



City of Pensacola

Agenda Conference

Agenda

Monday, December 7, 2020, 3:30 PM

Council Chambers, 1st Floor

Members of the public may attend the meeting in person; however, there will be limited seating capacity. Consistent with CDC guidelines, attendees will be required to sit at least 6 feet apart and to wear face coverings that cover their nose and mouth.

ROLL CALL

PRESENTATION ITEMS

1. [20-00783](#) CITY OF PENSACOLA PARKING MANAGEMENT PRESENTATION

Recommendation: That City Council accept a presentation from Lissa Dees, Parking Division Manager, to provide an update.

Sponsors: Jared Moore

Attachments: [CPPM CITYCOUNCIL 12 1 20](#)

REVIEW OF CONSENT AGENDA ITEMS

2. [20-00778](#) 2021 CITY COUNCIL MEETING SCHEDULE

Recommendation: That City Council adopt the 2021 City Council Meeting Schedule.

Sponsors: Jared Moore

Attachments: [2021 City Council Meeting Schedule - Proposed](#)

3. [20-00792](#) ASSIGNMENT OF COUNCIL MEMBERS TO EXTERNAL BOARDS,
COMMISSIONS & AUTHORITIES FOR COUNCIL TERM 2020-2022

Recommendation: That the following external assignments be filled for a two-year period,
until new City Council Members take office in November of 2022:

Pensacola & Perdido Bays Estuary Program (1 & 1 Alt) Hill / Myers
(Alt)

Community Action Program (1) Myers

Community Drug & Alcohol Commission (1) Wiggins

Community Enterprise Investments, Inc. (1) Broughton

Tourist Development Council (2) Jones / Moore

Transportation Planning Organization (5) Hill/Wiggins/Moore/
Broughton / Brahier

Juvenile Justice Council (1) Wiggins

Keep Pensacola Beautiful (1) Brahier

Pensacola Escambia Development Commission (2) M y e r s /
Moore

Emerald Coast Regional Council (1) Brahier

Ex Officio Officer Human Relations Commission (1) Myers
(Term might expire June 2021)

Eastside Redevelopment Board Jones

Westside Redevelopment Board Wiggins

Urban Core Redevelopment Board Broughton

Affordable Housing Advisory Committee Hill

Sponsors: Jared Moore

Attachments: [External Board Assignments 2020-2022](#)

4. [20-00531](#) INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA, FLORIDA AND WEST FLORIDA HISTORIC PRESERVATION, INC. FOR PARKING MANAGEMENT OF THE WFHPI-UWF TARRAGONA PARKING LOT
- Recommendation:** That City Council approve an Interlocal Agreement between the City of Pensacola, Florida and West Florida Historic Preservation, Inc. (WFHPI) for the parking management of the WFHPI-UWF Tarragona Parking Lot facilities under City parking management to be retroactive back to November 1, 2020. Further, that City Council authorize the Mayor to take all actions necessary to execute the Interlocal Agreement
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Interlocal Agreement between the City of Pensacola, Florida and WF](#)
5. [20-00560](#) CHANGE ORDER BID #19-019 - 12TH AVENUE AND CROSS STREET HMGP STORMWATER IMPROVEMENT PROJECT
- Recommendation:** That City Council approve Change Order #2 increasing the contract by an additional \$47,095.58 for the 12th Avenue and Cross Street HMGP Stormwater Improvement Project.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Bid #19-019 - 12th and Cross Change Order #2 Summary](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

6. [20-00771](#) PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 707 COLLECTIVE BARGAINING AGREEMENT
- Recommendation:** That City Council ratify the proposed Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707 Collective Bargaining Agreement. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement. Finally, that the City Council adopt a supplemental budget resolution appropriating the costs associated with the first year of the agreement.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [IAFF Local 707 Collective Bargaining Agreement Effective October 1](#)
[Supplemental Budget Resolution](#)
[Supplemental Budget Explanation](#)

7. [2020-62](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-62 - PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 707 COLLECTIVE BARGAINING AGREEMENT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2020-62.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2020-62](#)
[Supplemental Budget Explanation No. 2020-62](#)
[Proposed Collective Bargaining Agreement](#)

8. [49-20](#) PROPOSED ORDINANCE NO. 49-20 AMENDING SECTION 9-6-26 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA FIREFIGHTERS' DEFERRED COMPENSATION PROHIBITING FUTURE CONTRIBUTIONS

Recommendation: That City Council approve Proposed Ordinance No. 49-20 on first reading.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING FUTURE CONTRIBUTIONS ARTICLE III SECTIONS 9-6-20 THROUGH 9-6-26, A FIREFIGHTERS DEFERRED COMPENSATION PLAN; PROVIDING FOR APPLICABILITY OF ORDINANCE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 49-20](#)

9. [20-00788](#) EXTENSION OF ORDINANCE NO. 15-20 REQUIRING THE MANDATORY WEARING OF FACE COVERINGS IN BUSINESSES WITHIN THE CITY LIMITS.

Recommendation: That City Council extend Ordinance No. 15-20 requiring the mandatory wearing of face coverings in businesses within the City Limits until February 25, 2021.

Sponsors: Jared Moore

Attachments: [Ordinance No. 15-20](#)

10. [2020-58](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-58 - CONTRACTS PAYABLE
- Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2020-58.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2020-58](#)
[Supplemental Budget Explanation No. 2020-58](#)
11. [2020-59](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-59 - FY 2021 NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION
- Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2020-59.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2020-59](#)
[Supplemental Budget Explanation No. 2020-59](#)
12. [45-20](#) PROPOSED ORDINANCE NO. 45-20 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT - 4406 N. DAVIS HIGHWAY
- Recommendation:** That City Council adopt Proposed Ordinance No. 45-20 on second reading:
- AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 45-20](#)
[Planning Board Rezoning and FLUM Application](#)
[Planning Board Minutes October 13 2020 DRAFT](#)
[Future Land Use Map October 2020](#)

13. [46-20](#) PROPOSED ORDINANCE NO. 46-20 - REQUEST FOR ZONING MAP AMENDMENT - 4406 N. DAVIS HIGHWAY

Recommendation: That City Council adopt Proposed Ordinance No. 46-20 on second reading:

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

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 46-20](#)
[Planning Board Rezoning and FLUM Application](#)
[Planning Board Minutes October 13 2020 DRAFT](#)
[Zoning Map October 2020](#)

14. [48-20](#) PROPOSED ORDINANCE NO. 48-20 - CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, RELATED TO RESTRICTING DEVELOPMENT AT HITZMAN-OPTIMIST PARK

Recommendation: That City Council adopt Proposed Ordinance No. 48-20 on second reading:

AN ORDINANCE CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; RESTRICTING DEVELOPMENT AT HITZMAN-OPTIMIST PARK; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Sponsors: Grover C. Robinson, IV

Attachments: [REVISED Proposed Ordinance No. 48-20 clean version](#)
[REVISED Proposed Ordinance No. 48-20 strike through and underli](#)
[Original Draft Proposed Ordinance No.48-20](#)
[Exhibit A to Original Draft](#)

FOR DISCUSSION

15. [20-00779](#) ST ENGINEERING AEROSPACE HIRING DEMOGRAPHICS

Sponsors: Sherri Myers

Attachments: [ST Engineering Hiring Demographics 11-09-2020](#)

16. [20-00719](#) UPDATE ON MONUMENT LOCATED AT FLORIDA SQUARE (FKA) LEE SQUARE, REMOVAL, STORAGE AND FUTURE PLAN
Sponsors: Sherri Myers
17. [20-00711](#) ENFORCEMENT OF NOISE ORDINANCES AND STATUTES
Sponsors: Sherri Myers
Attachments: [IMG 7841](#)
18. [20-00791](#) DEVELOPING AN ORDINANCE TO ADDRESS TRAFFIC CALMING, SUCH AS SPEED BUMPS AND OTHER MEASURES
Sponsors: Sherri Myers
Attachments: [Traffic Calming Policy](#)
19. [20-00780](#) DISCUSSION OF THE PROCESS FOR OBTAINING STREET LIGHTS AND ACCESSING FUNDING
Sponsors: Sherri Myers

CONSIDERATION OF ANY ADD-ON ITEMS

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

QUARTERLY FINANCIAL REPORT - Financial Director Amy Lovoy.

20. [20-00774](#) QUARTERLY FINANCIAL REPORT - TWELVE MONTHS ENDING SEPTEMBER 30, 2020 (UNAUDITED) - FINANCE DIRECTOR AMY LOVOY
Sponsors: Grover C. Robinson, IV
Attachments: [Financial Report - Twelve Months Ending September 30, 2020 \(Unaudited\)](#)
[Financial Report Presentation - Twelve Months Ending September 30, 2020](#)

CITY COUNCIL COMMUNICATION

ADJOURNMENT

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00783

City Council

12/10/2020

PRESENTATION ITEM

FROM: City Council President Jared Moore

SUBJECT:

CITY OF PENSACOLA PARKING MANAGEMENT PRESENTATION

REQUEST:

That City Council accept a presentation from Lissa Dees, Parking Division Manager, to provide an update.

SUMMARY:

Beginning October 1, 2020, the City took over the management of parking within the City. This presentation provides an update to the City Council on the City's Parking Management Program.

PRIOR ACTION:

May 28, 2020 - City Council approved to terminate the November 29, 2007 Interlocal agreements and authorized the Mayor to take all appropriate measures for the City to resume its responsibility for parking regulation and enforcement.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) 2020 Transition Plan ParkPensacola

PRESENTATION: Yes



2020 TRANSITION PLAN **PARKPENSACOLA**

CITY OF PENSACOLA PARKING MANAGEMENT

CREATING A POSITIVE **PENSACOLA EXPERIENCE**

Resident and visitor satisfaction with Pensacola's transportation system is determined by more than just the number of transit options or the available parking spaces, costs and regulations.



Flexible

**Easy to
Understand**

**Easy to
Operate**

**Easy to
Navigate**

TRANSPORTATION **STRATEGY**

Goal: Offer Diverse & Flexible Transportation Options

The back-office system we are implementing enables the City to integrate multi-modal transportation, encompassing:

- Bike sharing
- Electric scooters
- Ferries
- Trolleys
- Electric scooters
- City buses
- And more



PARKING **STRATEGY**

1

CITY WEBSITE

2

CITY PARKING APP / E-PERMITS

3

SIGNS & WAYFINDING

4

PUBLIC EDUCATION

5

TRANSPORTATION STRATEGY

2

DATA COLLECTION / REPORTING

CPPM

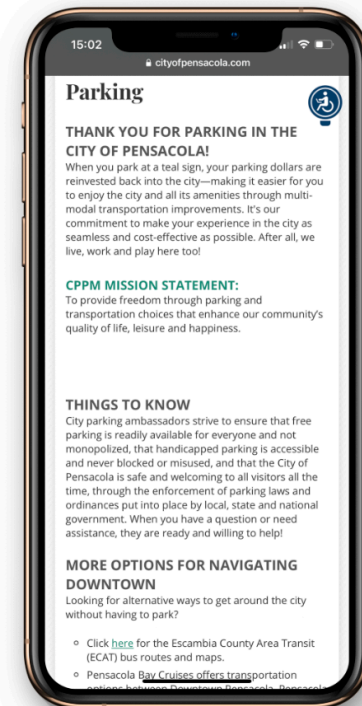
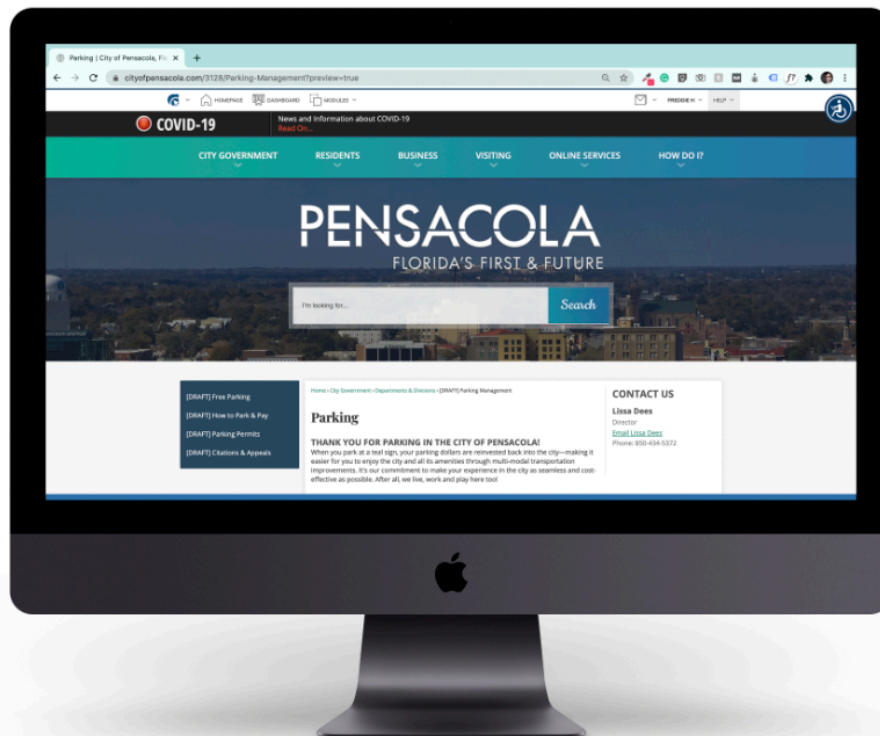
CITY OF PENSACOLA
PARKING MANAGEMENT

MISSION

To provide freedom
through parking and
transportation
choices that enhance
our community's
quality of life, leisure
and happiness.

CITY WEBSITE

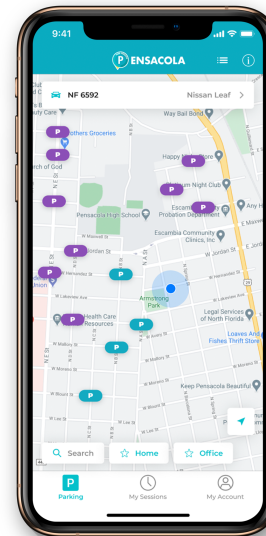
- Locate public parking
- Locate free parking
- Locate handicapped parking
- Purchase a parking permit
- Download the parking app
- Pay or appeal a ticket



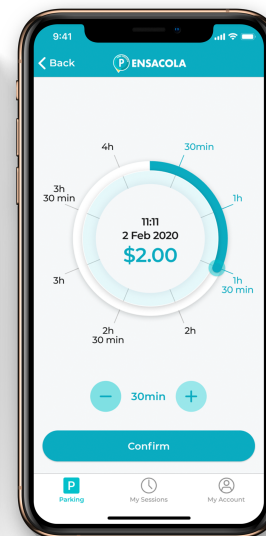
CITY PARKING APP

Accessibility + Safety

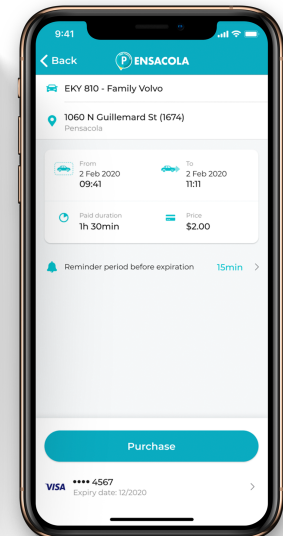
- Available in 26 languages
- Helps locate handicapped parking*
- Free to download
- **Find My Car** feature
- No need to go to a pay machine or use cash or credit cards at night, or to leave car to pay for parking
- Touch/Face ID/Facebook Login
- Text al



**Select
Location**



**Choose
Duration**



**Confirm
Payment**

CITY PARKING APP

www.parkpensacola.com



Set up your account now, and when you're ready to park:

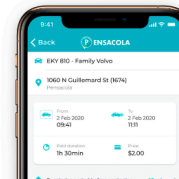
STEP 1
Choose Location



STEP 2
Select Duration



STEP 3
Confirm Payment



CITY E-PERMITS

Parking permits are available for:

- **Jefferson Street Parking Garage**
- **North Palafox Parking Lot**
- **Tarragona Street Parking Lot**
- **Residential Passes**
- **Annual Boat Ramp Passes**

Parking permit information is available on the City's new parking website and by using the URL, pensacolapermits.com.



Welcome

On this website, you shall purchase parking permits.

Please register with the form below.

Sign in

E-mail

Password

[Forgot password ?](#)

☐ Remember me

[Sign in](#)

[Don't have an account ?](#)

SIGN **STRATEGY**

- 1 SUPPORTIVE**
- 2 COST-EFFECTIVE**
- 3 USER-FRIENDLY**



SIGN STRATEGY

BEFORE



SIGN STRATEGY

AFTER



PUBLIC EDUCATION

POCKET GUIDE



Parking. Easier. Safer. Faster.

DOWNLOAD THE FREE APP!

CHOOSE YOUR:

- 1 Location
- 2 Duration
- 3 Payment

PENSACOLA
FLORIDA'S FIRST & FUTURE

RACK CARD

SAVE TIME
FAST & SECURE
ADD TIME REMOTELY
GET EXPIRATION ALERTS

GET THE APP!

SCAN THE QR CODE, OR VISIT PARKPENSACOLA.COM

DOWNLOAD ON THE App Store

There is a small convenience fee added to your parking transaction. Once you have paid for your PARKPensacola transaction there is no additional fee for text reminders about parking expiration.

GET THE APP!



- 1 Scan the code above, or visit ParkPensacola.com.
- 2 Create an account. You can use your email, or quick login using Facebook.

GET IT ON Google Play

Find Out More

PARKPensacola Parking Hours of Enforcement
On-Street and Surface Lots: Mon-Sat from 8am-7pm
Jefferson Street Garage: Mon-Saturday all day
PARKPensacola public parking is free on Sundays*
*Exception: special event parking

Other Parking Providers
Many public parking spots in the City of Pensacola are managed by private operators. In the downtown district for example, the City owns and manages only about 39 percent of the available public parking. To locate a City-owned PARKPensacola parking spot, look for a turquoise blue sign and the City of Pensacola logo.

Booting and Towing
The City of Pensacola does not boot or tow. Please check the information on your ticket for further instructions on which private parking company you should contact if your parked car has been booted or towed.

PARK PENSACOLA
P

Parking. Easier. Safer. Faster.

GET IT ON Google Play

3 Reasons to Look for the Teal Parking Signs:

→ **IT COSTS LESS**
PARKPensacola is owned by the taxpayers. So you can find parking for as little as 50 cents an hour, plus many 2-hour parking spaces that are free all of the time. And ALL public parking is free all day on Sundays.

← **YOUR DOLLARS STAY LOCAL**
PARKPensacola employees are local residents who work and park locally everyday. And when you park in a public parking space, your parking dollars are reinvested right back into the community.

→ **FREE HANDICAPPED PARKING**
If you have a valid handicap placard and there's no designated space available, you can park in any City metered, on-street parking space for free.
*Special Event Parking is Excluded.

HOW TO USE THE APP

SAVE TIME
FAST & SECURE
ADD TIME REMOTELY
GET EXPIRATION ALERTS

- 1 Enter Location
- 2 Enter Duration
- 3 Click "Pay"

TIP: SET UP YOUR ACCOUNT NOW, THEN WHEN YOU'RE READY TO PARK, JUST

You can return to the app at any time to extend your parking session.

HOW TO USE A PAY STATION

MY TAG # IS:

*HAVE YOUR TAG NUMBER HANDY

- 1 Press Keypad to Activate
- 2 Follow Prompts
- 3 Make Payment

***Have Your Tag Number Handy**

INSTRUCTIONS

- 1 Press Keypad
- 2 Follow Prompts
- 3 Make Payment
- 4 No Receipt Necessary

For the safest, quickest way to pay, download the Flowbird Parking App!

WALL POSTERS

DATA COLLECTION & REPORTING

What
Will Happen?

Predictive
Analytics

Descriptive
Analytics

What
Happened?

Diagnostic
Analytics

Why Did
It Happen?

Prescriptive
Analytics

How Can We
Make it Happen?



ONE SYSTEM PULLS DATA FROM
MULTIPLE PLATFORMS

THANK YOU!



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00778

City Council

12/10/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

2021 CITY COUNCIL MEETING SCHEDULE

RECOMMENDATION:

That City Council adopt the 2021 City Council Meeting Schedule.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City Charter requires the City Council to schedule a regular council meeting at least once per month. It is customary for the City Council to establish its regular meeting schedule for the following calendar year in December of each year.

Adoption of this action will set the City Council meeting schedule for 2021.

PRIOR ACTION:

December 12, 2019 - City Council adopted the 2020 City Council Meeting Schedule

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) 2021 City Council Meeting Schedule - Proposed

PRESENTATION: No

2021 PENSACOLA CITY COUNCIL SCHEDULE OF MEETINGS

MONTH	AGENDA CONFERENCE	COUNCIL MEETING	SPECIAL COUNCIL MEETING
Note: Business Workshop to be held, if needed, on the 2nd Agenda Conference meeting day of the month.			
January	Tuesday, 19th	Thursday, 21st	
February	Monday, 8th Monday, 22nd	Thursday, 11th Thursday 25th	
March	Monday, 8th Monday, 22nd	Thursday, 11th Thursday 25th	
April	Monday, 5th Monday, 19th	Thursday, 8th Thursday, 22nd	
May	Monday, 10th Monday, 24th	Thursday, 13th Thursday, 27th	
June	Monday, 14th	Thursday, 17th	
July	Monday, 12th	Thursday, 15th	
August	Monday, 9th	Thursday, 12th	
September	Tuesday, 7th Monday, 20th	Thursday, 9th Thursday, 23th	1st & Final FY 22 Budget Hearings beginning at 5:30 p.m. <i>(dates to be determined)</i>
October	Monday, 11th Monday, 25th	Thursday, 14th Thursday, 28th	
November	Monday, 15th	Thursday, 18th	Special Council meeting to elect Council President and Vice President - 11/23/21 at 9:00 a.m.
December	Monday, 13th	Thursday, 16th	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00792

City Council

12/10/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

ASSIGNMENT OF COUNCIL MEMBERS TO EXTERNAL BOARDS, COMMISSIONS & AUTHORITIES FOR COUNCIL TERM 2020-2022

RECOMMENDATION:

That the following external assignments be filled for a two-year period, until new City Council Members take office in November of 2022:

Pensacola & Perdido Bays Estuary Program (1 & 1 Alt)	Hill / Myers (Alt)
Community Action Program (1)	Myers
Community Drug & Alcohol Commission (1)	Wiggins
Community Enterprise Investments, Inc. (1)	Broughton
Tourist Development Council (2)	Jones / Moore
Transportation Planning Organization (5)	Hill/Wiggins/Moore/ Broughton / Brahier
Juvenile Justice Council (1)	Wiggins
Keep Pensacola Beautiful (1)	Brahier
Pensacola Escambia Development Commission (2)	Myers / Moore
Emerald Coast Regional Council (1)	Brahier
Ex Officio Officer Human Relations Commission (1) (Term might expire June 2021)	Myers
Eastside Redevelopment Board	Jones
Westside Redevelopment Board	Wiggins

Urban Core Redevelopment Board

Broughton

Affordable Housing Advisory Committee

Hill

HEARING REQUIRED: No Hearing Required**SUMMARY:**

Organization's by-laws and in some cases state statutes require a member or members of City Council be assigned to external boards, commissions, and authorities. Currently, the Council's Rules and Procedures do not set out a means of determining these assignments. Based on prior assignments and current needs, staff along with the Council President provides the proposed assignments.

PRIOR ACTION:

December 2018 - City Council approved external committee assignments

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) 2020-2022 Council External Board Assignments

PRESENTATION: No

External Board Assignments 2020-2022

Pensacola & Perdido Bays Estuary Program (1 & 1 Alt)	Hill / Myers (alt)
Community Action Program (1)	Myers
Community Drug & Alcohol Commission (1)	Wiggins
Community Enterprise Investments, Inc. (1)	Broughton
Tourist Development Council (2)	Jones / Moore
Transportation Planning Organization (5)	Hill/Wiggins/Moore/ Broughton / Brahier
Juvenile Justice Council (1)	Wiggins
Keep Pensacola Beautiful (1)	Brahier
Pensacola Escambia Development Commission (2)	Myers / Moore
Emerald Coast Regional Council (1)	Brahier
Ex Officio Officer Human Relations Commission (1) (Term might expire June 2021)	Myers
Eastside Redevelopment Board	Jones
Westside Redevelopment Board	Wiggins
Urban Core Redevelopment Board	Broughton
Affordable Housing Advisory Committee	Hill



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00531

City Council

12/10/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA, FLORIDA AND WEST FLORIDA HISTORIC PRESERVATION, INC. FOR PARKING MANAGEMENT OF THE WFHPI-UWF TARRAGONA PARKING LOT

RECOMMENDATION:

That City Council approve an Interlocal Agreement between the City of Pensacola, Florida and West Florida Historic Preservation, Inc. (WFHPI) for the parking management of the WFHPI-UWF Tarragona Parking Lot facilities under City parking management to be retroactive back to November 1, 2020. Further, that City Council authorize the Mayor to take all actions necessary to execute the Interlocal Agreement

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Downtown Improvement Board (DIB) lacks statutory authority to enforce or regulate parking activities outside the DIB boundaries. Recently City Council made a determination to have the City resume responsibility for parking regulation and enforcement throughout the City commencing October 1, 2020.

On May 28, 2020, City Council took action to terminate the Interlocal Agreement(s) with the DIB, City, and the Community Redevelopment Agency (CRA), bringing all parking management operations under City administration effective October 1, 2020.

The DIB entered into an Interlocal Agreement with WFHPI effective on July 1, 2019. The purpose of the agreement established the terms for management of the 37 parking spaces located at the southwest corner of Tarragona Street and Government Street located in the City of Pensacola.

It is recommended that City Council approve the interlocal agreement with the WFHPI for continued management of the Tarragona Parking Lot facility. The City Parking Management Fund shall pay half of the net positive revenue exceeding nineteen thousand two hundred dollars (\$19,200) to the WFHPI on or before the 15th day of the month following the last day of the City of Pensacola's fiscal year. All remaining funds will be deposited into the City Parking Management Fund. The term net positive revenue means all income received by the Parking Management Fund minus all expenses

related to the management of the WFHPI Parking Facilities as reasonably determined by the City of Pensacola. The proposed Interlocal Agreement is attached.

PRIOR ACTION:

November 29, 2007- The City Council and the CRA entered into Interlocal Agreements with the DIB, which allowed the DIB to manage and enforce parking regulations in the downtown business district.

May 28, 2020 - The City Council took action to terminate the Interlocal Agreement(s) with the DIB, City, and CRA, bringing all parking management operations under City management effective October 1, 2020.

October 8, 2020 - The City Council adopted Supplemental Budget Resolution 2020-48, amending the Fiscal Year 2021 Budget appropriating funds for the Parking Management Fund.

FUNDING:

N/A

FINANCIAL IMPACT:

It is anticipated that the City's management of the WFHPI-UWF Tarragona Parking Lot will be budget neutral to the City's Parking Management Fund per the terms of the new Interlocal Agreement and transition of Parking Management to the City of Pensacola.

CITY ATTORNEY REVIEW: Yes

11/23/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

Richard Barker Jr., Deputy City Administrator - Administration and Enterprise

Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Interlocal Agreement between the City of Pensacola, Florida and WFHP, Inc., for the Management of the Tarragona St. Parking Lot.

PRESENTATION: No

**INTERLOCAL AGREEMENT BETWEEN WEST FLORIDA
HISTORIC PRESERVATION, INC. AND THE CITY OF
PENSACOLA**

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the West Florida Historic Preservation, Inc., a Florida non-profit corporation and direct support organization of the University of West Florida (WFHPI") with administrative offices at 120 E. Church Street, Pensacola, Florida 32502 and the City of Pensacola, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WITNESSETH:

WHEREAS the parties have legal authority to perform certain public works within their respective jurisdictions; and

WHEREAS, WFHPI is established as a direct support organization of the University of West Florida per Section 267.173, Florida Statutes and per that certain operating agreement dated July 1, 2001 between WFHPI and the University of West Florida as renewed and amended, which establishes WFHPI as a public agency under Section 163.01, Florida Statutes for the purposes of this Agreement; and

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

WHEREAS the parties desire to establish the terms under which the City of Pensacola shall assume managerial responsibility and authority for certain WFHPI Parking Facilities, as defined below, located in downtown Pensacola; and

WHEREAS the Parties desire that this Agreement be effective on Nov. 1, 2020.

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

Article 1
PURPOSE

This Agreement hereby establishes the terms relating to managerial responsibility and authority for certain aspects of WFHPI Parking Facilities, as defined below, located in downtown Pensacola.

Article 2

WFHPI PARKING FACILITIES

- 2.1** The WFHPI Parking Facilities subject to the terms of this agreement are the 37 parking spaces located at the southwest corner Tarragona Street and Government Street in Pensacola Florida as depicted in attached Exhibit A.

Article 3

CITY OF PENSACOLA RESPONSIBILITIES

- 3.1** City Parking management of the WFHPI Parking Facilities shall commence on November 1, 2020
- 3.2** Equipment. The City of Pensacola shall have authority and responsibility for selecting, changing, financing, installing, maintain, and operating parking control enforcement technologies for the WFHPI Parking Facilities and other equipment as needed in the sole discretion of the City of Pensacola. All expenses for equipment related to the management of the WFHPI Parking Facilities shall be charges against the WFHPI Parking Fund described below.
- 3.3** Planning/Rates/Procedures. The City of Pensacola Shall have authority and responsibility for all parking planning, modification, and implementation, including parking and loading configurations, parking times and schedules , parking rates, time- restricted free parking, security , maintenance , use for special events, special event parking rates, and marketing to encourage use of the WFHPI Parking Facilities. All expenses for planning/rates/procedures related to the management of the WFHPI Parking Facilities shall be charges against the WFHPI Parking Fund described below.
- 3.4** Signage. The City of Pensacola shall have the authority and responsibility to select, site and install parking, directional, parking informational, parking banding, parking promotional, and way-finding signage so long as such signage conforms with all applicable governmental regulations, including municipal ordinances and regulations. All signage expenses related to the management of WFHPI Parking Facilities shall be charges against the WFHPI Parking Fund described below.
- 3.5** Personnel. The City of Pensacola shall have the authority and responsibility to employ personnel and/or third-party contractors to perform management activities under this Agreement. All personal and third-party contractors shall comply with applicable municipal ordinances, state laws and regulations. The City of Pensacola shall employ personnel as it deems appropriate. All expenses such personnel and third-party contractors related to the management of WFHPI Parking Facilities shall be charges against the WFHPI Parking Fund described below.
- 3.6** Parking Enforcement. As permitted under state law, the City of Pensacola shall be authorized to employ third-party contractors to provide personnel that

meet all state statutory requirements for the carrying out of parking enforcement duties in the WFHPI Parking Facilities. All expenses for parking enforcement related to the management of the WFHPI Parking Facilities shall be charges against the WFHPI Parking Fund described below.

- 3.7** ADA Compliance. The parties recognize and agree that certain special events, e.g., festivals, concerts and other public functions must provide accessible parking for disabled individuals. The City of Pensacola shall be responsible for providing accessible parking to the disabled as required by the Americans With Disabilities Act (ADA) and Chapter 11 of the Florida Building Code. All expenses for providing accessible parking to the disabled as required by the Americans With Disabilities Act (ADA) and Chapter 11 of the Florida Building Code related to the management of the WFHPI Parking Facilities shall be, at the sole discretion of the City of Pensacola, charges against the WFHPI Parking Fund described below.
- 3.8** Report. On or before April 1 of each year the City of Pensacola shall prepare and submit a written report to WFHPI for the previous year ending September 30 with the following information:
- 3.8.1** A status report on the state of the WFHPI Parking Facilities.
 - 3.8.2** A statement of significant changes in the WFHPI Parking Facilities since the previous year's report.
 - 3.8.3** A report on the detectable trends in the use of the WFHPI Parking Facilities since the previous year's report.
 - 3.8.4** A statement of projected changes in the WFHPI Parking Facilities for the upcoming year.
 - 3.8.5** A statement of all new expenses incurred by the City of Pensacola for the management of the WFHPI Parking Facilities since the previous year's report.
 - 3.8.6** A statement of revenues and expenses for the City of Pensacola management of the WFHPI Parking Facilities for the previous year; and,
 - 3.8.7** Such other information as the WFHPI may reasonably and timely request in writing to be included in the report.
 - 3.8.8** All expenses for preparing the above report related to the management of the WFHPI Parking Facilities shall be the responsibility of the City.
- 3.9** The City of Pensacola will offer the following services and amenities:

- 3.9.1** Parking rates shall remain consistent for monthly pass holders.
- 3.9.2** Daily parking rates remain comparable to the City of Pensacola daily parking rates.
- 3.9.3** There is no charge for parking on Sunday
- 3.9.4** There will be a mobile application fee of \$0.16 per session, not per transaction on the mobile application.
- 3.9.5** Friendly and highly trained on-street City of Pensacola Staff or contractors.
- 3.9.6** Local customer service.
- 3.9.7** Minimal community impact.
- 3.9.8** No booting or towing of vehicles.
- 3.9.9** Available for the University of West Florida for reserve parking for special events.
- 3.9.10** Fifty hangtags for WFHPI for use by UWF personnel to be provided by The City of Pensacola annually.
- 3.9.11** Daily cleaning, monitoring, repairs, maintenance, signage and safety.
- 3.9.12** The City of Pensacola's share of the net positive revenue as set forth in Section 4.2.3 herein shall be reinvested into the maintenance of the WFHPI Parking Facilities, employing local staff and improving parking within the City.
- 3.9.13**

Article 4

THE WFHPI PARKING FUND

- 4.1** Creation. The City of Pensacola shall cause to be created a WFHPI Parking Facilities accounts(s) to carry out the purposes of this Agreement ("WFHPI Parking Fund").
- 4.2** Operation. The WFHPI Parking Fund shall be managed by the City of Pensacola as follows:
 - 4.2.1** The WFHPI Parking Fund shall be maintained by the City of Pensacola. All revenues derived by the City of Pensacola from paid monthly permit parking in the WFHPI Parking Facilities shall be promptly deposited to and reported as revenue of the WFHPI Parking

Fund ("Income"). Any and all revenue from special event parking and from parking citations shall belong solely to the City of Pensacola.

4.2.2 Except as otherwise provided herein, all expenses incurred by the City of Pensacola related to the management of the WFHPI Parking Facilities under this Agreement shall be paid from the WFHPI Parking Fund. It is anticipated that such expenses shall include but not be limited to the following:

4.2.2.1 Signage - including actual signs, posts, mounting hardware, and labor (including concrete work).

4.2.2.2 Insurance - incurred monthly on a per space basis.

4.2.2.3 Monthly Parking Enforcement Labor - a percentage of the City of Pensacola's total monthly parking enforcement labor costs based on the number of enforcement hours devoted exclusively to WFHPI Parking Facilities divided by the total number of enforcement hours devoted to all parking facilities managed by the City of Pensacola.

4.2.2.4 Equipment - pay stations, pay boxes, all automation equipment (gate arms, electronic loops), lighting equipment and electrical utility expense (including but not limited to light fixtures, bulbs, light posts, mounting hardware, and labor).

4.2.2.5 Advertising - twelve percent (12%) of the City of Pensacola's total annual Parking Management advertising cost. (See Attachment 'B' - annual budget)

4.2.2.6 Cleaning - twelve percent (12%) of the City of Pensacola's total Parking annual cleaning cost.

4.2.2.7 Administrative Overhead - twelve percent (12%) of the City of Pensacola's total Parking Management annual personal services and operating cost associated with administration of parking activities.

4.2.2.8 Maintenance and Repair of WFHPI Parking Facilities including but not limited to repairs to surfaces and weed eradication.

4.2.2.9 Resurfacing of the WFHPI Parking Facilities.

4.2.2.10 Restriping of the WFHPI Parking Facilities.

4.2.2.11 Beautification - including but not limited to litter removal.

4.2.2.12 Security - including but not limited to all personnel expenses and security equipment; and

4.2.2.13 The City of Pensacola will pay WFHPI sixteen hundred dollars (\$1600.00) per month, not to exceed total amount collected, on or before the 15th day of each month.

4.2.3 The City of Pensacola shall determine the net positive revenue from the WFHPI Parking Fund at the end of the City of Pensacola's fiscal year and shall pay half the of the net positive revenue exceeding nineteen thousand two hundred dollars (\$19,200.00) to the WFHPI and shall pay the remainder of the net positive revenue to the City of Pensacola on or before the 15th day of the month following the last day of the City of Pensacola's fiscal year. The term net positive revenue means all Income received by the WFHPI Parking Fund minus all expenses related to the management of the WFHPI Parking Facilities as reasonably determined by the City of Pensacola. In the event of a net loss, a reduction of the base amount (\$19,200) shall be adjusted by the amount of the net loss of the parking operation.

4.2.4 The City of Pensacola shall not make any single capital expenditure in excess of three thousand (\$3,000.00) without the prior written consent of the WFHPI, which shall not be untimely nor unreasonable withheld.

4.3 Fund Management. The City of Pensacola shall manage the WFHPI Parking Fund and begin depositing Income promptly for Income received on or after the commencement date of this agreement.

4.3.1 The City of Pensacola will work to collect all Income and shall regularly deposit the Income into the WFHPI Parking Fund.

4.3.2 The WFHPI Parking Fund and the Income may be pledged by the City of Pensacola to procure financing for capital expenditures or other projects related to the management of the WFHPI Parking Facilities, subject to the written approval of WFHPI, which shall not be untimely nor unreasonably withheld. All expenses related to the procuring of such financing shall be paid from the WFHPI Parking Fund.

4.4 Rates and Hours of Enforcement.

Day	Time	Rate
Monday - Friday	8:00 a.m. - 5:00 p.m.	\$1.00/hour
Friday	5:00 p.m. - 11:59 p.m.	\$3.50/hour
Saturday	8:00 a.m. - 5:00 p.m.	\$1.00/hour

Saturday	5:00 p.m. - 11:59 p.m.	\$3.50/hour
Sunday	ALL DAY	Free
Monthly Pass		\$32.25/month

Article 5 INSURANCE

5.1 WFHIP Insurance. The WFHPI shall continue to maintain casualty insurance for the WFHPI Parking Facilities at WFHPI expense and not the expense of the Parking Management Fund, in such amounts and with such carriers as WFHPI may from time to time determine

5.2 Other Insurance. All the expenses and premiums for the following required insurance coverages under this Agreement shall be purchased by the City of Pensacola and paid from the Parking Management Fund

5.2.1 Workers Compensation. All workers compensation obligations legally required. Additionally, the insurance policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person/accident; \$100,000 each person/disease and \$500,000 aggregate
- disease.

5.2.2 Commercial General and Automobile, Garage Keepers Liability and Umbrella Liability Coverages.

5.2.2.1 The City of Pensacola a municipal corporation of State of Florida is a qualified self-insured per Florida Statute 768.28; establishing the following liability thresholds of \$200,000 per occurrence and \$300,000 if multiple claims arise out of the same occurrence;

5.2.2.2 Commercial General Liability Insurance Coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. The coverage shall be written on an occurrence-type basis. Fire Legal Liability coverage with minimum limits of \$100,000 per occurrence must be endorsed on to this coverage.⁹

5.2.2.3 Umbrella Liability insurance coverage shall not be more restrictive than the underlying insurance policy coverages and shall be written on an occurrence-type basis; and,

5.3 Certificates of Insurance. If required either party shall furnish such copies of such party's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies.

5.4 Insurance of the City of Pensacola Primary. The City of Pensacola required coverage as reflected in Section 5.2 of this Agreement shall be considered primary as it relates to all provisions of this Agreement; and all other insurance shall be considered excess, over and above City of Pensacola's coverage except as provided in Section 5.1 of this Agreement.

5.5 Loss Control and Safety. The City of Pensacola shall retain control over its employees, agents, servants, contractors and subcontractors, as well as control over its invitees, and its activities on or about the WFHPI Parking Facilities and the manner in which such activities shall be undertaken. Precaution shall be exercised at all times by the City of Pensacola for the protection of all persons, including employees, and property. The City of Pensacola shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should be reasonably taken.

Article 6

TERM/TERMINATION/POST-TERMINATION

6.1 Term. The term of this Agreement shall be for three (3) years beginning October 1, 2020. Unless earlier terminated as provided herein, the term shall be automatically extended for five (5) additional years beyond the initial term or any additional period of time needed to fully retire any financial obligations incurred during a term by the City of Pensacola unless such obligations are otherwise assumed by WFHPI.

6.2 Termination.

6.2.1 WFHPI or City of Pensacola may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party.

6.2.2 This Agreement may be terminated at any time by mutual agreement of the parties.

6.2.3 This Agreement may be terminated upon thirty (30) days advance notice to the other, if such noticed party has committed a material breach of the terms of this Agreement provided such noticed party has not within such thirty (30) commenced reasonable measures (within the reasonable discretion of the notifying party) to cure such breach, provided such noticed party thereafter diligently pursues completion of such measures.

6.2.4 This Agreement may be terminated per Section 7.1 of this Agreement.

6.3 Post-Termination. Upon the expiration or termination of this Agreement, the WFHPI Parking Facilities, and all Income and expenses incident thereto, and the control and obligations there shall revert to WHFPI contingent upon the following:

6.3.1 Except in the case of termination per section 6.2.3 of this Agreement based on the City of Pensacola's default, WFHPI shall reimburse to the City of Pensacola any and all documented expenditures incurred by City of Pensacola hereunder which have not been previously offset with revenues collected in the WFHPI Parking Fund, together with interest thereon, from the dates incurred until the dates paid, at the prime rate of interest quoted by Regions Bank as of the date of notice of the termination.

6.3.2 Except in the case of termination per section 6.2.3 of this Agreement based on the City of Pensacola's default, WFHPI shall assume, pay, and discharge in full all obligations of the City of Pensacola under then existing contracts, leases, financing facilities, employment agreements, service agreements, maintenance agreements, professional service agreements, employee benefits arrangements, and any and all other obligations or commitments made, entered into, or agreed to or binding upon the City of Pensacola, or for which the City of Pensacola has become liable in connection with its management of the WFHPI Parking Facilities under this Agreement.

Article 7

GENERAL PROVISIONS

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

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

7.3 All Prior Agreements Superseded:

7.3.1 This document incorporates and includes all prior negotiations,

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

7.3.2 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.

7.4 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.

7.5 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.

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

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

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

unenforceable portion of provision.

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

7.10 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

7.11 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal

Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE WFHPI

Executive Director
120 E. Church
Street Pensacola,
FL 32502

TO THE CITY OF PENSACOLA

City Administrator
222 West Main Street
Pensacola, FL 32502

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

7.12 Liability: The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The WFHPI and City of Pensacola, as public agencies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions, within and up to the limits of such liability provided by F.S. 768.28 or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity, and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

7.13 No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement and only the parties hereto may enforce its terms.

7.14 City Parking Management Staff will be responsible for filing the executed agreement with the Clerk of the Court.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed

and sealed the day and year first above written.

**WEST FLORIDA HISTORIC
PRESERVATION, INC.**



By Robert Overton
Its Executive Director

Date 10-28-20

CITY OF PENSACOLA, FLORIDA

Mayor, Grover C. Robinson, IV

City Clerk Ericka L. Burnett

Date _____

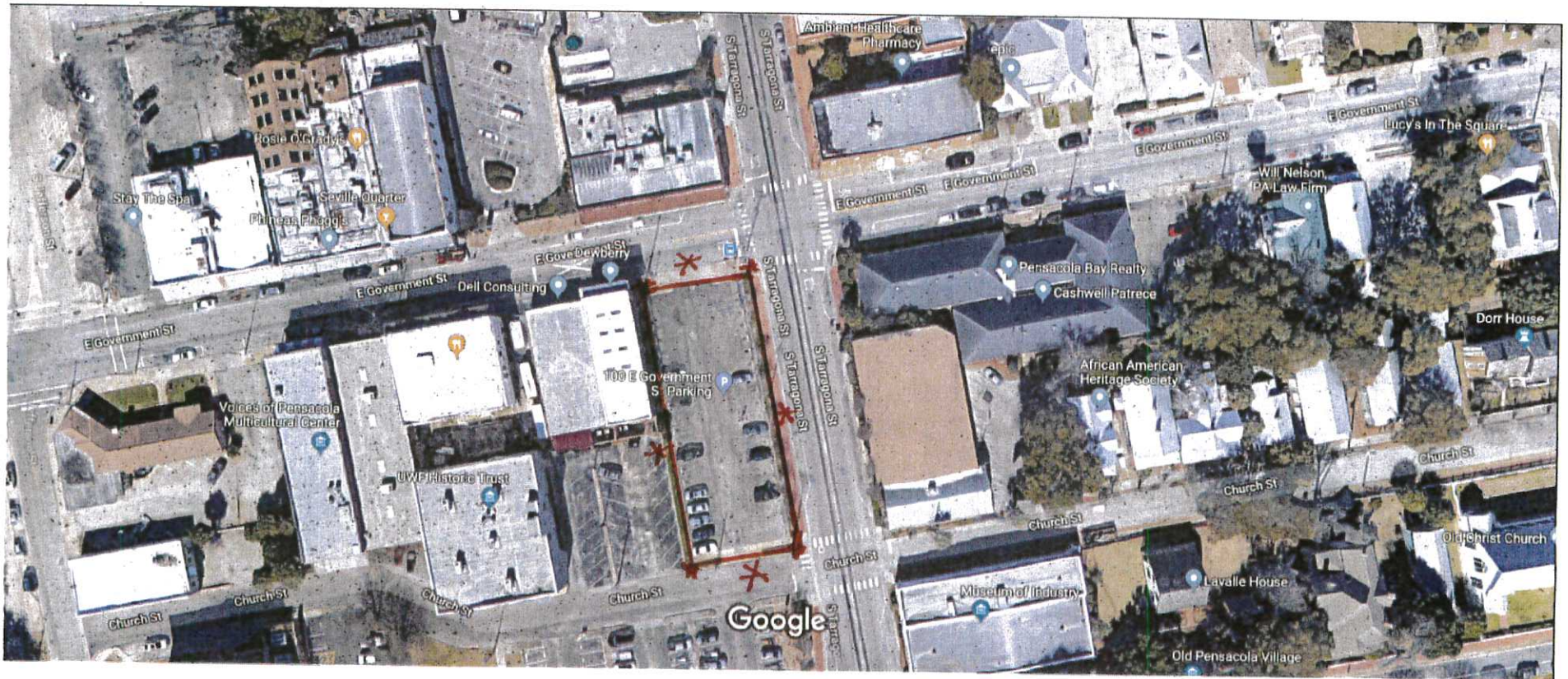
Approved as to Substance:

Department Director

Legal in form and execution:

City Attorney

Google Maps



Imagery ©2019 Google, Map data ©2019 Google 50 ft



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00560

City Council

12/10/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

CHANGE ORDER BID #19-019 - 12TH AVENUE AND CROSS STREET HMGP STORMWATER IMPROVEMENT PROJECT

RECOMMENDATION:

That City Council approve Change Order #2 increasing the contract by an additional \$47,095.58 for the 12th Avenue and Cross Street HMGP Stormwater Improvement Project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On December 12, 2019, City Council awarded the original contract for the 12th Avenue and Cross Street HMGP Stormwater Improvement Project to Site and Utility, LLC in the amount of \$657,904.00 plus a 10% contingency in the amount of \$65,790.40 for a total amount of \$723,694.40. At the request of the area residents and business owners, additional landscaping and ornamental fencing was added to the project after the construction contract was awarded. On October 20, 2020, Change Order #1 was issued for the installation of ornamental fencing and landscaping, resulting in an additional \$65,790.38 to the contract essentially utilizing the entire approved 10% contingency. Subsequently, Change Order #2 was issued on November 19, 2020 to provide additional earthwork, due to unforeseen soil conditions, which required an additional \$47,095.58 to be added to the revised contract. As the 10% contingency had already been exhausted, approval by City Council for the additional \$47,095.58 is required.

