be made in appropriate languages. Each
 73 announcement must include a statement to the effect that Florida
 74 is a clean ~~indoor~~ air state and that smoking and vaping are
 75 prohibited except as provided in this part.

ENROLLED

CS/HB 105, Engrossed 1

2022 Legislature

76 | Section 6. This act shall take effect July 1, 2022. |

Page 4 of 4

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

hb0105-03-er

PROVIDED BY COUNCIL MEMBER BARE
P.O. 56-22

Proposed Amendment to Sec 6-3-2 (d) *Remove everything after Pensacola in (d)*

(d) Smoking and use of vapor-generating devices is prohibited in public parks within the city limits of the City of Pensacola with the exception of unfiltered cigars. This prohibition does not apply to:

(1) The Osceola Golf Course;

(2) Park pavilion rentals; and

(3) The area within a park that is a permitted special event.

PROPOSED
ORDINANCE NO. 56-22

REVISED

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 6-3-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING SMOKING AND USE OF VAPOR-GENERATING DEVICES WITHIN CITY OF PENSACOLA PUBLIC PARKS; PROVIDING **EXCEPTIONS—AND** GRAMMATICAL AMENDMENT CLARIFYING (a); PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 6-3-2 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

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

- (a) The parks and recreation director may adopt rules and regulations for the reasonable and proper use of, and for preventing injuries to or misuse of, city parks and their appurtenances and park property, and to prevent disorder and improper conduct within the precincts of such park.
- (b) Any rules and regulations when published or posted in the park shall have the same effect as ordinances, and any violations thereof shall be punished as provided for in section 1-1-8 except as otherwise provided herein.
- (c) The hours of the parks are sunrise to sunset, unless otherwise posted.
- (d) Smoking and use of vapor-generating devices is prohibited in public parks within the city limits of the City of Pensacola with the exception of unfiltered cigars.

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

January 12, 2023

Council President Delarian Wiggins
and Members
Pensacola City Council
222 West Main Street
Pensacola, FL 32502

RE: Environmental Advisory Board Support of Proposed Ordinance No. 56-22

Dear City Council President and Members of City Council:

On behalf of the Environmental Advisory Board, I am writing to express the EAB's support of Proposed Ordinance No. 56-22, Amending Section 6-3-2 of the City Code, Prohibiting Smoking and Use of Vapor-Generating Devices within City of Pensacola Public Parks.

After much discussion at our January 5th board meeting, the EAB supports the concept of the ordinance based upon the environmental impacts of second-hand smoke, as well as the anticipation of a reduction in the volume of cigarette filters littering the parks. The board encourages passage of this ordinance.

This item was brought before the board at the request of one of the board members, with a vote of the board authorizing this letter to the City Council.

Respectfully submitted,

Kristin Bennett

Kristin Bennett
EAB Chair

CITY CLERKS OFFICE - LEGAL ADS
222 W MAIN ST

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF PROPOSED ORDINA

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

01/09/23

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

Sworn to and Subscribed before me this 9th of January 2023, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown
5.15.23

My commission expires
of Affidavits 1

Publication Cost: \$218.50
Ad No: 0005543502
Customer No: PNJ-25615500

This is not an invoice

NANCY HEYRMAN
Notary Public
State of Wisconsin

NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinance Nos. 56-22 and 57-22 were presented to the City Council of the City of Pensacola for first reading on Thursday, December 15, 2022 and will be presented for final reading and adoption on Thursday, January 19, 2023 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.
The title(s) of the proposed ordinance(s) are as follows:

P.O. #56-22:
AN ORDINANCE AMENDING SECTION 6-3-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING SMOKING AND USE OF VAPOR-GENERATING DEVICES WITHIN CITY OF PENSACOLA PUBLIC PARKS; PROVIDING GRAMMATICAL AMENDMENT CLARIFYING (a); PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

P.O. #57-22:
AN ORDINANCE AMENDING SECTION 9-3-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ADDING JUNETEENTH AND PRESIDENTS' DAY TO THE OFFICIAL HOLIDAYS OBSERVED BY THE CITY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A copy of proposed ordinances may be inspected by the public by calling the City Clerk's office to request a copy, or on-line with the agenda package on the City's website: <https://pensacola.legistar.com/Calendar.aspx>. Interested parties may appear at the meeting and be heard with respect to the proposed ordinances.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and any 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. Requests 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, FLORIDA
By: Ericka L. Burnett, City Clerk

Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.