PRIOR ACTION:

December 12, 2019 - Award of Bid #19-019 12th Avenue and Cross Street HMGP Stormwater Improvement Project.

March 28, 2019 - Hazard Mitigation Grant Program (HMGP) Grant - Acquisition of Properties located at 1104, 1106, 1108 and 1112 East Fisher Street.

FUNDING:

Budget: \$ 1,454,668.00 HMGP Grant Award - Natural Disaster Fund

	50,000.00	12 th and Cross Stormwater Capital Fund
	<u>47,096.00</u>	Stormwater Capital Projects Fund (Stormwater Vaults City-Wide)
	<u>\$ 1,551,764.00</u>	Total
Actual:	\$ 657,904.00	Construction Contract
	0.02	Remaining 10% Contingency
	65,790.38	Change Order #1
	47,095.58	Change Order #2
	656,534.01	Acquisition of Properties
	<u>124,439.59</u>	Engineering Design/Management/Misc.
	<u>\$ 1,551,763.58</u>	Total

FINANCIAL IMPACT:

Funding for this HMGP Grant Project has been appropriated in the Natural Disaster Fund and in the Stormwater Capital Projects Fund for the 12th and Cross Stormwater Improvement Project. Upon City Council's approval of Change Order #2, \$47,096 will be transferred from Stormwater Vaults City Wide within the Stormwater Capital Projects Fund to the 12th Avenue and Cross Street Stormwater Improvement Project in order to complete this project. To date, \$1,505,181.31 has been expended for completed items related to Engineering Design, Acquisition of Properties located at East Fisher Street and Construction of the Stormwater Pond.

CITY ATTORNEY REVIEW: Yes

11/24/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

L. Derrik Owens, Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Bid #19-019 - 12th and Cross Change Order #2 Summary

PRESENTATION: No

Contingency: 10%

Within Contingency: No

DATE: November 19,, 2020

CHANGE ORDER NO.:2 to Contract for Invitation to Bid #19-019 Between City of Pensacola and Site and Utility, LLC dated January 15, 2020.

PROJECT: 19-019 12th Avenue and Cross Street HMGP Stormwater Treatment Enhancement Project

OWNER: City of Pensacola

CONTRACTOR: Site and Utility, LLC

TO THE CONTRACTOR: You are hereby instructed, subject to the provisions of the above named contract, to make the following changes/addition therein:

<u>Description</u>	<u>Amount</u>	<u># Days Extension</u>
Additional Work	\$47,095.58	0
Delay Day Penalty	\$0.00	
Total	\$47,095.58	

See Exhibit "A" attached hereto and incorporated herein by this reference

Original Contract Time: 120 Calendar Days Net Increase/Decrease to this Change Order: 0 Calendar Days
Contract Time with all Approved Change Orders: 120 Calendar Days

Amount of Contract	\$	657,904.00
Additons to Date	\$	65,790.38
TOTAL	\$	723,694.38
Deductions to Date	\$	-
TOTAL	\$	723,694.38
Add This Order	\$	47,095.58
Deduct This Order	\$	-
Net Contract to Date	\$	770,789.96

Contractor: Site and Utility, LLC

By: _____
Member

Printed Member Name

By: _____
Member

Printed Member Name

(Seal)

City of Pensacola:

By: _____
Grover C. Robinson, IV, Mayor

Attest: _____
Ericka L. Burnett, City Clerk

Approved as to Substance:

By: _____
L. Derrik Owens, P.E., D.WRE Director of
Public Works and Facilities/City Engineer

Legal in Form and Valid as Drawn:

By: _____
Susan Woolf, City Attorney

	Contract Amount:	\$657,904.00
Contingency: 10.00%	+ Contingency:	65,790.40
	Total:	\$723,694.40

DIFFERENCE \$ 39,345.58
5.98%



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00771

City Council

12/10/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 707 COLLECTIVE BARGAINING AGREEMENT

RECOMMENDATION:

That City Council ratify the proposed Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707 Collective Bargaining Agreement. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement. Finally, that the City Council adopt a supplemental budget resolution appropriating the costs associated with the first year of the agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Contract negotiations between the City and the International Association of Firefighters, Local 707, bargaining unit began on June 4, 2020. They were concluded on September 29, 2020, with a tentative agreement regarding their Collective Bargaining Agreement for the period beginning October 1, 2020 and ending October 1, 2023. The results of these negotiations are contained in the attached proposed Collective Bargaining Agreement. The union membership voted and approved the agreement on November 13, 2020 with an affirmative vote of 76 to zero. The final step in the adoption of the agreement is the ratification by City Council. The general terms of the agreement are as follows:

1. Pension changes to allow all firefighters who participate in the City of Pensacola's pension plan to have up to 300 overtime hours be counted as pensionable; allow the spouse of a deceased firefighter to remarry without forfeiting pension benefits and restore the spousal benefit for all firefighters thereby closing the Firefighters' Social Security Replacement Plan established in 2015.
2. Establishes a \$1,500 annual incentive for all firefighters to attain and maintain a certification as a Florida Emergency Medical Technician to be able to provide additional Basic Life Support (BLS) capabilities for the citizens of Pensacola.
3. Establishes a merit pay component and policy whereby firefighters are eligible to receive up to

a two percent (2%) wage increase (in addition to the across the board increases set forth in paragraph 4 below) to their base salary for each year of the collective bargaining agreement dependent upon their annual performance evaluation score.

4. All active IAFF members will receive an across the board increase to annual base pay of 3% effective October 1, 2020, 3% effective October 1, 2021, and 10% effective October 1, 2022.
5. The remaining provisions and articles not addressed in the terms as outlined above shall remain unchanged from the current Agreement (2018-2020) to the new Agreement (October 1, 2020, through October 1, 2023). The agreement is to be executed with no reopeners during the term of the contract.

The wage increase provision shall not extend beyond 2023 nor become the status quo of this Agreement.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 109,900

Actual: \$ 398,800

FINANCIAL IMPACT:

The estimated net cost over the next three years of the contract is approximately \$2.2 million. The Fiscal Year 2021 Adopted Budget includes \$109,900 for the up to 2% performance based pay for the first year of the agreement. An additional \$288,900 for Fiscal Year 2021 will be appropriated on a separate supplemental budget resolution. The increases for years two and three of the contract will be incorporated in the respective proposed budgets.

CITY ATTORNEY REVIEW: Yes

11/20/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Ted Kirchharr, Human Resources Director
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) IAFF Local 707 Collective Bargaining Agreement Effective October 1, 2020 to October 1, 2023
- 2) Supplemental Budget Resolution

3) Supplemental Budget Explanation

PRESENTATION: No

THE
COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE CITY OF
PENSACOLA AND
PENSACOLA PROFESSIONAL
FIREFIGHTERS INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL 707

FISCAL YEARS 2021-2023

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PREAMBLE

This Agreement is made and entered into by and between the City of Pensacola, Florida, which is hereinafter referred to as the "Employer," and the Pensacola Professional Firefighters, International Association of Firefighters, AFL-CIO, Local No. 707, hereinafter referred to as the "Union."

ARTICLE (1)

DEFINITIONS

- 1) "Day" shall mean a calendar day unless otherwise specified in this Agreement.
- 2) References to the male gender are intended to conform to traditional usage, and should be understood to include both males and females.
- 3) All references to Legislative Approval, approval by Legislature or such similar phrases included in this document shall mean the actual date the legislation becomes law.

ARTICLE (2)

PURPOSE AND INTENT

SECTION 1. The purpose of this Agreement is to secure industrial peace and efficiency, enabling the Employer and its employees to provide continuing satisfactory services to the citizens of the City, to secure a healthy operation through efficient service and public satisfaction, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic understanding relative to rates of pay, hours of work and conditions of employment, designed to achieve those goals at a reasonable cost.

SECTION 2. The employees and management recognize that they are mutually dependent upon one another. Both are committed to public service and the success of that service. This success requires that both management and employees work together. The Employer, the Union and all employees are convinced that there is no reason why differences that may arise may not be peacefully and satisfactorily adjusted by sincere and patient efforts on the part of all.

SECTION 3. The Union agrees that it will support the Employer in its efforts to (a) eliminate waste and damage; (b) conserve equipment and supplies; (c) improve standards of efficiency; (d) prevent accidents; and (e) strengthen good will between the Employer, its employees and the public. This section is intended to express the purpose of this Agreement, and nothing in this section shall be considered to confer liability for monetary damages on the Union in any action in which the Union would not otherwise be liable.

ARTICLE (3)

RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

SECTION 2. The Union is recognized as the sole and exclusive bargaining representative of: all Fire Department employees in the rank of Fire Captain, Fire Lieutenant, and Professional Firefighter; excluding the Fire Chief, Deputy Fire Chief, Battalion Chief Administrative Officer, and all other employees of the City. All other types of employees and classifications of employees not in existence at the time of the certification by the Pensacola Public Employees Relations Commission dated July 13, 1988 are excluded from the coverage of this Agreement; provided that the Union shall not be deprived of the right to bargain with respect to wages, hours, terms and conditions of employment for new job classifications which may hereafter be created, should either party obtain an order from the Public Employees Relations Commission certifying the Union as bargaining agent for such classifications.

ARTICLE (4)

NO STRIKE CLAUSE

SECTION 1. No employee, Union officer, agent, or employee shall instigate, promote, sponsor, or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the Employer.

SECTION 2. In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of Employer, the Union shall take direct and immediate action to bring about a cessation of such activities.

SECTION 3. In addition to the penalties provided by law, those employees found to be in violation of the provisions of Section 1 may be held liable for any damages which are suffered by the City as a result of the violation of the provisions of this Article.

ARTICLE (5)

DUES CHECK-OFF

SECTION 1. Dues deduction is currently accomplished thru electronic fund transfers from bargaining unit member credit union share accounts to the Union monthly. The City is currently not directly involved in the deduction of Union dues. Should the existing fund transfer method of monthly dues deduction for some reason become unworkable, the City will work cooperatively with the Union to establish a system for payroll deduction of dues to be submitted monthly to the Union.

ARTICLE (6)

SEVERABILITY

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

ARTICLE (7)

PROBATION & SENIORITY

SECTION 1. An appointment, employment or promotion shall not be deemed complete until a period of probation of twelve (12) months has elapsed from the date of employment or promotion; however, in no case shall the probationary period end earlier than twelve (12) months after the employee has received necessary required state certification.

SECTION 2. Employees serving a probationary period following their initial hiring shall not have recourse to the Grievance Procedures contained herein.

SECTION 3. Seniority shall first be determined by the period of service in a class or position within a chain of command (rank) within the fire department, and then by the period of service within the fire department based on hire date. In cases of equal seniority, seniority shall be determined through random selection via a draw through the Human Resources Department.

ARTICLE (8)

NO SMOKING

SECTION 1. The Surgeon General of the United States has determined that smoking tobacco contributes to the development of a number of heart and lung diseases.

SECTION 2. As of March 1, 1989, the City will hire as firefighters only those individuals who do not smoke, and such individuals will continue to not smoke for the duration of their employment. As of January 1, 1992, the City will hire as firefighters only those individuals who do not use tobacco products, and such individuals will continue to not use tobacco products for the duration of their employment.

SECTION 3. All bargaining unit employees who were hired before March 1, 1989, will not be affected by the no smoking condition of employment which will apply to the new hires, but current employees will smoke only in designated smoking areas while on duty. After meeting and conferring with the Union, the City retains the right to designate smoking areas in each fire station.

SECTION 4. The City agrees to make reasonably available courses to stop smoking for those employees wishing to quit smoking.

ARTICLE (9)

RESIDENCY

All employees covered by this Agreement shall live within Escambia or Santa Rosa County, Florida or 45 minute response time. Exceptions to this article may be granted by the City Administrator.

WAGES, HOURS OF WORK AND OVERTIME PAY

SECTION 1. Purpose of Article.

The purpose of this Article is to provide a basis for the computation of straight time and overtime wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week, per work period, or per year, for any employee covered by this Agreement. The City's pay records, practices, and procedures shall govern the payment of all wages.

SECTION 2. Straight Time Wage Rates.

All employees covered by this Agreement shall be paid as reflected below:

Professional Firefighter Minimum	\$32,501.30
Lieutenant Minimum:	\$43,001.40
Fire Captain Minimum:	\$53,000.22

*These amounts include the mandatory overtime adjustments.

Provisions that are set forth in the General Employees Pay Plan, shall apply also to the employees covered by this collective bargaining contract.

SECTION 3. Salary Adjustments.

From the effective date of this contract to September 30, 2023, bargaining unit members shall receive the following salary adjustments to also include merit pay for year 2022-2023 to be paid first paycheck of October 2023:

FY 2020

October 1, 2020 each bargaining unit member shall receive a 3% increase to their base wage. This wage increase will not become effective until this Agreement is fully ratified by both parties and will be retroactive to October 1, 2020.

FY 2021

October 1, 2021 each bargaining unit member shall receive a 3% increase to their base wage at that time. In addition to this 3% wage increase, all bargaining unit employees are eligible to receive up to a two percent (2%) merit pay increase dependent upon their 2020-2021 performance appraisal as conducted in accordance with the Merit Pay in Section 12.

FY 2022

October 1, 2022 each bargaining unit member shall receive a 10% increase to their base wage at that time. In addition to this 10% wage increase, all bargaining unit employees are eligible to receive up to a two percent (2%) merit pay increase dependent upon their 2021-2022 performance appraisal as conducted in accordance with Paragraph I of this Agreement.

First paycheck of October 2023

On first paycheck of October 2023, all bargaining unit employees are eligible to receive their pay adjustments, up to a two percent (2%) merit pay increase, dependent upon their 2022-2023 performance appraisal as conducted in accordance with the Merit Pay in Section 12.

The City Administrator may, upon recommendation by the Fire Chief, withhold an employee's salary adjustment, if there is documented evidence that the employee is performing consistently at a level below standard during the previous year.

SECTION 4. Fire Inspectors.

The workweek for fire inspectors shall consist of seven (7) calendar days beginning at 12:00 midnight on Sunday and ending 12:00 midnight the following Sunday. Fire inspectors will be scheduled to work a 40 hour week. Daily shift times will be set by the City no earlier than 7:45 am and no later than 5:00 pm including a one hour meal period which shall not count as time worked (unless and then only to the extent of time spent in authorized calls to emergency duty). All time worked in excess of 40 hours per workweek will be compensated at a minimum of one and one-half times the straight time rate in effect as set forth in the City's salary schedule.

SECTION 5. Fire Suppression Employees.

Other than fire inspectors, all other employees covered by this Agreement will continue to be paid pursuant to the partial overtime pay exemption provided by 29 U.S.C. Section 207(k). The "work period" will continue to be a minimum of twenty-one (21) calendar days beginning immediately after 8:00 a.m. on Sunday and ending at 8:00 a.m. the third following Sunday. Fire suppression employees will be scheduled to work 24 hours on duty and 48 hours off duty, for a total of 168 hours of scheduled duty time during each 21 day work period. All fire suppression employees who work more than one hundred fifty-nine (159) hours during a 21 day work period will be compensated for such additional hours at a minimum of one and one-half times the straight time rate in effect as set forth in the City's wage schedule.

SECTION 6. Watch Captains

The parties agree that there shall be one watch captain on each watch.

SECTION 7. Overtime.

The Fire Department may offer the opportunity to work unscheduled overtime through the use of three alphabetized lists, one per watch, without regard to rank. This established list is for fire suppression activities only.

SECTION 8. Time Worked.

For the purpose of calculating overtime pay, scheduled sick leave should be considered as "time worked" in the appropriate work period. Leave taken as annual leave will not be considered as "time worked" for purposes of overtime calculation.

SECTION 9. Working Out of Class Pay.

Bargaining unit members working temporarily in a higher class for more than five (5) consecutive watches will be paid out-of-class differential pay incentive of 10% premium on their base wage beginning with their 6th consecutive watch. To qualify, an employee must be assuming the full and complete duties and responsibilities of the higher class. Said differential pay shall be applicable only when the vacancy has resulted from an illness that qualifies under FMLA, on-the-job injury or a job vacancy that is a position duly created and still existent but not occupied by an employee. Such differential pay shall begin only after the employee has performed the complete duties for five consecutive (5) watches and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the days worked after the five (5) consecutive watches have been completed. Out-of-class differential shall be paid with the employee's regular compensation and is pensionable. Complete records of such out-of-class differential work shall be submitted to the Department of Human Resources within two (2) weeks of having performed such work, on forms furnished by that department. Employees approved for acting out of class assignments must requalify every time a new event occurs.

SECTION 10. Pay Adjustment upon Promotion

Upon successful promotion from the rank of Firefighter to the rank of Lieutenant or from the rank of Lieutenant to the rank of Captain, employees shall have their base pay increased 10% or shall be moved to the new minimum of the pay scale for their new rank, whichever is greater.

SECTION 11. Special Duty Overtime

The special projects will be listed or advertised on an electronic bulletin board, which shall contain two (2) lists. The first list will provide the project description and the necessary qualifications. The second will be an alphabetical list of volunteers including their qualifications.

If an individual is skipped for lack of qualifications, he/she will remain at the top of the list. If assigned to Special Project overtime, the employee may not sign up for overtime, as described in Article X Section 7, on the dates listed for a special project.

Examples:

Project List & Qualifications

EMT Instructor

Class: OB/GYN

Qualification: EMT

Quantity: 2 instructors

Begin Date: 1/12/01 End

Date: 1/15/01

Personnel Selected: Allen, Longworth

Volunteer Overtime List

Employee Name	Qualifications
Allen	EMT, Paramedic
Bridwell	1 st Responder, FS Instructor
Fennel	Tree Surgeon
Longworth	EMT, Paramedic

SECTION 12. Merit Pay

For the 2020-2023 Term of this Collective Bargaining Agreement, final performance evaluations will be conducted annually, as determined by the Fire Departments' evaluation cycle feedback milestones. Specific due dates, Performance Evaluation form(s), and instructions will be disseminated by the Fire Chief. The Fire Chief has the final authority to approve final performance ratings and the decision is not grievable.

The Summary score is based on the rating points in each section and is included as the final summary score section of the performance management evaluation rating process that will be electronically submitted to Human Resources for processing at the end of each Fiscal Year. To be eligible for a merit pay increase, new employees must have successfully completed their one (1) year probation period.

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

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

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

- *The effective date for merit pay increases will be beginning on October 1, 2021, and on each following October 1st through to October 1, 2023 respectively. See attachments in appendix related to the Performance Plan. Any changes made to the provisions of the Performance Plan will be conferred with IAFF.*

ARTICLE (11)

GRIEVANCE PROCEDURE

SECTION 1. A grievance is defined as an allegation made during the term of this Agreement that the Employer has violated a specific provision of this Agreement. Employees who are not members of the Union may utilize the Grievance Procedure established by this Article, but the Union is in no way responsible for non-members' utilization of this article.

SECTION 2. Under no circumstance shall there be a suspension or slowdown of work, or refusal to follow any instruction, on account of any grievance. Grievances shall be resolved at the lowest supervisory level possible, but only within the customary authority of such succeeding level of supervision. No grievance shall be considered unless it is processed in complete accordance with the following steps:

STEP 1. There shall be a discussion between the employee and the Battalion Chief involved.

STEP 2. If the grievance is not resolved in Step 1, the Union may, within ten (10) calendar days of the alleged violation, reduce the grievance to writing on a grievance form and present it to the Fire Chief. The grievance form shall specify the particular Article, Section and provision of this Agreement alleged to have been violated, shall contain a complete and detailed statement of the facts upon which the grievance is based, including date of occurrence, shall specify the proposed remedy, shall be signed and dated by the employee or (if applicable) by his Union representative. Grievances submitted which do not contain the above information shall be considered null and void. Upon receipt of the grievance, the Chief or his designee shall record the time and date of receipt, shall consider the written grievance, shall investigate the same to the extent he chooses, and shall resolve or deny the grievance within ten (10) calendar days.

STEP 3. If the Union is dissatisfied with the decision rendered in Step 2, and the Union desires to further pursue the grievance, it shall present a letter of appeal to the City Administrator or his designee within ten (10) calendar days following the decision of the Fire Chief or his designee on the grievance in Step 2. The City Administrator or his designee shall consider the written grievance, investigate the same to the extent he chooses, and resolve or deny the grievance within fifteen (15) calendar days.

STEP 4. Within ten (10) calendar days following the decision by the City Administrator or his designee, if the Union chooses to proceed further on the grievance, it shall present to the City Administrator or his designee a written request for a Step 4 meeting concerning the grievance, to which shall be attached copies of the written grievance submitted in Step 2 and Step 3 letter of appeal. A meeting shall be held at the convenience of the parties between the grievant, the grievant's Union representative (if applicable), and the City Administrator or his designee and their representative, and the City Administrator or his designee shall resolve or deny the grievance within fifteen (15) calendar days.

SECTION 3. Submission to Arbitration. In the event any grievance which has been timely brought during the term of this Agreement under Section 4 of this Article cannot be satisfactorily adjusted in accordance with Section 2 of this Article, either the Union or the Employer may demand arbitration by filing a request with the Federal Mediation and Conciliation Service of the United States, with a copy to the other side by certified mail, return receipt requested, to submit the names of seven (7) approved arbitrators available to hear and decide the question involved. The party wishing to submit a grievance to arbitration must do so within twenty (20) calendar days of receipt by the Union of the decision in Step 4, or the right to pursue arbitration shall have been waived. The Union shall retain the exclusive authority to decide which, if any, union member grievances shall be forwarded to arbitration.

SECTION 4. The parties hereto acknowledge the importance of both the time limitations and the requirements for written grievances and appeals expressed in Sections 2 and 3 of this Article, and no grievance shall be considered or deemed to exist that is not reduced in writing in the manner specified, timely filed and pursued at each step of the grievance procedure, and timely submitted to arbitration. A timely filed grievance not answered by management within the time limit prescribed shall be treated as a denial of the grievance and the grievance may be pursued to the next step of the grievance procedure. Time limits may not be extended except by a written mutual agreement signed by representatives of both parties. The Employer's willingness to go through the grievance procedure and to submit the issue on the merits to an arbitrator shall not be interpreted as a waiver of any issue as to arbitrability.

SECTION 5. Absent permission from the Employer, grievances must be processed outside of the scheduled working hours of any employee involved in the grievance.

ARTICLE (12)

ARBITRATION

SECTION 1. Upon receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall flip a coin to determine who has the first strike. The party losing the coin flip shall strike a name from the list first; the other party shall strike second, and then each party shall in turn strike one name until only one name remains. This person shall be selected as an impartial Arbitrator.

SECTION 2. Each party shall have the right to reject one complete panel of arbitrators and request the Federal Mediation and Conciliation Service to submit a second list, from which names shall be stricken in accordance with Section 1. Nothing in this article shall prevent the parties from agreeing upon a mutually acceptable arbitrator other than one on a panel supplied by FMCS.

SECTION 3. The grievance submitted to the arbitrator shall be based exclusively on the written grievance as submitted in Section 2, Step 2, of the Grievance Procedure. If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify. No more than two employees will be released from duty at a time, unless the Employer authorizes the release of more than two; such authorization shall not be unreasonably withheld.

SECTION 4. Any decision or award of the arbitrator shall be strictly limited to the interpretation of specific terms of this Agreement, and to a determination of (a) whether the grievance is arbitrable, and (b) whether the Employer violated a specific provision of this Agreement as alleged in the written grievance. The arbitrator shall not explicitly or implicitly change, amend, add to, subtract from, or otherwise alter or supplement any of its terms and conditions, nor depart from its terms in rendering a decision. The arbitrator shall confine himself exclusively to the question which is presented to him. The arbitrator's decision shall be final and binding upon both parties.

SECTION 5. The Employer may not be compelled to arbitrate any grievance not alleged to have occurred during the term of this Agreement.

SECTION 6. Each side shall bear the cost of its own witnesses and representatives. The cost of room accommodations shall be divided equally between the parties. The fees of the arbitrator shall be divided equally between the parties. The costs associated with the appearance of the court reporter and a copy of the transcript for the arbitrator shall be divided equally between the parties. Any party requesting a transcript copy for their use will bear its cost, unless otherwise agreed.

SECTION 7. The arbitrator shall have no authority to assess any compensatory or punitive damages, nor to impose as a remedy any back pay to any employees or individuals who are not grievants. No award of back pay to any grievant shall date back to a time prior to the date the grievance arose. All awards of back pay under this Agreement shall be offset by unemployment compensation benefits, workers' compensation benefits (except medical), earned by the grievant, during any period of unemployment for which back pay is awarded.

ARTICLE (13)

MANAGEMENT RIGHTS

SECTION 1. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

Additionally the City shall enjoy and retain any additional or expanded right granted to public employers through any decision issued by the Public Employee Relations Commission.

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

The City shall enforce and comply with the provisions of this Agreement so as not to violate the City Charter.

SECTION 2. Nothing contained herein shall be construed to constitute a waiver by the Union of its right to negotiate over the impact of managerial decisions on all terms and conditions of employment.

ARTICLE (14)

WORK RULES

SECTION 1. It is understood and agreed that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within job descriptions.

SECTION 2. Except where expressly modified by any provision of this Agreement, the Rules, Regulations and Procedures of the Pensacola Fire Department shall govern the relationship between the Employer and the employees covered by this Agreement. Any of the Fire Department Rules, Regulations and Procedures in conflict with this Agreement shall be of no force and effect.

SECTION 3. Any new rules or regulations made after the effective date of this Agreement which conflict with this Agreement may be made the subject of an appropriate grievance and may be taken to arbitration by the Union as provided in the grievance and arbitration provisions of this Agreement.

ARTICLE (15)

PROMOTIONAL PROCESS & PROMOTIONAL REQUIREMENT EXAMINATION COMMITTEE

When a vacant position is to be filled by promotion within the Fire Department, these procedures apply:

SECTION 1. Study Materials and information for promotional testing will be posted a minimum of 90 days prior to a job announcement posting.

SECTION 2. Job announcements will be posted a minimum of 30 days prior to conducting a promotional examination.

SECTION 3. Examinations may include a written test, an interview, a performance test, an evaluation of training and experience, supervisory efficiency rating, assessment centers, or any combination thereof. Examination components will total 100%.

SECTION 4. If it is determined that a vacancy shall be filled from a promotional eligible register, a list shall be certified which contains the names of five (5) persons and ties (which can be created by adding points but not take points away from an applicant) having the highest promotional grades as hereinafter provided, and the vacant position shall be filled by the appointing authority by selection from said promotional eligible list. The list may contain less than five (5) names if five (5) persons do not meet the minimum qualifications for the position, or attain the required promotional grade; however, anytime a promotional eligible list cannot be certified with the required minimum number of candidates, the appointing authority may request a new examination.

SECTION 5. The following procedures will be followed to establish a current eligible register:

- a) The Fire Department shall prepare and administer examinations which shall be practical and objectively measure the relative capabilities of the applicant to perform the duties of the position. All persons within the department who meet the minimum qualifications established by the Promotional Qualification Committee (as defined below) for the position shall be eligible to take the promotional examination. Announcement of each examination shall be publicized for a minimum of thirty (30) calendar days prior to the application deadline specified in the announcement. Applications for each examination must be filed with the Human Resource Department prior to the designated deadline and all necessary records, licenses, certificates, transcripts and other documents of proofs must be submitted prior to the examination.
- b) The examination process shall include a written test and a performance test. The examination factor, assigned weights and scoring methods shall be included in the examination announcements. The total value of all questions on any wholly written examination shall be one hundred percent (100%). The total percentage value on any combination of examinations shall be one hundred percent (100%).

- c) No person shall be promoted who has a promotional grade of less than seventy percent (70%), or a promotional examination score of less than seventy percent (70%). If a promotional examination score of seventy percent (70%) is attained, the total percent made upon such examination shall be added to the total number of points allowed for seniority defined as follows. Seniority Points: Points added to a passing score on a promotional examination to arrive at the total examination grade. For Lieutenants seeking promotion to the rank of Captain, these points shall be computed on the basis of one (1) percentage point for each full year of service as a Lieutenant. For Firefighters seeking promotion to the rank of Lieutenant, these points shall be computed on the basis of one (1) percentage point for each full year of service within the Fire Department, to a maximum of ten (10) points.
- d) Each such register shall stand for a period of two (2) years from the date the original promotional eligible list is certified. This 2 year period may not be extended. Additional promotional examinations may be given to supplement a current register which contains less than five (5) qualified persons, and the names of the successful examinees shall be in order behind the existing names on the register. If there is a significant change in special and minimum requirement and qualifications for a position, the Human Resources Director may cancel and terminate an existing eligible register and establish a new register of eligibles. The establishment of a new register shall require a new application and examination of each applicant.

SECTION 6. Definitions

Eligible List – A list of names taken from the eligible register, of the top (5) five candidates and ties. Names are listed in rank order according to their final overall score on the promotional testing.

Eligible Register: A register of names of all eligible applicants who have obtained a passing score on the overall examination process, listed in rank order according to their final overall score.

SECTION 7. A committee shall be formed to develop promotional qualification requirements for Fire Lieutenant and Fire Captain. This six-member committee shall consist of one Fire Captain and one Lieutenant, one selected by the Union, and one Fire Captain and one Lieutenant, one selected by the Fire Chief or designee; one representative of the Fire Chief's Management Team; and one representative from Human Resources. The Committee's purpose is to develop and present promotional qualifications for approval by the Fire Chief.

SECTION 8. When changing promotional requirements the City must give a minimum of 2 years prior notice to said change or changes.

SECTION 9. Review of testing material

Following the testing, all test participants shall be provided the opportunity to review their test, the scoring and all answers and worksheet materials utilized during the testing to determine areas in which they might need improvement. It is understood that the participant shall not be permitted to copy or photograph the materials and may not take notes during the review. Additionally it is understood that no test materials shall be permitted to leave the control of the City at any time.

ARTICLE (16)

HEALTH AND LIFE INSURANCE

SECTION 1. The City will make available the same health and life insurance programs on a group basis to bargaining unit employees as are made available to all other non-managerial City employees. The City reserves the right to reduce or increase the benefits payable under coverages, to alter or cease any coverages, to raise or lower any "out-of-pocket" amounts and to raise or lower any deductibles and otherwise determine the coverage to be made available and the premium costs of the same, provided that such benefits, coverages, amounts and deductibles remain the same as those made available to all other non-managerial City employees.

SECTION 2. The insurance programs will be optional to all eligible employees. For those employees electing to participate in the program, the City will make contributions towards the cost of such insurance, in the same amounts as it makes for all other non-managerial City employees. Those employees who elect to participate in the City's group insurance programs will pay a share of the total premium through deductions from payroll, for the cost not paid by the City.

SECTION 3. The Union will be notified of any change in insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article. The City reserves the right to terminate the group insurance program or any part thereof for all City employees at any time with prior notice to the Union.

SECTION 4. Upon notification by the Union, in its sole discretion, the City shall exclude all bargaining unit employees and Fire Department uniformed retirees from the City's group health and life insurance programs, and will cease deducting employee and retiree insurance premium amounts from compensation checks; the City will, in such event, make contributions towards the cost of such alternative insurance as the Union may designate, in the same amounts as the City contributes for all non-managerial City employees and retirees respectively, for each employee and retiree participating in such alternative insurance. Provided, however, that such notification must be given no less than ninety (90) days prior to the contract renewal date of the City's group health and life insurance programs.

ARTICLE (17)

LIFE INSURANCE BENEFITS

SECTION 1. The City will provide members of the bargaining unit those life insurance and death benefits for survivors as required by Federal and State laws. Additional life insurance may be purchased by members of the bargaining unit, under the City's group policy, with the employee paying the cost and those additional benefits shall be portable after 10 years of service, at the employee's continued expense, upon separation from the City.

SECTION 2. The voluntary life insurance benefit (currently provided by American General) shall be portable, at the employee's continued expense, upon separation from the City. Additionally the life insurance benefits (currently provided by Sun Life) shall be portable, at the employee's continued expense, upon separation from the City provided the employee has vested in the benefit through the completion of 10 years of service with the City prior to separation. No life insurance benefit shall be portable for employees who are terminated.

SECTION 3. Notwithstanding anything contained herein, the City will endeavor to maintain the provisions of this Article but the portability of life insurance benefits shall be subject to the insurance contract between the Life Insurance Company and the City.

ARTICLE (18)

TRAINING

SECTION 1. When employees attend required training, they will be compensated in accordance with the provisions of the Fair Labor Standards Act.

SECTION 2. Training will be deemed to be required only when an employee is given a direct order by the Fire Chief or his/her designee to attend training. Thus, if the City merely advises employees of available training courses and offers to pay all or part of course tuition, but does not order an employee to attend the courses, any employee attending courses will be engaged in voluntary training, and thus will not be engaged in compensable work hours.

ARTICLE (19)

MILEAGE

SECTION 1. Employees who are ordered to report to another station after reporting to their regular duty station, and use their personal vehicle for transportation to the other station, will be eligible for mileage reimbursement at the rate as approved by the Florida Department of Management Services for the number of miles driving the most direct and shortest route from their regular duty station to the other assigned station. This rate changes from time to time, and it is agreed that it shall be changed as may be necessary during the term of this Agreement without collective bargaining on the subject.

SECTION 2. Mileage will not be paid for the trip from the employee's home to the employee's assigned place of duty, or from the assigned place of duty to the employee's home.

ARTICLE (20)

UNIFORMS

SECTION 1. Bargaining Unit members will be allowed to select any number or arrangement of uniform articles from a menu of department approved items, up to an allowed amount of \$ 350.00 per fiscal year. The City agrees to continue its practice of furnishing uniforms for newly-hired bargaining unit employees to include three (3) dress shirts, three (3) uniform pants and four (4) tee-shirts and shoes and a jacket.

Except when members are on Building Survey, Home Safety Survey, Lecture and Demonstrations, Station Tours or otherwise meeting the Public in a non-emergency fashion, they will be allowed to wear the uniform t-shirt provided. It shall be the obligation of each employee to maintain such items in good and presentable condition. All Fire Department personnel shall wear currently issued uniforms. Obsolete uniform clothing shall not be worn on duty by Fire Department personnel. It shall be the obligation of the City to replace torn or damaged articles as deemed necessary by the Fire Chief or his designee. The selections will be based on their individual needs in order to maintain a complete set of serviceable uniforms. Deviation from the allotment will be at the discretion of the Fire Chief. All Bargaining Unit members will be allowed to begin purchasing dress (Class A) uniform items within their annual allotment.

Any additional costs related to the issuance of plus size uniforms will be borne by the Fire Department. Paramedic and EMT patches are considered optional and the cost associated with these items will be borne by the member.

Collective Bargaining Unit members may substitute items on the approved uniform clothing list for other approved uniform clothing items offered by the same department contract vendor not to exceed the total uniform allowance per employee per year. The type and quality of uniform will be determined by the City.

SECTION 2. Protective clothing and other equipment required by the City to be worn or carried by employees shall be furnished by the City outside the uniform allowance provided for in Section 1 above, the type and quality to be determined by the City. Replacement of protective clothing and equipment will be determined and implemented in the exclusive judgment of the Fire Chief. Protective clothing and other equipment, when provided, must be used. Neglect or failure by an employee to obey safety regulations or to use or maintain the safety equipment furnished by the City shall be basis for disciplinary action.

SECTION 3. No article of clothing or equipment provided for herein shall be utilized during off-duty hours, except as authorized by the Fire Chief or his designee.

ARTICLE (21)

PERSONNEL FILES

SECTION 1. An employee has the right to examine his or her own personnel file in the presence of the Chief Human Resource Director or his/her designee. Employees are responsible for providing any document such as birth certificates or records of educational courses completed which should be part of their personnel files.

SECTION 2. Disciplinary documents, such as letters of reprimand, counseling letters, suspensions and fines, and performance related correspondence such as performance appraisals and letters of correction and commendation, shall be read and signed by the employee. Employee signatures on such documents do not imply agreement with the document; rather, it is simply an acknowledgment of the document in the employee's personnel file.

SECTION 3. The employee is responsible for providing current address and telephone information to the Fire Department.

ARTICLE (22)

WATCH EXCHANGE

The City retains the right to determine and modify organizational structure; to select, direct, transfer, assign and determine the personnel for each watch and station. However, fire suppression employees may exchange watches on a voluntary basis, with the watches to be "repaid" within one year, provided that a minimum of 48 hours prior notice is given. A swapped watch shall count as time worked for the individual normally scheduled for the watch, rather than for the individual who actually works the watch, as provided under the Fair Labor Standards Act. There will be no voluntary exchange of shifts by bargaining unit employees without express permission of the Fire Chief or his designee.

ARTICLE (23)

WORKER'S COMPENSATION

The City will provide bargaining unit employees Worker's Compensation benefits under the conditions set forth in the City's Human Resources Manual dated October 19, 2020 and in accordance with the State Statute, Chapter 440 and/or Florida Administrative Code 69(l).

ARTICLE (24)

MILITARY LEAVE

SECTION 1. Military leave is administered in accordance with State and Federal law and is considered as any leave necessary to fulfill military obligations with a branch of the Armed Forces of the United States. Only branches of the Armed Forces, which are, or usually serve as, combat units are to be considered.

a. Extended Military Leave

Persons will be granted extended military leave will forfeit all employee benefits while on active duty, but will be accorded reinstatement or reemployment privileges, as required under and in accordance with Florida Statutes 295.095 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Extended military leave will be granted upon the following conditions:

- (1) The employee has received notification from proper authority to report for active duty with the Armed Forces.
- (2) The official notice of induction, or recall, into active duty, or a verified copy of same, must be presented to the Human Resources Department within five (5) days of receipt by the employee. A record of this notice is to be recorded in the employee's file.
- (3) Upon honorable completion of military obligations, former employees must present their request in writing to the Chief Human Resources Director within one (1) year of the date of separation from military service to be eligible for reemployment benefits.
- (4) Upon resumption of active employment with the City of Pensacola, the employee will be given credit for acceptable service performed prior to entering the military for seniority purposes, and for pension purposes when the pension law is complied with. Time spent on extended military duty shall count, without loss of personal time off leave, pay, time, or efficiency rating, except in the case of pensions whereby authorized. Said employee shall be given benefit of any range increases granted for the position vacated during military absence.
- (5) Employees on extended military leave are entitled to two hundred forty (240) hours at full pay in any one annual calendar period. In addition, per each military activation the City will:
 - (a) Supplement the employee's military salary to the extent that will equal the amount earned at the time they were called to active duty. The supplement would continue for a period up to six months.

(b) Continue all other employee benefits such as time accrual for purposes of personal time off leave, annual increments, and pensions; insurance and deferred compensation, provided the employee maintains his or her contributions as previously arranged. Benefits would continue for a period up to six months.

b. Military Leave for Training Purposes

- (1) Section (1) of Florida Statute 115.07 requires the City to grant leaves of absence to City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard without loss of vacation leave, pay, time, or efficiency rating. This leave is required on all days during which the City employee is engaged in training ordered under the provisions of the United States military or naval training regulations regardless of whether they are assigned to active or inactive duty.
- (2) Florida Statute 115.07 gives a maximum period of two hundred forty (240) hours in any one annual calendar year period for this type of leave of absence. Administrative leaves of absence of periods in excess of two hundred forty (240) hours are to be without pay.
- (3) Employees requesting leave under these provisions must submit a verified copy of their notification for duty with completed Personnel Leave (PF-301) or (PF 300), to the Fire Chief or designee at least two (2) weeks in advance.

The City reserves the right to amend provisions of this policy, provided that such provisions remain the same as those available to all other non-managerial City employees.

ARTICLE (25)

FUNERAL LEAVE

SECTION 1. In the event of a death in the employee's immediate family, which is defined as spouse, parents, step-parents, children, step-children, brothers, sisters, step-brothers, step-sisters, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, aunt or uncle of the employee and of their spouse, or City of Pensacola, Florida Domestic Partnership Registry registered domestic partner of the employee, the employee shall be granted funeral leave. For the purposes of this section, registered domestic partner shall be defined as someone with whom the employee has maintained a strong familial relationship and with whom the employee has cohabitated for a period of five or more years and who is on the City of Pensacola, Florida Domestic Partnership Registry.

SECTION 2. Fire suppression employees may be allowed thirty-six (36) consecutively scheduled hours; fire prevention employees may be allowed three (3) eight hour consecutive calendar days of leave.

SECTION 3. Funeral leave shall be compensated at the straight-time rate of pay for each hour the employee would have worked had the employee not been absent on such leave. The Employer may request verification of the death.

The City recognizes that the above policy does not cover every situation and that the days provided will not necessarily always be sufficient. For this reason employees may, with the approval of the Fire Chief or his/her designee use PTO leave to supplement the funeral leave policy.

ARTICLE (26)

INCENTIVE PROGRAM

SECTION 1. Educational salary incentive compensation for firefighters shall be paid from the general fund of the City.

SECTION 2. Educational salary incentive compensation for firefighters shall be paid only to those uniformed active firefighters, and not to fire pensioners.

SECTION 3. The Fire Incentive Program shall be managed per the Fire Incentive Policy as established and maintained by the Human Resources Department upon the abolishment of the Fire Incentive Board by City Council on August 11, 2016.

SECTION 4. Any unit member at the rank of Professional Firefighter or higher may receive up to one hundred thirty dollars (\$130.00) monthly through the education salary incentive program as follows:

(1) Basic certifications.

- a. Twenty-five dollars (\$25.00) monthly allowance payable after one year on the job and full certification.
- b. Certification indicates that the individual has successfully completed the state requirements for fire as delineated by the Florida Firefighters Standards and Training Council.

(2) Career development.

- a. Twenty dollars (\$20.00) monthly allowance payable for each eighty (80) hours completed of approved courses.
- b. Career development is defined as courses that may be taken which are generally not considered purely academic in nature. The amount indicated does not include the basic twenty-five dollars (\$25.00) monthly allowance for basic certification.
- c. There are three (3) levels within the career development track:
 - 1. Level I. The maximum any Professional Firefighter or Lieutenant (with certification) may obtain by completing the approved courses is forty dollars (\$40.00) monthly; provided, further, that he has never been listed on the roster for promotion within the Fire Department of the City.

2. Level II. The maximum any Professional Firefighter or Lieutenant may obtain by completing the approved courses is sixty dollars (\$60.00) monthly; provided further that he has become eligible and has appeared on the roster for Fire Lieutenant, or above within the Fire Department of the City and has completed approved management courses. Successful completion of management courses without being on or having appeared on the City's roster for appointment to Fire Lieutenant or above will not qualify an individual for this level.

3. Level III. Maximum allowed for Lieutenant or above who has completed approved management courses is eighty dollars (\$80.00) monthly.

(3) Academic development.

a. Academic development denotes the amount paid for an approved associate's degree, bachelor's degree or equivalent. No payment is made if an applicant is hired with one of these degrees until one full year on the job. No payment is allowed until the degree is completed or sixty (60) approved equivalent semester hours are accumulated and presented for certification to the fire education incentive board. The amount indicated does not include the basic twenty-five dollars (\$25.00) monthly allowance for basic certification.

b. Thirty dollars (\$30.00) monthly allowance payable for approved A.A. or A.S. degree, or sixty (60) equivalent and approved hours.

c. Eighty dollars (\$80.00) monthly allowance payable for approved B.A. or B.S. degree. The eighty dollars (\$80.00) is inclusive of the thirty dollars (\$30.00) previously described under subsection (3) b herein.

SECTION 5. The most payable monthly under academic development without any career development courses is:

(1) Associate's degree or equivalent, thirty dollars (\$30.00) plus twenty-five dollars (\$25.00) equals fifty-five dollars (\$55.00).

(2) Bachelor's or higher degree, eighty dollars (\$80.00) plus twenty-five dollars (\$25.00) equals one hundred five dollars (\$105.00). The eighty dollars (\$80.00) is inclusive of the thirty dollars (\$30.00) paid for the associate's degree or equivalent.

SECTION 6. The maximum monthly payment for the educational salary incentive compensation (Sections 1-5 above) is one hundred thirty dollars (\$130.00). This can only be achieved after one full year of service to the City within the Fire Department as a uniformed firefighter, state recognized certification as a firefighter and a combination of career development courses as approved by the fire education incentive board, and at least a two-year college degree.

SECTION 7. Any compensation provided for pursuant to this Article (Sections 1-5 above) shall be offset by the amount of any supplemental compensation received from the state pursuant to F.S. section 633.382.

SECTION 8. Basic Life Support (BLS) incentive: Effective upon full ratification of this Agreement by both Parties, all bargaining unit employees will be eligible to receive a \$1,500.00 pay incentive to their base pay per year for obtaining and maintaining a Florida Emergency Medical Technician ("EMT") Certification. This EMT incentive pay will be payable in equal distributions in their regular payroll checks and will continue through the term of this Collective Bargaining Agreement provided that the employee maintains his/her EMT license in good standing. These payments are pensionable.

ARTICLE (27)

LEGAL COUNSEL

The defense of civil actions against bargaining unit employees shall be governed by the provisions of Florida Statutes 111.07 and 111.071.

ARTICLE (28)

OUTSIDE EMPLOYMENT

Employees covered by this Agreement may, upon prior written application and approval by the City Administrator or his/her designee accept outside employment, provided that no such outside employment conflicts with the employees' duties as may be assigned and required from time to time by the Employer, interferes with the availability of the employee for such duties, and does not constitute a conflict of interest. Continued efforts by the City to cooperate with employees in permitting outside employment will not be construed as a waiver of the City's right to require unscheduled overtime and to require that its employees be available for emergency services and other required duties during off-duty hours.

Employees currently engaged in outside employment shall report such employment to the City Administrator within thirty (30) days of the effective date of this Agreement.

Disputes concerning approval or disapproval of outside employment shall be subject to the grievance/arbitration procedure.

ARTICLE (29)

COURT APPEARANCES

An employee required as the result of the work they have performed for the Employer to appear in court, at a deposition, or at any hearing, shall be compensated for the time necessary for such appearance as if such time were time worked under this Agreement.

ARTICLE (30)

ACCOMMODATIONS AND MAINTENANCE

SECTION 1. The City reserves the right to determine the accommodations they will provide at each station, including but not limited to kitchen supplies, telephones, cooking equipment, laundering equipment, television, radios.

SECTION 2. Common Mess

All stations meals will be conducted under a common mess with contributions by each employee on a shift, even if the employee chooses not to eat the meal.

The City shall not be responsible to collect contributions or contribute to the meal arrangements.

ARTICLE (31)

UNION BUSINESS

SECTION 1. The Union, and all employees covered by this Agreement, shall comply with the requirements and prohibitions of Section 447.509, Florida Statutes, and Section 9-4-3 of the City of Pensacola Code.

SECTION 2. The Union, and all employees covered by this Agreement, agree to comply strictly with the requirements of Chapter 496, Florida Statutes.

ARTICLE (32)

BULLETIN BOARDS

SECTION 1. The City agrees to provide space for the Union to erect, at the Union's expense, one bulletin board, not to exceed thirty-six inches (36") by thirty-six inches (36"), at each station. The location of each bulletin board shall be approved by the Fire Chief or his designee. The Union shall be responsible for purchasing and erecting boards.

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

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

All costs incidental to preparing and posting of Union materials shall be borne by the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and maintaining such bulletin boards in an orderly condition.

ARTICLE (33)

LAYOFFS AND RECALLS

SECTION 1. The Employer may lay off employees whenever, in its sole discretion, it determines a reduction in workforce to be in the best interests of the City. The City will certify the number of excess employees and classes/ranks to be reduced and/or eliminated.

SECTION 2. For the purposes of this article, reductions and layoffs will be determined by statutory requirement (i.e. veteran preference in retention) and by seniority. The employee standing lowest within the class or rank to be eliminated will be the first reduced in rank. This method of reduction continues until the certified number of employees in the lowest rank has been discharged. When employees have equal seniority within the rank, seniority will next be determined by the length of the employee's continuous service in the Fire Department as shown in the employer's records. An employee's length of service for these purposes is deemed continuous while on leave due to illness, accident, or a status protected by law, such as military service.

SECTION 3. Employees who have been laid off are responsible for maintaining up-to-date information on file with the City, including the address to which a return-to-work notice would be sent.

SECTION 4. Employees will be recalled based on seniority as described above. By certified letter to the address on file, the City will notify a recalled employee at least three (3) weeks prior to the date the individual is to report to work. The recalled employee must respond within three (3) days of notification. The employee may be required to update personal information and to complete an employment screening process to ensure he or she is qualified to return to work.

SECTION 5. Any recalled employee who fails to respond within three (3) days after notification, or fails to comply with these conditions, or fails without an excuse the City regards as reasonable to report for work, shall be considered to have abandoned his/her position.

ARTICLE (34)

HOLIDAYS

SECTION 1. Personal Holidays

Employees will receive two twenty four (24) hour days, of personal holiday time per year. At least one 24 hour personal holiday must be taken prior to July 1st of each year. If this day is not taken, then the day will be forfeited. These personal holidays may be taken up to but no later than December 31st of each year. Approval must be granted by the Fire Chief or his/her designee. Such approval shall not be unreasonably withheld.

However, in the first year of employment individuals who start working during the month of January, February and March will receive two personal holidays; those hired from April 1st through September 30th will receive one personal holiday; and those hired from October 1st through December 31st will not receive any personal holidays until January of the following year.

SECTION 2. Holiday Pay

Effective upon ratification of this Agreement, all bargaining unit members shall be paid twelve (12) hours holiday pay at the overtime rate of time-and-one-half their regular rate of pay for New Year's Day; Martin Luther King Jr. Day, Memorial Day; July 4th; Labor Day; Veteran's Day; Thanksgiving Day, the Day After Thanksgiving; and Christmas Day.

SECTION 3. Anniversary Personal Holiday (PH)

Employees shall receive 24 hours of anniversary holiday personal leave for the completion of each five years of service to the City during their career. Anniversary PH hours shall be awarded in the employee's fifth year anniversary month. Anniversary PH hours must be used within 12 months of being earned.

ARTICLE (35)

VACATION SCHEDULE

ANNUAL SELECTION

SECTION 1. Each month will be segmented into two vacation periods, each containing six vacation slots being five shifts in length (approximately two weeks). There may be two (2) Fire Captains, or two (2) Fire Lieutenants or one (1) of each rank; and two (2) Lieutenants or two (2) Firefighters per watch on vacation during each vacation slot at the same time.

SECTION 2. The selection process will be as follows: Employees within each watch will choose their first vacation by rank. Fire Captains, will choose by seniority in rank, followed by Lieutenants and then Professional Firefighters. Within each rank, selection will be made by seniority in rank. Fire Captains and Fire Lieutenants on the same watch, stationed at single truck stations, may not choose coinciding vacation slots, except with approval; of the Battalion Chief.

After all employees have made their first selection, employees shall choose their second and third vacation under the same terms and conditions of the first selection.

REMAINING VACATION SELECTION

SECTION 3. After all first, second and third selections have been completed; if there are available remaining open vacation slots of the initial six that were available daily, employees shall be permitted to take PTO as vacation leave on a day-by-day and first-come, first-approved basis with approval of the Battalion Chief provided the request is made to the Battalion Chief not later than 7:00am the morning of the shift for which the employee requests to utilize the leave.

For purposes of this Article, employees on other forms of leave (i.e. funeral leave, administrative leave, union leave, pension school leave, PTO as sick leave, personal holiday, anniversary personal holiday, special assignment, workers compensation leave, military leave or, leave of absence etc.) shall not be counted against the six available daily slots that are available for bargaining unit members to utilize PTO as vacation.

ARTICLE (36)

LEAVE PROGRAMS

SECTION 1. Personal Time Off -Leaves of Absence.

Personal time off (PTO) is established for the purpose of providing employees leave for a variety vacation, personal business, illness, medical or dental appointments, and family. It replaces leave formerly known as sick and annual leave.

(1) Employee responsibility.

Employees are required to arrange and obtain prior/advance approval of personal time off leave. In the case of illness, supervisors may consider same day request.

a. In any case of absence on account of illness, an employee may be required by his department to file a doctor's certificate with the city clinic, and all absences due to illness or injury of more than three (3) days' duration shall require the employee to provide a doctor's certificate to the City Clinic stating:

- 1) The nature of illness or injury;
- 2) That the employee was incapacitated for work for the duration of his absence;
- 3) The employee is physically able to return to work and perform his duties;
- 4) That the employee has no contagious disease, which would jeopardize the health of other employees.

b. If an employee is habitually or chronically absent, a supervisor may require medical evidence to be provided to the City Clinic concerning any illness or injury beginning with the first day of absence.

c. If an employee is absent and an excuse is felt necessary, the Fire Chief or designee may request the City Nurse to verify the reason for absence.

(2) Record keeping.

No employee will be granted personal time off leave unless the time requested has already accrued prior to the leave period. Personal time off leave request shall be for a period of not less than one (1) hour and shall be in increments of not less than one (1) hour.

(3) Accrual of time.

Employees covered by this agreement will be credited thirty eight (38) hours personal time off for each month of service.

(4) Separation from service.

Employees who are separated from the service of the city in good standing by retirement, resignation, or layoff shall be paid the balance of their accrued PTO, but such pay shall not exceed the maximum of seven hundred twenty (720) hours. In no case shall an employee be paid against whom disciplinary action is being taken or is otherwise leaving city employment not in good standing.

SECTION 2. Leave Sharing Program

A leave sharing program is hereby established for all employees. The City Administrator shall establish the procedure by which the Chief Human Resources Director shall administer the leave-sharing program. This leave-sharing program shall be administered in keeping with the area practices and within the financial limits as set forth by the council. Unless otherwise provided for by the council or by law, shared personal time off (PTO) leave of more than 30 days shall be considered non-salaried supplement, and shall not be utilized in the calculation of pensions, deferred compensation(s), longevity and other benefits.

a. Scope and Purpose

The leave sharing program will allow employees to donate unused Personal Time Off (PTO) leave to co-workers who are seriously ill or have family members who are ill, and have exhausted their own leave.

This leave-sharing program operating on a case-by-case donation basis encourages employees with unneeded leave to donate leave to employees coping with personal tragedy.

b. Eligibility

The employee requesting donations of leave must have:

- worked for a minimum of six (6) months; and
- exhausted all earned leave.

c. Leave Use

Request for leave can be made for:

- the employee's own serious health condition as defined by the federal Family and Medical Leave Act, or
- the serious health condition of a family member, defined, as spouse, children, stepchildren, parent, stepparent, brothers, sisters, stepbrothers, stepsisters, mother-in-law, father-in-law, grandparents, grandchildren, aunt or uncle.

d. Leave Donation Restrictions

Employees can donate up to half the leave they have available in their PTO and Auxiliary PTO accounts. Employees may receive up to six (6) months maximum of donated leave. Donated leave of more than 30 days will be considered a non-salaried supplement and shall not be utilized in the calculation of pensions, deferred compensation(s), and accrual of time credited to an employee's longevity. The city will continue to pay their portion toward the group insurance plans, social security replacement, and longevity pay. Donated leave is not considered time worked, and the employee receiving the donation will not accrue leave in their PTO account while on donated leave. Donated leave must be submitted in advance for use and cannot be used retroactively.

e. Administration

An employee donating leave must complete a leave transfer form (PF-306) and turn the form into the Chief Human Resources Director for verification of leave balance. This form will be forwarded to the Financial Services Department for processing. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

f. Tax Treatment

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

SECTION 3. Leave Accrual

The PTO leave balances for members of the bargaining unit shall be compensated by the City from a maximum accumulation of 720 hours. Hours accumulated above 720 will not be compensated. Hours that are accumulated in excess of 720 hours per year will be transferred to an auxiliary leave account, restricted for FMLA leave use.

ARTICLE (37)
PENSIONS

SECTION 1. The Firefighters' Relief and Pension Fund shall be administered according to State Law and City Ordinance.

SECTION 2. Firefighters' Relief and Pension Fund Changes:

The Union agrees to cooperate with the City of Pensacola in making the following changes to the existing Firefighters' Relief and Pension Fund provisions as soon as practical:

OT TOWARDS PENSION

- Overtime (300 Hours): Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, all bargaining unit employees will be eligible to have up to 300 overtime hours per year (including additional regular pay) included in their pensionable income. The pensionable OT cap DOES NOT include OTA.

CALCULATION OF FINAL COMPENSATION FOR PENSION

- Those employees with 20 years or more of service as of June 10, 2015 continue with calculations of average final compensation based on best 2 out of the last 5 years.
- Those with less than 20 years of service as of June 10, 2015 will have their average final compensation for pension calculated based on best 5 out of the last 5 years.

CITY DROP PROGRAM

For purposes of this article only:

- Those employees in the DROP or entering the DROP on or before June 10, 2015 will continue to receive status quo.
- Those employees who enter the DROP AFTER June 10, 2015 will receive a 1.3% guaranteed rate of return on their DROP monies BUT will NOT receive COLA on their DROP funds / pension while participating in the DROP.

COLA FOR FUTURE RETIREES

Those employees participating in the DROP on or BEFORE June 10, 2015 will continue to receive status quo with respect to COLA adjustments on post-DROP retirement benefits.

- Those employees entering the DROP AFTER June 10, 2015 will be eligible to receive UP TO a maximum 2% annual COLA on their post-DROP retirement benefits (using the same formula that has always been used)
- Employees hired AFTER June 10, 2015 will be eligible to receive UP TO a maximum 1.25% COLA on their post-DROP retirement benefits (using the same formula that has always been used.)

SPOUSAL BENEFIT & SOCIAL SECURITY REPLACEMENT

- Joint and Survivor Benefit: Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, all bargaining unit employees will be eligible for a Joint and Survivor Benefit pension benefit of a 75% joint and survivor annuity.
- Remarriage of Surviving Spouse: Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, pension benefits will continue to be paid to the surviving spouse of a deceased retiree upon remarriage of the surviving spouse.

PENSION CONTRIBUTIONS

- Pension contributions for ALL employee, including those hired in the future will remain at 11%.

MILITARY BUY BACK

- The City will continue to offer an actuarially determined cost-neutral Military Buy-Back Plan that is commensurate with the Plan offered to the City's Police Officers.

All other portions of the existing Chapter 175 pension plan shall remain unchanged.

SECTION 3. The Officers of Local 707 will cooperate with the City's representatives in meeting with members of the Legislative Delegation in an effort to get the above provisions approved by the State Legislature during the 2021 State of Florida Legislative Session. This cooperation may include meetings with elected officials at their offices in and around Pensacola, meetings with elected officials at their offices in Tallahassee, drafting letters of support and seeking the assistance of Officers of the Florida Professional Firefighters in getting the necessary legislation passed during the 2021 Legislative Session.

SECTION 4. Pursuant to Florida Statute 175.351 the Firefighters' Relief and Pension Plan will provide for a 401 Deferred Contribution Plan with the Firefighters' Relief and Pension Plan. Pursuant to Florida Statute 175.351 mutual consent is required for deviations from the default rules on the uses of premium tax revenues. The Firefighters' Relief and Pension Plan states the following use of the insurance proceeds in Article VI Section 4(b). "By the net proceeds of the 1.85-percent excise or license tax levied and collected under the authority of chapter 19112, Laws of Florida, 1939, as amended, which may be imposed by the City of Pensacola upon certain insurance companies or other insurers against loss by fire and tornado on their gross receipts of premiums from holders of policies, which policies cover property within the corporation limits of such municipality, or any additional amount that may hereafter be levied and collected. This revenue shall be used first to fund the cost-of-living adjustment provision, then the benefit for seventy-five (75) percent of compensation with twenty five (25) years of service on normal pension benefits, and then any remaining amount shall be used for the remaining benefits of the plan. If the receipt of this money is not sufficient to pay all benefits of the plan, nevertheless, all benefits of the plan shall be paid." As a part of the contract both parties mutually consent to the use of insurance proceeds and any accumulated insurance proceeds balance (reflected in the Firefighters' Relief and Pension Plan actuarial valuation) as stated in this paragraph.

ARTICLE (38)

SECTION 125 PLANS

SECTION 1. The City will make available a Section 125 plan on a group basis to bargaining unit employees to the same degree that such a plan is provided to other non-managerial City employees.

SECTION 2. The City reserves the right to terminate or alter provisions of the Section 125 plan or any part thereof for unit members on the same terms as all other City employees, but agrees to provide the Union notice and an opportunity for the Union to request and participate in impact bargaining before the change is made.

SECTION 3. The wages of employees for pension contributions and pension benefit purposes will be based on the gross wages, before the Section 125 redirection.

SECTION 4. Nothing herein, or in the Section 125 plan, except requirements established by the Internal Revenue Service governing the administration of such plans, shall affect the provisions for Health and Life Insurance under Article XV.

SECTION 5. If the City implements a Retirement Health Savings Plan during the life of this contract the collective bargaining members will be eligible at implementation date.

ARTICLE (39)

DEFERRED COMPENSATION

SECTION 1. Bargaining unit members will be eligible to participate in the deferred compensation program, as established under Article IV Deferred Compensation Plan, Division 1. "For Non-Social Security Participants employed since January 1, 1960" of the Pensacola Code, as it conforms to Section 457 of the U.S. Internal Revenue Code, provided that the City will make no contributions to the deferred compensation account of any employee participating under this plan.

SECTION 2. Any employee under this collective bargaining agreement will be allowed to enter the plan at each annual enrollment period.

ARTICLE (40)

BENEFIT MEETINGS

SECTION 1. Upon request of the Union, representatives of the Human Resource Department will have the opportunity to meet with bargaining unit members to explain to them the provisions of the benefit programs adopted by this bargaining agreement. The times and places for these presentations will be scheduled in coordination with the Fire Chief during scheduled work hours.

ARTICLE (41)

FAMILY LEAVE

The City will comply with the Family Medical Leave Act. The Fire Chief will work closely with the Chief Human Resources Director, on a case-by-case basis, to determine if a reasonable amount of additional time beyond FMLA benefits is justified to allow the employee to return to full duty work.

ARTICLE (42)

MINIMUM STAFFING

SECTION 1. MINIMUM STAFFING – The City agrees to maintain the following minimum levels of daily staffing in the fire department:

- A. 5 Engines each staffed as follows:
 - 1 Captain or Acting Captain
 - 1 Lieutenant or Acting Lieutenant
 - 1 Firefighter
- B. 1 Engine (Engine 4) staffed as follows:
 - 1 Captain or Acting Captain
 - 1 Lieutenant or Acting Lieutenant
 - 2 Firefighters
- C. 2 Ladders each staffed as follows:
 - 1 Captain or Acting Captain
 - 1 Lieutenant or Acting Lieutenant
 - 1 Firefighter

In addition, the City shall maintain one Battalion Chief and two full time professional fire personnel for a total of twenty-eight (28) full-time personnel to be staffed each day.

Apparatus staffing levels may be temporarily reduced during times when an Engine or Ladder is placed out of service temporarily for maintenance or training and shift personnel may be temporarily reassigned or deployed in other response capacities for special events, marine/water emergencies etc. provided these periods of time do not exceed four (4) hours.

SECTION 3. HAND-HELD RADIOS

The City agrees to provide each on-duty Firefighter, Lieutenant and Captain a hand-held radio while on duty with the City.

SECTION 4. SUNSET PROVISION

Notwithstanding Section 2 of Article 53, this Article 42 will expire on October 1, 2023, which is the end of the term of this collective bargaining agreement as defined in Article 53, Section 1 herein.

ARTICLE (43)

IAFF ACTIVITIES

The Employer will grant three hundred (300) hours annually for use as IAFF Pool Time. Members of the bargaining team may arrange swaps for any hours above the three hundred (300) hours. This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session, arbitration, or attendance at IAFF functions. Approval of such time shall be authorized by the IAFF President, Vice-President, Treasurer, or Secretary. Time will be charged in increments of one (1) hour. The IAFF may rollover not more than a total of three hundred (300) unused hours to subsequent contract. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

ARTICLE (44)

PRINTING OF AGREEMENT

The City will furnish one (1) copy of the final signed and fully executed agreement following ratification by the City Council to the Union.

ARTICLE (45)

ANNUAL MEETING

The Union Executive Board shall meet on an annual basis for a maximum of one (1) hour, during the first 10 days of August each year with the City Administrator and the Chief Human Resources Director to discuss issues that may benefit both the City and the collective bargaining unit.

ARTICLE (46)

EMPLOYMENT OF RELATIVES

The purpose of this policy is to allow all candidates an equal opportunity for employment and advancement with the City of Pensacola, while prohibiting favoritism and avoiding conflicts of interest regarding relatives of employees.

Definition:

Relatives are defined as: father, mother, son, daughter, brother, sister, uncle, aunt, grandparent, grandchild, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister or registered domestic partner and their family as defined in Article 25.

Prohibited Relationships

1. Appointing authorities may not appoint, employ, promote, transfer, or advance any relative in or to a position where the appointing authority exercises jurisdiction or control.
2. The appointment, employment, promotion, advancement, or transfer of a relative into any division, activity, or section is prohibited if the action creates a relationship where a relative would supervise (directly or indirectly), make or influence personnel decisions concerning a relative, or creates a conflict of interest or the appearance of a conflict of interest. Prior to relatives being employed in the same career ladder or series, one must be enrolled in the city's Deferred Retirement Option Plan (DROP).

This rule does not prohibit continued employment of employees becoming relatives by marriage while working in the same division, activity, or section, so long as a prohibited relationship is not created.

Appointment, employment, promotion, advancement, or transfer of relatives within a division, activity, or section must be specifically authorized by the City Administrator.

SECTION 47
DRUG FREE WORKPLACE

Members of the collective bargaining unit agree to be active participants in the City's drug-free workplace program and comply with the drug-free workplace policy. The Employer's policy is to employ a workforce free from the use of illegal drugs either on or off the job, and free from alcohol in the workplace. Any employee determined to be in violation of this policy is subject to disciplinary action up to and including termination, even for the first offense. It is a Standard of Conduct of the Employees of this Employer that employees shall not use illegal drugs or abuse legal ones. In order to maintain this standard, the Employer shall establish and maintain the programs and rules set forth here.

Testing to be included in this provision includes the following situations:

1. Pre-hire testing of all new safety sensitive employees.
2. Testing of active safety sensitive employees randomly as directed by the City Clinic. Lists are to be produced monthly and shall include all "certified" personnel in the fire department from the rank of Fire Chief and below. Lists will be generated and managed through the City's third party testing center. Random lists are not to include more than 5% of the total number of active participants in the fire department at the time of the list generation.
3. Routine fitness for duty tests as directed by the City Clinic.
4. Reasonable suspicion testing in accordance with the City's Drug Free Workplace policy in effect on the date of ratification of this agreement.
5. Post-accident. Any employee of the collective bargaining unit involved in an accident while at work. This includes both accidents that result in personal injury as well as any accidents that occur while the employee is driving a City vehicle. The employee should contact their supervisor or the City Clinic immediately following an accident to make sure required alcohol and drug testing procedures are followed.
6. Return-to-duty and follow-up testing in accordance with the City's Drug Free Workplace Policy.

Applicants and/or Employees who are directed by the City Clinic staff or supervisor to report to the Clinic or an approved collection facility for a drug/alcohol test and refuse to take a drug or alcohol test may result in a refusal to hire and/or termination; the employee forfeiting his or her eligibility for medical or indemnity benefits under State Worker's Compensation; and is cause for disciplinary action up to, and including, dismissal of the employee which may also cause denial of Unemployment Compensation.

It is the Employer's policy that an employee found with the presence of illegal drugs and/or alcohol in his/her system, in possession of, using, selling, trading, or offering for sale illegal drugs during working hours, at government functions, or on City premises (including parking lots) may be subject to disciplinary action up to and including discharge. The use of any over the counter products that contain illegal drugs is expressly prohibited. Anyone observing a violation of this policy must report it to his or her immediate supervisor, and that violation be reported to the Fire Chief.

Drugs prescribed by the employee's physician may be taken during work hours. The employee should notify the supervisor if the use of properly prescribed medication will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

As a condition of employment, employees must abide by the terms of this policy and must notify the Employer in writing of any conviction of a violation of a criminal drug statute immediately and/or as soon as possible based on the factors involved in the situation but to be reported PRIOR to the employee returning to work.

All provisions contained in the City's Drug Free Workplace and Vehicle Use Policies (in effect on the date of the ratification of this Agreement) are incorporated in this Article unless specifically addressed herein.

ARTICLE (48)

SAFETY COMMITTEE

The City agrees to the formation of safety committees which will conform to the requirements of Chapter 633, Florida Statutes. The committees will have the following features:

- There will be one safety committee, composed of members appointed by the Battalion Chief of each watch and a fourth member appointed by the Union.
- The function of the safety committee will be in conformance with the rules and regulation promulgated by the Division of State Marshal.
- The Fire Chief or his designee will confer with the safety committee.

ARTICLE (49)

OPEN ARTICLE

ARTICLE (50)

CONTRACT REOPENERS

There shall be no Contract Reopeners during the term of this agreement.

EDUCATIONAL REIMBURSEMENT PROGRAM

SECTION 1. PURPOSE

The educational reimbursement program encourages personal development through formal education so that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the City of Pensacola. Individual courses that are part of a degree, licensing, or certification program must be related to the employees current job duties or a foreseeable future position. The City of Pensacola will reimburse employees for the costs of obtaining undergraduate or graduate degrees in accordance with the provisions of this policy. Employees should contact Human Resources for more information about educational reimbursement.

SECTION 2. FUNDING LIMITS

The City shall provide bargaining unit members with a pool of money available for educational reimbursement (in accordance with this policy) that shall be capped at \$ 40,000 per fiscal year. It is understood that these funds will be available on a first come, first serve basis and there shall be no reimbursement for that fiscal year after the annual \$ 40,000 funding has been exhausted for that year.

Reimbursement will be available during each fiscal year for courses that have a COMPLETION date between October 1st and the following September 30th for that fiscal year. There shall be NO reimbursement for any courses that had a completion date prior to October 1, 2020.

SECTION 3. APPLICATION

Employees seeking educational reimbursement for completion of a certification course that is listed on the pre-authorized list must submit a copy of his or her final grades/certificate of completion within forty-five (45) days of completion of the course, to the Fire Chief or designee to be forwarded to the Chief Human Resources Director for final review and payment. The employee also must submit a receipt issued by the educational organization indicating the class has been paid in full and there is a zero balance due. The employee is responsible for ensuring there is money available from the annual reimbursement allotment. Employees participating in pre-authorized training courses both acknowledge and understand that they will not be reimbursed for courses beyond the allotment of funding establish for the education reimbursement benefit. The pre-authorized list of eligible courses will be mutually agreed upon by City management and the union. Courses will not be added or removed without mutual consent of the Chief Human Resources Director, the Fire Chief, and the union president.

Employees requesting educational reimbursement for courses not listed on the pre-authorized list must, prior to registration, submit an application for reimbursement on the Application for Education Benefits Form (PF-202), to the Fire Chief or designee for approval prior to class registration. Each course must be part of a curriculum related to an employee's present position with the City or a reasonable promotional objective as determined by the Human Resources Director. Once this determination has been made, then the approved request form (PF 202) will be submitted by the Fire Chief or designee to the Human Resources Division, before course registration commences.

In order to receive reimbursement, an employee must submit a copy of his or her final grades within forty-five (45) days of completion of the course, to the Fire Chief or designee to be forwarded to the Chief Human Resources Director for final review and payment. The employee also must submit a receipt issued by the educational organization indicating the class has been paid for and there is a zero balance due.

When an employee has received advance approval for education reimbursement, following the receipt of grades at the end of a course, the employee must have achieved a grade of "C" or better; however, an employee will not receive reimbursement by the City for any course for which the employee has also received reimbursement or payment from any other source.

The City encourages all employees to utilize courses offered by the University of West Florida or Pensacola State College. Approved reimbursement will be made at the prevailing hourly course rate for "in state" students, utilized at the University of West Florida or at Pensacola State College, respectively.

Employees who otherwise meet the educational reimbursement criteria set forth above but who elect to attend a college or university other than the University of West Florida or Pensacola State College may receive reimbursement in an amount not to exceed the higher rate of the University of West Florida or Pensacola State College. If attending a college or university that allows a deferred payment plan, the employee is responsible for any payment to that institution exceeding the cost set forth in the above criteria. The City will not be responsible for payment to that institution, if the rate exceeds the prevailing "in state" rate of the University of West Florida or Pensacola State College.

SECTION 4. REPAYMENT OBLIGATIONS

Employees seeking to receive educational reimbursement from the City of Pensacola shall accept a contractual employment condition obligating the employee to remain in the employment of the City of Pensacola for a period of six months for each 15 hours of paid reimbursement. This obligation shall be cumulative in nature. Employees who voluntarily sever employment with the City of Pensacola prior to fulfilling the employment obligations set forth above shall reimburse the City of Pensacola for any remaining balance of educational reimbursement, and employees will be obligated to consent to pay such balance from any funds in the possession of or managed by the City of Pensacola before any remaining balances are paid to the terminating employee.

Employees receiving tuition payment for vocational credits such as enrollment in the fire academy are subject to a repayment agreement to be executed by the employee prior to entering into the vocational education program. In the event that such an employee should voluntarily terminate his or her employment with the City within two (2) years of receipt of amount paid by the City to attend the fire academy, the employee shall be contractually responsible for repayment to the City of the cost incurred to attend such school. Employees will be required to consent in advance to allow the City to recoup such funds from any funds in the possession of or managed by the City of Pensacola prior to the employee receiving the balance of such funds after reimbursement has been made.

SECTION 5. EDUCATIONAL REIMBURSEMENT BENEFITS

Required Courses: The City will reimburse 100% of tuition books, and fees for any employee attaining a "C" grade or better in a course that is required by the City. Upon completion of the course, all books or course material will become property of the City.

Voluntary Job-Related Courses: The City will reimburse 100% of the tuition up to the prevailing in state rates at either Pensacola State College or University of West Florida, only for any employee who voluntarily takes a course which is directly related to their job, and who attains a "C" grade or better in the approved course. The Fire Chief or his designee will be the signing authority on determining if a course is job related, along with review by the Chief Human Resources Director for reimbursement purposes.

Non-Job Related Courses: The City will reimburse 50% of tuition only for any employee who voluntarily takes a course and who attains a "C" grade or better even though that course is not job related.

High School Diploma: Any employee wishing to obtain their high school diploma or G.E.D. will be reimbursed 100% for any tuition, book or fee expenses they may incur.

Tax Status: All educational reimbursements are subject to income tax laws and regulations as determined by the Internal Revenue Service. Employees may have to report any amounts received under the Educational Reimbursement Plan as taxable income.

ARTICLE (52)

ENTIRE AGREEMENT

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

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

ARTICLE (53)

TERM OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from 12:00 a.m. October 1, 2020 through 11:59 p.m. October 1, 2023.

SECTION 2. With the exception of Article 42 herein, if no new or successor agreement has been reached by October 1, 2023 , then this Agreement will stay in effect until a new contract is ratified.

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

City Administrator

Date

Fire Chief

Date



President IAFF Local 707

11-20-2020

Date

Vice President IAFF Local 707

Date

ATTEST:

City Clerk

THE DATE OF RATIFICATION OF THIS CONTRACT IS: 11-13-2020

Final Agreement - City of Pensacola and IAFF Local 707

APPENDIX

- Annual Performance Evaluation Form
- Performance Evaluation Instructions
- Performance Plan Feedback Worksheet
- Memo for Record Form
- Memo for Record Example

Pensacola Fire Department Annual Performance Evaluation



Evaluation Period: _____ – _____

Last Name	First Name	MI	Rank	Years of Service	Date

Refer to: *Performance Evaluation Instructions*

SCORING NOTES: Provide examples/descriptions and documentation for all "Exceptional" (5), Exceeds Expectations (4), "Does Not Meet Expectations" (2), and "Unacceptable" (1) scores. "Does Not Meet Expectations" (2) and "Unacceptable" (1) scores require a written *Performance Improvement Plan* approved by the Battalion Chief.

Professional Standards (25% of score)

Consider compliance with directives and policies, and professional behavior.

- ☐ 5 – Exceptional
☐ 4 – Exceeds Expectations
☐ 3 – Meets Expectations
☐ 2 – Does Not Meet Expectations
☐ 1 – Unacceptable

_____ x .25 = _____
 Above Score Weighted Score

Safety (25% of score)

Consider compliance with safety directives, as well as job preparation.

- ☐ 5 – Exceptional
☐ 4 – Exceeds Expectations
☐ 3 – Meets Expectations
☐ 2 – Does Not Meet Expectations
☐ 1 – Unacceptable

_____ x .25 = _____
 Above Score Weighted Score

Teamwork & Initiative (20% of score)

Consider interactions and willingness to work with others, as well as overall attitude and effort.

- ☐ 5 – Exceptional
☐ 4 – Exceeds Expectations
☐ 3 – Meets Expectations
☐ 2 – Does Not Meet Expectations
☐ 1 – Unacceptable

_____ x .20 = _____
 Above Score Weighted Score

Training & Development (20% of score) Consider compliance with training requirements, as well as initiative for further development.		<input type="checkbox"/> 5 – Exceptional <input type="checkbox"/> 4 – Exceeds Expectations <input type="checkbox"/> 3 – Meets Expectations <input type="checkbox"/> 2 – Does Not Meet Expectations <input type="checkbox"/> 1 – Unacceptable	
		_____ x .20 = _____ Above Score Weighted Score	
Community Involvement & Public Safety Advocacy (10% of score) Consider volunteer community activity and Pensacola Fire Department representation.		<input type="checkbox"/> 5 – Exceptional <input type="checkbox"/> 4 – Exceeds Expectations <input type="checkbox"/> 3 – Meets Expectations <input type="checkbox"/> 2 – Does Not Meet Expectations <input type="checkbox"/> 1 – Unacceptable	
		_____ x .10 = _____ Above Score Weighted Score	
Additional Comments		_____ Total of Weighted Scores	
		3.50 - 5.00 - Exceeds Expectations 2.50 - 3.49 - Meets Expectations 0 - 2.49 - Does Not Meet Expectations	
Signing below indicates you read and understood the <i>Performance Evaluation Instructions</i>.			
Supervisor's Signature	Date	Employee's Signature	Date
Battalion Chief's Signature	Date	Assistant Chief's Signature	Date
Fire Chief's Signature		Date	

Pensacola Fire Department

Performance Evaluation Instructions

Evaluation Period: _____ – _____



Evaluate performance using the five categories below. Considerations and sample minimum ("Meets") expectations are included as guides for scoring.

Captains, Lieutenants, and Firefighters who "Meets Expectations" (3) in all five categories may improve category scores to "Exceeds Expectations" (4) or "Exceptional" (5) by performing and documenting those services listed as "Above Minimum Requirements." Category scores of 4 and 5, require written feedback with documentation. Scores of 2 and 1, require a written *Performance Improvement Plan* approved by the Battalion Chief.

Acceptable forms of documentation: ER reports/logs; Captain's written Memo for Record (approved by Battalion Chief).

1. Professional Standards (25% of score)

Consider compliance with directives and policies, as well as professional behavior.

- Reports to work as scheduled, on-time – reliable
- Follows Uniform/Grooming policy
- Complies with all regulations, policies, and expectations
- Displays proficiency in emergency operations
- Shows problem-solving and decision-making skills
- Communicates respectfully with customers and department members
- Treats customers with kindness and compassion

Above Minimum Requirements

- Performs additional (extra) maintenance/upgrade to any apparatus, equipment, fire station, or PFD property
- Prepares and implements any plan that improves safety, service, innovation, or quality (coordinates approval through Battalion Chief)
- Performs additional 6 hours mentoring/instructing a probationary Firefighter or Fire Cadet

2. Safety (25% of score)

Consider compliance with safety directives, as well as job preparation.

- Wears and uses PPE properly
- Follows ICS
- Maintains state of readiness (self, crew, apparatus, station)
- *Lieutenant:* Operates apparatus safely/efficiently without incident
- *Company Officer:* uses crew accountability/ feedback system; implements ICS

Above Minimum Requirements

- Completes PFD Physical Ability Exam (PAT) within entrance exam scores (as documented in ER Training Log)
- Performs minimum of 10 hours of ISO physical fitness training as documented in ER Training Log

3. Teamwork & Initiative (20% of score)

Consider interactions with others, willingness to collaborate, overall attitude and effort.

- Collaborates with peers/builds teams
- Accepts supervision/feedback
- Completes assigned duties with respectful attitude
- Performs collateral duties
- Initiates projects/develops programs

Above Minimum Requirements

- Serves in one, or more, of the following: Watch Field Training Officer (FTO), Honor Guard, Honor Guard Liaison, GSTC Liaison, EMT Team Coordinator, SCBA Technician, Communications Liaison, PFD Committee
- Teaches in-house structured course: BLS CPR; fire service/EMS, or customer service training on all three Watches

4. Training & Development (20% of score)

Consider compliance with training requirements, as well as initiative for further development.

- Completes mandatory training
- Maintains/attains certification
- Seeks professional development opportunities

Above Minimum Requirements

- Completes an additional 3 hours of ISO Facility Training
- Passes Lieutenant or Captain promotional exam process
- Completes 60-hour New Driver check-off training
- Attains and/or maintains one, or more, of the following: Helmsman qualification, EMT or Paramedic certification, Car Seat Technician qualification, fire service-related Florida certification (beyond Certificate of Compliance)
- Complete fire/EMS-related college course, conference or seminar

5. Community Involvement & Public Safety Advocacy (10% of score)


Consider volunteer community activity and PFD representation.

- Participates in community risk-reduction activities
- Advocates for Public Safety

Above Minimum Requirements

- Serves as Fire Services/EMS Instructor
- Goes above and beyond on apparatus demonstration or station tour (requires letter of recognition from Company Officer)
- Serves as Fire Services/EMS/Public Safety Instructor
- Volunteers for community events and programs, or non-profit organizations

Refer to: Performance Evaluation Instructions

Pensacola Fire Department Performance Plan/Feedback Worksheet					
Last Name	First Name	MI	Rank	Date	
Type of Feedback: <input type="checkbox"/> Initial <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Performance Improvement Plan: Reassessment					
Primary Duties & Responsibilities:					
Professional Standards: Consider compliance with directives and policies, and professional behavior. <input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds					
Safety: Consider compliance with safety directives, as well as job preparation. <input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds					
Teamwork & Initiative: Consider interactions and willingness to work with others, as well as overall attitude and effort. <input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds					
Training & Development: Consider compliance with training requirements, as well as initiative for further development. <input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds					
Community Involvement & Public Safety Advocacy: Consider volunteer community activity and Pensacola Fire Department representation. <input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds					

**MEMO FOR RECORD****TO:****FROM:****DATE:****SUBJECT:**

1 HBJ2020



MEMO FOR RECORD

TO: Rank and Name

FROM: Rank and Name

DATE: Date Memo is Written

SUBJECT: ALL CAPS

-
1. Information on the (meeting, conference, telephone conversation, incident, person involved, etc.)
 2. This and subsequent paragraphs will contain:
 - a. Date, background and discussion (when necessary for clarity).
 - b. Conclusions reached and decisions made.
 - c. Staff agencies responsible for specific action (if applicable).

Signature

**RESOLUTION
NO. 2020-62**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021;
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		271,300
As Reads:	Personal Services	8,555,900
Amended		
To Read:	Personal Services	8,807,200
As Reads:	Operating Expenses	1,566,256
Amended		
To Read:	Operating Expenses	1,586,256
B. AIRPORT FUND		
Fund Balance		14,200
As Reads:	Personal Services	4,935,700
Amended		
To Read:	Personal Services	4,949,900

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 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**DECEMBER 2020 SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-62 - FIRE UNION AGREEMENT**

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Fund Balance	<u>271,300</u>	Increase appropriated fund balance
Appropriations		
(1) Fire		
Personnel Services	251,300	Increase appropriation for Personnel Services
Operating Expenses	<u>20,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>271,300</u>	
B. AIRPORT FUND		
Fund Balance	<u>14,200</u>	Increase appropriated fund balance
Appropriations		
Personnel Services	<u>14,200</u>	Increase appropriation for Personnel Services
Total Appropriations	<u>14,200</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2020-62

City Council

12/10/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-62 - PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 707 COLLECTIVE BARGAINING AGREEMENT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2020-62.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Contract negotiations between the City and the International Association of Firefighters, Local 707, bargaining unit began on June 4, 2020. They were concluded on September 29, 2020, with a tentative agreement regarding their Collective Bargaining Agreement for the period beginning October 1, 2020 and ending October 1, 2023. The results of these negotiations are contained in the attached proposed Collective Bargaining Agreement. The union membership voted and approved the agreement on November 13, 2020, with an affirmative vote of 76 to zero.

Approval of the Supplemental Budget Resolution will appropriate the remaining amount needed for this agreement for Fiscal Year 2021.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 109,900

Actual: \$ 398,800

FINANCIAL IMPACT:

The estimated net cost over the next three years of the contract is approximately \$2.2 million. The Fiscal Year 2021 Adopted Budget includes \$109,900 for up to 2% performance-based pay for the first year of the agreement. Approval of the Supplemental Budget Resolution will appropriate the remaining \$288,900 for Fiscal Year 2021. The increases for years two and three of the contract will be incorporated in the respective proposed budgets.

CITY ATTORNEY REVIEW: Yes

11/20/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Ted Kirchharr, Human Resources Director
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2020-62
- 2) Supplemental Budget Explanation No. 2020-62
- 3) Proposed Collective Bargaining Agreement

PRESENTATION: No

**RESOLUTION
NO. 2020-62**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021;
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		271,300
As Reads:	Personal Services	8,555,900
Amended		
To Read:	Personal Services	8,807,200
As Reads:	Operating Expenses	1,566,256
Amended		
To Read:	Operating Expenses	1,586,256
B. AIRPORT FUND		
Fund Balance		14,200
As Reads:	Personal Services	4,935,700
Amended		
To Read:	Personal Services	4,949,900

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 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**DECEMBER 2020 SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-62 - FIRE UNION AGREEMENT**

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Fund Balance	<u>271,300</u>	Increase appropriated fund balance
Appropriations		
(1) Fire		
Personnel Services	251,300	Increase appropriation for Personnel Services
Operating Expenses	<u>20,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>271,300</u>	
B. AIRPORT FUND		
Fund Balance	<u>14,200</u>	Increase appropriated fund balance
Appropriations		
Personnel Services	<u>14,200</u>	Increase appropriation for Personnel Services
Total Appropriations	<u>14,200</u>	

THE
COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE CITY OF
PENSACOLA AND
PENSACOLA PROFESSIONAL
FIREFIGHTERS INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL 707

FISCAL YEARS 2021-2023

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PREAMBLE

This Agreement is made and entered into by and between the City of Pensacola, Florida, which is hereinafter referred to as the "Employer," and the Pensacola Professional Firefighters, International Association of Firefighters, AFL-CIO, Local No. 707, hereinafter referred to as the "Union."

ARTICLE (1)

DEFINITIONS

- 1) "Day" shall mean a calendar day unless otherwise specified in this Agreement.
- 2) References to the male gender are intended to conform to traditional usage, and should be understood to include both males and females.
- 3) All references to Legislative Approval, approval by Legislature or such similar phrases included in this document shall mean the actual date the legislation becomes law.

ARTICLE (2)

PURPOSE AND INTENT

SECTION 1. The purpose of this Agreement is to secure industrial peace and efficiency, enabling the Employer and its employees to provide continuing satisfactory services to the citizens of the City, to secure a healthy operation through efficient service and public satisfaction, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic understanding relative to rates of pay, hours of work and conditions of employment, designed to achieve those goals at a reasonable cost.

SECTION 2. The employees and management recognize that they are mutually dependent upon one another. Both are committed to public service and the success of that service. This success requires that both management and employees work together. The Employer, the Union and all employees are convinced that there is no reason why differences that may arise may not be peacefully and satisfactorily adjusted by sincere and patient efforts on the part of all.

SECTION 3. The Union agrees that it will support the Employer in its efforts to (a) eliminate waste and damage; (b) conserve equipment and supplies; (c) improve standards of efficiency; (d) prevent accidents; and (e) strengthen good will between the Employer, its employees and the public. This section is intended to express the purpose of this Agreement, and nothing in this section shall be considered to confer liability for monetary damages on the Union in any action in which the Union would not otherwise be liable.

ARTICLE (3)

RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

SECTION 2. The Union is recognized as the sole and exclusive bargaining representative of: all Fire Department employees in the rank of Fire Captain, Fire Lieutenant, and Professional Firefighter; excluding the Fire Chief, Deputy Fire Chief, Battalion Chief Administrative Officer, and all other employees of the City. All other types of employees and classifications of employees not in existence at the time of the certification by the Pensacola Public Employees Relations Commission dated July 13, 1988 are excluded from the coverage of this Agreement; provided that the Union shall not be deprived of the right to bargain with respect to wages, hours, terms and conditions of employment for new job classifications which may hereafter be created, should either party obtain an order from the Public Employees Relations Commission certifying the Union as bargaining agent for such classifications.

ARTICLE (4)

NO STRIKE CLAUSE

SECTION 1. No employee, Union officer, agent, or employee shall instigate, promote, sponsor, or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the Employer.

SECTION 2. In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of Employer, the Union shall take direct and immediate action to bring about a cessation of such activities.

SECTION 3. In addition to the penalties provided by law, those employees found to be in violation of the provisions of Section 1 may be held liable for any damages which are suffered by the City as a result of the violation of the provisions of this Article.

ARTICLE (5)

DUES CHECK-OFF

SECTION 1. Dues deduction is currently accomplished thru electronic fund transfers from bargaining unit member credit union share accounts to the Union monthly. The City is currently not directly involved in the deduction of Union dues. Should the existing fund transfer method of monthly dues deduction for some reason become unworkable, the City will work cooperatively with the Union to establish a system for payroll deduction of dues to be submitted monthly to the Union.

ARTICLE (6)

SEVERABILITY

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

ARTICLE (7)

PROBATION & SENIORITY

SECTION 1. An appointment, employment or promotion shall not be deemed complete until a period of probation of twelve (12) months has elapsed from the date of employment or promotion; however, in no case shall the probationary period end earlier than twelve (12) months after the employee has received necessary required state certification.