Legal No. 5543502 Jan. 9, 2023



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 57-22

City Council

1/19/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 57-22 - AMENDING SECTION 9-3-3 - RELATED TO ADDING JUNETEENTH AND PRESIDENTS' DAY TO THE OFFICIAL HOLIDAYS OBSERVED BY THE CITY

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 57-22 on second reading.

AN ORDINANCE AMENDING SECTION 9-3-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ADDING JUNETEENTH AND PRESIDENTS' DAY TO THE OFFICIAL HOLIDAYS OBSERVED BY THE CITY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Currently the City of Pensacola observes 12 holidays and wishes to add the Juneteenth holiday as the 13th on June 19th. Additionally, it was discovered that during the recodification that took place in 2020 President's Day was inadvertently omitted in the ordinance. This ordinance will rectify that oversight as well.

When a holiday falls on a day within the normal work week, operations will be suspended, and each qualified employee will have the day off with pay. To be eligible for holiday pay, the employee must work (or be in a paid leave status) their last full scheduled day prior to the holiday and their first full scheduled day immediately following the holiday.

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

This will apply to those non-union employees as well as those employees represented by the American Federation of State, County and Municipal Employees Collective Bargaining Unit, the Police Sergeant's Collective Bargaining Unit and the Police Lieutenant's Collective Bargaining Unit. Copies of the Tentative Agreements or Memorandum of Agreements with these three collective bargaining units are attached.

PRIOR ACTION:

December 15, 2022 - City Council voted to approve Proposed Ordinance No. 57-22 on first reading.

September 24, 2020 - City Council adopted Ordinance No. 33-20 adding Good Friday and the Day after Christmas to the listing of Official Holidays.

FUNDING:

\$ N/A

FINANCIAL IMPACT:

Less than \$10,000

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/30/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Ted Kirchharr, HR Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 57-22
- 2) Tentative Agreement - AFSCME
- 3) Memorandum of Agreement - Police Sergeants
- 4) Memorandum of Agreement - Police Lieutenants

PRESENTATION: No

PROPOSED
ORDINANCE NO. 57-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 9-3-3 OF THE
CODE OF THE CITY OF PENSACOLA, FLORIDA; ADDING
JUNETEENTH AND PRESIDENTS' DAY TO THE OFFICIAL
HOLIDAYS OBSERVED BY THE CITY; PROVIDING FOR
SEVERABILITY; REPEALING CLAUSE; AND PROVIDING
AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 9-3-3 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 9-3-3. – Holidays.

- (a) *Official holidays.* The city shall observe the following official holidays: New Year's Day, Martin Luther King, Jr.'s birthday, Presidents' Day, Good Friday, Memorial Day, Juneteenth, the Fourth of July, Labor Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas and the day after Christmas. The mayor is hereby authorized in his or her discretion to close non-essential city facilities on days adjacent to official holidays and to provide non-essential employees who are not subject to collective bargaining agreements with the flexibility of utilizing personal holidays, personal time off, or leave without pay on those dates. Employees who may elect to take leave without pay on dates adjacent to official holidays shall be able to take such official holidays without penalty.
- (b) *Weekend observance.* Unless otherwise directed by the mayor, when the holiday falls on Saturday, the city's official observance will be on Friday, and when the holiday falls on Sunday, Monday will be the day of observance.
- (c) *Qualification.* Except when on approved paid leave, employees must work the last fully scheduled day prior to the holiday and the first fully scheduled day immediately following the holiday in order to qualify for holiday benefits.
- (d) *Additional holiday compensation.* Employees who are on rotating or permanent shifts, who may be scheduled for duty on an official holiday as designated in subsection (a) of this section, and who accrue additional personal time off (PTO) leave as provided in section 9-3-4(b)(4) shall not be granted any additional compensation in the form of overtime pay or compensatory time off, except for the

holidays of Martin Luther King Jr.'s birthday and Veterans Day for which overtime shall be paid when applicable.