SECTION 2. Employees serving a probationary period following their initial hiring shall not have recourse to the Grievance Procedures contained herein.

SECTION 3. Seniority shall first be determined by the period of service in a class or position within a chain of command (rank) within the fire department, and then by the period of service within the fire department based on hire date. In cases of equal seniority, seniority shall be determined through random selection via a draw through the Human Resources Department.

ARTICLE (8)

NO SMOKING

SECTION 1. The Surgeon General of the United States has determined that smoking tobacco contributes to the development of a number of heart and lung diseases.

SECTION 2. As of March 1, 1989, the City will hire as firefighters only those individuals who do not smoke, and such individuals will continue to not smoke for the duration of their employment. As of January 1, 1992, the City will hire as firefighters only those individuals who do not use tobacco products, and such individuals will continue to not use tobacco products for the duration of their employment.

SECTION 3. All bargaining unit employees who were hired before March 1, 1989, will not be affected by the no smoking condition of employment which will apply to the new hires, but current employees will smoke only in designated smoking areas while on duty. After meeting and conferring with the Union, the City retains the right to designate smoking areas in each fire station.

SECTION 4. The City agrees to make reasonably available courses to stop smoking for those employees wishing to quit smoking.

ARTICLE (9)

RESIDENCY

All employees covered by this Agreement shall live within Escambia or Santa Rosa County, Florida or 45 minute response time. Exceptions to this article may be granted by the City Administrator.

WAGES, HOURS OF WORK AND OVERTIME PAY

SECTION 1. Purpose of Article.

The purpose of this Article is to provide a basis for the computation of straight time and overtime wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week, per work period, or per year, for any employee covered by this Agreement. The City's pay records, practices, and procedures shall govern the payment of all wages.

SECTION 2. Straight Time Wage Rates.

All employees covered by this Agreement shall be paid as reflected below:

Professional Firefighter Minimum	\$32,501.30
Lieutenant Minimum:	\$43,001.40
Fire Captain Minimum:	\$53,000.22

*These amounts include the mandatory overtime adjustments.

Provisions that are set forth in the General Employees Pay Plan, shall apply also to the employees covered by this collective bargaining contract.

SECTION 3. Salary Adjustments.

From the effective date of this contract to September 30, 2023, bargaining unit members shall receive the following salary adjustments to also include merit pay for year 2022-2023 to be paid first paycheck of October 2023:

FY 2020

October 1, 2020 each bargaining unit member shall receive a 3% increase to their base wage. This wage increase will not become effective until this Agreement is fully ratified by both parties and will be retroactive to October 1, 2020.

FY 2021

October 1, 2021 each bargaining unit member shall receive a 3% increase to their base wage at that time. In addition to this 3% wage increase, all bargaining unit employees are eligible to receive up to a two percent (2%) merit pay increase dependent upon their 2020-2021 performance appraisal as conducted in accordance with the Merit Pay in Section 12.

FY 2022

October 1, 2022 each bargaining unit member shall receive a 10% increase to their base wage at that time. In addition to this 10% wage increase, all bargaining unit employees are eligible to receive up to a two percent (2%) merit pay increase dependent upon their 2021-2022 performance appraisal as conducted in accordance with Paragraph I of this Agreement.

First paycheck of October 2023

On first paycheck of October 2023, all bargaining unit employees are eligible to receive their pay adjustments, up to a two percent (2%) merit pay increase, dependent upon their 2022-2023 performance appraisal as conducted in accordance with the Merit Pay in Section 12.

The City Administrator may, upon recommendation by the Fire Chief, withhold an employee's salary adjustment, if there is documented evidence that the employee is performing consistently at a level below standard during the previous year.

SECTION 4. Fire Inspectors.

The workweek for fire inspectors shall consist of seven (7) calendar days beginning at 12:00 midnight on Sunday and ending 12:00 midnight the following Sunday. Fire inspectors will be scheduled to work a 40 hour week. Daily shift times will be set by the City no earlier than 7:45 am and no later than 5:00 pm including a one hour meal period which shall not count as time worked (unless and then only to the extent of time spent in authorized calls to emergency duty). All time worked in excess of 40 hours per workweek will be compensated at a minimum of one and one-half times the straight time rate in effect as set forth in the City's salary schedule.

SECTION 5. Fire Suppression Employees.

Other than fire inspectors, all other employees covered by this Agreement will continue to be paid pursuant to the partial overtime pay exemption provided by 29 U.S.C. Section 207(k). The "work period" will continue to be a minimum of twenty-one (21) calendar days beginning immediately after 8:00 a.m. on Sunday and ending at 8:00 a.m. the third following Sunday. Fire suppression employees will be scheduled to work 24 hours on duty and 48 hours off duty, for a total of 168 hours of scheduled duty time during each 21 day work period. All fire suppression employees who work more than one hundred fifty-nine (159) hours during a 21 day work period will be compensated for such additional hours at a minimum of one and one-half times the straight time rate in effect as set forth in the City's wage schedule.

SECTION 6. Watch Captains

The parties agree that there shall be one watch captain on each

watch. SECTION 7. Overtime.

The Fire Department may offer the opportunity to work unscheduled overtime through the use of three alphabetized lists, one per watch, without regard to rank. This established list is for fire suppression activities only.

SECTION 8. Time Worked.

For the purpose of calculating overtime pay, scheduled sick leave should be considered as "time worked" in the appropriate work period. Leave taken as annual leave will not be considered as "time worked" for purposes of overtime calculation.

SECTION 9. Working Out of Class Pay.

Bargaining unit members working temporarily in a higher class for more than five (5) consecutive watches will be paid out-of-class differential pay incentive of 10% premium on their base wage beginning with their 6th consecutive watch. To qualify, an employee must be assuming the full and complete duties and responsibilities of the higher class. Said differential pay shall be applicable only when the vacancy has resulted from an illness that qualifies under FMLA, on-the-job injury or a job vacancy that is a position duly created and still existent but not occupied by an employee. Such differential pay shall begin only after the employee has performed the complete duties for five consecutive (5) watches and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the days worked after the five (5) consecutive watches have been completed. Out-of-class differential shall be paid with the employee's regular compensation and is pensionable. Complete records of such out-of-class differential work shall be submitted to the Department of Human Resources within two (2) weeks of having performed such work, on forms furnished by that department. Employees approved for acting out of class assignments must requalify every time a new event occurs.

SECTION 10. Pay Adjustment upon Promotion

Upon successful promotion from the rank of Firefighter to the rank of Lieutenant or from the rank of Lieutenant to the rank of Captain, employees shall have their base pay increased 10% or shall be moved to the new minimum of the pay scale for their new rank, whichever is greater.

SECTION 11. Special Duty Overtime

The special projects will be listed or advertised on an electronic bulletin board, which shall contain two (2) lists. The first list will provide the project description and the necessary qualifications. The second will be an alphabetical list of volunteers including their qualifications.

If an individual is skipped for lack of qualifications, he/she will remain at the top of the list. If assigned to Special Project overtime, the employee may not sign up for overtime, as described in Article X Section 7, on the dates listed for a special project.

Examples:

Project List &

Qualifications EMT

Instructor

Class: OB/GYN

Qualification: EMT

Quantity: 2 instructors

Begin Date: 1/12/01 End

Date: 1/15/01

Personnel Selected: Allen, Longworth

Volunteer Overtime List

Employee Name	Qualifications
Allen	EMT, Paramedic
Bridwell	1 st Responder, FS Instructor
Fennel	Tree Surgeon
Longworth	EMT, Paramedic

SECTION 12. Merit Pay

For the 2020-2023 Term of this Collective Bargaining Agreement, final performance evaluations will be conducted annually, as determined by the Fire Departments' evaluation cycle feedback milestones. Specific due dates, Performance Evaluation form(s), and instructions will be disseminated by the Fire Chief. The Fire Chief has the final authority to approve final performance ratings and the decision is not grievable.

The Summary score is based on the rating points in each section and is included as the final summary score section of the performance management evaluation rating process that will be electronically submitted to Human Resources for processing at the end of each Fiscal Year. To be eligible for a merit pay increase, new employees must have successfully completed their one (1) year probation period.

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

Summary Rating	Point Range	Merit Increase Recommended
Exceeds Expectations (E)	3.50-5.00	2% Merit Increase
Meets Expectations (M)	2.50-3.49	1% Merit Increase

Does Not Meet (DNM)*

0.00-2.49

0% Merit Increase

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

- ***The effective date for merit pay increases will be beginning on October 1, 2021, and on each following October 1st through to October 1, 2023 respectively. See attachments in appendix related to the Performance Plan. Any changes made to the provisions of the Performance Plan will be conferred with IAFF.***

ARTICLE

(11) GRIEVANCE

PROCEDURE

SECTION 1. A grievance is defined as an allegation made during the term of this Agreement that the Employer has violated a specific provision of this Agreement. Employees who are not members of the Union may utilize the Grievance Procedure established by this Article, but the Union is in no way responsible for non-members' utilization of this article.

SECTION 2. Under no circumstance shall there be a suspension or slowdown of work, or refusal to follow any instruction, on account of any grievance. Grievances shall be resolved at the lowest supervisory level possible, but only within the customary authority of such succeeding level of supervision. No grievance shall be considered unless it is processed in complete accordance with the following steps:

STEP 1. There shall be a discussion between the employee and the Battalion Chief involved.

STEP 2. If the grievance is not resolved in Step 1, the Union may, within ten (10) calendar days of the alleged violation, reduce the grievance to writing on a grievance form and present it to the Fire Chief. The grievance form shall specify the particular Article, Section and provision of this Agreement alleged to have been violated, shall contain a complete and detailed statement of the facts upon which the grievance is based, including date of occurrence, shall specify the proposed remedy, shall be signed and dated by the employee or (if applicable) by his Union representative. Grievances submitted which do not contain the above information shall be considered null and void. Upon receipt of the grievance, the Chief or his designee shall record the time and date of receipt, shall consider the written grievance, shall investigate the same to the extent he chooses, and shall resolve or deny the grievance within ten (10) calendar days.

STEP 3. If the Union is dissatisfied with the decision rendered in Step 2, and the Union desires to further pursue the grievance, it shall present a letter of appeal to the City Administrator or his designee within ten (10) calendar days following the decision of the Fire Chief or his designee on the grievance in Step 2. The City Administrator or his designee shall consider the written grievance, investigate the same to the extent he chooses, and resolve or deny the grievance within fifteen (15) calendar days.

STEP 4. Within ten (10) calendar days following the decision by the City Administrator or his designee, if the Union chooses to proceed further on the grievance, it shall present to the City Administrator or his designee a written request for a Step 4 meeting concerning the grievance, to which shall be attached copies of the written grievance submitted in Step 2 and Step 3 letter of appeal. A meeting shall be held at the convenience of the parties between the grievant, the grievant's Union representative (if applicable), and the City Administrator or his designee and their representative, and the City Administrator or his designee shall resolve or deny the grievance within fifteen (15) calendar days.

SECTION 3. Submission to Arbitration. In the event any grievance which has been timely brought during the term of this Agreement under Section 4 of this Article cannot be satisfactorily adjusted in accordance with Section 2 of this Article, either the Union or the Employer may demand arbitration by filing a request with the Federal Mediation and Conciliation Service of the United States, with a copy to the other side by certified mail, return receipt requested, to submit the names of seven (7) approved arbitrators available to hear and decide the question involved. The party wishing to submit a grievance to arbitration must do so within twenty (20) calendar days of receipt by the Union of the decision in Step 4, or the right to pursue arbitration shall have been waived. The Union shall retain the exclusive authority to decide which, if any, union member grievances shall be forwarded to arbitration.

SECTION 4. The parties hereto acknowledge the importance of both the time limitations and the requirements for written grievances and appeals expressed in Sections 2 and 3 of this Article, and no grievance shall be considered or deemed to exist that is not reduced in writing in the manner specified, timely filed and pursued at each step of the grievance procedure, and timely submitted to arbitration. A timely filed grievance not answered by management within the time limit prescribed shall be treated as a denial of the grievance and the grievance may be pursued to the next step of the grievance procedure. Time limits may not be extended except by a written mutual agreement signed by representatives of both parties. The Employer's willingness to go through the grievance procedure and to submit the issue on the merits to an arbitrator shall not be interpreted as a waiver of any issue as to arbitrability.

SECTION 5. Absent permission from the Employer, grievances must be processed outside of the scheduled working hours of any employee involved in the grievance.

ARTICLE (12)

ARBITRATION

SECTION 1. Upon receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall flip a coin to determine who has the first strike. The party losing the coin flip shall strike a name from the list first; the other party shall strike second, and then each party shall in turn strike one name until only one name remains. This person shall be selected as an impartial Arbitrator.

SECTION 2. Each party shall have the right to reject one complete panel of arbitrators and request the Federal Mediation and Conciliation Service to submit a second list, from which names shall be stricken in accordance with Section 1. Nothing in this article shall prevent the parties from agreeing upon a mutually acceptable arbitrator other than one on a panel supplied by FMCS.

SECTION 3. The grievance submitted to the arbitrator shall be based exclusively on the written grievance as submitted in Section 2, Step 2, of the Grievance Procedure. If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify. No more than two employees will be released from duty at a time, unless the Employer authorizes the release of more than two; such authorization shall not be unreasonably withheld.

SECTION 4. Any decision or award of the arbitrator shall be strictly limited to the interpretation of specific terms of this Agreement, and to a determination of (a) whether the grievance is arbitrable, and (b) whether the Employer violated a specific provision of this Agreement as alleged in the written grievance. The arbitrator shall not explicitly or implicitly change, amend, add to, subtract from, or otherwise alter or supplement any of its terms and conditions, nor depart from its terms in rendering a decision. The arbitrator shall confine himself exclusively to the question which is presented to him. The arbitrator's decision shall be final and binding upon both parties.

SECTION 5. The Employer may not be compelled to arbitrate any grievance not alleged to have occurred during the term of this Agreement.

SECTION 6. Each side shall bear the cost of its own witnesses and representatives. The cost of room accommodations shall be divided equally between the parties. The fees of the arbitrator shall be divided equally between the parties. The costs associated with the appearance of the court reporter and a copy of the transcript for the arbitrator shall be divided equally between the parties. Any party requesting a transcript copy for their use will bear its cost, unless otherwise agreed.

SECTION 7. The arbitrator shall have no authority to assess any compensatory or punitive damages, nor to impose as a remedy any back pay to any employees or individuals who are not grievants. No award of back pay to any grievant shall date back to a time prior to the date the grievance arose. All awards of back pay under this Agreement shall be offset by unemployment compensation benefits, workers' compensation benefits (except medical), earned by the grievant, during any period of unemployment for which back pay is awarded.

ARTICLE (13)

MANAGEMENT RIGHTS

SECTION 1. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

Additionally the City shall enjoy and retain any additional or expanded right granted to public employers through any decision issued by the Public Employee Relations Commission.

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

The City shall enforce and comply with the provisions of this Agreement so as not to violate the City Charter.

SECTION 2. Nothing contained herein shall be construed to constitute a waiver by the Union of its right to negotiate over the impact of managerial decisions on all terms and conditions of employment.

ARTICLE (14)

WORK RULES

SECTION 1. It is understood and agreed that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within job descriptions.

SECTION 2. Except where expressly modified by any provision of this Agreement, the Rules, Regulations and Procedures of the Pensacola Fire Department shall govern the relationship between the Employer and the employees covered by this Agreement. Any of the Fire Department Rules, Regulations and Procedures in conflict with this Agreement shall be of no force and effect.

SECTION 3. Any new rules or regulations made after the effective date of this Agreement which conflict with this Agreement may be made the subject of an appropriate grievance and may be taken to arbitration by the Union as provided in the grievance and arbitration provisions of this Agreement.

ARTICLE (15)

PROMOTIONAL PROCESS & PROMOTIONAL REQUIREMENT EXAMINATION COMMITTEE

When a vacant position is to be filled by promotion within the Fire Department, these procedures apply:

SECTION 1. Study Materials and information for promotional testing will be posted a minimum of 90 days prior to a job announcement posting.

SECTION 2. Job announcements will be posted a minimum of 30 days prior to conducting a promotional examination.

SECTION 3. Examinations may include a written test, an interview, a performance test, an evaluation of training and experience, supervisory efficiency rating, assessment centers, or any combination thereof. Examination components will total 100%.

SECTION 4. If it is determined that a vacancy shall be filled from a promotional eligible register, a list shall be certified which contains the names of five (5) persons and ties (which can be created by adding points but not take points away from an applicant) having the highest promotional grades as hereinafter provided, and the vacant position shall be filled by the appointing authority by selection from said promotional eligible list. The list may contain less than five (5) names if five (5) persons do not meet the minimum qualifications for the position, or attain the required promotional grade; however, anytime a promotional eligible list cannot be certified with the required minimum number of candidates, the appointing authority may request a new examination.

SECTION 5. The following procedures will be followed to establish a current eligible register:

- a) The Fire Department shall prepare and administer examinations which shall be practical and objectively measure the relative capabilities of the applicant to perform the duties of the position. All persons within the department who meet the minimum qualifications established by the Promotional Qualification Committee (as defined below) for the position shall be eligible to take the promotional examination. Announcement of each examination shall be publicized for a minimum of thirty (30) calendar days prior to the application deadline specified in the announcement. Applications for each examination must be filed with the Human Resource Department prior to the designated deadline and all necessary records, licenses, certificates, transcripts and other documents of proofs must be submitted prior to the examination.
- b) The examination process shall include a written test and a performance test. The examination factor, assigned weights and scoring methods shall be included in the examination announcements. The total value of all questions on any wholly written examination shall be one hundred percent (100%). The total percentage value on any combination of examinations shall be one hundred percent (100%).

- c) No person shall be promoted who has a promotional grade of less than seventy percent (70%), or a promotional examination score of less than seventy percent (70%). If a promotional examination score of seventy percent (70%) is attained, the total percent made upon such examination shall be added to the total number of points allowed for seniority defined as follows. Seniority Points: Points added to a passing score on a promotional examination to arrive at the total examination grade. For Lieutenants seeking promotion to the rank of Captain, these points shall be computed on the basis of one (1) percentage point for each full year of service as a Lieutenant. For Firefighters seeking promotion to the rank of Lieutenant, these points shall be computed on the basis of one (1) percentage point for each full year of service within the Fire Department, to a maximum of ten (10) points.
- d) Each such register shall stand for a period of two (2) years from the date the original promotional eligible list is certified. This 2 year period may not be extended. Additional promotional examinations may be given to supplement a current register which contains less than five (5) qualified persons, and the names of the successful examinees shall be in order behind the existing names on the register. If there is a significant change in special and minimum requirement and qualifications for a position, the Human Resources Director may cancel and terminate an existing eligible register and establish a new register of eligibles. The establishment of a new register shall require a new application and examination of each applicant.

SECTION 6. Definitions

Eligible List – A list of names taken from the eligible register, of the top (5) five candidates and ties. Names are listed in rank order according to their final overall score on the promotional testing.

Eligible Register: A register of names of all eligible applicants who have obtained a passing score on the overall examination process, listed in rank order according to their final overall score.

SECTION 7. A committee shall be formed to develop promotional qualification requirements for Fire Lieutenant and Fire Captain. This six-member committee shall consist of one Fire Captain and one Lieutenant, ~~one~~ selected by the Union, and one Fire Captain and one Lieutenant, ~~one~~ selected by the Fire Chief or designee; one representative of the Fire Chief's Management Team; and one representative from Human Resources. The Committee's purpose is to develop and present promotional qualifications for approval by the Fire Chief.

SECTION 8. When changing promotional requirements the City must give a minimum of 2 years prior notice to said change or changes.

SECTION 9. Review of testing material

Following the testing, all test participants shall be provided the opportunity to review their test, the scoring and all answers and worksheet materials utilized during the testing to determine areas in which they might need improvement. It is understood that the participant shall not be permitted to copy or photograph the materials and may not take notes during the review. Additionally it is understood that no test materials shall be permitted to leave the control of the City at any time.

ARTICLE (16)

HEALTH AND LIFE INSURANCE

SECTION 1. The City will make available the same health and life insurance programs on a group basis to bargaining unit employees as are made available to all other non-managerial City employees. The City reserves the right to reduce or increase the benefits payable under coverages, to alter or cease any coverages, to raise or lower any "out-of-pocket" amounts and to raise or lower any deductibles and otherwise determine the coverage to be made available and the premium costs of the same, provided that such benefits, coverages, amounts and deductibles remain the same as those made available to all other non-managerial City employees.

SECTION 2. The insurance programs will be optional to all eligible employees. For those employees electing to participate in the program, the City will make contributions towards the cost of such insurance, in the same amounts as it makes for all other non-managerial City employees. Those employees who elect to participate in the City's group insurance programs will pay a share of the total premium through deductions from payroll, for the cost not paid by the City.

SECTION 3. The Union will be notified of any change in insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article. The City reserves the right to terminate the group insurance program or any part thereof for all City employees at any time with prior notice to the Union.

SECTION 4. Upon notification by the Union, in its sole discretion, the City shall exclude all bargaining unit employees and Fire Department uniformed retirees from the City's group health and life insurance programs, and will cease deducting employee and retiree insurance premium amounts from compensation checks; the City will, in such event, make contributions towards the cost of such alternative insurance as the Union may designate, in the same amounts as the City contributes for all non-managerial City employees and retirees respectively, for each employee and retiree participating in such alternative insurance. Provided, however, that such notification must be given no less than ninety (90) days prior to the contract renewal date of the City's group health and life insurance programs.

ARTICLE (17)

LIFE INSURANCE BENEFITS

SECTION 1. The City will provide members of the bargaining unit those life insurance and death benefits for survivors as required by Federal and State laws. Additional life insurance may be purchased by members of the bargaining unit, under the City's group policy, with the employee paying the cost and those additional benefits shall be portable after 10 years of service, at the employee's continued expense, upon separation from the City.

SECTION 2. The voluntary life insurance benefit (currently provided by American General) shall be portable, at the employee's continued expense, upon separation from the City. Additionally the life insurance benefits (currently provided by Sun Life) shall be portable, at the employee's continued expense, upon separation from the City provided the employee has vested in the benefit through the completion of 10 years of service with the City prior to separation. No life insurance benefit shall be portable for employees who are terminated.

SECTION 3. Notwithstanding anything contained herein, the City will endeavor to maintain the provisions of this Article but the portability of life insurance benefits shall be subject to the insurance contract between the Life Insurance Company and the City.

ARTICLE

(18) TRAINING

NG

SECTION 1. When employees attend required training, they will be compensated in accordance with the provisions of the Fair Labor Standards Act.

SECTION 2. Training will be deemed to be required only when an employee is given a direct order by the Fire Chief or his/her designee to attend training. Thus, if the City merely advises employees of available training courses and offers to pay all or part of course tuition, but does not order an employee to attend the courses, any employee attending courses will be engaged in voluntary training, and thus will not be engaged in compensable work hours.

ARTICLE

(19) MILEAGE

E

SECTION 1. Employees who are ordered to report to another station after reporting to their regular duty station, and use their personal vehicle for transportation to the other station, will be eligible for mileage reimbursement at the rate as approved by the Florida Department of Management Services for the number of miles driving the most direct and shortest route from their regular duty station to the other assigned station. This rate changes from time to time, and it is agreed that it shall be changed as may be necessary during the term of this Agreement without collective bargaining on the subject.

SECTION 2. Mileage will not be paid for the trip from the employee's home to the employee's assigned place of duty, or from the assigned place of duty to the employee's home.

ARTICLE

(20) UNIFORMS

MS

SECTION 1. Bargaining Unit members will be allowed to select any number or arrangement of uniform articles from a menu of department approved items, up to an allowed amount of \$ 350.00 per fiscal year. The City agrees to continue its practice of furnishing uniforms for newly-hired bargaining unit employees to include three (3) dress shirts, three (3) uniform pants and four (4) tee-shirts and shoes and a jacket.

Except when members are on Building Survey, Home Safety Survey, Lecture and Demonstrations, Station Tours or otherwise meeting the Public in a non-emergency fashion, they will be allowed to wear the uniform t-shirt provided. It shall be the obligation of each employee to maintain such items in good and presentable condition. All Fire Department personnel shall wear currently issued uniforms. Obsolete uniform clothing shall not be worn on duty by Fire Department personnel. It shall be the obligation of the City to replace torn or damaged articles as deemed necessary by the Fire Chief or his designee. The selections will be based on their individual needs in order to maintain a complete set of serviceable uniforms. Deviation from the allotment will be at the discretion of the Fire Chief. All Bargaining Unit members will be allowed to begin purchasing dress (Class A) uniform items within their annual allotment.

Any additional costs related to the issuance of plus size uniforms will be borne by the Fire Department. Paramedic and EMT patches are considered optional and the cost associated with these items will be borne by the member.

Collective Bargaining Unit members may substitute items on the approved uniform clothing list for other approved uniform clothing items offered by the same department contract vendor not to exceed the total uniform allowance per employee per year. The type and quality of uniform will be determined by the City.

SECTION 2. Protective clothing and other equipment required by the City to be worn or carried by employees shall be furnished by the City outside the uniform allowance provided for in Section 1 above, the type and quality to be determined by the City. Replacement of protective clothing and equipment will be determined and implemented in the exclusive judgment of the Fire Chief. Protective clothing and other equipment, when provided, must be used. Neglect or failure by an employee to obey safety regulations or to use or maintain the safety equipment furnished by the City shall be basis for disciplinary action.

SECTION 3. No article of clothing or equipment provided for herein shall be utilized during off-duty hours, except as authorized by the Fire Chief or his designee.

ARTICLE

(21) PERSONNEL

FILES

SECTION 1. An employee has the right to examine his or her own personnel file in the presence of the Chief Human Resource Director or his/her designee. Employees are responsible for providing any document such as birth certificates or records of educational courses completed which should be part of their personnel files.

SECTION 2. Disciplinary documents, such as letters of reprimand, counseling letters, suspensions and fines, and performance related correspondence such as performance appraisals and letters of correction and commendation, shall be read and signed by the employee. Employee signatures on such documents do not imply agreement with the document; rather, it is simply an acknowledgment of the document in the employee's personnel file.

SECTION 3. The employee is responsible for providing current address and telephone information to the Fire Department.

ARTICLE (22)

WATCH EXCHANGE

The City retains the right to determine and modify organizational structure; to select, direct, transfer, assign and determine the personnel for each watch and station. However, fire suppression employees may exchange watches on a voluntary basis, with the watches to be “repaid” within one year, provided that a minimum of 48 hours prior notice is given. A swapped watch shall count as time worked for the individual normally scheduled for the watch, rather than for the individual who actually works the watch, as provided under the Fair Labor Standards Act. There will be no voluntary exchange of shifts by bargaining unit employees without express permission of the Fire Chief or his designee.

ARTICLE (23)

WORKER'S COMPENSATION

The City will provide bargaining unit employees Worker's Compensation benefits under the conditions set forth in the City's Human Resources Manual dated October 19, 2020 and in accordance with the State Statute, Chapter 440 and/or Florida Administrative Code 69(l).

ARTICLE (24)

MILITARY LEAVE

SECTION 1. Military leave is administered in accordance with State and Federal law and is considered as any leave necessary to fulfill military obligations with a branch of the Armed Forces of the United States. Only branches of the Armed Forces, which are, or usually serve as, combat units are to be considered.

a. Extended Military Leave

Persons will be granted extended military leave will forfeit all employee benefits while on active duty, but will be accorded reinstatement or reemployment privileges, as required under and in accordance with Florida Statutes 295.095 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Extended military leave will be granted upon the following conditions:

- (1) The employee has received notification from proper authority to report for active duty with the Armed Forces.
- (2) The official notice of induction, or recall, into active duty, or a verified copy of same, must be presented to the Human Resources Department within five (5) days of receipt by the employee. A record of this notice is to be recorded in the employee's file.
- (3) Upon honorable completion of military obligations, former employees must present their request in writing to the Chief Human Resources Director within one (1) year of the date of separation from military service to be eligible for reemployment benefits.
- (4) Upon resumption of active employment with the City of Pensacola, the employee will be given credit for acceptable service performed prior to entering the military for seniority purposes, and for pension purposes when the pension law is complied with. Time spent on extended military duty shall count, without loss of personal time off leave, pay, time, or efficiency rating, except in the case of pensions whereby authorized. Said employee shall be given benefit of any range increases granted for the position vacated during military absence.
- (5) Employees on extended military leave are entitled to two hundred forty (240) hours at full pay in any one annual calendar period. In addition, per each military activation the City will:
 - (a) Supplement the employee's military salary to the extent that will equal the amount earned at the time they were called to active duty. The supplement would continue for a period up to six months.

(b) Continue all other employee benefits such as time accrual for purposes of personal time off leave, annual increments, and pensions; insurance and deferred compensation, provided the employee maintains his or her contributions as previously arranged. Benefits would continue for a period up to six months.

b. Military Leave for Training Purposes

- (1) Section (1) of Florida Statute 115.07 requires the City to grant leaves of absence to City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard without loss of vacation leave, pay, time, or efficiency rating. This leave is required on all days during which the City employee is engaged in training ordered under the provisions of the United States military or naval training regulations regardless of whether they are assigned to active or inactive duty.
- (2) Florida Statute 115.07 gives a maximum period of two hundred forty (240) hours in any one annual calendar year period for this type of leave of absence. Administrative leaves of absence of periods in excess of two hundred forty (240) hours are to be without pay.
- (3) Employees requesting leave under these provisions must submit a verified copy of their notification for duty with completed Personnel Leave (PF-301) or (PF 300), to the Fire Chief or designee at least two (2) weeks in advance.

The City reserves the right to amend provisions of this policy, provided that such provisions remain the same as those available to all other non-managerial City employees.

ARTICLE (25)

FUNERAL LEAVE

SECTION 1. In the event of a death in the employee's immediate family, which is defined as spouse, parents, step-parents, children, step-children, brothers, sisters, step-brothers, step-sisters, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, aunt or uncle of the employee and of their spouse, or City of Pensacola, Florida Domestic Partnership Registry registered domestic partner of the employee, the employee shall be granted funeral leave. For the purposes of this section, registered domestic partner shall be defined as someone with whom the employee has maintained a strong familial relationship and with whom the employee has cohabitated for a period of five or more years and who is on the City of Pensacola, Florida Domestic Partnership Registry.

SECTION 2. Fire suppression employees may be allowed thirty-six (36) consecutively scheduled hours; fire prevention employees may be allowed three (3) eight hour consecutive calendar days of leave.

SECTION 3. Funeral leave shall be compensated at the straight-time rate of pay for each hour the employee would have worked had the employee not been absent on such leave. The Employer may request verification of the death.

The City recognizes that the above policy does not cover every situation and that the days provided will not necessarily always be sufficient. For this reason employees may, with the approval of the Fire Chief or his/her designee use PTO leave to supplement the funeral leave policy.

ARTICLE (26)

INCENTIVE PROGRAM

SECTION 1. Educational salary incentive compensation for firefighters shall be paid from the general fund of the City.

SECTION 2. Educational salary incentive compensation for firefighters shall be paid only to those uniformed active firefighters, and not to fire pensioners.

SECTION 3. The Fire Incentive Program shall be managed per the Fire Incentive Policy as established and maintained by the Human Resources Department upon the abolishment of the Fire Incentive Board by City Council on August 11, 2016.

SECTION 4. Any unit member at the rank of Professional Firefighter or higher may receive up to one hundred thirty dollars (\$130.00) monthly through the education salary incentive program as follows:

(1) Basic certifications.

- a. Twenty-five dollars (\$25.00) monthly allowance payable after one year on the job and full certification.
- b. Certification indicates that the individual has successfully completed the state requirements for fire as delineated by the Florida Firefighters Standards and Training Council.

(2) Career development.

- a. Twenty dollars (\$20.00) monthly allowance payable for each eighty (80) hours completed of approved courses.
- b. Career development is defined as courses that may be taken which are generally not considered purely academic in nature. The amount indicated does not include the basic twenty-five dollars (\$25.00) monthly allowance for basic certification.
- c. There are three (3) levels within the career development track:
 - 1. Level I. The maximum any Professional Firefighter or Lieutenant (with certification) may obtain by completing the approved courses is forty dollars (\$40.00) monthly; provided, further, that he has never been listed on the roster for promotion within the Fire Department of the City.

2. Level II. The maximum any Professional Firefighter or Lieutenant may obtain by completing the approved courses is sixty dollars (\$60.00) monthly; provided further that he has become eligible and has appeared on the roster for Fire Lieutenant, or above within the Fire Department of the City and has completed approved management courses. Successful completion of management courses without being on or having appeared on the City's roster for appointment to Fire Lieutenant or above will not qualify an individual for this level.

3. Level III. Maximum allowed for Lieutenant or above who has completed approved management courses is eighty dollars (\$80.00) monthly.

(3) Academic development.

a. Academic development denotes the amount paid for an approved associate's degree, bachelor's degree or equivalent. No payment is made if an applicant is hired with one of these degrees until one full year on the job. No payment is allowed until the degree is completed or sixty (60) approved equivalent semester hours are accumulated and presented for certification to the fire education incentive board. The amount indicated does not include the basic twenty-five dollars (\$25.00) monthly allowance for basic certification.

b. Thirty dollars (\$30.00) monthly allowance payable for approved A.A. or A.S. degree, or sixty (60) equivalent and approved hours.

c. Eighty dollars (\$80.00) monthly allowance payable for approved B.A. or B.S. degree. The eighty dollars (\$80.00) is inclusive of the thirty dollars (\$30.00) previously described under subsection (3) b herein.

SECTION 5. The most payable monthly under academic development without any career development courses is:

(1) Associate's degree or equivalent, thirty dollars (\$30.00) plus twenty-five dollars (\$25.00) equals fifty-five dollars (\$55.00).

(2) Bachelor's or higher degree, eighty dollars (\$80.00) plus twenty-five dollars (\$25.00) equals one hundred five dollars (\$105.00). The eighty dollars (\$80.00) is inclusive of the thirty dollars (\$30.00) paid for the associate's degree or equivalent.

SECTION 6. The maximum monthly payment for the educational salary incentive compensation (Sections 1-5 above) is one hundred thirty dollars (\$130.00). This can only be achieved after one full year of service to the City within the Fire Department as a uniformed firefighter, state recognized certification as a firefighter and a combination of career development courses as approved by the fire education incentive board, and at least a two-year college degree.

SECTION 7. Any compensation provided for pursuant to this Article (Sections 1-5 above) shall be offset by the amount of any supplemental compensation received from the state pursuant to F.S. section 633.382.

SECTION 8. Basic Life Support (BLS) incentive: Effective upon full ratification of this Agreement by both Parties, all bargaining unit employees will be eligible to receive a \$1,500.00 pay incentive to their base pay per year for obtaining and maintaining a Florida Emergency Medical Technician ("EMT") Certification. This EMT incentive pay will be payable in equal distributions in their regular payroll checks and will continue through the term of this Collective Bargaining Agreement provided that the employee maintains his/her EMT license in good standing. These payments are pensionable.

ARTICLE (27)

LEGAL COUNSEL

The defense of civil actions against bargaining unit employees shall be governed by the provisions of Florida Statutes 111.07 and 111.071.

ARTICLE (28)

OUTSIDE EMPLOYMENT

Employees covered by this Agreement may, upon prior written application and approval by the City Administrator or his/her designee accept outside employment, provided that no such outside employment conflicts with the employees' duties as may be assigned and required from time to time by the Employer, interferes with the availability of the employee for such duties, and does not constitute a conflict of interest. Continued efforts by the City to cooperate with employees in permitting outside employment will not be construed as a waiver of the City's right to require unscheduled overtime and to require that its employees be available for emergency services and other required duties during off-duty hours.

Employees currently engaged in outside employment shall report such employment to the City Administrator within thirty (30) days of the effective date of this Agreement.

Disputes concerning approval or disapproval of outside employment shall be subject to the grievance/arbitration procedure.

ARTICLE (29)

COURT APPEARANCES

An employee required as the result of the work they have performed for the Employer to appear in court, at a deposition, or at any hearing, shall be compensated for the time necessary for such appearance as if such time were time worked under this Agreement.

ARTICLE (30)

ACCOMMODATIONS AND MAINTENANCE

SECTION 1. The City reserves the right to determine the accommodations they will provide at each station, including but not limited to kitchen supplies, telephones, cooking equipment, laundering equipment, television, radios.

SECTION 2. Common Mess

All stations meals will be conducted under a common mess with contributions by each employee on a shift, even if the employee chooses not to eat the meal.

The City shall not be responsible to collect contributions or contribute to the meal arrangements.

ARTICLE (31)

UNION BUSINESS

SECTION 1. The Union, and all employees covered by this Agreement, shall comply with the requirements and prohibitions of Section 447.509, Florida Statutes, and Section 9-4-3 of the City of Pensacola Code.

SECTION 2. The Union, and all employees covered by this Agreement, agree to comply strictly with the requirements of Chapter 496, Florida Statutes.

ARTICLE (32)

BULLETIN BOARDS

SECTION 1. The City agrees to provide space for the Union to erect, at the Union's expense, one bulletin board, not to exceed thirty-six inches (36") by thirty-six inches (36"), at each station. The location of each bulletin board shall be approved by the Fire Chief or his designee. The Union shall be responsible for purchasing and erecting boards.

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

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

All costs incidental to preparing and posting of Union materials shall be borne by the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and maintaining such bulletin boards in an orderly condition.

ARTICLE (33)

LAYOFFS AND RECALLS

SECTION 1. The Employer may lay off employees whenever, in its sole discretion, it determines a reduction in workforce to be in the best interests of the City. The City will certify the number of excess employees and classes/ranks to be reduced and/or eliminated.

SECTION 2. For the purposes of this article, reductions and layoffs will be determined by statutory requirement (I.e. veteran preference in retention) and by seniority. The employee standing lowest within the class or rank to be eliminated will be the first reduced in rank. This method of reduction continues until the certified number of employees in the lowest rank has been discharged. When employees have equal seniority within the rank, seniority will next be determined by the length of the employee's continuous service in the Fire Department as shown in the employer's records. An employee's length of service for these purposes is deemed continuous while on leave due to illness, accident, or a status protected by law, such as military service.

SECTION 3. Employees who have been laid off are responsible for maintaining up-to-date information on file with the City, including the address to which a return-to-work notice would be sent.

SECTION 4. Employees will be recalled based on seniority as described above. By certified letter to the address on file, the City will notify a recalled employee at least three (3) weeks prior to the date the individual is to report to work. The recalled employee must respond within three (3) days of notification. The employee may be required to update personal information and to complete an employment screening process to ensure he or she is qualified to return to work.

SECTION 5. Any recalled employee who fails to respond within three (3) days after notification, or fails to comply with these conditions, or fails without an excuse the City regards as reasonable to report for work, shall be considered to have abandoned his/her position.

ARTICLE (34)

HOLIDAYS

SECTION 1. Personal Holidays

Employees will receive two twenty four (24) hour days, of personal holiday time per year. At least one 24 hour personal holiday must be taken prior to July 1st of each year. If this day is not taken, then the day will be forfeited. These personal holidays may be taken up to but no later than December 31st of each year. Approval must be granted by the Fire Chief or his/her designee. Such approval shall not be unreasonably withheld.

However, in the first year of employment individuals who start working during the month of January, February and March will receive two personal holidays; those hired from April 1st through September 30th will receive one personal holiday; and those hired from October 1st through December 31st will not receive any personal holidays until January of the following year.

SECTION 2. Holiday Pay

Effective upon ratification of this Agreement, all bargaining unit members shall be paid twelve (12) hours holiday pay at the overtime rate of time-and-one-half their regular rate of pay for New Year's Day; Martin Luther King Jr. Day, Memorial Day; July 4th; Labor Day; Veteran's Day; Thanksgiving Day, the Day After Thanksgiving; and Christmas Day.

SECTION 3. Anniversary Personal Holiday (PH)

Employees shall receive 24 hours of anniversary holiday personal leave for the completion of each five years of service to the City during their career. Anniversary PH hours shall be awarded in the employee's fifth year anniversary month. Anniversary PH hours must be used within 12 months of being earned.

ARTICLE (35)

VACATION SCHEDULE

ANNUAL SELECTION

SECTION 1. Each month will be segmented into two vacation periods, each containing six vacation slots being five shifts in length (approximately two weeks). There may be two (2) Fire Captains, or two (2) Fire Lieutenants or one (1) of each rank; and two (2) Lieutenants or two (2) Firefighters per watch on vacation during each vacation slot at the same time.

SECTION 2. The selection process will be as follows: Employees within each watch will choose their first vacation by rank. Fire Captains, will choose by seniority in rank, followed by Lieutenants and then Professional Firefighters. Within each rank, selection will be made by seniority in rank. Fire Captains and Fire Lieutenants on the same watch, stationed at single truck stations, may not choose coinciding vacation slots, except with approval; of the Battalion Chief.

After all employees have made their first selection, employees shall choose their second and third vacation under the same terms and conditions of the first selection.

REMAINING VACATION SELECTION

SECTION 3. After all first, second and third selections have been completed; if there are available remaining open vacation slots of the initial six that were available daily, employees shall be permitted to take PTO as vacation leave on a day-by-day and first-come, first-approved basis with approval of the Battalion Chief provided the request is made to the Battalion Chief not later than 7:00am the morning of the shift for which the employee requests to utilize the leave.

For purposes of this Article, employees on other forms of leave (i.e. funeral leave, administrative leave, union leave, pension school leave, PTO as sick leave, personal holiday, anniversary personal holiday, special assignment, workers compensation leave, military leave or, leave of absence etc.) shall not be counted against the six available daily slots that are available for bargaining unit members to utilize PTO as vacation.

ARTICLE (36)

LEAVE PROGRAMS

SECTION 1. Personal Time Off -Leaves of Absence.

Personal time off (PTO) is established for the purpose of providing employees leave for a variety vacation, personal business, illness, medical or dental appointments, and family. It replaces leave formerly known as sick and annual leave.

(1) Employee responsibility.

Employees are required to arrange and obtain prior/advance approval of personal time off leave. In the case of illness, supervisors may consider same day request.

a. In any case of absence on account of illness, an employee may be required by his department to file a doctor's certificate with the city clinic, and all absences due to illness or injury of more than three (3) days' duration shall require the employee to provide a doctor's certificate to the City Clinic stating:

- 1) The nature of illness or injury;
- 2) That the employee was incapacitated for work for the duration of his absence;
- 3) The employee is physically able to return to work and perform his duties;
- 4) That the employee has no contagious disease, which would jeopardize the health of other employees.

b. If an employee is habitually or chronically absent, a supervisor may require medical evidence to be provided to the City Clinic concerning any illness or injury beginning with the first day of absence.

c. If an employee is absent and an excuse is felt necessary, the Fire Chief or designee may request the City Nurse to verify the reason for absence.

(2) Record keeping.

No employee will be granted personal time off leave unless the time requested has already accrued prior to the leave period. Personal time off leave request shall be for a period of not less than one (1) hour and shall be in increments of not less than one (1) hour.

(3) Accrual of time.

Employees covered by this agreement will be credited thirty eight (38) hours personal time off for each month of service.

(4) Separation from service.

Employees who are separated from the service of the city in good standing by retirement, resignation, or layoff shall be paid the balance of their accrued PTO, but such pay shall not exceed the maximum of seven hundred twenty (720) hours. In no case shall an employee be paid against whom disciplinary action is being taken or is otherwise leaving city employment not in good standing.

SECTION 2. Leave Sharing Program

A leave sharing program is hereby established for all employees. The City Administrator shall establish the procedure by which the Chief Human Resources Director shall administer the leave-sharing program. This leave-sharing program shall be administered in keeping with the area practices and within the financial limits as set forth by the council. Unless otherwise provided for by the council or by law, shared personal time off (PTO) leave of more than 30 days shall be considered non-salaried supplement, and shall not be utilized in the calculation of pensions, deferred compensation(s), longevity and other benefits.

a. Scope and Purpose

The leave sharing program will allow employees to donate unused Personal Time Off (PTO) leave to co-workers who are seriously ill or have family members who are ill, and have exhausted their own leave.

This leave-sharing program operating on a case-by-case donation basis encourages employees with unneeded leave to donate leave to employees coping with personal tragedy.

b. Eligibility

The employee requesting donations of leave must have:

- worked for a minimum of six (6) months; and
- exhausted all earned leave.

c. Leave Use

Request for leave can be made for:

- the employee's own serious health condition as defined by the federal Family and Medical Leave Act, or
- the serious health condition of a family member, defined, as spouse, children, stepchildren, parent, stepparent, brothers, sisters, stepbrothers, stepsisters, mother-in-law, father-in-law, grandparents, grandchildren, aunt or uncle.

d. Leave Donation Restrictions

Employees can donate up to half the leave they have available in their PTO and Auxiliary PTO accounts. Employees may receive up to six (6) months maximum of donated leave. Donated leave of more than 30 days will be considered a non-salaried supplement and shall not be utilized in the calculation of pensions, deferred compensation(s), and accrual of time credited to an employee's longevity. The city will continue to pay their portion toward the group insurance plans, social security replacement, and longevity pay. Donated leave is not considered time worked, and the employee receiving the donation will not accrue leave in their PTO account while on donated leave. Donated leave must be submitted in advance for use and cannot be used retroactively.

e. Administration

An employee donating leave must complete a leave transfer form (PF-306) and turn the form into the Chief Human Resources Director for verification of leave balance. This form will be forwarded to the Financial Services Department for processing. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

f. Tax Treatment

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

SECTION 3. Leave Accrual

The PTO leave balances for members of the bargaining unit shall be compensated by the City from a maximum accumulation of 720 hours. Hours accumulated above 720 will not be compensated. Hours that are accumulated in excess of 720 hours per year will be transferred to an auxiliary leave account, restricted for FMLA leave use.

ARTICLE
(37) PENSION
NS

SECTION 1. The Firefighters' Relief and Pension Fund shall be administered according to State Law and City Ordinance.