- (e) *Additional leave compensation.* Except as provided in subsections (d) and (f) of this section, all employees who because of the nature of their work are regularly unable to observe city holidays shall be compensated as provided under section 9-3-4(b)(4).
- (f) *Overtime compensation.* Except as provided in subsections (d) and (e) of this section, all employees who because of the nature of their work are occasionally unable to observe city holidays shall be compensated as provided by the city.
- (g) *Personal holiday.* There shall be two additional personal holidays observed by each employee on a workday of the employee's choosing subject to approval in advance by the department director. The personal holiday must be taken within the calendar year. It cannot be carried over to the next calendar year nor can the employee be compensated if the personal holiday is not taken.
- (h) *Anniversary day.* Employees shall receive one day of leave at the completion of each five-year interval of service (i.e. 5, 10, 15, 20, etc.). The anniversary day must be taken within one year of reaching the milestone anniversary or the day will be forfeited.

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

TENTATIVE AGREEMENT

The City of Pensacola (the “City”) and the American Federation of State, County, and Municipal Employees (“AFSCME”) Florida Council 79, by and through the undersigned president of Local 3253 (“the Union”) are hereinafter collectively referred to as the “Parties.”

WHEREAS, on December ____, 2022, the City and AFSCME hereby reach this Tentative Agreement (“Agreement”) as follows:

Article 23: Section 1.

Recognized Holidays are amended to include Juneteenth as an observed holiday beginning in 2023 for all currently employed bargaining unit members. *Weekend observance*. Unless otherwise directed by the mayor, when the holiday falls on Saturday, the city's official observance will be on Friday, and when the holiday falls on Sunday, Monday will be the day of observance.

IN WITNESS THEREOF, the parties have set their signatures on the date last written below.

CITY Representative

Dalton Baker
AFSCME Local 3253 Representative

MEMORANDUM OF AGREEMENT

The City of Pensacola (the “City”) and the Florida State Lodge, Fraternal Order of Police, Inc. (F.O.P.), Police Sergeants by and through the undersigned president of Local 71 (“the Union”) are hereinafter collectively referred to as the “Parties.”

WHEREAS, on December ____ 2022, the City and the F.O.P., Police Sergeants hereby reach this Memorandum of Agreement (“Agreement”) on holidays as follows:

1. The Parties have agreed to the following amendments/changes to the 2021-2024 Collective Bargaining Agreement that become effective on December ____ 2022 reflected as follows:

Article 31.1

Holidays are amended to include Juneteenth as an observed holiday beginning in 2023. *Weekend observance.* Unless otherwise directed by the mayor, when the holiday falls on Saturday, the city's official observance will be on Friday, and when the holiday falls on Sunday, Monday will be the day of observance.

IN WITNESS THEREOF, the parties have set their signatures on the date last written below.

CITY Representative

Joshua Hudson
FOP Local 71 Representative

MEMORANDUM OF AGREEMENT

The City of Pensacola (the “City”) and the Florida State Lodge, Fraternal Order of Police, Inc. (F.O.P.), Police Lieutenants by and through the undersigned president of Local 71 (“the Union”) are hereinafter collectively referred to as the “Parties.”

WHEREAS, on December ____ 2022, the City and the F.O.P., Police Lieutenants hereby reach this Memorandum of Agreement (“Agreement”) on holidays as follows:

1. The Parties have agreed to the following amendments/changes to the 2021-2024 Collective Bargaining Agreement that become effective on December ____ 2022 reflected as follows:

Article 30.1

Holidays are amended to include Juneteenth as an observed holiday beginning in 2023. *Weekend observance.* Unless otherwise directed by the mayor, when the holiday falls on Saturday, the city's official observance will be on Friday, and when the holiday falls on Sunday, Monday will be the day of observance.

IN WITNESS THEREOF, the parties have set their signatures on the date last written below.

CITY Representative

Joshua Hudson
FOP Local 71 Representative