SECTION 2. Firefighters' Relief and Pension Fund Changes:

The Union agrees to cooperate with the City of Pensacola in making the following changes to the existing Firefighters' Relief and Pension Fund provisions as soon as practical:

OT TOWARDS PENSION

- Overtime (300 Hours): Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, all bargaining unit employees will be eligible to have up to 300 overtime hours per year (including additional regular pay) included in their pensionable income. The pensionable OT cap DOES NOT include OTA.

CALCULATION OF FINAL COMPENSATION FOR PENSION

- Those employees with 20 years or more of service as of June 10, 2015 continue with calculations of average final compensation based on best 2 out of the last 5 years.
- Those with less than 20 years of service as of June 10, 2015 will have their average final compensation for pension calculated based on best 5 out of the last 5 years.

CITY DROP PROGRAM

For purposes of this article only:

- Those employees in the DROP or entering the DROP on or before June 10, 2015 will continue to receive status quo.
- Those employees who enter the DROP AFTER June 10, 2015 will receive a 1.3% guaranteed rate of return on their DROP monies BUT will NOT receive COLA on their DROP funds / pension while participating in the DROP.

COLA FOR FUTURE RETIREES

Those employees participating in the DROP on or BEFORE June 10, 2015 will continue to receive status quo with respect to COLA adjustments on post-DROP retirement benefits.

- Those employees entering the DROP AFTER June 10, 2015 will be eligible to receive UP TO a maximum 2% annual COLA on their post-DROP retirement benefits (using the same formula that has always been used)
- Employees hired AFTER June 10, 2015 will be eligible to receive UP TO a maximum 1.25% COLA on their post-DROP retirement benefits (using the same formula that has always been used.)

SPOUSAL BENEFIT & SOCIAL SECURITY REPLACEMENT

- Joint and Survivor Benefit: Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, all bargaining unit employees will be eligible for a Joint and Survivor Benefit pension benefit of a 75% joint and survivor annuity.
- Remarriage of Surviving Spouse: Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, pension benefits will continue to be paid to the surviving spouse of a deceased retiree upon remarriage of the surviving spouse.

PENSION CONTRIBUTIONS

- Pension contributions for ALL employee, including those hired in the future will remain at 11%.

MILITARY BUY BACK

- The City will continue to offer an actuarially determined cost-neutral Military Buy-Back Plan that is commensurate with the Plan offered to the City's Police Officers.

All other portions of the existing Chapter 175 pension plan shall remain unchanged.

SECTION 3. The Officers of Local 707 will cooperate with the City's representatives in meeting with members of the Legislative Delegation in an effort to get the above provisions approved by the State Legislature during the 2021 State of Florida Legislative Session. This cooperation may include meetings with elected officials at their offices in and around Pensacola, meetings with elected officials at their offices in Tallahassee, drafting letters of support and seeking the assistance of Officers of the Florida Professional Firefighters in getting the necessary legislation passed during the 2021 Legislative Session.

SECTION 4. Pursuant to Florida Statute 175.351 the Firefighters' Relief and Pension Plan will provide for a 401 Deferred Contribution Plan with the Firefighters' Relief and Pension Plan. Pursuant to Florida Statute 175.351 mutual consent is required for deviations from the default rules on the uses of premium tax revenues. The Firefighters' Relief and Pension Plan states the following use of the insurance proceeds in Article VI Section 4(b). "By the net proceeds of the 1.85-percent excise or license tax levied and collected under the authority of chapter 19112, Laws of Florida, 1939, as amended, which may be imposed by the City of Pensacola upon certain insurance companies or other insurers against loss by fire and tornado on their gross receipts of premiums from holders of policies, which policies cover property within the corporation limits of such municipality, or any additional amount that may hereafter be levied and collected. This revenue shall be used first to fund the cost-of-living adjustment provision, then the benefit for seventy-five (75) percent of compensation with twenty five (25) years of service on normal pension benefits, and then any remaining amount shall be used for the remaining benefits of the plan. If the receipt of this money is not sufficient to pay all benefits of the plan, nevertheless, all benefits of the plan shall be paid." As a part of the contract both parties mutually consent to the use of insurance proceeds and any accumulated insurance proceeds balance (reflected in the Firefighters' Relief and Pension Plan actuarial valuation) as stated in this paragraph.

ARTICLE (38)

SECTION 125 PLANS

SECTION 1. The City will make available a Section 125 plan on a group basis to bargaining unit employees to the same degree that such a plan is provided to other non-managerial City employees.

SECTION 2. The City reserves the right to terminate or alter provisions of the Section 125 plan or any part thereof for unit members on the same terms as all other City employees, but agrees to provide the Union notice and an opportunity for the Union to request and participate in impact bargaining before the change is made.

SECTION 3. The wages of employees for pension contributions and pension benefit purposes will be based on the gross wages, before the Section 125 redirection.

SECTION 4. Nothing herein, or in the Section 125 plan, except requirements established by the Internal Revenue Service governing the administration of such plans, shall affect the provisions for Health and Life Insurance under Article XV.

SECTION 5. If the City implements a Retirement Health Savings Plan during the life of this contract the collective bargaining members will be eligible at implementation date.

ARTICLE (39)

DEFERRED COMPENSATION

SECTION 1. Bargaining unit members will be eligible to participate in the deferred compensation program, as established under Article IV Deferred Compensation Plan, Division 1. "For Non-Social Security Participants employed since January 1, 1960" of the Pensacola Code, as it conforms to Section 457 of the U.S. Internal Revenue Code, provided that the City will make no contributions to the deferred compensation account of any employee participating under this plan.

SECTION 2. Any employee under this collective bargaining agreement will be allowed to enter the plan at each annual enrollment period.

ARTICLE (40)

BENEFIT MEETINGS

SECTION 1. Upon request of the Union, representatives of the Human Resource Department will have the opportunity to meet with bargaining unit members to explain to them the provisions of the benefit programs adopted by this bargaining agreement. The times and places for these presentations will be scheduled in coordination with the Fire Chief during scheduled work hours.

ARTICLE (41)

FAMILY LEAVE

The City will comply with the Family Medical Leave Act. The Fire Chief will work closely with the Chief Human Resources Director, on a case-by-case basis, to determine if a reasonable amount of additional time beyond FMLA benefits is justified to allow the employee to return to full duty work.

ARTICLE (42)

MINIMUM STAFFING

SECTION 1. MINIMUM STAFFING – The City agrees to maintain the following minimum levels of daily staffing in the fire department:

- A. 5 Engines each staffed as follows:
 - 1 Captain or Acting Captain
 - 1 Lieutenant or Acting Lieutenant
 - 1 Firefighter
- B. 1 Engine (Engine 4) staffed as follows:
 - 1 Captain or Acting Captain
 - 1 Lieutenant or Acting Lieutenant
 - 2 Firefighters
- C. 2 Ladders each staffed as follows:
 - 1 Captain or Acting Captain
 - 1 Lieutenant or Acting Lieutenant
 - 1 Firefighter

In addition, the City shall maintain one Battalion Chief and two full time professional fire personnel for a total of twenty-eight (28) full-time personnel to be staffed each day.

Apparatus staffing levels may be temporarily reduced during times when an Engine or Ladder is placed out of service temporarily for maintenance or training and shift personnel may be temporarily reassigned or deployed in other response capacities for special events, marine/water emergencies etc. provided these periods of time do not exceed four (4) hours.

SECTION 3. HAND-HELD RADIOS

The City agrees to provide each on-duty Firefighter, Lieutenant and Captain a hand-held radio while on duty with the City.

SECTION 4. SUNSET PROVISION

Notwithstanding Section 2 of Article 53, this Article 42 will expire on October 1, 2023, which is the end of the term of this collective bargaining agreement as defined in Article 53, Section 1 herein.

ARTICLE (43)

IAFF ACTIVITIES

The Employer will grant three hundred (300) hours annually for use as IAFF Pool Time. Members of the bargaining team may arrange swaps for any hours above the three hundred (300) hours. This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session, arbitration, or attendance at IAFF functions. Approval of such time shall be authorized by the IAFF President, Vice-President, Treasurer, or Secretary. Time will be charged in increments of one (1) hour. The IAFF may rollover not more than a total of three hundred (300) unused hours to subsequent contract. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

ARTICLE (44)

PRINTING OF AGREEMENT

The City will furnish one (1) copy of the final signed and fully executed agreement following ratification by the City Council to the Union.

ARTICLE (45)

ANNUAL MEETING

The Union Executive Board shall meet on an annual basis for a maximum of one (1) hour, during the first 10 days of August each year with the City Administrator and the Chief Human Resources Director to discuss issues that may benefit both the City and the collective bargaining unit.

ARTICLE (46)

EMPLOYMENT OF RELATIVES

The purpose of this policy is to allow all candidates an equal opportunity for employment and advancement with the City of Pensacola, while prohibiting favoritism and avoiding conflicts of interest regarding relatives of employees.

Definition:

Relatives are defined as: father, mother, son, daughter, brother, sister, uncle, aunt, grandparent, grandchild, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister or registered domestic partner and their family as defined in Article 25.

Prohibited Relationships

1. Appointing authorities may not appoint, employ, promote, transfer, or advance any relative in or to a position where the appointing authority exercises jurisdiction or control.
2. The appointment, employment, promotion, advancement, or transfer of a relative into any division, activity, or section is prohibited if the action creates a relationship where a relative would supervise (directly or indirectly), make or influence personnel decisions concerning a relative, or creates a conflict of interest or the appearance of a conflict of interest. Prior to relatives being employed in the same career ladder or series, one must be enrolled in the city's Deferred Retirement Option Plan (DROP).

This rule does not prohibit continued employment of employees becoming relatives by marriage while working in the same division, activity, or section, so long as a prohibited relationship is not created.

Appointment, employment, promotion, advancement, or transfer of relatives within a division, activity, or section must be specifically authorized by the City Administrator.

SECTION 47
DRUG FREE WORKPLACE

Members of the collective bargaining unit agree to be active participants in the City's drug-free workplace program and comply with the drug-free workplace policy. The Employer's policy is to employ a workforce free from the use of illegal drugs either on or off the job, and free from alcohol in the workplace. Any employee determined to be in violation of this policy is subject to disciplinary action up to and including termination, even for the first offense. It is a Standard of Conduct of the Employees of this Employer that employees shall not use illegal drugs or abuse legal ones. In order to maintain this standard, the Employer shall establish and maintain the programs and rules set forth here.

Testing to be included in this provision includes the following situations:

1. Pre-hire testing of all new safety sensitive employees.
2. Testing of active safety sensitive employees randomly as directed by the City Clinic. Lists are to be produced monthly and shall include all "certified" personnel in the fire department from the rank of Fire Chief and below. Lists will be generated and managed through the City's third party testing center. Random lists are not to include more than 5% of the total number of active participants in the fire department at the time of the list generation.
3. Routine fitness for duty tests as directed by the City Clinic.
4. Reasonable suspicion testing in accordance with the City's Drug Free Workplace policy in effect on the date of ratification of this agreement.
5. Post-accident. Any employee of the collective bargaining unit involved in an accident while at work. This includes both accidents that result in personal injury as well as any accidents that occur while the employee is driving a City vehicle. The employee should contact their supervisor or the City Clinic immediately following an accident to make sure required alcohol and drug testing procedures are followed.
6. Return-to-duty and follow-up testing in accordance with the City's Drug Free Workplace Policy.

Applicants and/or Employees who are directed by the City Clinic staff or supervisor to report to the Clinic or an approved collection facility for a drug/alcohol test and refuse to take a drug or alcohol test may result in a refusal to hire and/or termination; the employee forfeiting his or her eligibility for medical or indemnity benefits under State Worker's Compensation; and is cause for disciplinary action up to, and including, dismissal of the employee which may also cause denial of Unemployment Compensation.

It is the Employer's policy that an employee found with the presence of illegal drugs and/or alcohol in his/her system, in possession of, using, selling, trading, or offering for sale illegal drugs during working hours, at government functions, or on City premises (including parking lots) may be subject to disciplinary action up to and including discharge. The use of any over the counter products that contain illegal drugs is expressly prohibited. Anyone observing a violation of this policy must report it to his or her immediate supervisor, and that violation be reported to the Fire Chief.

Drugs prescribed by the employee's physician may be taken during work hours. The employee should notify the supervisor if the use of properly prescribed medication will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

As a condition of employment, employees must abide by the terms of this policy and must notify the Employer in writing of any conviction of a violation of a criminal drug statute immediately and/or as soon as possible based on the factors involved in the situation but to be reported PRIOR to the employee returning to work.

All provisions contained in the City's Drug Free Workplace and Vehicle Use Policies (in effect on the date of the ratification of this Agreement) are incorporated in this Article unless specifically addressed herein.

ARTICLE (48)

SAFETY COMMITTEE

The City agrees to the formation of safety committees which will conform to the requirements of Chapter 633, Florida Statutes. The committees will have the following features:

- There will be one safety committee, composed of members appointed by the Battalion Chief of each watch and a fourth member appointed by the Union.
- The function of the safety committee will be in conformance with the rules and regulation promulgated by the Division of State Marshal.
- The Fire Chief or his designee will confer with the safety committee.

ARTICLE (49)

OPEN ARTICLE

ARTICLE (50)

CONTRACT REOPENERS

There shall be no Contract Reopeners during the term of this agreement.

EDUCATIONAL REIMBURSEMENT PROGRAM

SECTION 1. PURPOSE

The educational reimbursement program encourages personal development through formal education so that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the City of Pensacola. Individual courses that are part of a degree, licensing, or certification program must be related to the employees current job duties or a foreseeable future position. The City of Pensacola will reimburse employees for the costs of obtaining undergraduate or graduate degrees in accordance with the provisions of this policy. Employees should contact Human Resources for more information about educational reimbursement.

SECTION 2. FUNDING LIMITS

The City shall provide bargaining unit members with a pool of money available for educational reimbursement (in accordance with this policy) that shall be capped at \$ 40,000 per fiscal year. It is understood that these funds will be available on a first come, first serve basis and there shall be no reimbursement for that fiscal year after the annual \$ 40,000 funding has been exhausted for that year.

Reimbursement will be available during each fiscal year for courses that have a COMPLETION date between October 1st and the following September 30th for that fiscal year. There shall be NO reimbursement for any courses that had a completion date prior to October 1, 2020.

SECTION 3. APPLICATION

Employees seeking educational reimbursement for completion of a certification course that is listed on the pre-authorized list must submit a copy of his or her final grades/certificate of completion within forty-five (45) days of completion of the course, to the Fire Chief or designee to be forwarded to the Chief Human Resources Director for final review and payment. The employee also must submit a receipt issued by the educational organization indicating the class has been paid in full and there is a zero balance due. The employee is responsible for ensuring there is money available from the annual reimbursement allotment. Employees participating in pre-authorized training courses both acknowledge and understand that they will not be reimbursed for courses beyond the allotment of funding establish for the education reimbursement benefit. The pre-authorized list of eligible courses will be mutually agreed upon by City management and the union. Courses will not be added or removed without mutual consent of the Chief Human Resources Director, the Fire Chief, and the union president.

Employees requesting educational reimbursement for courses not listed on the pre-authorized list must, prior to registration, submit an application for reimbursement on the Application for Education Benefits Form (PF-202), to the Fire Chief or designee for approval prior to class registration. Each course must be part of a curriculum related to an employee's present position with the City or a reasonable promotional objective as determined by the Human Resources Director. Once this determination has been made, then the approved request form (PF 202) will be submitted by the Fire Chief or designee to the Human Resources Division, before course registration commences.

In order to receive reimbursement, an employee must submit a copy of his or her final grades within forty-five (45) days of completion of the course, to the Fire Chief or designee to be forwarded to the Chief Human Resources Director for final review and payment. The employee also must submit a receipt issued by the educational organization indicating the class has been paid for and there is a zero balance due.

When an employee has received advance approval for education reimbursement, following the receipt of grades at the end of a course, the employee must have achieved a grade of "C" or better; however, an employee will not receive reimbursement by the City for any course for which the employee has also received reimbursement or payment from any other source.

The City encourages all employees to utilize courses offered by the University of West Florida or Pensacola State College. Approved reimbursement will be made at the prevailing hourly course rate for "in state" students, utilized at the University of West Florida or at Pensacola State College, respectively.

Employees who otherwise meet the educational reimbursement criteria set forth above but who elect to attend a college or university other than the University of West Florida or Pensacola State College may receive reimbursement in an amount not to exceed the higher rate of the University of West Florida or Pensacola State College. If attending a college or university that allows a deferred payment plan, the employee is responsible for any payment to that institution exceeding the cost set forth in the above criteria. The City will not be responsible for payment to that institution, if the rate exceeds the prevailing "in state" rate of the University of West Florida or Pensacola State College.

SECTION 4. REPAYMENT OBLIGATIONS

Employees seeking to receive educational reimbursement from the City of Pensacola shall accept a contractual employment condition obligating the employee to remain in the employment of the City of Pensacola for a period of six months for each 15 hours of paid reimbursement. This obligation shall be cumulative in nature. Employees who voluntarily sever employment with the City of Pensacola prior to fulfilling the employment obligations set forth above shall reimburse the City of Pensacola for any remaining balance of educational reimbursement, and employees will be obligated to consent to pay such balance from any funds in the possession of or managed by the City of Pensacola before any remaining balances are paid to the terminating employee.

Employees receiving tuition payment for vocational credits such as enrollment in the fire academy are subject to a repayment agreement to be executed by the employee prior to entering into the vocational education program. In the event that such an employee should voluntarily terminate his or her employment with the City within two (2) years of receipt of amount paid by the City to attend the fire academy, the employee shall be contractually responsible for repayment to the City of the cost incurred to attend such school. Employees will be required to consent in advance to allow the City to recoup such funds from any funds in the possession of or managed by the City of Pensacola prior to the employee receiving the balance of such funds after reimbursement has been made.

SECTION 5. EDUCATIONAL REIMBURSEMENT BENEFITS

Required Courses: The City will reimburse 100% of tuition books, and fees for any employee attaining a "C" grade or better in a course that is required by the City. Upon completion of the course, all books or course material will become property of the City.

Voluntary Job-Related Courses: The City will reimburse 100% of the tuition up to the prevailing in state rates at either Pensacola State College or University of West Florida, only for any employee who voluntarily takes a course which is directly related to their job, and who attains a "C" grade or better in the approved course. The Fire Chief or his designee will be the signing authority on determining if a course is job related, along with review by the Chief Human Resources Director for reimbursement purposes.

Non-Job Related Courses: The City will reimburse 50% of tuition only for any employee who voluntarily takes a course and who attains a "C" grade or better even though that course is not job related.

High School Diploma: Any employee wishing to obtain their high school diploma or G.E.D. will be reimbursed 100% for any tuition, book or fee expenses they may incur.

Tax Status: All educational reimbursements are subject to income tax laws and regulations as determined by the Internal Revenue Service. Employees may have to report any amounts received under the Educational Reimbursement Plan as taxable income.

ARTICLE (52)

ENTIRE AGREEMENT

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

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

ARTICLE (53)

TERM OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from 12:00 a.m. October 1, 2020 through 11:59 p.m. October 1, 2023.

SECTION 2. With the exception of Article 42 herein, if no new or successor agreement has been reached by October 1, 2023 , then this Agreement will stay in effect until a new contract is ratified.

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

City Administrator

President IAFF Local 707

Date

Date

Fire Chief

Vice President IAFF Local 707

Date

Date

ATTEST:

City Clerk

THE DATE OF RATIFICATION OF THIS CONTRACT IS: _____

Final Agreement - City of Pensacola and IAFF Local 707

APPENDIX

- Annual Performance Evaluation Form
- Performance Evaluation Instructions
- Performance Plan Feedback Worksheet
- Memo for Record Form
- Memo for Record Example

Pensacola Fire Department

Annual Performance Evaluation

Evaluation Period: _____ – _____



Last Name	First Name	MI	Rank	Years of Service	Date

Refer to: *Performance Evaluation Instructions*

SCORING NOTES: Provide examples/descriptions and documentation for all "Exceptional" (5), Exceeds Expectations (4), "Does Not Meet Expectations" (2), and "Unacceptable" (1) scores. "Does Not Meet Expectations" (2) and "Unacceptable" (1) scores require a written *Performance Improvement Plan* approved by the Battalion Chief.

Professional Standards (25% of score)

Consider compliance with directives and policies, and professional behavior.

- ☐ 5 – Exceptional
- ☐ 4 – Exceeds Expectations
- ☐ 3 – Meets Expectations
- ☐ 2 – Does Not Meet Expectations
- ☐ 1 – Unacceptable

_____ x .25 = _____
Above Score Weighted Score

Safety (25% of score)

Consider compliance with safety directives, as well as job preparation.

- ☐ 5 – Exceptional
- ☐ 4 – Exceeds Expectations
- ☐ 3 – Meets Expectations
- ☐ 2 – Does Not Meet Expectations
- ☐ 1 – Unacceptable

_____ x .25 = _____
Above Score Weighted Score

Teamwork & Initiative (20% of score)

Consider interactions and willingness to work with others, as well as overall attitude and effort.

- ☐ 5 – Exceptional
- ☐ 4 – Exceeds Expectations
- ☐ 3 – Meets Expectations
- ☐ 2 – Does Not Meet Expectations
- ☐ 1 – Unacceptable

_____ x .20 = _____
Above Score Weighted Score

Training & Development (20% of score) Consider compliance with training requirements, as well as initiative for further development.		<div style="margin-bottom: 10px;"> <input type="checkbox"/> 5 – Exceptional <input type="checkbox"/> 4 – Exceeds Expectations <input type="checkbox"/> 3 – Meets Expectations <input type="checkbox"/> 2 – Does Not Meet Expectations <input type="checkbox"/> 1 – Unacceptable </div> <div style="text-align: right;"> _____ x .20 = _____ Above Score Weighted Score </div>	
Community Involvement & Public Safety Advocacy (10% of score) Consider volunteer community activity and Pensacola Fire Department representation.		<div style="margin-bottom: 10px;"> <input type="checkbox"/> 5 – Exceptional <input type="checkbox"/> 4 – Exceeds Expectations <input type="checkbox"/> 3 – Meets Expectations <input type="checkbox"/> 2 – Does Not Meet Expectations <input type="checkbox"/> 1 – Unacceptable </div> <div style="text-align: right;"> _____ x .10 = _____ Above Score Weighted Score </div>	
Additional Comments 		<div style="text-align: center; margin-top: 20px;"> _____ Total of Weighted Scores </div> <div style="margin-top: 20px;"> 3.50 - 5.00 - Exceeds Expectations 2.50 - 3.49 - Meets Expectations 0 - 2.49 - Does Not Meet Expectations </div>	
Signing below indicates you read and understood the <i>Performance Evaluation Instructions</i>.			
Supervisor's Signature	Date	Employee's Signature	Date
Battalion Chief's Signature	Date	Assistant Chief's Signature	Date
Fire Chief's Signature		Date	

Pensacola Fire Department

Performance Evaluation Instructions

Evaluation Period: _____ – _____



Evaluate performance using the five categories below. Considerations and sample minimum ("Meets") expectations are included as guides for scoring.

Captains, Lieutenants, and Firefighters who "Meets Expectations" (3) in all five categories may improve category scores to "Exceeds Expectations" (4) or "Exceptional" (5) by performing and documenting those services listed as "Above Minimum Requirements." Category scores of 4 and 5, require written feedback with documentation. Scores of 2 and 1, require a written *Performance Improvement Plan* approved by the Battalion Chief.

Acceptable forms of documentation: ER reports/logs; Captain's written Memo for Record (approved by Battalion Chief).

1. Professional Standards (25% of score)

Consider compliance with directives and policies, as well as professional behavior.

- Reports to work as scheduled, on-time – reliable
- Follows Uniform/Grooming policy
- Complies with all regulations, policies, and expectations
- Displays proficiency in emergency operations
- Shows problem-solving and decision-making skills
- Communicates respectfully with customers and department members
- Treats customers with kindness and compassion

Above Minimum Requirements

- Performs additional (extra) maintenance/upgrade to any apparatus, equipment, fire station, or PFD property
- Prepares and implements any plan that improves safety, service, innovation, or quality (coordinates approval through Battalion Chief)
- Performs additional 6 hours mentoring/instructing a probationary Firefighter or Fire Cadet

2. Safety (25% of score)

Consider compliance with safety directives, as well as job preparation.

- Wears and uses PPE properly
- Follows ICS
- Maintains state of readiness (self, crew, apparatus, station)
- *Lieutenant:* Operates apparatus safely/efficiently without incident
- *Company Officer:* uses crew accountability/ feedback system; implements ICS

Above Minimum Requirements

- Completes PFD Physical Ability Exam (PAT) within entrance exam scores (as documented in ER Training Log)
- Performs minimum of 10 hours of ISO physical fitness training as documented in ER Training Log

3. Teamwork & Initiative (20% of score)

Consider interactions with others, willingness to collaborate, overall attitude and effort.

- Collaborates with peers/builds teams
- Accepts supervision/feedback
- Completes assigned duties with respectful attitude
- Performs collateral duties
- Initiates projects/develops programs

Above Minimum Requirements

- Serves in one, or more, of the following: Watch Field Training Officer (FTO), Honor Guard, Honor Guard Liaison, GSTC Liaison, EMT Team Coordinator, SCBA Technician, Communications Liaison, PFD Committee
- Teaches in-house structured course: BLS CPR; fire service/EMS, or customer service training on all three Watches

4. Training & Development (20% of score)

Consider compliance with training requirements, as well as initiative for further development.

- Completes mandatory training
- Maintains/attains certification
- Seeks professional development opportunities

Above Minimum Requirements

- Completes an additional 3 hours of ISO Facility Training
- Passes Lieutenant or Captain promotional exam process
- Completes 60-hour New Driver check-off training
- Attains and/or maintains one, or more, of the following: Helmsman qualification, EMT or Paramedic certification, Car Seat Technician qualification, fire service-related Florida certification (beyond Certificate of Compliance)
- Complete fire/EMS-related college course, conference or seminar

5. Community Involvement & Public Safety Advocacy (10% of score)

Consider volunteer community activity and PFD representation.

- Participates in community risk-reduction activities
- Advocates for Public Safety

Above Minimum Requirements

- Serves as Fire Services/EMS Instructor
- Goes above and beyond on apparatus demonstration or station tour (requires letter of recognition from Company Officer)
- Serves as Fire Services/EMS/Public Safety Instructor
- Volunteers for community events and programs, or non-profit organizations

Refer to: Performance Evaluation Instructions

Pensacola Fire Department Performance Plan/Feedback Worksheet



Last Name	First Name	MI	Rank	Date
Type of Feedback: <input type="checkbox"/> Initial <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Performance Improvement Plan: Reassessment				
Primary Duties & Responsibilities:				
Professional Standards: Consider compliance with directives and policies, and professional behavior. <input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds				
Safety: Consider compliance with safety directives, as well as job preparation. <input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds				
Teamwork & Initiative: Consider interactions and willingness to work with others, as well as overall attitude and effort. <input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds				
Training & Development: Consider compliance with training requirements, as well as initiative for further development. <input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds				
Community Involvement & Public Safety Advocacy: Consider volunteer community activity and Pensacola Fire Department representation. <input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds				

MEMO FOR RECORD

TO:

FROM:

DATE:

SUBJECT:





MEMO FOR RECORD

TO: Rank and Name

FROM: Rank and Name

DATE: Date Memo is Written

SUBJECT: ALL CAPS

-
1. Information on the (meeting, conference, telephone conversation, incident, person involved, etc.)
 2. This and subsequent paragraphs will contain:
 - a. Date, background and discussion (when necessary for clarity).
 - b. Conclusions reached and decisions made.
 - c. Staff agencies responsible for specific action (if applicable).

Signature

1 HBJ2020



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 49-20

City Council

12/10/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 49-20 AMENDING SECTION 9-6-26 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA FIREFIGHTERS' DEFERRED COMPENSATION PROHIBITING FUTURE CONTRIBUTIONS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 49-20 on first reading.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING FUTURE CONTRIBUTIONS ARTICLE III SECTIONS 9-6-20 THROUGH 9-6-26, A FIREFIGHTERS DEFERRED COMPENSATION PLAN; PROVIDING FOR APPLICABILITY OF ORDINANCE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Social Security Replacement Program for Firefighters was established effective June 15, 2015 as part of the Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707 Collective Bargaining Agreement for Fiscal years 2015 - 2017. The Social Security Replacement Plan was provided to offset the reduction in the spousal benefit approved in the Firefighters' Relief and Pension Plan Special Act and agreed upon in the IAFF Collective Bargaining Agreement. The Collective Bargaining Agreement beginning October 1, 2020 through October 1, 2023 will restore the spousal benefit back to 75% of the retiree's benefit amount with no reduction to the retiree's pension. Therefore, the Social Security Replacement Plan is no longer needed to replace the spousal benefit reduction and is being closed.

PRIOR ACTION:

February 12, 2015 - City Council ratified the Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707 Collective Bargaining Agreement for Fiscal Years 2015 through 2017 providing the Social Security Replacement Plan to firefighters hired after the date of the pension changes.

FUNDING:

N/A

FINANCIAL IMPACT:

Costs associated with the restoration of the spousal benefit have been estimated to be approximately \$5,000 per year and the cost for the 300 hours of pensionable overtime is approximately \$27,691 as determined by the Fire Pension Actuary. However those costs will not occur in Fiscal Year 2021 but will be incorporated in future year proposed budgets.

CITY ATTORNEY REVIEW: Yes

11/24/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director
Ted Kirchharr, Human Resources Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 49-20

PRESENTATION: No

PROPOSED
ORDINANCE NO. 49-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 9-6-23 OF THE CODE OF
THE CITY OF PENSACOLA, FLORIDA; PROHIBITING
ADDITIONAL FUNDING OF THE FIREFIGHTERS' DEFERRED
COMPENSATION PLAN; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 9-6-23 of the Code of the City of Pensacola, Florida is hereby amended to read as follows:

Sec. 9-6-23. - Funding.

- (a) The deferred compensation plan shall be funded with contributions of both the city and the employee in the following manner:
 - (1) If the employee elects to participate, he must contribute a mandatory amount equal to one (1.0) percent of his compensation.
 - (2) The city shall contribute a mandatory amount equal one (1.0) percent of compensation for each participating employee.
 - (3) The employee may contribute an additional amount on a voluntary basis up to the maximum amount allowed by law.
 - (4) The city shall contribute an additional amount equal to the amount of the voluntary contribution of each employee up to but not exceeding five and seven-tenths (5.7) percent of compensation.
- (b) The contributions to fund the deferred compensation plan shall be distributed in the following manner:
 - (1) Each employee's contribution, both the one (1.0) percent of compensation mandatory contribution and the up to five and seven-tenths (5.7) percent of compensation additional voluntary contribution, shall be deposited in the plan's deferred compensation account for each employee in accordance with the terms of the deferred compensation plan.

- (2) The first one (1.0) percent of the city's one (1.0) percent of compensation mandatory contribution shall be used to fund first the deferred compensation plan disability and survivor plan, provided for in Division 2 of this chapter, on behalf of all participants; the remaining city contributions after funding the deferred compensation plan disability and survivor plan shall be deposited in the defined contribution plan account of employees in accordance with the terms of the defined contribution plan.
- (3) The city's contribution of up to an additional five and seven-tenths (5.7) percent of compensation to match employee's voluntary contribution of up to an additional five and seven-tenths (5.7) percent of compensation shall be deposited in the defined contribution plan account of employees in accordance with the terms of the defined contribution plan.
- (4) City contributions to an employee's defined contribution plan account shall cease during any calendar year at the time such employee contributions to that account cease.
- (c) Effective December 10, 2020, all additional and future contributions to this fund by the city and the employee shall cease.

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00788

City Council

12/10/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

EXTENSION OF ORDINANCE NO. 15-20 REQUIRING THE MANDATORY WEARING OF FACE COVERINGS IN BUSINESSES WITHIN THE CITY LIMITS.

RECOMMENDATION:

That City Council extend Ordinance No. 15-20 requiring the mandatory wearing of face coverings in businesses within the City Limits until February 25, 2021.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Conditions presented by the threat of Covid-19 posed a threat to the public health that required a dynamic emergency response. The use of face coverings was identified as a measure to assist in preventing individuals who may be shedding the Covid-19 virus from spreading it to other individuals. To reduce the spread of the disease, the Centers for Disease Control and Prevention ("CDC") recommended the use of cloth face coverings in public settings where other social distancing measures are difficult to maintain, such as inside businesses.

On June 22, 2020, after Florida reported more than 4,000 new cases of Covid-19 in a single day, State Surgeon General Scott Rivkees issued an additional public health advisory recommending people wear face coverings in any setting where social distancing is not possible, stating that in gatherings of fewer than 50 people, individuals should maintain at least six feet distance from each other and wear a face covering.

The numbers for daily hospitalizations have risen recently requiring continued vigilance in protecting the citizenry during this third and possibly fourth wave of infection. While practicing CDC guidelines in order to help prevent the spread of COVID-19, the CDC recommends the wearing of masks in public settings around people who don't live in your household and when you are unable to stay 6 feet away from others. Masks help stop the spread of COVID-19 to others. That is the intent of this ordinance.

Within Ordinance No.15-20, Section 6. Sunset Date., states, "Unless rescinded or extended by subsequent act of the City Council, this Emergency Ordinance shall sunset upon the expiration of the City's state of emergency as it may be extended." In the event the State of Emergency expires, a

Council extension of Ordinance No. 15-20 serves to separate the Ordinance from the State of Emergency.

PRIOR ACTION:

March 9, 2020 - Governor Ron DeSantis issued Executive Order Number 20-52 declaring a state of emergency for the State of Florida

March 13, 2020 - President Donald J. Trump declared a state of emergency for the United States of America beginning March 1, 2020

March 16, 2020 - The Escambia County Board of County Commissioners issued Resolution R2020-24 declaring a state of emergency for Escambia County

April 29, 2020 - Governor Ron DeSantis issued Executive Order Number 20-112 initiating Phase 1 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery

June 3, 2020 - Governor Ron DeSantis issued Executive Order Number 20-139, initiating Phase 2 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery.

June 30, 2020 - City Council adopted Emergency Ordinance No. 15-20, requiring the wearing of face coverings in businesses within the city limits. The ordinance expires with the City's state of emergency unless terminated earlier or extended by the City Council.

August 13, 2020 - City Council most recently extended the City's declaration of a state of emergency until September 24, 2020.

September 24, 2020 - Attempt to repeal Ordinance No. 15-20 failed 0-7.

October 22, 2020- City Council extended Ord. 15-20 until December 10, 2020

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Ordinance No. 15-20

PRESENTATION: No

PROPOSED
ORDINANCE NO. 36-20

ORDINANCE NO. 15-20

AN ORDINANCE
TO BE ENTITLED:

AN EMERGENCY ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA, REQUIRING THE WEARING OF FACE COVERINGS; PROVIDING DEFINITIONS; PROVIDING MANDATORY REQUIREMENTS; PROVIDING EXCEPTIONS; PROVIDING A PENALTY THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 9, 2020, the Governor of Florida issued Executive Order Number 20-52, declaring a State of Emergency for the state of Florida related to COVID-19; and

WHEREAS, on March 18, 2020, the Mayor for the City of Pensacola issued Declaration of State of Emergency 20-01 declaring a state of emergency; and

WHEREAS, both the State's state of emergency order and the City's state of emergency declaration have been extended since the original issuances and currently are in effect; and

WHEREAS, COVID-19 poses a health risk to the residents of the City, particularly elderly residents and those who are immunosuppressed or otherwise have high-risk medical conditions; and

WHEREAS, the City finds that COVID-19 presents a danger to the health, safety, and welfare of the public; and

WHEREAS, COVID-19 is spread through airborne transmission from individuals speaking, coughing, and sneezing, and infectious droplet nuclei can spread for a great distance, although how far is not fully understood at present; and

WHEREAS, since April of 2020, the City has proactively directed the implementation of numerous efforts, including an aggressive communications campaign, to encourage persons in the City to practice social distancing, wash and sanitize their hands, clean high touch surfaces, and wear face coverings as community mitigation strategies to decrease the spread of COVID-19; and

WHEREAS, Governor DeSantis has issued a series of executive orders to re-open Florida, and some of the restrictions to flatten the curve and slow the spread of COVID-19 have correspondingly been relaxed; and

WHEREAS, the re-opening of the State has led and will continue to lead to more contact between individuals and the potential for increased community spread of the disease; and

WHEREAS, despite mitigation efforts, as reported by Florida Department of Health Officer (“Department of Health”) John Lanza, the number of positive cases of COVID-19 in Escambia County has spiked with 159 positive cases reported on June 25, 2020, an average of 59 new cases each day for the previous seven days, and a seven-day positivity rate of 4.58% for the week beginning June 14, 2020, versus 2.23% for the previous seven days, which indicates greater local community spread and transmission of the disease; and

WHEREAS, federal and state health officials have indicated that they expect additional cases of COVID-19 to be identified in the coming days and, based on the highly contagious nature of COVID-19, additional person-to-person transmission is likely; and

WHEREAS, conditions presented by the threat of COVID-19 continue to pose a threat to the public health that requires dynamic emergency response, including the imposition of additional mitigation strategies as conditions require; and

WHEREAS, the use of face coverings has been identified as a measure to assist in preventing individuals who may be shedding the COVID-19 virus from spreading it to other individuals; and

WHEREAS, to reduce the spread of the disease, the Centers for Disease Control and Prevention (“CDC”) recommends the use of cloth face coverings in public settings where other social distancing measures are difficult to maintain, such as inside businesses; and

WHEREAS, the CDC advises that the virus can spread between persons interacting in close proximity even if those persons are asymptomatic (persons not exhibiting symptoms) or are pre-symptomatic (persons who transmit the virus to others before showing symptoms); and

WHEREAS, on June 22, 2020, after Florida reported more than 4,000 new cases of COVID-19 in a single day, State Surgeon General Scott Rivkees issued an additional public health advisory recommending people wear face coverings in any setting where social distancing is not possible, stating that in gatherings of fewer than 50 people, individuals should maintain at least six feet distance from each other and wear a face covering; and

WHEREAS, the CDC recommends only simple cloth face coverings for the general population and not surgical masks or N-95 respirators because these are critical supplies that must continue to be reserved for healthcare workers and other medical first responders; and

WHEREAS, cloth face coverings are relatively inexpensive, readily available, and can be made from household items, for which the CDC provides online guidance for making “do-it-yourself” face coverings for people who cannot or do not want to buy one from the increasing sources producing and selling face coverings; and

WHEREAS, the CDC and Dr. Rivkees delineates circumstances in which a face covering should not be worn; and

WHEREAS, adopting mandatory face covering requirements via ordinance instead of relying on an emergency order allows for enforcement through civil citations, fines, and other non-criminal means rather than criminal citations and prosecution; and

WHEREAS, the City Council specifically finds that the threat to public health at present constitutes an emergency within the meaning of section 166.041(3)(b), Florida Statutes, and that the adoption of this ordinance as an emergency ordinance is warranted; NOW THEREFORE

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Findings. The legislative findings recited above are true and correct and are incorporated herein by reference as if fully set forth.

SECTION 2. Definitions.

- (a) A “business” is a location with a roof overhead under which any business is conducted, goods are made, stored, processed, sold, or made available for sale, or where services are rendered, and includes outside extensions of the business, including patio areas and areas under a license to use agreement. The term includes transportation network companies, such as Ubers and Lyft; vehicles operated for mass transit except for ECAT buses and other mass transit controlled by Escambia County; taxis; pedicabs; limousines for hire; rental cars; other passenger vehicles for hire; and locations where non-profit, governmental, and quasi-governmental entities facilitate public interactions and conduct business. The term does not include places of worship.
- (b) A “face covering” is a material that covers the nose and mouth and that fits snugly against the sides of the face so there are no gaps. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. Coverings with materials made of multiple layers is highly encouraged. A cloth face covering may be factory-made or sewn by hand, or the cloth face covering can be improvised from household items. The CDC has posted additional information regarding how to make, wear, and wash a cloth face covering at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html>.
- (c) “Wearing a face covering” means wearing a face covering over the person’s nose and mouth and snugly against the sides of the face.
- (d) A “lodging establishment” shall have the same meaning as the term “transient public lodging establishment” has in section 509.013(4)(a)1, Florida Statutes (2019). Accordingly, for purposes of this Emergency Ordinance, a “lodging establishment” means any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods

of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

SECTION 3. Mandatory requirements.

- (a) An individual in a business must wear a face covering while in that business establishment.
- (b) All persons who own, manage, or are employed by a business located in the City must wear a face covering while on-duty and having direct or indirect customer contact, including persons working in a kitchen or otherwise preparing or serving food or beverages to customers.
- (c) Each business must post signage notifying individuals of the requirement to wear a face covering as provided by this Emergency Ordinance.
- (d) Nothing herein shall require or allow a person to wear a face covering to conceal the identity of the wearer in violation of Chapter 876, Florida Statutes.

SECTION 4. Exceptions.

This Emergency Ordinance shall not apply to:

- (a) A child under six years of age.
- (b) A person who has one or more medical conditions or disabilities that prevent wearing a face covering, including anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove a face covering without assistance. A person asserting this exception for medical conditions or disabilities is not required to carry or produce documentation verifying the health condition to a business or law enforcement.
- (c) A person who is communicating with an individual who is hearing impaired who needs to see the mouth of the person speaking to facilitate communication.
- (d) An individual who is obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service.
- (e) Public safety, police, fire, and other life safety and health care personnel whose personal protective equipment requirements are governed by their respective agencies and employers.
- (f) A person in a government building owned or controlled by the federal, state, or Escambia County governmental entity or agency, the Escambia County School Board, or a County constitutional officers. If the governmental entity or agency occupies only part of a building, this Emergency Ordinance does not apply to that portion of the building.
- (g) A person exercising while observing at least six feet of distancing from other persons.

- (h) Persons while eating or drinking. It is the intent of this provision that a face covering be worn while traversing a business for ingress and egress, to use the restroom facilities, and while standing when persons are unable to maintain at least six feet of distancing.
- (i) Business owners, managers, and employees who are in an area of a business that is not open to customers, patrons, or the public, provided that six feet of distance exists between persons. *This exception does not apply to employees who are present in the kitchen or other food and beverage preparation area of a business – those persons must wear face coverings.*
- (j) An individual in a lodging establishment who is inside of the lodging unit, including, but not limited to, a hotel room, motel room, vacation rental unit, timeshare unit, or similar unit.
- (k) Children in a business operating as a daycare or children's camp so long as the business is following CDC and Escambia County Department of Health guidelines for those activities.

SECTION 5. Enforcement.

- (a) An initial violation of this Emergency Ordinance is a noncriminal infraction. A violation of this Emergency Ordinance does not authorize the search or arrest of an individual. Prior to the issuance of a non-criminal citation, the individual will be directed to comply with the Emergency Ordinance or be able to explain how an exception in Section 3 applies to them. Failure to comply with the requirements of this Emergency Ordinance presents a serious threat to the public health, safety, and welfare, and a citation may be issued for such a violation after the inquiry referenced above.
- (b) The penalty for a violation of this Emergency Ordinance is:
 - (1) For a first offense, a fine of \$50.00.
 - (2) For a second offense, a fine of \$125.00.
 - (3) For a third offense, a fine of \$250.00.
 - (4) For a fourth or subsequent offense, this ordinance may be enforced pursuant to section 1-1-8 of the City Code.
- (c) This Emergency Ordinance may be enforced through a complaint for injunctive relief in Circuit Court seeking to enjoin violations that occur within the city limits.

SECTION 6. Sunset Date. Unless rescinded or extended by subsequent act of the City Council, this Emergency Ordinance shall sunset upon the expiration of the City's state of emergency as it may be extended.

SECTION 7. Severability. 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 8. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflicts.

SECTION 9. The City Council finds that an emergency exists necessitating the adoption of this ordinance at a single meeting. This ordinance shall take effect immediately upon its passage by the City Council.

Adopted: June 30, 2020

Approved: Jewel Cannella-Wynne
President of City Council

Attest:

Debra L. Burnett
City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2020-58

City Council

12/10/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-58 - CONTRACTS PAYABLE

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2020-58.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Council adopted Supplemental Budget Resolution No. 2020-56 at the November 12, 2020 City Council Meeting, which carried forward encumbered purchase order balances. Historically, the Encumbrance Carryover Budget Resolutions have been net of contracts payable, representing work completed on outstanding purchase orders by September 30th expensed back to the prior fiscal year. Encumbrances carried forward to the new fiscal year are typically reduced by the amount expensed to contracts payable in the previous fiscal year. However, due to the timing of the November 2020 City Council meeting, the contracts payables were not available, and the full amount of the encumbered purchase order balances were carried forward on Supplemental Budget Resolution No. 2020-56.

Supplemental Budget Resolution No. 2020-58 will reduce the amounts carried forward by the amount expensed to contracts payable in the previous fiscal year.

A separate Supplemental Resolution will be brought before Council at the December 10, 2020 meeting to cover the unencumbered carryovers.

PRIOR ACTION:

September 23, 2020 - City Council formally adopted a beginning FY 2021 Budget on Budget Resolution No. 20-43.

November 12, 2020 - City Council adopted Supplemental Budget Resolution No. 2020-56, covering

purchase orders payable.

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the contracts payable budget resolution are offset by either a reduction of fund balance or a reduction in estimated revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2021.

CITY ATTORNEY REVIEW: Yes

11/6/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 20-58
- 2) Supplemental Budget Explanation No. 20-58

PRESENTATION: No

**RESOLUTION
NO. 2020-58**

**A RESOLUTION
TO BE ENTITLED:**

**A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021;
PROVIDING FOR AN EFFECTIVE DATE.**

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

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

A. GENERAL FUND

As Reads:	State Reimbursements	312,469
Amended		
To Read:	State Reimbursements	280,576
As Reads:	Purchase Orders Payable	1,019,901
Amended		
To Read:	Purchase Orders Payable	754,377

B. COMMUNITY DEVELOPMENT BLOCK GRANT FUND

As Reads:	Federal Grants	1,183,991
Amended		
To Read:	Federal Grants	1,139,463
As Reads:	Purchase Orders Payable	46,191
Amended		
To Read:	Purchase Orders Payable	1,663

C. COMMUNITY REDEVELOPMENT FUND

As Reads:	Purchase Orders Payable	182,566
Amended		
To Read:	Purchase Orders Payable	136,779

D. STORMWATER UTILITY FUND

As Reads:	Purchase Orders Payable	38,464
Amended		
To Read:	Purchase Orders Payable	9,000

E. SECTION 8 HOUSING ASSISTANCE FUND

As Reads:	Purchase Orders Payable	11,060
Amended		
To Read:	Purchase Orders Payable	10,163

F. NATURAL DISASTER FUND

As Reads:	Federal Grants	10,502,258
Amended		
To Read:	Federal Grants	8,778,925
As Reads:	Purchase Orders Payable	10,502,258
Amended		
To Read:	Purchase Orders Payable	8,778,925

G. GOLF COURSE FUND		
As Reads:	Purchase Orders Payable	17,162
Amended		
To Read:	Purchase Orders Payable	6,025
H. INSPECTIONS FUND		
As Reads:	Purchase Orders Payable	39,252
Amended		
To Read:	Purchase Orders Payable	35,272
I. RECREATION FUND		
As Reads:	Purchase Orders Payable	27,167
Amended		
To Read:	Purchase Orders Payable	21,204
J. COMMUNITY MARITIME PARK MANAGERMENTS SERVICES FUND		
As Reads:	Purchase Orders Payable	49,195
Amended		
To Read:	Purchase Orders Payable	36,228
K. LOCAL OPTION SALES TAX FUND		
As Reads:	Purchase Orders Payable	3,970,049
Amended		
To Read:	Purchase Orders Payable	3,699,350
L. CRA SERIES 2017 PROJECT FUND		
As Reads:	Purchase Orders Payable	3,795,876
Amended		
To Read:	Purchase Orders Payable	3,661,495
M. CRA SERIES 2019 PROJECT FUND		
As Reads:	Purchase Orders Payable	237,395
Amended		
To Read:	Purchase Orders Payable	235,102
N. LOST SERIES 2017 PROJECT FUND		
As Reads:	Purchase Orders Payable	1,961,875
Amended		
To Read:	Purchase Orders Payable	1,030,879
O. STORMWATER CAPITAL PROJECTS FUND		
As Reads:	Purchase Orders Payable	906,745
Amended		
To Read:	Purchase Orders Payable	767,335
P. GAS UTILITY FUND		
As Reads:	Purchase Orders Payable	1,456,481
Amended		
To Read:	Purchase Orders Payable	1,337,239
Q. SANITATION FUND		
As Reads:	Purchase Orders Payable	355,711
Amended		
To Read:	Purchase Orders Payable	352,840

R. PORT FUND

As Reads:	State Grants	140,906
Amended		
To Read:	State Grants	124,453
As Reads:	Purchase Orders Payable	393,211
Amended		
To Read:	Purchase Orders Payable	370,272

S. AIRPORT FUND

As Reads:	Private Grants	1,873,040
Amended		
To Read:	Private Grants	1,789,151
As Reads:	Transfer in From Local Option Sales Tax	1,873,040
Amended		
To Read:	Transfer in From Local Option Sales Tax	1,769,753
As Reads:	Federal Grants	10,182,378
Amended		
To Read:	Federal Grants	10,085,996
As Reads:	Purchase Orders Payable	14,499,231
Amended		
To Read:	Purchase Orders Payable	13,582,828

T. CENTRAL SERVICES FUND

As Reads:	Charges for Services - Technology Resources	3,055,444
Amended		
To Read:	Charges for Services - Technology Resources	3,035,616
As Reads:	Purchase Orders Payable	107,457
Amended		
To Read:	Purchase Orders Payable	87,629

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
DECEMBER 2020 CONTRACTS PAYABLE
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2020-58

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
State Reimbursements	(31,893)	Decrease estimated revenues for State Reimbursements
Sub-Total Estimated Revenues	(31,893)	
Fund Balance	(233,631)	Decrease appropriated fund balance.
Total Estimated Revenues and Fund Balance	(265,524)	
Appropriations		
Purchase Orders Payable	(265,524)	Decrease Encumbrance Carryover - Contracts Payable
B. COMMUNITY DEVELOPMENT BLOCK GRANT FUND		
Federal Grants	(44,528)	Decrease estimated revenue from Federal Grants
Total Estimated Revenues	(44,528)	
Appropriations		
Purchase Orders Payable	(44,528)	Decrease Encumbrance Carryover - Contracts Payable
C. COMMUNITY REDEVELOPMENT FUND		
Fund Balance	(45,787)	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	(45,787)	Decrease Encumbrance Carryover - Contracts Payable
D. STORMWATER UTILITY FUND		
Fund Balance	(29,464)	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	(29,464)	Decrease Encumbrance Carryover - Contracts Payable

THE CITY OF PENSACOLA
DECEMBER 2020 CONTRACTS PAYABLE
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2020-58

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
E. SECTION 8 HOUSING ASSISTANCE FUND		
Fund Balance	<u>(897)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(897)</u>	Decrease Encumbrance Carryover - Contracts Payable
F. NATURAL DISASTER FUND		
Estimated Revenues		
Federal Grants	<u>(1,723,333)</u>	Decrease estimated revenues for Federal Grants
Total Estimated Revenues	<u>(1,723,333)</u>	
Appropriations		
Purchase Orders Payable	<u>(1,723,333)</u>	Decrease Encumbrance Carryover - Contracts Payable
G. GOLF COURSE FUND		
Fund Balance	<u>(11,137)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(11,137)</u>	Decrease Encumbrance Carryover - Contracts Payable
H. INSPECTIONS FUND		
Fund Balance	<u>(3,980)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(3,980)</u>	Decrease Encumbrance Carryover - Contracts Payable
I. RECREATION FUND		
Fund Balance	<u>(5,963)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(5,963)</u>	Decrease Encumbrance Carryover - Contracts Payable

THE CITY OF PENSACOLA
DECEMBER 2020 CONTRACTS PAYABLE
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2020-58

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
J. COMMUNITY MARITIME PARK MGT SVCS FUND		
Fund Balance	<u>(12,967)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(12,967)</u>	Decrease Encumbrance Carryover - Contracts Payable
K. LOCAL OPTION SALES TAX FUND		
Fund Balance	<u>(270,699)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(270,699)</u>	Decrease Encumbrance Carryover - Contracts Payable
L. CRA SERIES 2017 PROJECT FUND		
Fund Balance	<u>(134,381)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(134,381)</u>	Decrease Encumbrance Carryover - Contracts Payable
M. CRA SERIES 2019 PROJECT FUND		
Fund Balance	<u>(2,293)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(2,293)</u>	Decrease Encumbrance Carryover - Contracts Payable
N. LOST SERIES 2017 PROJECT FUND		
Fund Balance	<u>(930,996)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(930,996)</u>	Decrease Encumbrance Carryover - Contracts Payable

THE CITY OF PENSACOLA
DECEMBER 2020 CONTRACTS PAYABLE
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2020-58

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
O. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	<u>(139,410)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(139,410)</u>	Decrease Encumbrance Carryover - Contracts Payable
P. GAS UTILITY FUND		
Fund Balance	<u>(119,242)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(119,242)</u>	Decrease Encumbrance Carryover - Contracts Payable
Q. SANITATION FUND		
Fund Balance	<u>(2,871)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(2,871)</u>	Decrease Encumbrance Carryover - Contracts Payable
R. PORT FUND		
Estimated Revenues		
State Grants	<u>(16,453)</u>	Decrease estimated revenues for State Grants
Total Estimated Revenues	<u>(16,453)</u>	
Fund Balance	<u>(6,486)</u>	Decrease appropriated fund balance.
Total Estimated Revenues and Fund Balance	<u>(22,939)</u>	
Appropriations		
Purchase Orders Payable	<u>(22,939)</u>	Decrease Encumbrance Carryover - Contracts Payable

THE CITY OF PENSACOLA
DECEMBER 2020 CONTRACTS PAYABLE
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2020-58

FUND	AMOUNT	DESCRIPTION
S. AIRPORT FUND		
Estimated Revenues		
Federal Grants	(96,382)	Decrease estimated revenues for Federal Grants
Private Grants	(83,889)	Decrease Funding From Private Grants
Transfer In From Local Option Sales Tax Fund	(103,287)	Decrease Transfer in From Local Option Sales Tax
Total Estimated Revenues	<u>(283,558)</u>	
Fund Balance	<u>(632,845)</u>	Decrease appropriated fund balance.
Total Estimated Revenues and Fund Balance	<u><u>(916,403)</u></u>	
Appropriations		
Purchase Orders Payable	<u><u>(916,403)</u></u>	Decrease Encumbrance Carryover - Contracts Payable
T. CENTRAL SERVICES FUND		
Estimated Revenues		
Charges for Services - Technology Resources	<u>(19,828)</u>	Decrease estimated revenues for Charges For Services - Technology Resource
Total Estimated Revenues	<u><u>(19,828)</u></u>	
Appropriations		
Purchase Orders Payable	<u><u>(19,828)</u></u>	Decrease Encumbrance Carryover - Contracts Payable



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2020-59

City Council

12/10/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-59 - FY 2021 NON-ENCUMBERED
CARRYOVER BUDGET RESOLUTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2020-59.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN
EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Purchase orders carried forward on a separate budget resolution were approved by City Council on November 12, 2020. The attached unencumbered carryover budget resolution includes appropriations for the following:

- Items budgeted in FY 2020 but not purchased or encumbered

For various reasons, certain items that were budgeted in FY 2020 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 \$6,654 are being carried forward to FY 2021.

Additionally, balances remaining for the MBE Program, Pensacola Neighborhood Challenge Grants, Human Relations Commission, Saenger Theatre Capital Projects, Tree Planting Trust Fund, Homeless Initiatives, Public Works, Special Grants Fund, Community Redevelopment Agency Fund, Section 8 Housing Assistance Fund, Law Enforcement Trust Fund, Natural Disaster Fund, Eastside TIF Fund, Westside TIF 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, and Innovation & Technology

Department.

At the November 12, 2020, City Council Meeting, City Council approved Supplemental Budget Resolution No. 2020-53. This was the final amendment to the Fiscal Year 2020 Budget. Included in that resolution was an appropriation of \$60,107 for employee morale recognition activities. Of that amount, \$10,000 has been appropriated and has been divided between the various departments, based on the number of positions within each department.

- Items to be purchased with additional unexpended FY 2020 appropriations

In some instances, departments have requested that unexpended appropriations be used to fund items that were not anticipated when the FY 2021 Budget was prepared. Sufficient unexpended FY 2020 appropriations are available to fund these requests.

A total of \$5,400 is being carried forward to provide funding for cell phones and tablets for the four new councilmembers. Additionally, a total of \$55,000 has been carried forward to provide funding for training of the new councilmembers as well as funding for costs associated with various town hall meetings, mailers, and other notifications on behalf of City Councilmembers. An appropriation of \$75,000 has been included in the City Council's Repairs & Maintenance line item and \$10,000 in Non-Capitalized Assets to provide funding to address various changes/adjustments needed within Council Chambers as well as any unforeseen upgrades or necessary items for the conducting of meetings within City Hall. Under the City Charter, Section 6.08, a districting commission shall prepare a plan for dividing the City into districts for the election of Council members following each decennial census. An appropriation of \$50,000 is included within the City Council Budget to provide funding for technical assistance related to accomplishing the redistricting.

At the Final Public Hearing on the Fiscal Year 2021 Budget, City Council expressed a desire to reallocate funding within the Local Option Sales Tax (LOST) Series IV Plan. Included in the reallocation was a shift from Energy Conservation & Efficiency Improvements to a new project entitled Street Lighting with an appropriation of \$200,920 and is to be used for street lighting within each City Council District. At the October 12, 2020, City Council Meeting, Supplemental Budget Resolution No. 2020-51 was adopted and within that resolution was an appropriation of \$200,920 for Street Lighting. Additionally, at the October 19, 2020 City Council Workshop, there was a discussion regarding the Street Lighting Plan. Mayor Robinson informed City Council that funding was included in the Fiscal Year 2021 Budget for Street Lighting. However, upon evaluating the different needs for street lighting, it was determined that not all would qualify for LOST funding. Therefore, a total amount of \$105,000 has been appropriated within the City Council's Budget to provide \$15,000 for each City Councilmember's district for those items that do not qualify for LOST funding.

An additional \$10,000 has been appropriated within the Human Resources Department to provide funding for much-needed replacement of furniture within the Training and Conference Rooms.

At the July 14, 2020, City Council Meeting, City Council authorized the Lee Square Confederate Monument's removal. The monument was removed during the October-November 2020 timeframe. The total costs associated with the removal are estimated to be slightly under \$150,000. The Supplemental Budget Resolution includes appropriations for the costs associated with the removal of the monument.

An additional \$200,000 has been appropriated in the General Fund for additional funding for State Reimbursed projects conducted by Public Works and will be offset with an increase in estimated revenue.

The dance floor at the Gull Point Community Center and the Sanders Beach-Corinne Jones Community Center's security panel need replacements/upgrades. A total amount of \$5,000 has been appropriated to address these two areas.

As part of the reallocation of LOST IV funds, City Council authorized funding in the amount of \$250,000 to purchase a new Street Sweeper. However, there was not sufficient funding to purchase a second Street Sweeper. Therefore \$87,000 has been appropriated in the Stormwater Utility Fee Fund to provide for the refurbishment of the second Street Sweeper.

Within the Non-Departmental budget in the General Fund, an additional \$12,500 has been appropriated for the Gulf Coast Minority Chamber of Commerce to provide additional funding for the organization. An additional \$25,000 has been appropriated for the UWF Historic Trust in order to provide funding for the celebration of 200th Anniversary for both Florida and Escambia County which will occur during 2021.

At the end of Fiscal Year 2020, the Tree Planting Trust Fund had an unencumbered balance of \$528,007. This balance has been appropriated to allow for implementation once a plan for these funds has been determined.

At the second public hearing on the Fiscal Year 2021 Budget, City Council approved the reprioritization of Local Option Sales Tax Fund projects. There was a reduction in future year projects. This resolution will reduce those Fiscal Year 2021 projects that were reprioritized.

- Appropriation of Fund Balance

Fund Balance is appropriated as necessary to cover the planned expenditures noted above.

FEMA will provide 75% of the costs associated with the repairs and cleanup of the damages incurred from Hurricane Sally. The remaining 25% will be split between the State of Florida and the City of Pensacola. Therefore, \$1,800,000 of available Fund Balance within the General Fund is being assigned to ensure the City has sufficient funds for the required

General Fund 12.5% match. Should additional funding become necessary, a supplemental budget resolution will be brought before the City Council for consideration.

- Changes in Revenue Estimates

The oversight of the collection of Boat Launch Fees has been shifted from the Parks and Recreation Department in the General Fund to the Parking Management Fund. Therefore, Boat Launch Fee revenue in the amount of \$18,000 has been shifted from the General Fund to the Parking Management Fund.

Within the Community Development Block Grant Fund, additional funding is anticipated from the Federal Government and has been appropriated to provide additional funding.

Within the Stormwater Utility Fee Fund, revenue from the State Right of Way Maintenance has decreased. The City of Pensacola maintains various State Roads as part of an agreement with the State of Florida. One of the maintenance areas is the General Daniel "Chappie" James Bridge (Three Mile Bridge). With the bridge's ongoing construction, coupled with the damage caused by Hurricane Sally, the bridge is no longer being maintained by the City, thus reducing revenue from the State by \$10,200.

Based on Fiscal Year 2020 revenues in the Inspection Services Fund, an additional \$32,700 has been appropriated for Building Permits in anticipation of increased activity due to Hurricane Sally recovery efforts. Offsetting this increase is an appropriation of \$6,400 to purchase laptops to provide for teleworking during the COVID-19 crisis.

On October 11, 2018, City Council authorized the Mayor to execute an eighteen-month option agreement with Studer Properties, LLP, for the seven vacant Community Maritime Park parcels. In consideration, the City received an option payment of \$271,659, representing 20% of the post-development base rent. Additionally, on March 26, 2020, City Council authorized the Mayor to execute an addendum to the Agreement extending the Option Term by twelve months to March 31, 202. In consideration for the addendum, the City will receive a \$90,553.20 Addendum Option Payment, payable in installments of \$7,546.10 per month. On April 20, 2020, Studer Properties issued a Request for Proposals to provide interested developers with an opportunity to submit a development proposal. An independent selection committee reviewed the proposals, and of the six proposals received, three were recommended. At the October 8, 2020 City Council Meeting, City Council authorized the Mayor to execute assignments of the Option Agreement with the three entities. Upon assignment, all option payments made by Studer Properties and any future option payments made by the three entities will be considered earned by the City and deposited into the City's Community Maritime Park Management Service Fund for use in developing the Community Maritime Park. Therefore, a total of \$362,213 has been appropriated to provide funding for professional services associated with the Community Maritime Park development.

Based on Fiscal year 2020 revenues in the Sanitation Fund, revenues from Residential Refuse Containers have been increased by \$38,000 and is offset with a reduction in the same amount for Business Refuse Containers.

An effort has been made to aggressively close existing claims within the Risk Management activity of Financial Services. This has increased costs associated with that effort. The supplemental budget resolution includes an additional \$1,000,000 to address this increased effort.

The appropriation for the Special Assessments Fund is being made to provide funding for the demolition of various structures.

- Other Changes

At the October 8, 2020 City Council Meeting, Supplemental Budget Resolution No. 2020-48 was adopted, creating funding for the Parking Management Fund. Included in that resolution was an appropriation for Allocated Overhead for costs associated with providing general services to the Parking Management operations. However, an offsetting change was not made within the General Fund at that time. This supplemental budget resolution includes the offsetting \$40,000 in Allocated Overhead/(Cost Recovery) within the Office of the Mayor as the direct oversight of Parking Management is within the City Administrator's Office. In future years, the Parking Management Allocated Overhead will be included in the Cost Allocation Study and will be allocated according to that study.

As outlined in the Financial Planning and Administration Policy, those amounts appropriated in budget line items for salary increases must remain as adopted unless changed by a supplemental budget resolution. The Fiscal Year 2021 Budget included a separate line item appropriation entitled "9196 - Salary Increases (Non-Union)" which was an average 2% performance-based salary increase for non-union employees. The Fiscal Year 2021 Budgeted included an additional line item appropriation entitled "9195 - Salary Increases (Union)" which also represented an average 2% performance-based salary increase for all employees represented by collective bargaining agreements. Pay increases for all non-union and union employees were effective October 1, 2020. 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 23, 2020 - City Council formally adopted a beginning FY 2021 Budget on Budget Resolution No. 2020-

November 12, 2020 - City Council adopted Supplemental Budget Resolution No. 2020- covering purchase orders payable.

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 2021.

CITY ATTORNEY REVIEW: Yes

11/30/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2020-59
- 2) Supplemental Budget Explanation No. 2020-59

PRESENTATION: No

**RESOLUTION
NO. 2020-59**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021;
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	1,279,704
As Reads:	State Reimbursable Agreements	312,469
Amended		
To Read	State Reimbursable Agreements	512,469
As Reads:	Boat Launch Fees	18,000
Amended		
To Read	Boat Launch Fees	0
1) City Council		
As Reads:	Operating Expenses	589,875
Amended		
To Read	Operating Expenses	896,929
2) Mayor		
As Reads:	Allocated Overhead/(Cost Recovery)	(834,900)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(874,900)
3) Human Resources		
As Reads:	Operating Expenses	220,732
Amended		
To Read	Operating Expenses	230,732
4) Financial Services		
As Reads:	Operating Expenses	380,700
Amended		
To Read	Operating Expenses	409,893

5) Planning Services		
To:	Grants & Aids	37,435
6) Parks & Recreation		
As Reads:	Operating Expenses	3,133,599
Amended		
To Read	Operating Expenses	3,343,046
7) Public Works		
As Reads:	Operating Expenses	3,614,699
Amended		
To Read	Operating Expenses	4,164,865
8) Non-Departmental		
As Reads:	Grants and Aids - Saenger Theatre Capital	144,273
Amended		
To Read	Grants and Aids - Saenger Theatre Capital	386,682
As Reads:	Grants and Aids - Gulf Coast Minority Chamber of Commerce	25,000
Amended		
To Read	Grants and Aids - Gulf Coast Minority Chamber of Commerce	37,500
As Reads:	Grants and Aids - Human Relations Commission	89,000
Amended		
To Read	Grants and Aids - Human Relations Commission	167,500
As Reads:	Grants and Aids - UWF Historic Trust	2,400
Amended		
To Read	Grants and Aids - UWF Historic Trust	27,400
B. TREE PLANTING TRUST FUND		
	Fund Balance	528,007
To:	Operating Expenses	528,007
C. HOUSING INITIATIVES FUND		
	Fund Balance	515,879
To:	Operating Expenses	515,879
D. SPECIAL GRANTS FUND		
To:	Miscellaneous	78,893
To:	State Grants	173,800
As Reads:	Federal Grants	456,850
Amended		
To Read:	Federal Grants	2,259,193
As Reads:	Personal Services	51,000
Amended		

To Read:	Personal Services	137,187
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As Reads:	Operating Expenses	46,383
Amended		
To Read:	Operating Expenses	332,866
As Reads:	Capital Outlay	228,367
Amended		
To Read:	Capital Outlay	1,198,941
As Reads:	Grants & Aids	131,100
Amended		
To Read:	Grants & Aids	842,892

E. COMMUNITY DEVELOPMENT BLOCK GRANT FUND

As Reads:	Federal Government	1,183,991
Amended		
To Read:	Federal Government	1,548,882
As Reads:	Grants & Aids	684,144
Amended		
To Read:	Grants & Aids	1,049,035

F. COMMUNITY REDEVELOPMENT AGENCY FUND

	Fund Balance	4,165,718
As Reads:	Operating Expenses	2,624,048
Amended		
To Read:	Operating Expenses	5,274,069
As Reads:	Capital Outlay	120,958
Amended		
To Read:	Capital Outlay	786,982
As Reads:	Grants & Aids	211,160
Amended		
To Read:	Grants & Aids	1,060,833

G. STORMWATER UTILITY FEE FUND

	Fund Balance	97,200
As Reads:	FDOT Right of Way	99,600
Amended		
To Read:	FDOT Right of Way	89,400
As Reads:	Operating Expenses	35,964
Amended		
To Read:	Operating Expenses	122,964

H. PARKING MANAGEMENT FUND

To:	Boat Launch Fees	18,000
As Reads: Amended	Operating Expenses	633,954
To Read:	Operating Expenses	651,954

I. SECTION 8 HOUSING ASSISTANCE FUND

	Fund Balance	1,776,743
As Reads: Amended	Personnel Services	1,221,100
To Read:	Personnel Services	1,229,100
As Reads: Amended	Operating Expenses	18,720,660
To Read:	Operating Expenses	19,997,260
As Reads: Amended	Capital Outlay	22,000
To Read:	Capital Outlay	45,059
As Reads: Amended	Grants and Aids	469
To Read:	Grants and Aids	469,553

J. LAW ENFORCEMENT TRUST FUND

	Fund Balance	56,035
To:	Personnel Services	7,000
To:	Operating Expenses	43,833
To:	Capital Outlay	5,202

K. NATURAL DISASTER FUND

To:	State Grants	8,440,547
As Reads: Amended	Federal Grants	10,502,258
To Read:	Federal Grants	40,278,164
As Reads: Amended	Operating Expenses	10,436,207
To Read:	Operating Expenses	48,613,395
As Reads: Amended	Capital Outlay	66,051
To Read:	Capital Outlay	105,316

L. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND

Fund Balance		674,503
To:	Capital Outlay	51,500
To:	Grants and Aids	280,611
As Reads: Amended	Operating Expenses	81,200
To Read:	Operating Expenses	423,592

M. INSPECTION SERVICES FUND

As Reads: Amended	Building Permits	860,000
To Read:	Building Permits	892,700
As Reads: Amended	Operating Expenses	401,843
To Read:	Operating Expenses	408,243

M. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND

Fund Balance		402,582
As Reads: Amended	Operating Expenses	417,600
To Read:	Operating Expenses	740,032
As Reads: Amended	Grants and Aids	95,000
To Read:	Grants and Aids	175,150

O. COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND

To:	Parcels Option Payments	362,213
As Reads: Amended	Operating Expenses	1,021,295
To Read:	Operating Expenses	1,383,508

P. LOCAL OPTION SALES TAX FUND

Fund Balance		26,983,274
To:	Transfer to Airport	14,712,368
To:	Transfer to Port	239,768
As Reads: Amended	Capital Outlay	99,432,465
To Read:	Capital Outlay	111,463,603

Q. CRA SERIES 2017 CAPITAL PROJECTS FUND

	Fund Balance	6,705,403
To:	Operating Expenses	100,983
As Reads: Amended	Capital Outlay	3,795,876
To Read:	Capital Outlay	10,400,296

R. CRA SERIES 2019 CAPITAL PROJECTS FUND

	Fund Balance	17,836,500
To:	Operating Expenses	1,655,705
As Reads: Amended	Capital Outlay	237,395
To Read:	Capital Outlay	16,418,190

S. STORMWATER CAPITAL PROJECTS FUND

	Fund Balance	3,730,524
As Reads: Amended	Operating Expenses	500,734
To Read:	Operating Expenses	1,174,914
As Reads: Amended	Capital Outlay	2,951,411
To Read:	Capital Outlay	6,007,755

T. GAS UTILITY FUND

	Fund Balance	527,800
As Reads: Amended	Capital Outlay	2,278,960
To Read:	Capital Outlay	2,806,760

U. SANITATION FUND

As Reads: Amended	Residential Refuse Containers	4,738,200
To Read:	Residential Refuse Containers	4,776,200
As Reads: Amended	Business Refuse Containers	162,400
To Read:	Business Refuse Containers	124,400

V. PORT FUND

	Fund Balance	134,835
To:	Transfer in From Local Option Sales Tax Fund	239,768
As Reads: Amended	State Grants	140,906
To Read:	State Grants	1,191,806
As Reads: Amended	Operating Expenses	1,307,475
To Read:	Operating Expenses	1,466,408
As Reads: Amended	Capital Outlay	457,536
To Read:	Capital Outlay	1,724,106

W. AIRPORT FUND

	Fund Balance	1,532,630
As Reads: Amended	Federal Grant Revenue	10,182,378
To Read:	Federal Grant Revenue	29,209,227
As Reads: Amended	State Grant Revenue	1,084,600
To Read:	State Grant Revenue	67,959,600
As Reads: Amended	Private Grant Revenue	2,390,741
To Read:	Private Grant Revenue	110,302,334
As Reads: Amended	Transfer in From Local Option Sales Tax Fund	1,355,339
To Read:	Transfer in From Local Option Sales Tax Fund	16,067,707
As Reads: Amended	Operating Expenses	10,464,447
To Read:	Operating Expenses	18,223,283
As Reads: Amended	Capital Outlay	20,789,984
To Read:	Capital Outlay	223,089,588

X. INSURANCE RETENTION FUND

	Fund Balance	10,000
As Reads:	Claims	4,500,000
Amended		
To Read:	Claims	5,500,000
As Reads:	Operating Expenses	686,700
Amended		
To Read:	Operating Expenses	696,700
As Reads:	Non-Operating - Claims	4,500,000
Amended		
To Read:	Non-Operating - Claims	5,500,000

Y. CENTRAL SERVICES FUND

As Reads:	Charges for Services - Technology Resources	3,055,444
Amended		
To Read:	Charges for Services - Technology Resources	3,479,891

1) Technology Resources

As Reads:	Operating Expenses	1,291,048
Amended		
To Read:	Operating Expenses	1,680,295
As Reads:	Capital Outlay	65,596
Amended		
To Read:	Capital Outlay	100,796

Z. SPECIAL ASSESSMENTS FUND

To:	Special Assessments	100,000
To:	Other Non-Operating	100,000

AA. ALL FUNDS

As Reads:	9111 - Salaries	41,680,004
Amended		
To Read:	9111 - Salaries	42,581,304
As Reads:	9195 - Salary Increases (Union)	428,300
Amended		
To Read:	9195 - Salary Increases (Union)	0
As Reads:	9196 - Salary Increases (Non-Union)	473,000
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 Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Estimated Revenues		
State Reimbursable Agreements	200,000	Increase estimated revenue from State Reimbursable Agreements
Boat Launch Fees	(18,000)	Decrease estimated revenue from Boat Launch Fees
Total Revenues	<u>182,000</u>	
Fund Balance	(1,800,000)	Decrease appropriated Fund Balance To Increase Reserve for General Fund City Portion of 12.5% for Hurricane Sally
Fund Balance	2,837,295	Increase appropriated fund balance - FY 2020 Departmental Carryforward
Sub-Total Fund Balance	<u>1,037,295</u>	
Fund Balance	242,409	Increase appropriated fund balance - Saenger Theatre
Total Revenues & Fund Balance	<u><u>1,461,704</u></u>	
Appropriations		
(1) City Council		
Operating Expenses	307,054	Increase appropriation for Operating Expenses - FY 2020 Carryforward
(2) Mayor		
Allocated Overhead/(Cost Recovery)	(40,000)	Increase appropriation - Parking Management Allocated Overhead/(Cost Recovery)
(3) Human Resources		
Operating Expenses	10,000	Increase appropriation for Operating Expenses - FY 2020 Carryforward
(4) Financial Services		
Operating Expenses	29,193	Increase appropriation for Operating Expenses - FY 2020 Carryforward
(5) Planning Services		
Grants & Aids	37,435	Appropriate funding for Grants & Aids (PNC) - FY 2020 Carryforward
(6) Parks & Recreation		
Operating Expenses	209,447	Increase appropriation for Operating Expenses - FY 2020 Carryforward
(7) Public Works		
Operating Expenses	550,166	Increase appropriation for Operating Expenses - FY 2020 Carryforward
(8) Non-Departmental		
Grants and Aids - Saenger Theatre Capital	242,409	Increase appropriation - Saenger Capital Purchases - FY 2020 Carryforward
Grants and Aids - Gulf Coast Minority Chamber of Commerce	12,500	Increase appropriation for Gulf Coast Minority Chamber of Commerce - Additional Amount
Grants and Aids - Human Relations Commission	78,500	Increase appropriation for Human Relations Commission - Fair Housing (HRC) - FY 2020 Carryforward
Grants and Aids - UWF Historic Trust	25,000	Increase appropriation for UWF Historic Trust - 200th Anniversary Celebration of Florida and Escambia County
Total Appropriations	<u><u>1,461,704</u></u>	

THE CITY OF PENSACOLA
DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59

FUND	AMOUNT	DESCRIPTION
B. TREE PLANTING TRUST FUND		
Fund Balance	<u>528,007</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>528,007</u>	Appropriate funding for Operating Expenses - FY 2020 Carryforward
Total Appropriations	<u>528,007</u>	
C. HOUSING INITIATIVES FUND		
Fund Balance	<u>515,879</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>515,879</u>	Appropriate funding for Operating Expenses - FY 2020 Carryforward
Total Appropriations	<u>515,879</u>	
D. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	1,802,343	Increase estimated revenue from Federal Grants
Miscellaneous	78,893	Appropriate estimated revenue from Miscellaneous Revenue
State Grants	<u>173,800</u>	Appropriate estimated revenue from State Grants
Total Estimated Revenues	<u>2,055,036</u>	
Appropriations		
Personnel Services	86,187	Increase appropriation Personnel Services - FY 2020 Carryforward
Operating Expenses	286,483	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Capital Outlay	970,574	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Grants & Aids	<u>711,792</u>	Increase appropriation for Grants & Aids - FY 2020 Carryforward
Total Appropriations	<u>2,055,036</u>	
E. COMMUNITY DEVELOPMENT BLOCK GRANT FUND		
Estimated Revenues		
Federal Government	<u>364,891</u>	Increase estimated revenue from Federal Government
Total Estimated Revenues	<u>364,891</u>	
Appropriations		
Grants & Aids	<u>364,891</u>	Increase appropriation for Grants & Aids - Additional Federal Funding
Total Appropriations	<u>364,891</u>	

THE CITY OF PENSACOLA
DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59

FUND	AMOUNT	DESCRIPTION
F. COMMUNITY REDEVELOPMENT AGENCY FUND		
Fund Balance	<u>4,165,718</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	1,720,290	Increase appropriation for Operating Expenses - FY 2020 Carryover - Affordable Housing
Operating Expenses	240,142	Increase appropriation for Operating Expenses - FY 2020 Carryover - Urban Core-Redev Plan Update
Operating Expenses	116,323	Increase appropriation for Operating Expenses - FY 2020 Carryover - Baylen Slip
Operating Expenses	98,252	Increase appropriation for Operating Expenses - FY 2020 Carryover - Garden Street Streetscape
Operating Expenses	124,294	Increase appropriation for Operating Expenses - FY 2020 Carryover - Sidewalk Repairs
Operating Expenses	350,720	Increase appropriation for Operating Expenses - FY 2020 Carryover - Complete Streets
Capital Outlay	220,235	Increase appropriation for Capital Outlay- FY 2020 Carryover - Main Streetscape
Capital Outlay	445,789	Increase appropriation for Capital Outlay - Belmont/DeVilliers Restoration
Grants & Aids	88,674	Increase appropriation for Grants & Aids - FY 2020 Carryover - AF Housing (Prop Improv Pgm)
Grants & Aids	100,000	Appropriate funding for Grants & Aids - Women Veteran's Memorial
Grants & Aids	300,000	Increase appropriation for Grants & Aids - FY 2020 Carryover - Skateboard Park
Grants & Aids	<u>360,999</u>	Increase appropriation for Grants & Aids - FY 2020 Carryover - Commercial Façade Pgm
Total Appropriations	<u>4,165,718</u>	
G. STORMWATER UTILITY FEE FUND		
Estimated Revenues		
FDOT Right of Way Maintenance	<u>(10,200)</u>	Decrease estimated revenue from FDOT Right of Way - Daniel "Chappie" James Bridge
Total Estimated Revenues	<u>(10,200)</u>	
Fund Balance	<u>97,200</u>	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>87,000</u>	
Appropriations		
Operating Expenses	<u>87,000</u>	Increase appropriation for Operating Expenses - Street Sweeper Refurbishment
Total Appropriations	<u>87,000</u>	
H. PARKING MANAGEMENT FUND		
Estimated Revenues		
Boat Launch Fees	<u>18,000</u>	Appropriate estimated revenue from Boat Launch Fees
Total Estimated Revenues	<u>18,000</u>	
Appropriations		
Operating Expenses	<u>18,000</u>	Increase appropriation for Operating Expenses - Boat Launch Fees
Total Appropriations	<u>18,000</u>	

THE CITY OF PENSACOLA
DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59

FUND	AMOUNT	DESCRIPTION
I. SECTION 8 HOUSING ASSISTANCE FUND		
Fund Balance	<u>1,776,743</u>	Increase appropriated fund balance
Appropriations		
Personnel Services	8,000	Increase appropriation for Personnel Services - FY 2020 Carryforward
Operating Expenses	1,276,600	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Capital Outlay	23,059	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Grants & Aids	<u>469,084</u>	Increase appropriation for Grants and Aids - FY 2020 Carryforward
Total Appropriations	<u>1,776,743</u>	
J. LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>56,035</u>	Increase appropriated fund balance
Appropriations		
Personnel Services	7,000	Appropriate funding for Personnel Services - FY 2020 Carryforward
Operating Expenses	43,833	Appropriate funding for Operating Expenses - FY 2020 Carryforward
Capital Outlay	<u>5,202</u>	Appropriate funding for Capital Outlay - FY 2020 Carryforward
Total Appropriations	<u>56,035</u>	
K. NATURAL DISASTER FUND		
Estimated Revenues		
Federal Grants	29,775,906	Increase estimated revenue Federal Grants - FY 2020 Carryforward
State Grants	<u>8,440,547</u>	Appropriate estimated revenue State Grants - FY 2020 Carryforward
Total Estimated Revenues	<u>38,216,453</u>	
Appropriations		
Operating Expenses	38,177,188	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Capital Outlay	<u>39,265</u>	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Total Appropriations	<u>38,216,453</u>	

THE CITY OF PENSACOLA
DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59

FUND	AMOUNT	DESCRIPTION
L. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	<u>674,503</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	101,684	Increase appropriation for Operating Expenses - FY 2020 Carryover - Property Acquisition/Mgmt
Operating Expenses	172,073	Increase appropriation for Operating Expenses - FY 2020 Carryover - Housing & Development
Operating Expenses	53,635	Increase appropriation for Operating Expenses - FY 2020 Carryover - Eastside - Plans & Studies
Capital Outlay	15,000	Increase appropriation for Operating Expenses - FY 2020 Carryover - Sidewalk Repairs
Capital Outlay	35,000	Appropriate funding for Capital Outlay - FY 2020 Carryover - Magee Field Sign
Capital Outlay	16,500	Appropriate funding for Capital Outlay - FY 2020 Carryover - Chappie James Phase II
Grants and Aids	<u>280,611</u>	Appropriate funding for Grants & Aids - FY 2020 Carryover - Affordable Housing (Prop Improv Pgm)
Total Appropriations	<u>674,503</u>	
M. INSPECTION SERVICES FUND		
Estimated Revenues		
Building Permits	<u>32,700</u>	Increase estimated revenue from Building Permits
Total Estimated Revenues	<u>32,700</u>	
Fund Balance	<u>(26,300)</u>	Decrease appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>6,400</u>	
Appropriations		
Operating Expenses	<u>6,400</u>	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Total Appropriations	<u>6,400</u>	
N. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	<u>402,582</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	44,628	Increase appropriation for Operating Expenses - FY 2020 Carryforward - Westside - Plans & Studies
Operating Expenses	5,261	Increase appropriation for Operating Expenses - FY 2020 Carryforward - Westside - Acquisition & Mgt
Operating Expenses	150,000	Increase appropriation for Operating Expenses - FY 2020 Carryforward - Westside - Sidewalk Repairs
Operating Expenses	91,400	Increase appropriation for Operating Expenses - FY 2020 Carryforward - Westside - Complete Streets
Operating Expenses	31,143	Increase appropriation for Operating Expenses - FY 2020 Carryforward - Westside - Housing & Redevelopment
Grants and Aids	<u>80,150</u>	Increase appropriation for Grants & Aids - FY 2020 Carryforward - Commercial Façade Program
Total Appropriations	<u>402,582</u>	

THE CITY OF PENSACOLA
DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59

FUND	AMOUNT	DESCRIPTION
O. COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND		
Estimated Revenues		
Parcels Option Payments	362,213	Appropriate estimated revenue from Parcels Option Payments
Total Estimated Revenues	<u>362,213</u>	
Appropriations		
Operating Expenses	362,213	Increase appropriation for Operating Expenses
Total Appropriations	<u>362,213</u>	
P. LOCAL OPTION SALES TAX FUND		
Fund Balance	52,204	Increase appropriated fund balance - Penny for Progress (PFP)
Fund Balance	<u>26,931,070</u>	Increase appropriated fund balance - LOST IV
Total Fund Balance	<u>26,983,274</u>	
Appropriations		
PFP - 113 N. "C" Street	22,202	Increase appropriation - FY 2020 Carryforward - PFP
PFP - American Creosote	30,002	Increase appropriation - FY 2019 Carryforward - PFP
LOST IV - 9th Avenue Bridge Light	48,687	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Bayview Community Center	271,506	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Bayview Park	902	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Bayview Senior Center	100,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Bill Gregory Park	25,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Burgess Road	1,497,157	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Chimney Park	15,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - City Hall Parking Lot	(200,000)	Decrease appropriation - FY 2021 Reduction After Council Reprioritization
LOST IV - Cobb Center	852,040	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - East Pensacola Heights	130,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Energy Conservation & Efficiency Improvements	(143,011)	Decrease appropriation - FY 2021 Reduction After Council Reprioritization
LOST IV - Exchange Park	165,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Fire Training Simulator	74,955	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Fricker Center	349,264	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Fire - 2019 Port Security Grant Match	52,163	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - General ADA Improvements	72,005	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - General Athletic Facilities	36,339	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - General Park Improvements	30,623	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - General Park Improvements	(6,700)	Decrease appropriation - FY 2021 Reduction After Council Reprioritization
LOST IV - Highland Terrace Park	68,021	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Intersection Improvements	85,024	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Legion Field	82,729	Increase appropriation - FY 2020 Carryforward - LOST IV

THE CITY OF PENSACOLA

DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59

FUND	AMOUNT	DESCRIPTION
LOST IV - Magee Field	1,082,367	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Malcolm Younge Gym	(150,000)	Decrease appropriation - FY 2021 Reduction After Council Reprioritization
LOST IV - Marked Police Vehicles	17,990	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Unmarked Police Vehicles	5,048	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - New Bucket Truck	17,034	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Osceola Golf Course	157,521	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Park Sidewalk Improvements	79	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Park Sidewalk Improvements	(6,200)	Decrease appropriation - FY 2021 Reduction After Council Reprioritization
LOST IV - Pavement Management Program	243,990	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Replace Rain Bird Pump Station	11,206	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Replace Rain Shelter	550	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Replace Toro Infield Sand Pro	18,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Roger Scott Swimming Pool	100,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Roger Scott Tennis Center	927,605	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Sanders Beach Corinne Jones	525,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Sidewalk Improvements	676,467	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Skateboard Park	575,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Soccer Complex	204,153	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Street Lighting	200,920	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Street Sweeper	250,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Theophalis May Center	200,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Tippin Resource Center	1,000,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Vickrey Center	300,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Wayside East Seawall	1,424,500	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - West Cervantes Street Corridor	516,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Woodland Heights Center	75,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Transfer to Airport	14,712,368	Appropriate funding for Transfer to Airport - FY 2020 Carryforward - LOST IV
LOST IV - Transer to Port	239,768	Appropriate funding for Transfer to Port - FY 2020 Carryforward - LOST IV
Total Appropriations	<u>26,983,274</u>	

THE CITY OF PENSACOLA
DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59

FUND	AMOUNT	DESCRIPTION
Q. CRA SERIES 2017 CAPITAL PROJECTS FUND		
Fund Balance	<u>6,705,403</u>	Increase appropriated fund balance
Appropriations		
Urban Core		
Ferry Grant Construction	100,983	Appropriate funding for Operating Expenses - FY 2020 Carryforward
Property Acquisition & Redevelopment	209,880	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Devilliers Streetscape Reconstruction	66,095	Increase appropriation for Capital Outlay - FY 2020 Carryforward
"A" St. Revitalization	967,140	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Devilliers St. Rehabilitation	233,556	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Reus St. Revitalization	998,584	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Eastside TIF		
Property Acquisition & Redevelopment	32,984	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Redevelopment - 1700 MLK Drive	60,000	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Chappie James Museum & Flight Academy	445,371	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Chappie James Museum & Flight Academy - Overflow Pkng	2,000	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Westside TIF		
Property Acquisition & Redevelopment	633,990	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Acquisition Lee St/W Moreno Stormwater Park	600,000	Increase appropriation for Capital Outlay - FY 2020 Carryforward
"A" St. Revitalization	1,038,690	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Lee St./W Moreno Stormwater Park	<u>1,316,130</u>	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Total Appropriations	<u>6,705,403</u>	
R. CRA SERIES 2019 CAPITAL PROJECTS FUND		
Fund Balance	<u>17,836,500</u>	Increase appropriated fund balance
Appropriations		
Urban Core		
Operating Expenses		
Sidewalk Repairs & Improvements	1,375,000	Appropriate funding for Operating Expenses (Capital Projects) FY 2020 Carryforward
Urban Core Series 2019 FD 7/25/19	280,705	Appropriate funding for Operating Expenses (Capital Projects) FY 2020 Carryforward
Capital Outlay		
SCAPE - Bruce Beach	8,588,576	Increase appropriation for Capital Outlay FY 2020 Carryforward
SCAPE - Street & Streetscape Improv	6,135,554	Increase appropriation for Capital Outlay FY 2020 Carryforward
CMP Day Marina	<u>1,456,665</u>	Increase appropriation for Capital Outlay FY 2020 Carryforward
Total Appropriations	<u>17,836,500</u>	

THE CITY OF PENSACOLA

DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59

FUND	AMOUNT	DESCRIPTION
S. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	<u>3,730,524</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	674,180	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Bayou Texar Channel Dr	78,744	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Stormwater Vaults City-Wide	817,977	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Land Acquisition Retention Pond Sites	250,000	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Pensacola Bay O/F - Alcaniz Street	99,360	Increase appropriation for Capital Outlay - FY 2020 Carryforward
"L" Street @ Kiwanis Park	18,286	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Langley Ave & Homewood	55,000	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Spanish Trail Retention Pond	139,408	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Grant Match Funding	559,204	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Pensacola Bay O/F - Spring Street	42,091	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Barrancas Ave - "E" to "L" Street	106,781	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Cordova Square Pond Rehabilitation	15,194	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Fisher Street & 11th Ave Pond Rehabe	17,600	Increase appropriation for Capital Outlay - FY 2020 Carryforward
FDEM Grant - 12th Ave & Cross	17,894	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Bayou Texar O/F - E.Cross-Yates-Esc-Osceola	32,484	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Bayou Texar O/F - Texar-17th-18th	4,356	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Davis Hwy @ Carpenters Creek (North)	30,207	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Bayou Texar O/F - Bayou Blvd, Lee, Lloyd, Stanley	47,865	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Bayou Texar O/F - Bayou Blvd, Perry, Blount, Avery	87,689	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Bayou Texar O/F - Scott, Yates, Lakeview, Strong	636,204	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Total Appropriations	<u>3,730,524</u>	
T. GAS UTILITY FUND		
Fund Balance	<u>527,800</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	<u>527,800</u>	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Total Appropriations	<u>527,800</u>	
U. SANITATION FUND		
Estimated Revenues		
Residential Refuse Containers	38,000	Increase estimated revenue from Residential Refuse Containers
Business Refuse Containers	<u>(38,000)</u>	Decrease estimated revenue from Business Refuse Containers
Total Revenues	<u>0</u>	

THE CITY OF PENSACOLA
DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59

FUND	AMOUNT	DESCRIPTION
V. PORT FUND		
Estimated Revenues		
State Grant Revenue	1,050,900	Increase estimated revenue from State Grants
Transfer in From Local Option Sales Tax Fund	239,768	Appropriate estimated revenue - Transfer in From Local Option Sales Tax Fund
Total Revenues	<u>1,290,668</u>	
Fund Balance	<u>134,835</u>	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>1,425,503</u>	
Appropriations		
Operating Expenses	58,663	Increase appropriation for Operating Expenses - FY 2020 Carryforward
State Grants - Operating Expenses	75,202	Increase appropriation for Operating Expenses - FY 2020 Carryforward
State Grants - Capital Outlay	975,698	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Port Match - Operating Expenses	25,068	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Port Match - Capital Outlay	290,872	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Total Appropriations	<u>1,425,503</u>	
W. AIRPORT FUND		
Estimated Revenues		
Federal Grant Revenue	19,026,849	Increase estimated revenue from Federal Grants
State Grant Revenue	66,875,000	Increase estimated revenue from State Grants
Private Grant Revenue	107,911,593	Increase estimated revenue from Private Grants
Transfer In From Local Option Sales Tax Fund	14,712,368	Increase estimated revenue from Transfer In From Local Option Sales Tax Fund
Total Revenues	<u>208,525,810</u>	
Fund Balance	(144,640)	Decrease appropriated fund balance - ST Aerospace
Fund Balance	<u>1,677,270</u>	Increase appropriated fund balance - Departmental
Total Fund Balance	<u>1,532,630</u>	
Total Estimated Revenues and Fund Balance	<u>210,058,440</u>	
Appropriations		
Operating Expenses - Airport O & M	1,677,270	Increase appropriation for Operating Expenses - Airport O & M - FY 2020 Carryforward
Operating Expenses - Federal Grants	6,081,566	Increase appropriation for Operating Expenses - Federal Grants - FY 2020 Carryforward
Capital Outlay - Federal Grants	12,945,283	Increase appropriation for Capital Outlay - Federal Grants - FY 2020 Carryforward
Capital Outlay - State Grants	66,875,000	Increase appropriation for Capital Outlay - State Grant - FY 2020 Carryforward
Capital Outlay - ST Aerospace	122,479,321	Increase appropriation for Capital Outlay - ST Aerospace - FY 2020 Carryforward
Total Appropriations	<u>210,058,440</u>	

THE CITY OF PENSACOLA
DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59

FUND	AMOUNT	DESCRIPTION
X. INSURANCE RETENTION FUND		
Estimated Revenue		
Claims	1,000,000	Increase estimated revenue from Claims
Total Revenues	1,000,000	
Fund Balance	10,000	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	1,010,000	
Appropriations		
Operating Expenses	10,000	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Non-Operating	1,000,000	Increase appropriation for Non-Operating - Claims
Total Appropriations	1,010,000	
Y CENTRAL SERVICES FUND		
Estimated Revenue		
Charges For Services - Technology Resources	424,447	Increase estimated revenue from Charges for Services - Technology Resources
Total Revenues	424,447	
Appropriations		
1) Technology Resources		
Operating Expenses	389,247	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Capital Outlay	35,200	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Total Appropriations	424,447	
Z. SPECIAL ASSESSMENTS FUND		
Estimated Revenue		
Special Assessments	100,000	Appropriate estimated assessment revenue from Special Assessments
Total Revenue	100,000	
Appropriations		
Other Non-Operating	100,000	Appropriate funds for Other Non-Operating
Total Appropriations	100,000	
AA. ALL FUNDS		
Appropriations		
9111 - Salaries	428,300	Transfer from 9195 - Salary Increases (Union)
9195 - Salary Increases (Union)	(428,300)	Transfer to 9111 - Salaries
9111 - Salaries	473,000	Transfer from 9196 - Salary Increases (Non-Union)
9196 - Salary Increases (Non-Union)	(473,000)	Transfer to 9111 - Salaries
Total Appropriations	0	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 45-20

City Council

12/10/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 45-20 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT - 4406 N. DAVIS HIGHWAY

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 45-20 on second reading:

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

HEARING REQUIRED: Public

SUMMARY:

Davis IMP, LLC, is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for property located at 4406 N. Davis Highway. The current zoning of the property is split between the C-1 (Retail Commercial) and R-1AAA (Single Family Residential) Zoning Districts, and the existing FLUM designation is split between C (Commercial) and LDR (Low-Density Residential).

The applicant is requesting to amend the City's Zoning Map to include the property entirely in the C-1, Retail Commercial Zoning District and the FLUM to Commercial. This will be consistent with the adjacent parcels abutting Davis highway, which are zoned C-1 and have a Commercial FLUM designation.

On October 13, 2020, the Planning Board unanimously recommended approval of amending the City's Zoning Map to C-1 and the FLUM to Commercial.

PRIOR ACTION:

November 12, 2020 - The City Council conducted a public hearing and voted to approve Proposed Ordinance No. 45-20 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

10/19/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Sherry H. Morris, Planning Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 45-20
- 2) Planning Board Rezoning and FLUM Application
- 3) Planning Board Minutes October 13 2020 DRAFT
- 4) Future Land Use Map October 2020

PRESENTATION: No

PROPOSED
ORDINANCE NO. 45-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the City Council desires to effect an amendment to a portion of the Future Land Use element of the Comprehensive Plan; and

WHEREAS, said amendment is consistent with the other portions of the Future Land Use Element and all other applicable elements of the Comprehensive Plan, as amended; and

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

WHEREAS, the City Council has followed all of the procedures set forth in §§163.3184 and 163.3187, Fla. Stat., and all other applicable provisions of law and local procedures with relation to amendment to the Future Land Use Element of the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the Comprehensive Plan and Future Land Use map of the City of Pensacola; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

LOT 3, BOONE PLACE, AS RECORDED IN PLAT BOOK 2 AT PAGE 1, OF THE
PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

the same is hereby changed to C (Commercial) Future Land Use District, fully as if all of the said real property had been originally included in City of Pensacola C (Commercial)

Future Land Use District.

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

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

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

SECTION 5. This ordinance shall 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

REZONING

Please check application type:

☐ **Conventional Rezoning**

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

☒ **Comprehensive Plan / FLUM Amendment**

(< 10 acres)

\$3,500.00

\$250.00

\$750.00

(> 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:Name: REBOL-BATTLE & Assoc. / JASON REBOL Date: July 10, 2020Address: 2301 N. 9TH AVE., PENSACOLA, FL 32501Phone: 850-438-0400 Fax: 850-438-0440 Email: JASON@REBOL-BATTLE.COM**Property Information:**Owner Name: DAVIS IMP, LLC Phone: 939-3535Location/Address: 4406 N. DAVIS HWY, PENSACOLA, FL 32503Parcel ID: 49 - 15 - 30 - 9101 - 000 - 001 Acres/Square Feet: 1.47Zoning Classification: Existing R-1AAA Proposed C-1Future Land Use Classification: Existing L.D.R. Proposed CReason Rezoning Requested: TO CONSTRUCT AN ADDITION TO THE EXISTING BUILDING. THE CURRENT PARCEL IS SPLIT ZONED C-1/R-1AAA. THE NEW ADDITION WILL BE MEDICAL OFFICES.

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

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 4 day of August, 2020.

Applicant Signature

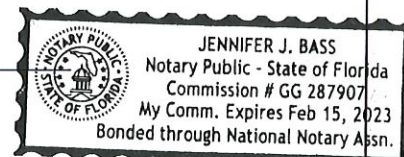
JASON REBOL

Applicant Name (Print)

Owner Signature

Mmele Gromania

Owner Name (Print)

Sworn to and subscribed to before me this 4 day of August, 2020Name: Jennifer J. BassCommission Expires: 2/15/23**FOR OFFICE USE ONLY**

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

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

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

Second Reading: _____ Ordinance Number: _____

Sec. 12-12-3. Amendments

The city council may, from time to time on its own motion, or on petition, or on recommendation of the planning board or the zoning board of adjustment or any department or agency of the city, amend, supplement, or repeal the regulations and provisions of this title and the comprehensive plan.

(A) *Authorization and responsibility.* Every such proposed amendment or change, whether initiated by the city council or by petition, shall be referred to the planning board who shall study such proposals and make recommendation to the city council.

If a rezoning of a parcel of land is proposed by the owner of the parcel or another interested person, it shall be the responsibility of such owner or other interested person to comply with the provisions of this chapter. If such rezoning of a parcel or parcels of land is proposed by the city, its staff, or the planning board, it shall be the responsibility of the city planner to comply with the provisions of this section.

(B) *Initiation.* An amendment may be initiated by:

- (a) The city.
- (b) The owners of the area involved in a proposed zoning or future land use amendment.

(C) *Application.*

- (a) An application for zoning or comprehensive plan future land use amendment must be submitted to the community development department at least thirty (30) days prior to the regularly scheduled meeting of the planning board.
- (b) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (c) No application shall be considered complete until all of the following have been submitted:
 - 1. The application shall be submitted on a form provided by the board secretary.
 - 2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 - (a) A legal description of the property proposed to be rezoned or its land use changed;
 - (b) Proof of ownership of the property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
 - (c) Existing zoning and future land use classification;
 - (d) Desired zoning and future land use classification;
 - (e) Reason for the rezoning or comprehensive plan future land use amendment.
 - 3. The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.
- (d) Any party may appear in person, by agent, or by attorney.
- (e) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(D) *Planning board review and recommendation.* The planning board shall review the proposed rezoning or comprehensive plan future land use amendment at the advertised public meeting and make a recommendation to the city council. Such recommendation:

- 1. Shall be for approval, approval with modification, or denial, including its reasons for any modifications or denial.
- 2. Shall include consideration of the following criteria:
 - a. Whether, and the extent to which, the proposal would result in incompatible land use considering the type and location of the proposed amendment and the surrounding land use.
 - b. Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.
 - c. Whether the proposed amendment would be in conflict with the public interest and welfare.
 - d. Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.
 - e. Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.
 - f. The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).

(E) *City council review and action.*

- (a) *Public hearing.* The city council shall hold up to two public hearings, depending on the type of amendment, after 5:00 p.m. on a weekday to review the proposed zoning amendment. Public notice shall be provided, through applicable procedures as outlined in subsection (F) below.

- (b) *Action.* The city council shall review the proposed zoning amendment, and the recommendation of the planning board and the recommendation of the Department of Community Affairs, if applicable, and either approve, approve with modification or deny the proposed amendment at the city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing. For comprehensive plan amendments, the adopted ordinance will not become effective until the Department of Community Affairs has completed its 45-day compliance review.

(F) *Procedures.*

(1) *Zoning amendments*

- (a) Rezoning requests must be submitted to the community development department at least thirty (30) days prior to the planning board meeting.
- (b) The community development department shall publish a notice in the newspaper announcing the planning board meeting at least seven (7) days prior to the planning board meeting.
- (c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board meeting.
- (d) Notice shall be published by public notice advertised in a newspaper of general daily circulation published in Escambia County at least seven (7) days prior to the scheduled board meeting at the expense of the applicant.
- (e) The planning department shall notify property owners within a five hundred (500) radius, as identified by the current Escambia County tax roll maps, of the property proposed for rezoning with a public notice by post card, at least seven (7) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
- (f) The planning board shall review the proposed rezoning request and make a recommendation to the city council.
- (g) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
- (h) The community development department shall notify property owners within a five hundred (500) foot radius of the property proposed to be rezoned with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.
- (i) The community development department shall place a sign on the property to be rezoned announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.
- (j) A legal notice of the city council public hearing shall be published in the newspaper at least ten (10) days prior to the hearing.
- (k) The city council shall review the proposed amendment and take action as described in subsection (E) above.
- (l) In addition to subsections (a) through (f) the city strongly encourages that the applicant hold an informational meeting with any applicable neighborhood groups and/or property owners associations prior to proceeding with an application involving a zoning and/or comprehensive plan amendment.
- (m) For proposals initiated by the city to rezone ten or more contiguous acres, subsections (a) through (f) shall be applicable in addition to the following. The city shall hold two advertised public hearings on the proposed ordinance as follows:
 1. Public notice of actual zoning changes, including zoning district boundary changes; consolidation or division of existing zones involving substantive changes; and the addition of new zoning districts shall be mailed by first class mail at least thirty (30) days prior to the first city council public hearing to consider the change, to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel(s) to be changed.
 2. The community development department shall place a sign on the property to be rezoned announcing date, time and location of the first city council public hearing at least fifteen (15) days prior to the hearing.
 3. The first public hearing shall be held at least 7 days after the day that the first advertisement is published. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least 5 days prior to the public hearing. At least one hearing shall be held after 5 p.m. on a weekday.
 4. The required advertisements shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

The city council shall review the proposed zoning amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

- (2) *Small scale development comprehensive plan future land use map amendments.* Future land use map amendments which comply with the small scale development criteria in section 163.3187, Florida Statutes, may be considered by the planning board and the city council at any time during the calendar year until the annual maximum acreage threshold is met. The petitioner shall be required to complete the steps

listed above in subsection 12-12-3(F)(1)(a) through (l).

- (3) *Comprehensive plan future land use map amendments for other than small scale development activities.* Comprehensive plan future land use map amendments for other than small scale development activities shall be considered twice a year by the planning board and the city council.
- (a) Comprehensive plan future land use map amendment requests must be submitted to the planning department at least thirty (30) days prior to the planning board public hearing.
 - (b) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper with type no smaller than eighteen (18) point in the headline announcing the planning board and city council public hearings at least seven (7) days prior to the planning board hearing. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.
 - (c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board hearing.
 - (d) The planning board shall review the proposed future land use map amendment at the advertised public hearing and make a recommendation to the city council.
 - (e) The appropriate city council committee shall review the planning board recommendation and report to city council with recommendation for transmittal to the Florida Department of Community Affairs for review and action.
 - (f) The city council shall review the comprehensive plan future land use map amendment at the advertised public hearing and either approve the request for transmittal to the Department of Community Affairs or disapprove the request for transmittal and further consideration.
 - (g) The community development department shall transmit the future land use map amendment request to the Department of Community Affairs, the appropriate regional planning council and water management district, the Department of Environmental Protection and the Department of Transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.
 - (h) After a sixty-day review period, the Department of Community Affairs shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.
 - (i) The appropriate city council committee shall review the Department of Community Affairs comments and forward to city council for review and action.
 - (j) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
 - (k) The community development department shall notify property owners within a five hundred (500) foot radius of the property where the land use is to be changed with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.
 - (l) The community development department shall place a sign on the property where the land use is to be changed announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.
 - (m) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper, with type no smaller than eighteen (18) point in the headline. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published at least five (5) days prior to the final city council public hearing.
 - (n) Subsections (k) above shall not be applicable to proposals initiated by the city to change the future land use of ten (10) or more contiguous acres. In such cases, the procedure shall be as follows: Public notice of comprehensive plan future land use map, including future land use district boundary changes; consolidation or division of existing future land use districts involving substantive changes; and the addition of new future land use districts shall be mailed by first class mail at least thirty (30) days prior to the city council public hearing to consider the change to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel to be changed.
 - (o) The city council shall review the proposed amendment and take action as described in subsection (E) above.



HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

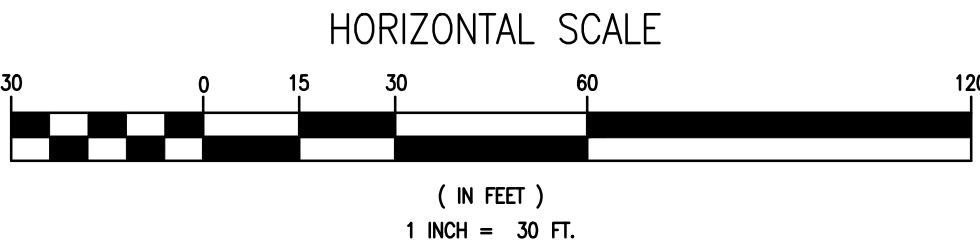
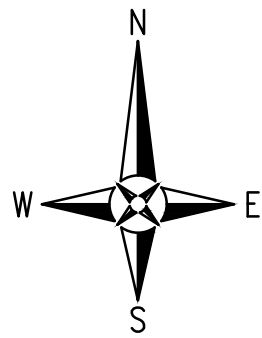
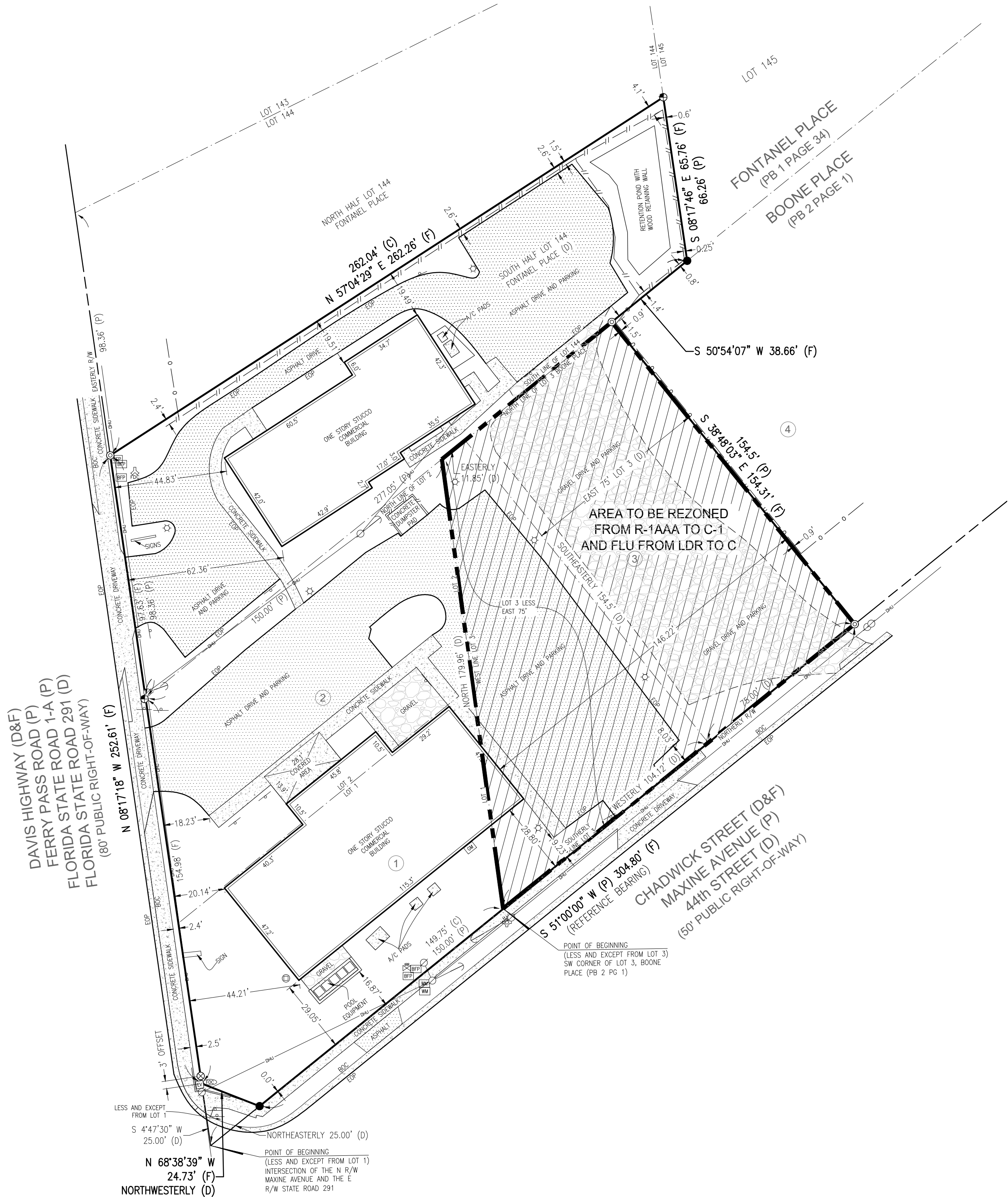
0 100 200 Feet

Date: 8/11/2020



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

L:\GIS\Map_Archives\Planning\Zoning\FLUChanges\4406NDavisHwy\4406NDavisHwyRe zoning



DESCRIPTION: (AS PROVIDED)

THE SOUTH HALF OF LOT 144, FONTANEL PLACE, BEING A SUBDIVISION OF A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, AT PAGE 34 OF THE PUBLIC RECORDS OF SAID COUNTY.

AND

LOTS 1 AND 2, BOONE PLACE, A SUBDIVISION IN SECTION 49, TOWNSHIP 1 SOUTH, RANGE 30 WEST, DESCRIBED ACCORDING TO PLAT OF SAID SUBDIVISION OF RECORD IN PLAT BOOK 2, AT PAGE 1 OF THE PUBLIC RECORDS OF SAID COUNTY, LESS AND EXCEPT: A PARCEL OF LAND BEING TRIANGULAR IN SHAPE IN THE SOUTHWEST CORNER OF LOT 1, BOONE PLACE SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MAXINE AVENUE AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 291 (DAVIS HIGHWAY); THENCE RUN NORTHEASTERLY 25 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID MAXINE AVENUE; THENCE RUN NORTHWESTERLY ALONG A STRAIGHT LINE TO THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD 291 (DAVIS HIGHWAY); AT A POINT 25 FEET NORTH 4 DEGREES 47 MINUTES 30 SECONDS WEST OF THE POINT OF BEGINNING; THENCE SOUTH 4 DEGREES 47'30" EAST 25 FEET TO THE POINT OF BEGINNING.

AND

LOT 3 OF BOONE PLACE LESS AND EXCEPT: THE EAST 75 FEET OF SAID LOT 3, THE SAID BOONE PLACE BEING A SUBDIVISION OF A PORTION OF SECTION 49, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 2, AT PAGE 1, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA; THE SAID PORTION OF LOT 3 BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 179.96 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 A DISTANCE OF 11.85 FEET TO THE POINT; THENCE RUN SOUTHEASTERLY ON A LINE PARALLEL TO THE EASTERLY LINE OF SAID LOT 3 AND 75 FEET WESTERLY OF SAID EASTERLY LINE OF SAID LOT 3 FOR A DISTANCE OF 154.5 FEET TO THE SOUTHERLY LINE OF SAID LOT 3; THENCE RUN WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3 BEING THE NORTHERLY LINE OF 44TH STREET (CHADWICK STREET) FOR A DISTANCE OF 104.12 FEET TO THE POINT OF BEGINNING.

AND

THE EAST 75 FEET OF LOT 3, BOONE PLACE, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 1, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

GENERAL NOTES:

- NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE PLAT BEARING OF SOUTH 51°00'00" WEST ALONG THE SOUTHERLY LINE OF LOTS 1 AND 3 AS PER RECORDED PLAT OF BOONE PLACE, PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY; COPY OF SAID RECORDED PLAT OF BOONE PLACE, COPY OF RECORDED PLAT OF FONTANEL PLACE; PLAT BOOK 1 PAGE 34 OF SAID PUBLIC RECORDS; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
- THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
- VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0380G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
- THIS SURVEY IS CERTIFIED TO:
 - FOUNTAIN, SCHULTZ & BRIDGEFORD, P.L.L.C.
 - OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 - DAVIS IMP, L.L.C.
 - CENTENNIAL BANK

LEGEND:

- ⊗ SET 1/2" DIA RED CAPPED IRON ROD (No. 7916)
- FOUND 1/2" DIA IRON ROD (UNNUMBERED)
- ⊙ FOUND 1" DIA IRON PIPE (UNNUMBERED)
- ⊗ FOUND 1/2" DIA CAPPED IRON ROD (ILLEGIBLE)
- ⊗ DENOTES WOOD UTILITY POLE
- ⊗ DENOTES METAL UTILITY POLE
- ⊗ DENOTES SINGLE SUPPORT SIGN
- 0 — DENOTES CHAIN LINK FENCE
- // — DENOTES WOOD PANEL FENCE
- ⊗ DENOTES FIBER OPTIC CABLE MARKER
- ⊗ DENOTES FIRE HYDRANT
- ⊗ DENOTES BACK FLOW PREVENTER
- ⊗ DENOTES FIRE DEPARTMENT CONNECTION
- ⊗ DENOTES GAS METER
- ⊗ DENOTES GUY WIRE ANCHOR
- ⊗ DENOTES IRRIGATION VALVE
- ⊗ DENOTES WATER METER
- ⊗ DENOTES SEWER CLEANOUT
- ⊗ DENOTES ELECTRIC VAULT
- ⊗ DENOTES OVERHEAD ELECTRIC
- ④ DENOTES LOT NUMBER
- A/C DENOTES AIR CONDITIONING
- BOC DENOTES BACK OF CURB
- (C) DENOTES CALCULATED PER FIELD DATA
- (D) DENOTES DEED INFORMATION
- EDP DENOTES EDGE OF PAVEMENT
- (F) DENOTES FIELD INFORMATION
- (P) DENOTES PLAT INFORMATION
- PB DENOTES PLAT BOOK
- PG DENOTES PAGE
- R/W DENOTES RIGHT OF WAY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17.050, 53-17.051 AND 53-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: MARK A. NORRIS
FLORIDA REGISTRATION No. 6211

DATE

NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

SACRED HEART MEDICAL
4406 NORTH DAVIS HIGHWAY

SECTION: 49 TOWNSHIP: 1 S RANGE: 30 W
COUNTY: ESCAMBIA STATE: FLORIDA

REVISION/ACTION TAKEN		APPR.		DATE		NO.	

PROJECT NO:	2019.131
DRAWN BY:	BTH
CHKD BY:	MAN/ANC
SCALE:	1" = 30'
F.B.I.	19-05
PG.	74-77
DATE:	8/29/2019

BOUNDARY SURVEY

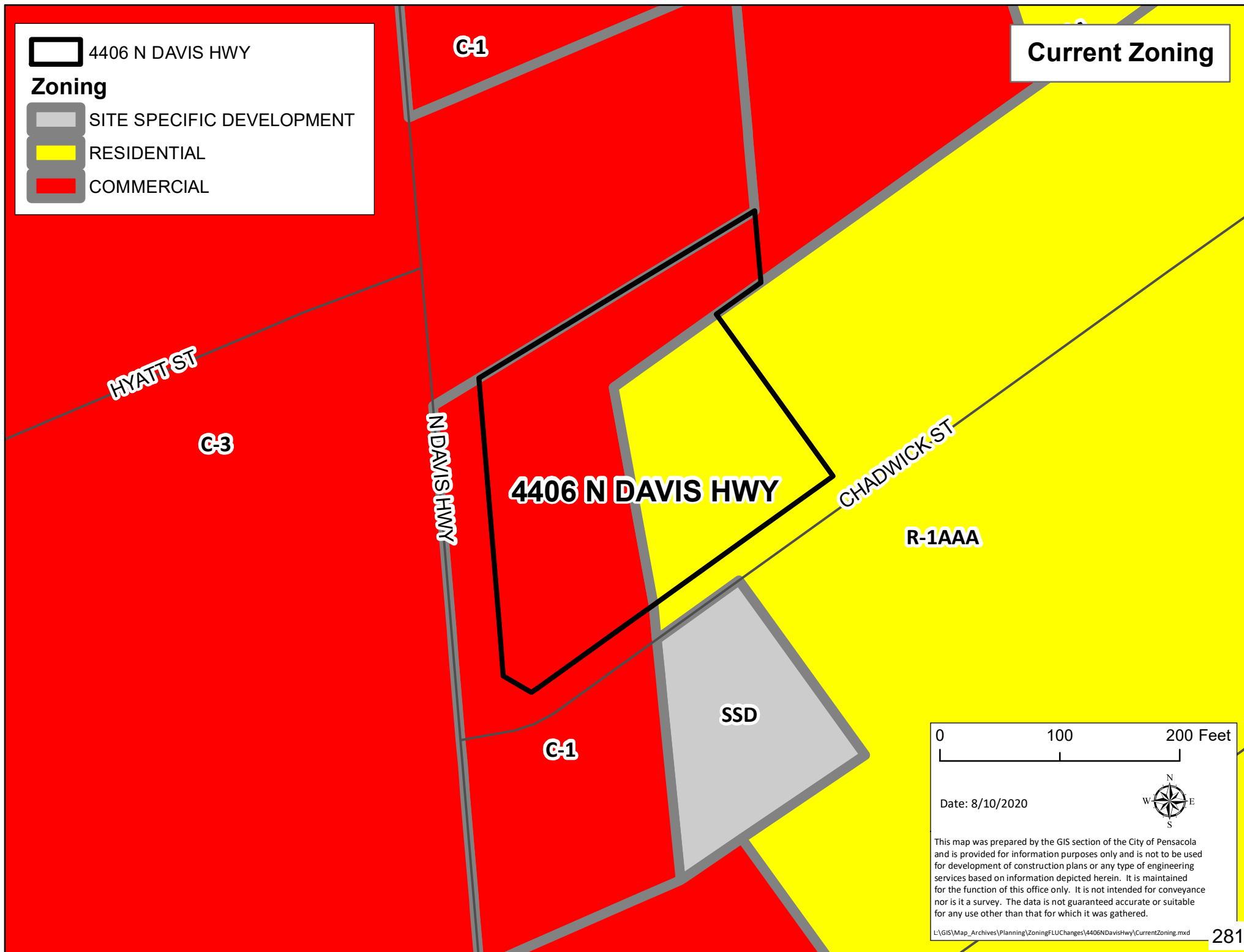
PREPARED FOR: DAVIS IMP, L.L.C.
REQUESTED BY: KERRY ANNE SCHULTZ
FOUNTAIN, SCHULTZ & BRIDGEFORD, P.L.L.C.


4406 N DAVIS HWY

Zoning

- SITE SPECIFIC DEVELOPMENT
- RESIDENTIAL
- COMMERCIAL

Current Zoning



 4406 N DAVIS HWY

Future Land Use

 COMMERCIAL

 LOW DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

MEDIUM | **Current Future
Land Use**

HYATT ST

COMMERCIAL

N DAVIS HWY

4406 N DAVIS HWY

LOW DENSITY RESIDENTIAL

CHADWICK ST

0 100 200 Feet

Date: 8/11/2020



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- 4406 N DAVIS HWY
- SITE SPECIFIC DEVELOPMENT
- RESIDENTIAL
- COMMERCIAL

Proposed Zoning

HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

0 100 200 Feet

Date: 8/10/2020



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4406 N DAVIS HWY

Future Land Use

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

**Proposed Future
Land Use**

HYATT ST

COMMERCIAL

4406 N DAVIS HWY

CHADWICK ST

LOW DENSITY RESIDENTIAL

N DAVIS HWY

0 100 200 Feet

Date: 8/21/2020



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L:\GIS\Map_Archives\Planning\ZoningFLUChanges\4406NDavisHwy\ProposedFLU.mxd

Department:	Comments:
FIRE	No comments.
PW/E	No comments.
InspSvcs	No comments.
ESP	No comments.
ECUA	No comments.
GPW	No comments.
ATT	No comments.

Cynthia Cannon

From: Diane Moore
Sent: Tuesday, August 11, 2020 10:57 AM
To: Cynthia Cannon
Subject: RE: Rezoning Application - 4406 N Davis Hwy

Pensacola Energy has no comments on this rezoning request.

Thanks,
Diane

Diane Moore | Gas Distribution Engineer
Pensacola Energy | 1625 Atwood Drive, Pensacola, FL 32514
Desk: 850-474-5319 | Cell: 850-324-8004 | Fax: 850-474-5331
Email: dmoore@cityofpensacola.com

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For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

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From: Cynthia Cannon <CCannon@cityofpensacola.com>
Sent: Tuesday, August 11, 2020 10:08 AM
To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>
Subject: Rezoning Application - 4406 N Davis Hwy

Good Morning All,

Please see the attached request before the Planning Board for a rezoning at 4406 N Davis Hwy. Please provide comments **by close of business on Friday, August 21, 2020.**

Cynthia Cannon

From: Andre Calaminus <andre.calaminus@ecua.fl.gov>
Sent: Tuesday, August 11, 2020 3:03 PM
To: Cynthia Cannon
Subject: [EXTERNAL] RE: Rezoning Application - 4406 N Davis Hwy

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Cynthia,

The rezoning request does not impact any ECUA utility connections or operations, therefore, ECUA has no comment.

Thanks,

Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |

P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: www.ecua.fl.gov |

Phone: (850) 969-5822 | Fax: (850) 969-6511 |

From: Cynthia Cannon <CCannon@cityofpensacola.com>
Sent: Tuesday, August 11, 2020 10:08 AM
To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>
Subject: Rezoning Application - 4406 N Davis Hwy

****WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders ****

Good Morning All,

Please see the attached request before the Planning Board for a rezoning at 4406 N Davis Hwy. Please provide comments **by close of business on Friday, August 21, 2020.**

Thank you!

Cynthia Cannon, AICP

Assistant Planning Director

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Cynthia Cannon

From: Annie Bloxson
Sent: Wednesday, August 12, 2020 3:27 PM
To: Cynthia Cannon
Subject: RE: Rezoning Application - 4406 N Davis Hwy

Good Evening,

I do not oppose the request to rezone 4406 N. Davis Hwy.

Respectfully,

Annie Bloxson

Fire Marshal

Visit us at PensacolaFire.com

475 E. Strong St.

Pensacola, FL 32501

Office: 850.436.5200

abloxson@cityofpensacola.com



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From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Tuesday, August 11, 2020 10:08 AM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T)



MINUTES OF THE PLANNING BOARD

October 13, 2020

MEMBERS PRESENT: Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Murphy, Board Member Sampson

MEMBERS VIRTUAL: Board Member Powell

MEMBERS ABSENT: Board Member Larson, Board Member Wiggins

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay (virtual), Planning Director Morris (virtual), Building Official Bilby (virtual), Sustainability Coordinator Jackson, Network Engineer Johnston

OTHERS VIRTUAL: Councilperson Myers, Robert Rushing, Tom Paux, Leah Welborn, Ken Williams, Bryan Russell, Colleen Becton, Scott Sallis

OTHERS PRESENT: Philip Partington, Brian Spencer, Jason Rebol, Kerry Anne Schultz

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from August 11, 2020.
- **New Business:**
 - Carver Darden Sign Variance**
 - Admirals Row Aesthetic Review – S. Palafox**
 - Waffle House 401 E. Gregory**
 - Aragon Mail Covering**
 - 4406 N Davis Hwy Rezoning**
 - Lanier Place Subdivision Plat**
 - Council Myers Tree Ordinance Amendment**
 - Engineering Proposed Tree Ordinance**
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

222 West Main Street Pensacola, Florida 32502

www.cityofpensacola.com

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting.

Approval of Meeting Minutes

1. Board Member Powell made a motion to approve the August 11, 2020 minutes, seconded by Board Member Sampson, and it carried unanimously.

New Business

2. Carver Darden Sign Variance – Chairperson Ritz advised this item was a quasi-judicial matter. Assistant Planning Director Cannon stated Carver Darden submitted a Variance application to the maximum signage allowance requirements for the building located at 151 W. Main Street, which is in the Waterfront Redevelopment District (WRD). Per Section 12-4-4, Signs and Section 12-2-12 (C) (4) (a), Redevelopment Land Use District, of the Land Development Code, the following regulations apply in the WRD:

“Size: Ten (10) percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed fifty (50) square feet. Buildings exceeding five (5) stories in height: one attached wall sign or combination of wall signs not to exceed two hundred (200) square feet and mounted on the fifth floor or above.”

This request has been routed through the various City departments and utility providers. Chairperson Ritz read the seven (7) variance criteria noting special conditions of street frontage.

He emphasized that the burden of proof would lie with the applicant.

Mr. Rushing presented to the Board and stated only one side of the building was visible from Main Street. He emphasized the importance of signage for a law firm. He also stated they would not return to ask for additional signage if the variance request was approved. He indicated their firm occupied the entire second floor and had no signage facing the northwest corner. Chairperson Ritz referred to the variance criteria for reference. In considering No. 2 of the variance criteria for special conditions, it was determined that the applicant was not a tenant when the signage was originally allocated to other businesses. Staff referenced the WRD maximum allowed signage of 50 sq. ft. per elevation. Mr. Paux stated the tenants on the first floor used 39 sq. ft. and Chairperson Ritz explained 11 sq. ft. were unclaimed; the sign being requested was 50 sq. ft., which would be 39 sq. ft. beyond the maximum allowed. Board Member Murphy was concerned this might be considered a special privilege (No. 3) and could set an unwanted precedent for future developments in WRD. The other tenants signage located on the first floor of 151 Main Street averaged 13 sq. ft per sign. It was pointed out the applicant's firm occupied the entire second floor which was the reason for the larger sign request. Chairperson Ritz explained that the actual question was whether 50 sq. ft. was the minimum request that would make it possible for the reasonable use of this land. He felt the answer was “no” since 50 sq. ft. was the maximum allowed per elevation in the WRD. Board Member Grundhoefer agreed. On No. 6 and 7 of the variance criteria, the Board members agreed the request would not be injurious or impair the public health, etc. They also agreed in Section 12-13-3 (E)(1)(a) the variance would not detract from the architectural integrity, and (b) the only injurious aspect might be the comparison to other tenants in the same building. Staff exhibited the boundaries of the WRD. Board Member Grundhoefer

questioned if the Board wanted to set a precedent with this building since there would be future buildings in the Maritime Park area asking for signage. Board Member Powell offered this was dealing with a tenant who occupied an entire floor. Board Member Grundhoefer suggested the applicant could go to the landlord on the premise they occupy 50 percent of the building and should have 50 percent of the signage. Board Member Powell referred to No. 1 in the variance criteria indicating this situation might be considered “peculiar to the land” since this building was not considered in the master plan. Chairperson Ritz agreed that this did present a unique condition with the property, street frontage, etc., and it was not the applicant’s fault (No. 2) that the building owner might have allowed the other signs to be put in place, however, all the other variance items needed to be met.

Mr. Rushing referenced Ascension having three spaces with signs extending over all the spaces. He also emphasized that they did not cause the issue (No. 2). In No. 3, he explained a variance itself was asking for something special, and they were not asking for anything out of line. Considering No. 4, being on the second floor was a problem for their clients since they were always asking for their location. He offered that when looking up at the second floor, 66 sq. ft. (No. 5) would have offered better visibility; however, they minimized their request to 50 sq. ft. He also noted that none of the solicited departments indicated anything that would impair the public welfare (No. 6). He felt they had met the criteria and requested the Board consider what they put forward and grant the variance.

Board Member Powell made a motion to approve the variance, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Grundhoefer and Sampson dissenting. The dissenting Board members stated criteria No. 3 had not been met. Board Member Grundhoefer explained it was unfortunate that the landlord gave all the square footage to the small tenants and not to the major tenant. He advised he would support 25 sq. ft. (14 sq. ft. beyond the maximum allowed) on the second floor which would grant 14 additional sq. ft. for the tenants on the ground floor. Assistant City Attorney Lindsay explained that might not be something the applicant was willing to do based on their presentation. Chairperson Ritz explained the first floor tenants would get 14 additional sq. ft. and the applicant would get 25 sq. ft. He asked if this counter proposal were approved would the applicant still be able to address Council for the original request, and Counsel stated they still had their appeal rights, but the Board could make that motion and perhaps that would be the solution people would reach.

Board Member Grundhoefer made a motion to approve a 25 sq. ft. sign for Carver Darden plus 39 sq. ft. for the remaining tenants maintaining their current square footage, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Sampson and Powell dissenting. Chairperson Ritz informed the client that the appeal process was the next step.

3. Admirals Row Aesthetic Review – S. Palafox

Admirals Row, LLC, is requesting an aesthetic review for minor revisions to their previously submitted plans for a new multi-family development, “Admiral’s Row”, located in the SPBD, South Palafox Business District. New developments in the SPBD are subject to Sections 12-2-81 (C), approval procedure, and 12-2-82 (D), design standards and guidelines, aesthetic review provisions, as well as the additional provisions in Section 12-2-13 (E).

Chairman Ritz indicated he shared an office space with the applicant’s architectural firm but was not an employee of that firm. Mr. Partington presented to the Board and stated they were not increasing the number of units, and the parking spaces remained the

same. They were moving the domestic water service to the south end of the drive. He explained the prior submission was four habitable floors over parking with a parapet roofline. They were now adding an additional floor, with the fourth and fifth floors changing from the lower floors with three units apiece; they propose one unit on the fourth floor and two units on the fifth floor on Building B. Building C on the street has been eliminated and is now part of the covered parking. Building A has seven units. He stated they were within their height limit and required no variances. Chairman Ritz still considered the building bringing life to an abandoned property and had no issues or concerns.

Board Member Powell made a motion to approve, seconded by Board Member Sampson, and with no speakers, it carried unanimously.

4. Waffle House 401 E. Gregory

Ken Williams, Vice President, Waffle House, Inc. is requesting aesthetic review for a remodel of the Waffle House located at 401 E. Gregory Street, which is located in the Gateway Redevelopment District (GRD). All existing exterior walls and roof will remain. No changes are being proposed to the parking lot; however, it will be repaved. Mr. Williams presented to the Board and stated they had reduced the number of parking spaces and added landscaping; the building itself would look the same but newer. The interior would be entirely remodeled, and it was determined the number of parking spaces met the Code requirement.

Board Member Grundhoefer made a motion to approve as submitted, seconded by Board Member Murphy, and it carried unanimously.

5. Aragon Mail Covering

Scott Sallis, Dalrymple Sallis Architecture, is requesting approval for a new one-story mailbox covering/pavilion behind the existing Aragon Community Garden shed. Building materials include painted composite siding and trim work and painted wood structure with metal roofing to match the existing shed roofing.

Chairperson Ritz and Board Member Murphy had no concerns with the request. Mr. Sallis presented to the Board and stated they had not received the written approval from the Aragon ARB.

Board Member Powell made a motion to approve, seconded by Board Member Murphy, and it carried unanimously.

6. 4406 N Davis Hwy Rezoning

Davis IMP, LLC are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 4406 N. Davis Highway and identified by parcel number 49-1S-30-9101-000-001. The property is currently zoned R-1AAA, Residential Zoning District and the existing Future Land Use (FLU) designation is LDR, Low Density Residential. The applicant is proposing to amend the zoning district to C-1, Commercial Zoning District and the FLU to Commercial for a medical office.

Chairperson Ritz stated this location was a commercial corridor of Davis Highway, and this area was getting a more medical flavor.

Mr. Rebol addressed the Board and stated part of the building was located in the residential zone, and in order to construct the expansion of the facility, the rezoning and FLUM were necessary. He also stated the required buffers between residential and commercial would be addressed. Ms. Schultz, the attorney for the applicant, stated Sacred Heart had been

the tenant, and they were expanding the building for additional physician offices. She stated she believed they had met all the requirements for the rezoning and FLUM and indicated there had been no negative comments from other departments. They asked the Board for approval in order to proceed to Council for the project. Chairman Ritz explained the C-1 zoning would be lightest commercial zoning.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Sampson, and it carried unanimously.

7. Lanier Place Subdivision Plat

Spetto Properties is requesting a combined preliminary and final plat approval for the Lanier Place Subdivision located at 7011 Lanier Drive. One parcel zoned R-1AA will be subdivided into four lots to accommodate single-family residences. This is considered a minor subdivision.

Mr. Rebol presented to the Board and stated they were proposing a 4-lot subdivision, consisting of 4 50' lots. He explained the existing structure would be demolished. He advised subdivision would have a stormwater component placed on the east side in a swell configuration acting as a bio-retention system. He indicated they would work to save the existing trees.

Board Member Murphy made a motion to approve as presented, seconded by Board Member Grundhoefer, and it carried unanimously.

8. Council Myers Tree Ordinance Amendment

Chairperson Ritz explained that Item 8 and 9 were very similar and advised the Board to talk about them simultaneously, but the vote would be individually.

Proposed LDC Amendment to Section 12-6-4 – Landscape and Tree Protection Plan – Added language: **Prior to approval all landscape and tree protection plans shall be posted to the city's website and a copy sent to the council person in whose district the permit will be issued.** Such notice requirement will be posted two weeks prior to any approval of a landscaping plan.

Engineering Proposal - Proposed LDC Amendment to Section 12-6 Tree and Landscape Regulations -

- Staff recommends that all tree removal, pruning, and plantings be reviewed and approved by one designated arborist. This provides a more efficient and straightforward process for the public when dealing with the City's Urban Forest.
- Staff recommends that as a part of the Notice of removal for two-plus heritage trees or ten plus protected trees, that signage be posted two weeks before removal. Additionally, Notice will be given to the appropriate councilperson in which district the removal is taking place.
- Staff made changes to provide clarity as to when trees shall be planted.
- Staff revisions take into account the Florida Statute 163.045.
- Staff recommends changes to the Tree Fund so that it allows for both planting and maintaining trees and may be authorized by City Council to fund an arborist. Furthermore, staff recommends the grant program be reduced to 50% and \$5,500.00 max; also, that the City's designated arborist review grant projects to ensure appropriate measures are taken to ensure the health of the project.

Assistant Planning Director Cannon explained we would want one ordinance to move forward to Council, and staff was available to assist with this process. Chairperson Ritz advised Item 8 addressed the notification process, while Item 9 contained more in-depth coverage.

Councilperson Meyers addressed Item 8. For background information, she had observed a sign indicating tree removal in her district which had no means for contact; a day later when she returned to the site, at least one-third of the trees had been removed with no adequate notice posted. She advised that the proper notice would give an opportunity to look at a plan before it was approved and possibly talk to the developer to have a conversation. She explained we do not have adequate notice to make sure that Urban Forests are protected. She felt the public wanted more notification than what they were getting before the Urban Forests and trees were destroyed.

Mr. Bilby stated relating to the City's draft, they were trying to simplify and streamline the tree ordinance to create a one-person, one-department ordinance where citizens and city administration would know where to go. He indicated they did incorporate all of Councilperson Meyers' language into this draft, and it was reviewed by administration and legal. The only thing they did not include was the delay of an approved project. They did allow for the length of time signage would need to be there, and the 311 number for calling the City, or another number for later on, was to be placed on the sign. The administration wanted someone identified on the signage where citizens could go to ask questions. Language was also included to notify the appropriate Council person for a review of a tree and landscape plan in their district. They also made requirements to strengthen heritage trees, getting a permit for pruning heritage trees, and removed the \$1000.00 cap on the residential mitigation fees for a new development. They believed this was a working fluid document, and as they perform tree canopy studies, eventually they will fix some of the types working on this document for the next few years. They thought it important to get a certified arborist on staff or on contract to help with this process. They also cleaned up language that was conflicting with the LDC or was not worded correctly.

Board Member Murphy wanted to know in the current process for the developer to come to the Inspections Department, what was required before they could develop the land. Mr. Bilby advised the applicant would need a landscape plan developed in accordance with the ordinance prepared by a certified landscape architect or a civil engineer or architect per the ordinance. He stated some developers come in for an initial development review ahead of the project, and some come in for actual submittal. Those that have not looked at the ordinance, have the plans returned to them for revisions. The typical review time for a commercial project with landscape review is between 3 and 4 weeks, depending on their workload. If revisions are required, another week or two might be required. They cannot hold up a building permit for a state regulatory permit which is clear in the State statute; permits are issued once everything meets City code. He advised they could withhold CO's for state permits, but they cannot withhold a building permit per the State statute, which took away a lot of the requirements to hold permits and development permits until all the State permits were collected.

Board Member Murphy explained there was a review period between the time the developer first contacts the City and the time they put the shovel in the ground. She indicated many municipalities already have a review by a planning board or staff and an arborist before any tree and landscape plan is approved and building permit is okayed. She asked could there not be an ordinance to allow for that review while we are still reviewing the ordinance to protect the tree canopy. Mr. Bilby stated it was the responsibility

of the reviewer to reach out to the Council member in that district to notify them that a tree and landscape removal permit was submitted; that review process takes 3 to 4 weeks. Chairperson Ritz asked if Item 9 covered the timeframe, and Board Member Murphy stated it did not. Mr. Bilby explained they required a two-week period for notification signs prior to tree removal – 12-6-4 (D) Item 9. Board Member Murphy stated there needed to be a notification to the public possibly on the website. Chairperson Ritz explained Item 8 was more of a notice, whereas Item 9 contained not only a notice aspect but also additional restrictions for heritage trees and tree issues. He preferred seeing Item 9 for tree protection as well as notification go forward to Council. Board Member Grundhoefer explained the Board could not accept both items because they conflict. Councilperson Meyers stated based on what Mr. Bilby said, she only addressed the notice, but she believed Item 9 was more comprehensive and did not object to that. She wanted to make it clear that when the Council member was noticed, she believed every Council member would make sure their constituents were noticed, and it would give opportunity to talk to the developers who mostly want to be good neighbors. She did feel this was a good start and appreciated Board Member Murphy's strong advocacy on behalf of trees and the environment. She indicated Council could approve it as is or make suggestions on how to make it better. Mr. Bilby confirmed the notification was under 12-6-4 (D) The City designated Arborist will notify the councilperson in which the removal is requested. Board Member Grundhoefer asked the difference between cutting in a development and cutting trees on private property. Mr. Bilby stated current language states the applicant must go to Parks and Recreation to obtain a tree removal permit. Where there is already a single-family dwelling, the requirement is only for a heritage tree, and that language was not amended other than it was streamlined to one person-one department, with the City's designated arborist as the reviewer; the pruning of heritage trees was applicable to a permit which is handled by Parks and Recreation. As long as it was not the development of a project, the City would not see it. Chairperson Ritz explained the document was adding protection for heritage trees on residential property. Councilperson Meyers stated she was committed to finding the money to support an arborist. Chairperson Ritz stated 12-6-10 (C) contained language that the Tree Trust Fund could be used to fund the City's arborist.

Board Member Murphy made a motion to deny Item 8, seconded by Board Member Grundhoefer, and it carried unanimously.

9. Engineering Proposed Tree Ordinance

Board Member Murphy made a motion to approve Item 9 as written and presented, seconded by Board Member Powell, and it carried unanimously.

Open Forum – None

Discussion on the Proposed Amendment to the Tree Ordinance

Ms. Murphy stated she had been in contact with both professors to come up with a game plan and workshop. She had distributed videos to Councilperson Meyers and Assistant Director Cannon to distribute to the Board members to know what the discussion topics would be.

Adjournment – With no further business, Chairperson Ritz thanked the Board for its

patience with the change in methods of physical and virtual participation and adjourned the meeting at 5:00 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board

 4406 N DAVIS HWY

Future Land Use

 COMMERCIAL

 LOW DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

**Proposed Future
Land Use**

HYATT ST

COMMERCIAL

4406 N DAVIS HWY

CHADWICK ST

LOW DENSITY RESIDENTIAL

N DAVIS HWY

0 100 200 Feet

Date: 8/21/2020



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L:\GIS\Map_Archives\Planning\ZoningFLUChanges\4406NDavisHwy\ProposedFLU.mxd



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 46-20

City Council

12/10/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 46-20 - REQUEST FOR ZONING MAP AMENDMENT - 4406 N. DAVIS HIGHWAY

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 46-20 on second reading:

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

HEARING REQUIRED: Public

SUMMARY:

Davis IMP, LLC, is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for property located at 4406 N. Davis Highway. The current zoning of the property is split between the C-1 (Retail Commercial) and R-1AAA (Single Family Residential) Zoning Districts, and the existing FLUM designation is split between C (Commercial) and LDR (Low-Density Residential).

The applicant is requesting to amend the City's Zoning Map to include the property entirely in the C-1, Retail Commercial Zoning District and the FLUM to Commercial. This will be consistent with the adjacent parcels abutting Davis highway, which are zoned C-1 and have a Commercial FLUM designation.

On October 13, 2020, the Planning Board unanimously recommended approval of amending the City's Zoning Map to C-1 and the FLUM to Commercial.

PRIOR ACTION:

November 12, 2020 - City Council conducted a public hearing and approved Proposed Ordinance No. 46-20 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

10/19/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Sherry H. Morris, AICP, Planning Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 46-20
- 2) Planning Board Rezoning and FLUM Application
- 3) Planning Board Minutes October 13 2020 DRAFT
- 4) Zoning Map October 2020

PRESENTATION: No

PROPOSED
ORDINANCE NO. 46-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on November 12, 2020 concerning the following proposed zoning classification affecting the property described therein; and

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

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

LOT 3, BOONE PLACE, AS RECORDED IN PLAT BOOK 2 AT PAGE 1, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

is hereby changed in its entirety to C-1 (Retail and Commercial) Zoning District.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other 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 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

REZONING

Please check application type:

☐ **Conventional Rezoning**

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

☒ **Comprehensive Plan / FLUM Amendment**☒ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:Name: REBOL-BATTLE & Assoc. / JASON REBOL Date: July 10, 2020Address: 2301 N. 9TH AVE., PENSACOLA, FL 32501Phone: 850-438-0400 Fax: 850-438-0440 Email: JASON@REBOL-BATTLE.COM**Property Information:**Owner Name: DAVIS IMP, LLC Phone: 939-3535Location/Address: 4406 N. DAVIS HWY, PENSACOLA, FL 32503Parcel ID: 49-15-30-9101-000-001 Acres/Square Feet: 1.47Zoning Classification: Existing R-1AAA Proposed C-1Future Land Use Classification: Existing L.D.R. Proposed CReason Rezoning Requested: TO CONSTRUCT AN ADDITION TO THE EXISTING BUILDING. THE CURRENT PARCEL IS SPLIT ZONED C-1/R-1AAA. THE NEW ADDITION WILL BE MEDICAL OFFICES.

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

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 4 day of August, 2020.

Applicant Signature

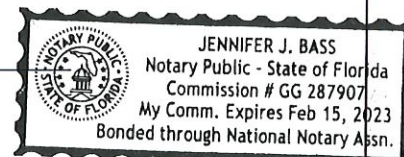
JASON REBOL

Applicant Name (Print)

Owner Signature

Mmele Gromania

Owner Name (Print)

Sworn to and subscribed to before me this 4 day of August, 2020Name: Jennifer J. BassCommission Expires: 2/15/23**FOR OFFICE USE ONLY**

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

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

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

Second Reading: _____ Ordinance Number: _____

Sec. 12-12-3. Amendments

The city council may, from time to time on its own motion, or on petition, or on recommendation of the planning board or the zoning board of adjustment or any department or agency of the city, amend, supplement, or repeal the regulations and provisions of this title and the comprehensive plan.

(A) *Authorization and responsibility.* Every such proposed amendment or change, whether initiated by the city council or by petition, shall be referred to the planning board who shall study such proposals and make recommendation to the city council.

If a rezoning of a parcel of land is proposed by the owner of the parcel or another interested person, it shall be the responsibility of such owner or other interested person to comply with the provisions of this chapter. If such rezoning of a parcel or parcels of land is proposed by the city, its staff, or the planning board, it shall be the responsibility of the city planner to comply with the provisions of this section.

(B) *Initiation.* An amendment may be initiated by:

- (a) The city.
- (b) The owners of the area involved in a proposed zoning or future land use amendment.

(C) *Application.*

- (a) An application for zoning or comprehensive plan future land use amendment must be submitted to the community development department at least thirty (30) days prior to the regularly scheduled meeting of the planning board.
- (b) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (c) No application shall be considered complete until all of the following have been submitted:
 - 1. The application shall be submitted on a form provided by the board secretary.
 - 2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 - (a) A legal description of the property proposed to be rezoned or its land use changed;
 - (b) Proof of ownership of the property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
 - (c) Existing zoning and future land use classification;
 - (d) Desired zoning and future land use classification;
 - (e) Reason for the rezoning or comprehensive plan future land use amendment.
 - 3. The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.
- (d) Any party may appear in person, by agent, or by attorney.
- (e) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(D) *Planning board review and recommendation.* The planning board shall review the proposed rezoning or comprehensive plan future land use amendment at the advertised public meeting and make a recommendation to the city council. Such recommendation:

- 1. Shall be for approval, approval with modification, or denial, including its reasons for any modifications or denial.
- 2. Shall include consideration of the following criteria:
 - a. Whether, and the extent to which, the proposal would result in incompatible land use considering the type and location of the proposed amendment and the surrounding land use.
 - b. Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.
 - c. Whether the proposed amendment would be in conflict with the public interest and welfare.
 - d. Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.
 - e. Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.
 - f. The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).

(E) *City council review and action.*

- (a) *Public hearing.* The city council shall hold up to two public hearings, depending on the type of amendment, after 5:00 p.m. on a weekday to review the proposed zoning amendment. Public notice shall be provided, through applicable procedures as outlined in subsection (F) below.

- (b) *Action.* The city council shall review the proposed zoning amendment, and the recommendation of the planning board and the recommendation of the Department of Community Affairs, if applicable, and either approve, approve with modification or deny the proposed amendment at the city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing. For comprehensive plan amendments, the adopted ordinance will not become effective until the Department of Community Affairs has completed its 45-day compliance review.

(F) *Procedures.*

(1) *Zoning amendments*

- (a) Rezoning requests must be submitted to the community development department at least thirty (30) days prior to the planning board meeting.
- (b) The community development department shall publish a notice in the newspaper announcing the planning board meeting at least seven (7) days prior to the planning board meeting.
- (c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board meeting.
- (d) Notice shall be published by public notice advertised in a newspaper of general daily circulation published in Escambia County at least seven (7) days prior to the scheduled board meeting at the expense of the applicant.
- (e) The planning department shall notify property owners within a five hundred (500) radius, as identified by the current Escambia County tax roll maps, of the property proposed for rezoning with a public notice by post card, at least seven (7) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
- (f) The planning board shall review the proposed rezoning request and make a recommendation to the city council.
- (g) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
- (h) The community development department shall notify property owners within a five hundred (500) foot radius of the property proposed to be rezoned with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.
- (i) The community development department shall place a sign on the property to be rezoned announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.
- (j) A legal notice of the city council public hearing shall be published in the newspaper at least ten (10) days prior to the hearing.
- (k) The city council shall review the proposed amendment and take action as described in subsection (E) above.
- (l) In addition to subsections (a) through (f) the city strongly encourages that the applicant hold an informational meeting with any applicable neighborhood groups and/or property owners associations prior to proceeding with an application involving a zoning and/or comprehensive plan amendment.
- (m) For proposals initiated by the city to rezone ten or more contiguous acres, subsections (a) through (f) shall be applicable in addition to the following. The city shall hold two advertised public hearings on the proposed ordinance as follows:
 1. Public notice of actual zoning changes, including zoning district boundary changes; consolidation or division of existing zones involving substantive changes; and the addition of new zoning districts shall be mailed by first class mail at least thirty (30) days prior to the first city council public hearing to consider the change, to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel(s) to be changed.
 2. The community development department shall place a sign on the property to be rezoned announcing date, time and location of the first city council public hearing at least fifteen (15) days prior to the hearing.
 3. The first public hearing shall be held at least 7 days after the day that the first advertisement is published. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least 5 days prior to the public hearing. At least one hearing shall be held after 5 p.m. on a weekday.
 4. The required advertisements shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

The city council shall review the proposed zoning amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

- (2) *Small scale development comprehensive plan future land use map amendments.* Future land use map amendments which comply with the small scale development criteria in section 163.3187, Florida Statutes, may be considered by the planning board and the city council at any time during the calendar year until the annual maximum acreage threshold is met. The petitioner shall be required to complete the steps

listed above in subsection 12-12-3(F)(1)(a) through (l).

- (3) *Comprehensive plan future land use map amendments for other than small scale development activities.* Comprehensive plan future land use map amendments for other than small scale development activities shall be considered twice a year by the planning board and the city council.
- (a) Comprehensive plan future land use map amendment requests must be submitted to the planning department at least thirty (30) days prior to the planning board public hearing.
 - (b) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper with type no smaller than eighteen (18) point in the headline announcing the planning board and city council public hearings at least seven (7) days prior to the planning board hearing. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.
 - (c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board hearing.
 - (d) The planning board shall review the proposed future land use map amendment at the advertised public hearing and make a recommendation to the city council.
 - (e) The appropriate city council committee shall review the planning board recommendation and report to city council with recommendation for transmittal to the Florida Department of Community Affairs for review and action.
 - (f) The city council shall review the comprehensive plan future land use map amendment at the advertised public hearing and either approve the request for transmittal to the Department of Community Affairs or disapprove the request for transmittal and further consideration.
 - (g) The community development department shall transmit the future land use map amendment request to the Department of Community Affairs, the appropriate regional planning council and water management district, the Department of Environmental Protection and the Department of Transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.
 - (h) After a sixty-day review period, the Department of Community Affairs shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.
 - (i) The appropriate city council committee shall review the Department of Community Affairs comments and forward to city council for review and action.
 - (j) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
 - (k) The community development department shall notify property owners within a five hundred (500) foot radius of the property where the land use is to be changed with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.
 - (l) The community development department shall place a sign on the property where the land use is to be changed announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.
 - (m) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper, with type no smaller than eighteen (18) point in the headline. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published at least five (5) days prior to the final city council public hearing.
 - (n) Subsections (k) above shall not be applicable to proposals initiated by the city to change the future land use of ten (10) or more contiguous acres. In such cases, the procedure shall be as follows: Public notice of comprehensive plan future land use map, including future land use district boundary changes; consolidation or division of existing future land use districts involving substantive changes; and the addition of new future land use districts shall be mailed by first class mail at least thirty (30) days prior to the city council public hearing to consider the change to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel to be changed.
 - (o) The city council shall review the proposed amendment and take action as described in subsection (E) above.

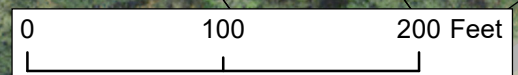


HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

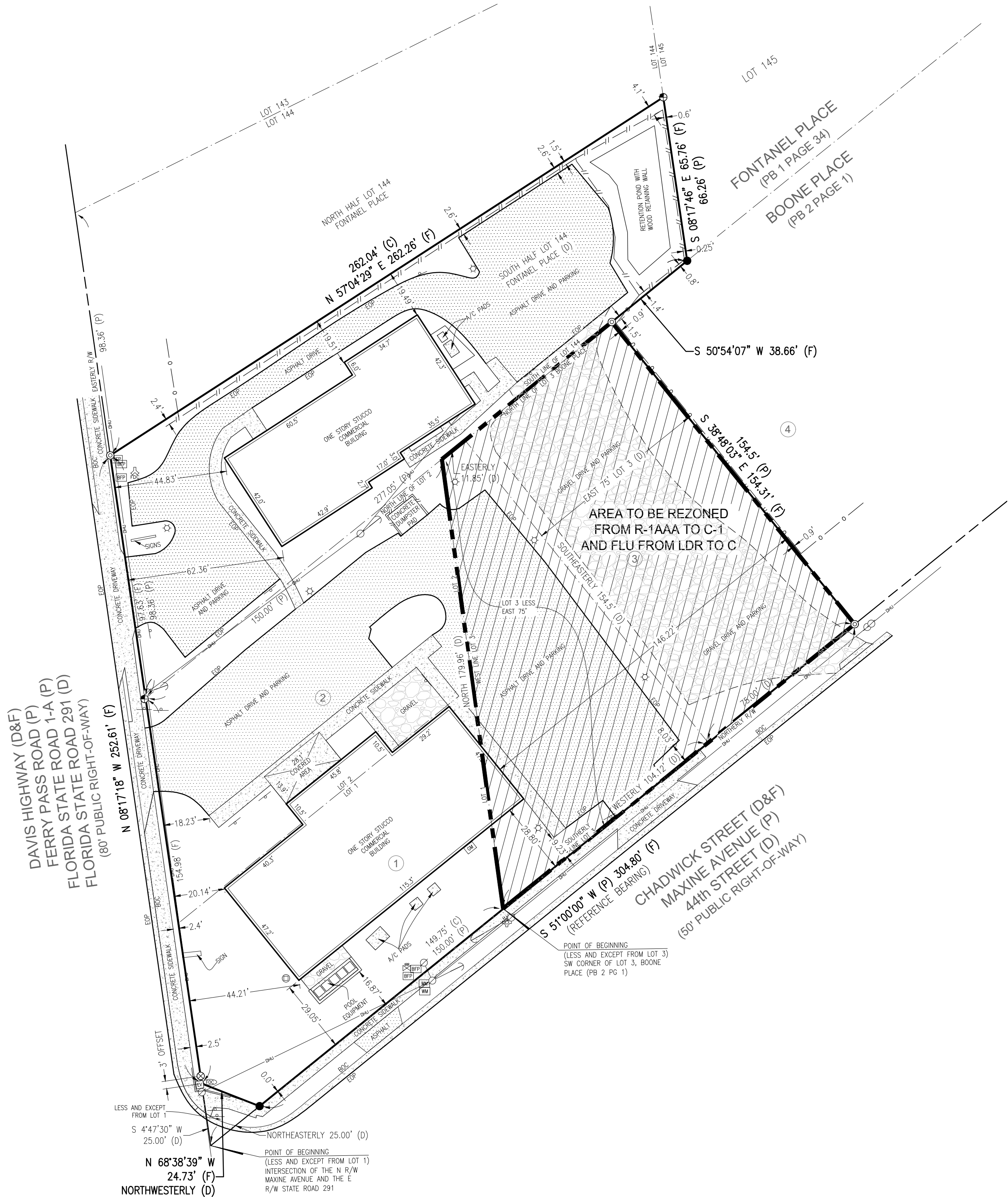
CHADWICK ST



Date: 8/11/2020



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



DESCRIPTION: (AS PROVIDED)

THE SOUTH HALF OF LOT 144, FONTANEL PLACE, BEING A SUBDIVISION OF A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, AT PAGE 34 OF THE PUBLIC RECORDS OF SAID COUNTY.

AND

LOTS 1 AND 2, BOONE PLACE, A SUBDIVISION IN SECTION 49, TOWNSHIP 1 SOUTH, RANGE 30 WEST, DESCRIBED ACCORDING TO PLAT OF SAID SUBDIVISION OF RECORD IN PLAT BOOK 2, AT PAGE 1 OF THE PUBLIC RECORDS OF SAID COUNTY, LESS AND EXCEPT: A PARCEL OF LAND BEING TRIANGULAR IN SHAPE IN THE SOUTHWEST CORNER OF LOT 1, BOONE PLACE SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MAXINE AVENUE AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 291 (DAVIS HIGHWAY); THENCE RUN NORTHEASTERLY 25 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID MAXINE AVENUE; THENCE RUN NORTHWESTERLY ALONG A STRAIGHT LINE TO THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD 291 (DAVIS HIGHWAY); AT A POINT 25 FEET NORTH 4 DEGREES 47 MINUTES 30 SECONDS WEST OF THE POINT OF BEGINNING; THENCE SOUTH 4 DEGREES 47'30" EAST 25 FEET TO THE POINT OF BEGINNING.

AND

LOT 3 OF BOONE PLACE LESS AND EXCEPT: THE EAST 75 FEET OF SAID LOT 3, THE SAID BOONE PLACE BEING A SUBDIVISION OF A PORTION OF SECTION 49, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 2, AT PAGE 1, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA; THE SAID PORTION OF LOT 3 BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 179.96 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 A DISTANCE OF 11.85 FEET TO THE POINT; THENCE RUN SOUTHEASTERLY ON A LINE PARALLEL TO THE EASTERLY LINE OF SAID LOT 3 AND 75 FEET WESTERLY OF SAID EASTERLY LINE OF SAID LOT 3 FOR A DISTANCE OF 154.5 FEET TO THE SOUTHERLY LINE OF SAID LOT 3; THENCE RUN WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3 BEING THE NORTHERLY LINE OF 44TH STREET (CHADWICK STREET) FOR A DISTANCE OF 104.12 FEET TO THE POINT OF BEGINNING.

AND

THE EAST 75 FEET OF LOT 3, BOONE PLACE, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 1, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

GENERAL NOTES:

- NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE PLAT BEARING OF SOUTH 51°00'00" WEST ALONG THE SOUTHERLY LINE OF LOTS 1 AND 3 AS PER RECORDED PLAT OF BOONE PLACE, PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY; COPY OF SAID RECORDED PLAT OF BOONE PLACE, COPY OF RECORDED PLAT OF FONTANEL PLACE; PLAT BOOK 1 PAGE 34 OF SAID PUBLIC RECORDS; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
- THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
- VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0380G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
- THIS SURVEY IS CERTIFIED TO:
 - FOUNTAIN, SCHULTZ & BRIDGEFORD, P.L.L.C.
 - OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 - DAVIS IMP, L.L.C.
 - CENTENNIAL BANK

LEGEND:

- ⊗ SET 1/2" DIA RED CAPPED IRON ROD (No. 7916)
- FOUND 1/2" DIA IRON ROD (UNNUMBERED)
- ⊙ FOUND 1" DIA IRON PIPE (UNNUMBERED)
- ⊕ FOUND 1/2" DIA CAPPED IRON ROD (ILLEGIBLE)
- ⊗ DENOTES WOOD UTILITY POLE
- ⊕ DENOTES METAL UTILITY POLE
- ⊕ DENOTES SINGLE SUPPORT SIGN
- 0 — DENOTES CHAIN LINK FENCE
- // — DENOTES WOOD PANEL FENCE
- ⊗ DENOTES FIBER OPTIC CABLE MARKER
- ⊕ DENOTES FIRE HYDRANT
- ⊗ DENOTES BACK FLOW PREVENTER
- ⊕ DENOTES FIRE DEPARTMENT CONNECTION
- ⊗ DENOTES GAS METER
- ⊕ DENOTES GUY WIRE ANCHOR
- ⊗ DENOTES IRRIGATION VALVE
- ⊕ DENOTES WATER METER
- ⊗ DENOTES SEWER CLEANOUT
- ⊕ DENOTES ELECTRIC VAULT
- ⊗ DENOTES OVERHEAD ELECTRIC
- ④ DENOTES LOT NUMBER
- A/C DENOTES AIR CONDITIONING
- BOC DENOTES BACK OF CURB
- (C) DENOTES CALCULATED PER FIELD DATA
- (D) DENOTES DEED INFORMATION
- EOP DENOTES EDGE OF PAVEMENT
- (F) DENOTES FIELD INFORMATION
- (P) DENOTES PLAT INFORMATION
- PB DENOTES PLAT BOOK
- PG DENOTES PAGE
- R/W DENOTES RIGHT OF WAY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: MARK A. NORRIS
FLORIDA REGISTRATION No. 6211

DATE

BOUNDARY SURVEY

PREPARED FOR:

DAVIS IMP, L.L.C.

REQUESTED BY:

KERRY ANNE SCHULTZ
FOUNTAIN, SCHULTZ & BRIDGEFORD, P.L.L.C.

PROJECT NO:
2019.131

DRAWN BY: BTH

CHKD BY: MANIANG

SCALE: 1" = 30'

F.B.I. 19-06

PG. 74-77

DATE: 8/29/2019

REVISION/ACTION TAKEN

NO. DATE APPR.

SACRED HEART MEDICAL
4406 NORTH DAVIS HIGHWAY

SECTION: 49 TOWNSHIP: 1 S
COUNTY: ESCAMBIA

A PORTION OF

RANGE: 30 W
STATE: FLORIDA

NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED
SURVEYOR AND MAPPER



REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

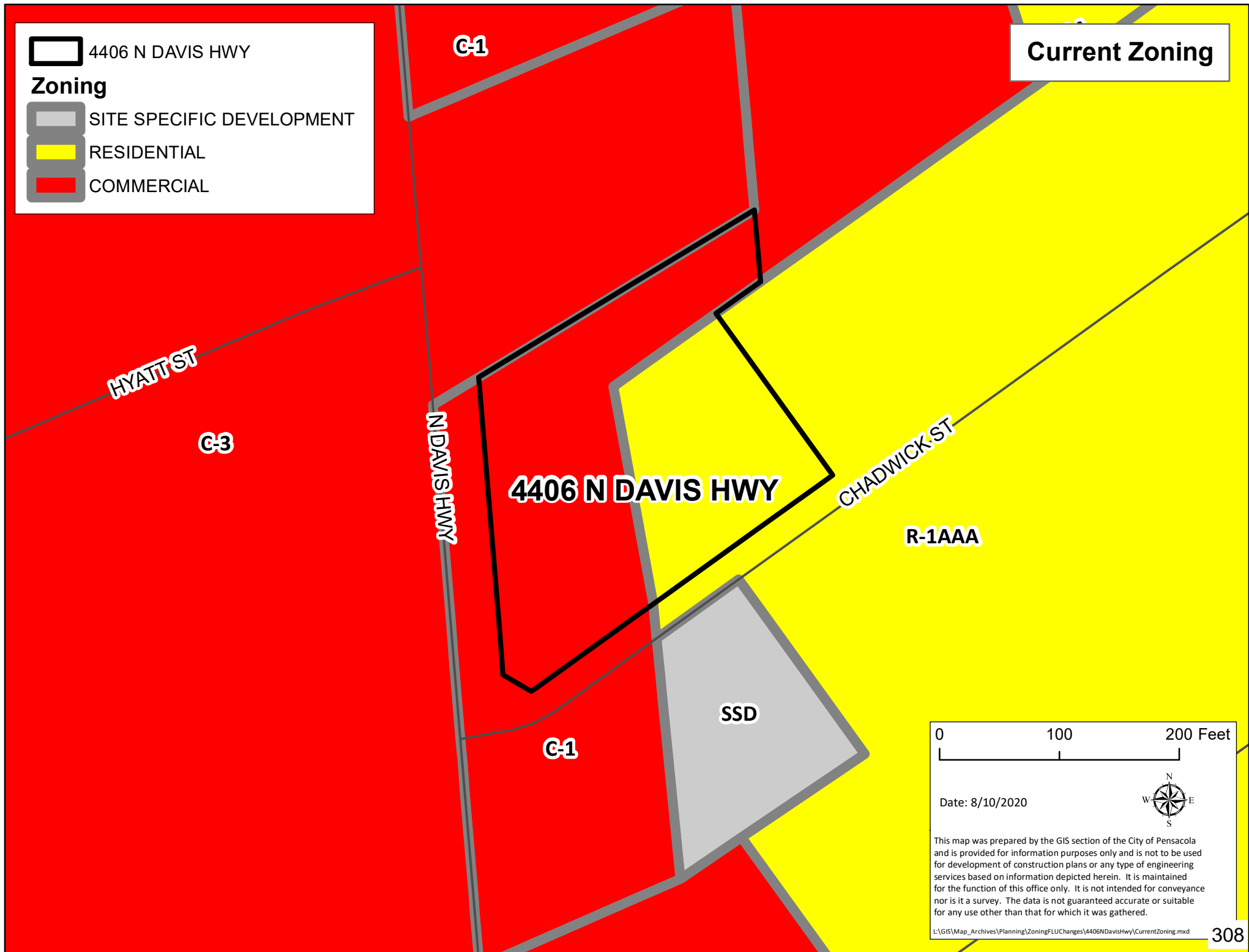
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 0006657 LE 7916

4406 N DAVIS HWY

Zoning

- SITE SPECIFIC DEVELOPMENT
- RESIDENTIAL
- COMMERCIAL

Current Zoning



 4406 N DAVIS HWY

Future Land Use

 COMMERCIAL

 LOW DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

MEDIUM | **Current Future
Land Use**

HYATT ST

COMMERCIAL

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

LOW DENSITY RESIDENTIAL

0 100 200 Feet

Date: 8/11/2020



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L:\GIS\Map_Archives\Planning\ZoningFLUChanges\4406NDavisHwy\CurrentFLU.mxd

- 4406 N DAVIS HWY
- SITE SPECIFIC DEVELOPMENT
- RESIDENTIAL
- COMMERCIAL

Proposed Zoning

HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

0 100 200 Feet

Date: 8/10/2020



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4406 N DAVIS HWY

Future Land Use

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

**Proposed Future
Land Use**

HYATT ST

COMMERCIAL

4406 N DAVIS HWY

CHADWICK ST

LOW DENSITY RESIDENTIAL

N DAVIS HWY

0 100 200 Feet

Date: 8/21/2020



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L:\GIS\Map_Archives\Planning\ZoningFLUChanges\4406NDavisHwy\ProposedFLU.mxd

Department:	Comments:
FIRE	No comments.
PW/E	No comments.
InspSvcs	No comments.
ESP	No comments.
ECUA	No comments.
GPW	No comments.
ATT	No comments.

Cynthia Cannon

From: Diane Moore
Sent: Tuesday, August 11, 2020 10:57 AM
To: Cynthia Cannon
Subject: RE: Rezoning Application - 4406 N Davis Hwy

Pensacola Energy has no comments on this rezoning request.

Thanks,
Diane

Diane Moore | Gas Distribution Engineer
Pensacola Energy | 1625 Atwood Drive, Pensacola, FL 32514
Desk: 850-474-5319 | Cell: 850-324-8004 | Fax: 850-474-5331
Email: dmoore@cityofpensacola.com

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For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

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From: Cynthia Cannon <CCannon@cityofpensacola.com>
Sent: Tuesday, August 11, 2020 10:08 AM
To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>
Subject: Rezoning Application - 4406 N Davis Hwy

Good Morning All,

Please see the attached request before the Planning Board for a rezoning at 4406 N Davis Hwy. Please provide comments **by close of business on Friday, August 21, 2020.**

Cynthia Cannon

From: Andre Calaminus <andre.calaminus@ecua.fl.gov>
Sent: Tuesday, August 11, 2020 3:03 PM
To: Cynthia Cannon
Subject: [EXTERNAL] RE: Rezoning Application - 4406 N Davis Hwy

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Cynthia,

The rezoning request does not impact any ECUA utility connections or operations, therefore, ECUA has no comment.

Thanks,

Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |

P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: www.ecua.fl.gov |

Phone: (850) 969-5822 | Fax: (850) 969-6511 |

From: Cynthia Cannon <CCannon@cityofpensacola.com>
Sent: Tuesday, August 11, 2020 10:08 AM
To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>
Subject: Rezoning Application - 4406 N Davis Hwy

****WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders ****

Good Morning All,

Please see the attached request before the Planning Board for a rezoning at 4406 N Davis Hwy. Please provide comments **by close of business on Friday, August 21, 2020.**

Thank you!

Cynthia Cannon, AICP

Assistant Planning Director

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Cynthia Cannon

From: Annie Bloxson
Sent: Wednesday, August 12, 2020 3:27 PM
To: Cynthia Cannon
Subject: RE: Rezoning Application - 4406 N Davis Hwy

Good Evening,

I do not oppose the request to rezone 4406 N. Davis Hwy.

Respectfully,

Annie Bloxson

Fire Marshal

Visit us at PensacolaFire.com

475 E. Strong St.

Pensacola, FL 32501

Office: 850.436.5200

abloxson@cityofpensacola.com



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From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Tuesday, August 11, 2020 10:08 AM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T)



MINUTES OF THE PLANNING BOARD

October 13, 2020

MEMBERS PRESENT: Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Murphy, Board Member Sampson

MEMBERS VIRTUAL: Board Member Powell

MEMBERS ABSENT: Board Member Larson, Board Member Wiggins

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay (virtual), Planning Director Morris (virtual), Building Official Bilby (virtual), Sustainability Coordinator Jackson, Network Engineer Johnston

OTHERS VIRTUAL: Councilperson Myers, Robert Rushing, Tom Paux, Leah Welborn, Ken Williams, Bryan Russell, Colleen Becton, Scott Sallis

OTHERS PRESENT: Philip Partington, Brian Spencer, Jason Rebol, Kerry Anne Schultz

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from August 11, 2020.
- **New Business:**
 - Carver Darden Sign Variance**
 - Admirals Row Aesthetic Review – S. Palafox**
 - Waffle House 401 E. Gregory**
 - Aragon Mail Covering**
 - 4406 N Davis Hwy Rezoning**
 - Lanier Place Subdivision Plat**
 - Council Myers Tree Ordinance Amendment**
 - Engineering Proposed Tree Ordinance**
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

222 West Main Street Pensacola, Florida 32502

www.cityofpensacola.com

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting.

Approval of Meeting Minutes

1. Board Member Powell made a motion to approve the August 11, 2020 minutes, seconded by Board Member Sampson, and it carried unanimously.

New Business

2. Carver Darden Sign Variance – Chairperson Ritz advised this item was a quasi-judicial matter. Assistant Planning Director Cannon stated Carver Darden submitted a Variance application to the maximum signage allowance requirements for the building located at 151 W. Main Street, which is in the Waterfront Redevelopment District (WRD). Per Section 12-4-4, Signs and Section 12-2-12 (C) (4) (a), Redevelopment Land Use District, of the Land Development Code, the following regulations apply in the WRD:

“Size: Ten (10) percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed fifty (50) square feet. Buildings exceeding five (5) stories in height: one attached wall sign or combination of wall signs not to exceed two hundred (200) square feet and mounted on the fifth floor or above.”

This request has been routed through the various City departments and utility providers.

Chairperson Ritz read the seven (7) variance criteria noting special conditions of street frontage.

He emphasized that the burden of proof would lie with the applicant.

Mr. Rushing presented to the Board and stated only one side of the building was visible from Main Street. He emphasized the importance of signage for a law firm. He also stated they would not return to ask for additional signage if the variance request was approved. He indicated their firm occupied the entire second floor and had no signage facing the northwest corner. Chairperson Ritz referred to the variance criteria for reference. In considering No. 2 of the variance criteria for special conditions, it was determined that the applicant was not a tenant when the signage was originally allocated to other businesses. Staff referenced the WRD maximum allowed signage of 50 sq. ft. per elevation. Mr. Paux stated the tenants on the first floor used 39 sq. ft. and Chairperson Ritz explained 11 sq. ft. were unclaimed; the sign being requested was 50 sq. ft., which would be 39 sq. ft. beyond the maximum allowed. Board Member Murphy was concerned this might be considered a special privilege (No. 3) and could set an unwanted precedent for future developments in WRD. The other tenants signage located on the first floor of 151 Main Street averaged 13 sq. ft per sign. It was pointed out the applicant's firm occupied the entire second floor which was the reason for the larger sign request. Chairperson Ritz explained that the actual question was whether 50 sq. ft. was the minimum request that would make it possible for the reasonable use of this land. He felt the answer was “no” since 50 sq. ft. was the maximum allowed per elevation in the WRD. Board Member Grundhoefer agreed. On No. 6 and 7 of the variance criteria, the Board members agreed the request would not be injurious or impair the public health, etc. They also agreed in Section 12-13-3 (E)(1)(a) the variance would not detract from the architectural integrity, and (b) the only injurious aspect might be the comparison to other tenants in the same building. Staff exhibited the boundaries of the WRD. Board Member Grundhoefer

questioned if the Board wanted to set a precedent with this building since there would be future buildings in the Maritime Park area asking for signage. Board Member Powell offered this was dealing with a tenant who occupied an entire floor. Board Member Grundhoefer suggested the applicant could go to the landlord on the premise they occupy 50 percent of the building and should have 50 percent of the signage. Board Member Powell referred to No. 1 in the variance criteria indicating this situation might be considered “peculiar to the land” since this building was not considered in the master plan. Chairperson Ritz agreed that this did present a unique condition with the property, street frontage, etc., and it was not the applicant’s fault (No. 2) that the building owner might have allowed the other signs to be put in place, however, all the other variance items needed to be met.

Mr. Rushing referenced Ascension having three spaces with signs extending over all the spaces. He also emphasized that they did not cause the issue (No. 2). In No. 3, he explained a variance itself was asking for something special, and they were not asking for anything out of line. Considering No. 4, being on the second floor was a problem for their clients since they were always asking for their location. He offered that when looking up at the second floor, 66 sq. ft. (No. 5) would have offered better visibility; however, they minimized their request to 50 sq. ft. He also noted that none of the solicited departments indicated anything that would impair the public welfare (No. 6). He felt they had met the criteria and requested the Board consider what they put forward and grant the variance.

Board Member Powell made a motion to approve the variance, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Grundhoefer and Sampson dissenting. The dissenting Board members stated criteria No. 3 had not been met. Board Member Grundhoefer explained it was unfortunate that the landlord gave all the square footage to the small tenants and not to the major tenant. He advised he would support 25 sq. ft. (14 sq. ft. beyond the maximum allowed) on the second floor which would grant 14 additional sq. ft. for the tenants on the ground floor. Assistant City Attorney Lindsay explained that might not be something the applicant was willing to do based on their presentation. Chairperson Ritz explained the first floor tenants would get 14 additional sq. ft. and the applicant would get 25 sq. ft. He asked if this counter proposal were approved would the applicant still be able to address Council for the original request, and Counsel stated they still had their appeal rights, but the Board could make that motion and perhaps that would be the solution people would reach.

Board Member Grundhoefer made a motion to approve a 25 sq. ft. sign for Carver Darden plus 39 sq. ft. for the remaining tenants maintaining their current square footage, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Sampson and Powell dissenting. Chairperson Ritz informed the client that the appeal process was the next step.

3. Admirals Row Aesthetic Review – S. Palafox

Admirals Row, LLC, is requesting an aesthetic review for minor revisions to their previously submitted plans for a new multi-family development, “Admiral’s Row”, located in the SPBD, South Palafox Business District. New developments in the SPBD are subject to Sections 12-2-81 (C), approval procedure, and 12-2-82 (D), design standards and guidelines, aesthetic review provisions, as well as the additional provisions in Section 12-2-13 (E).

Chairman Ritz indicated he shared an office space with the applicant’s architectural firm but was not an employee of that firm. Mr. Partington presented to the Board and stated they were not increasing the number of units, and the parking spaces remained the

same. They were moving the domestic water service to the south end of the drive. He explained the prior submission was four habitable floors over parking with a parapet roofline. They were now adding an additional floor, with the fourth and fifth floors changing from the lower floors with three units apiece; they propose one unit on the fourth floor and two units on the fifth floor on Building B. Building C on the street has been eliminated and is now part of the covered parking. Building A has seven units. He stated they were within their height limit and required no variances. Chairman Ritz still considered the building bringing life to an abandoned property and had no issues or concerns.

Board Member Powell made a motion to approve, seconded by Board Member Sampson, and with no speakers, it carried unanimously.

4. Waffle House 401 E. Gregory

Ken Williams, Vice President, Waffle House, Inc. is requesting aesthetic review for a remodel of the Waffle House located at 401 E. Gregory Street, which is located in the Gateway Redevelopment District (GRD). All existing exterior walls and roof will remain. No changes are being proposed to the parking lot; however, it will be repaved. Mr. Williams presented to the Board and stated they had reduced the number of parking spaces and added landscaping; the building itself would look the same but newer. The interior would be entirely remodeled, and it was determined the number of parking spaces met the Code requirement.

Board Member Grundhoefer made a motion to approve as submitted, seconded by Board Member Murphy, and it carried unanimously.

5. Aragon Mail Covering

Scott Sallis, Dalrymple Sallis Architecture, is requesting approval for a new one-story mailbox covering/pavilion behind the existing Aragon Community Garden shed. Building materials include painted composite siding and trim work and painted wood structure with metal roofing to match the existing shed roofing.

Chairperson Ritz and Board Member Murphy had no concerns with the request. Mr. Sallis presented to the Board and stated they had not received the written approval from the Aragon ARB.

Board Member Powell made a motion to approve, seconded by Board Member Murphy, and it carried unanimously.

6. 4406 N Davis Hwy Rezoning

Davis IMP, LLC are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 4406 N. Davis Highway and identified by parcel number 49-1S-30-9101-000-001. The property is currently zoned R-1AAA, Residential Zoning District and the existing Future Land Use (FLU) designation is LDR, Low Density Residential. The applicant is proposing to amend the zoning district to C-1, Commercial Zoning District and the FLU to Commercial for a medical office.

Chairperson Ritz stated this location was a commercial corridor of Davis Highway, and this area was getting a more medical flavor.

Mr. Rebol addressed the Board and stated part of the building was located in the residential zone, and in order to construct the expansion of the facility, the rezoning and FLUM were necessary. He also stated the required buffers between residential and commercial would be addressed. Ms. Schultz, the attorney for the applicant, stated Sacred Heart had been

the tenant, and they were expanding the building for additional physician offices. She stated she believed they had met all the requirements for the rezoning and FLUM and indicated there had been no negative comments from other departments. They asked the Board for approval in order to proceed to Council for the project. Chairman Ritz explained the C-1 zoning would be lightest commercial zoning.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Sampson, and it carried unanimously.

7. Lanier Place Subdivision Plat

Spetto Properties is requesting a combined preliminary and final plat approval for the Lanier Place Subdivision located at 7011 Lanier Drive. One parcel zoned R-1AA will be subdivided into four lots to accommodate single-family residences. This is considered a minor subdivision.

Mr. Rebol presented to the Board and stated they were proposing a 4-lot subdivision, consisting of 4 50' lots. He explained the existing structure would be demolished. He advised subdivision would have a stormwater component placed on the east side in a swell configuration acting as a bio-retention system. He indicated they would work to save the existing trees.

Board Member Murphy made a motion to approve as presented, seconded by Board Member Grundhoefer, and it carried unanimously.

8. Council Myers Tree Ordinance Amendment

Chairperson Ritz explained that Item 8 and 9 were very similar and advised the Board to talk about them simultaneously, but the vote would be individually.

Proposed LDC Amendment to Section 12-6-4 – Landscape and Tree Protection Plan – Added language: **Prior to approval all landscape and tree protection plans shall be posted to the city's website and a copy sent to the council person in whose district the permit will be issued.** Such notice requirement will be posted two weeks prior to any approval of a landscaping plan.

Engineering Proposal - Proposed LDC Amendment to Section 12-6 Tree and Landscape Regulations -

- Staff recommends that all tree removal, pruning, and plantings be reviewed and approved by one designated arborist. This provides a more efficient and straightforward process for the public when dealing with the City's Urban Forest.
- Staff recommends that as a part of the Notice of removal for two-plus heritage trees or ten plus protected trees, that signage be posted two weeks before removal. Additionally, Notice will be given to the appropriate councilperson in which district the removal is taking place.
- Staff made changes to provide clarity as to when trees shall be planted.
- Staff revisions take into account the Florida Statute 163.045.
- Staff recommends changes to the Tree Fund so that it allows for both planting and maintaining trees and may be authorized by City Council to fund an arborist. Furthermore, staff recommends the grant program be reduced to 50% and \$5,500.00 max; also, that the City's designated arborist review grant projects to ensure appropriate measures are taken to ensure the health of the project.

Assistant Planning Director Cannon explained we would want one ordinance to move forward to Council, and staff was available to assist with this process. Chairperson Ritz advised Item 8 addressed the notification process, while Item 9 contained more in-depth coverage.

Councilperson Meyers addressed Item 8. For background information, she had observed a sign indicating tree removal in her district which had no means for contact; a day later when she returned to the site, at least one-third of the trees had been removed with no adequate notice posted. She advised that the proper notice would give an opportunity to look at a plan before it was approved and possibly talk to the developer to have a conversation. She explained we do not have adequate notice to make sure that Urban Forests are protected. She felt the public wanted more notification than what they were getting before the Urban Forests and trees were destroyed.

Mr. Bilby stated relating to the City's draft, they were trying to simplify and streamline the tree ordinance to create a one-person, one-department ordinance where citizens and city administration would know where to go. He indicated they did incorporate all of Councilperson Meyers' language into this draft, and it was reviewed by administration and legal. The only thing they did not include was the delay of an approved project. They did allow for the length of time signage would need to be there, and the 311 number for calling the City, or another number for later on, was to be placed on the sign. The administration wanted someone identified on the signage where citizens could go to ask questions. Language was also included to notify the appropriate Council person for a review of a tree and landscape plan in their district. They also made requirements to strengthen heritage trees, getting a permit for pruning heritage trees, and removed the \$1000.00 cap on the residential mitigation fees for a new development. They believed this was a working fluid document, and as they perform tree canopy studies, eventually they will fix some of the types working on this document for the next few years. They thought it important to get a certified arborist on staff or on contract to help with this process. They also cleaned up language that was conflicting with the LDC or was not worded correctly.

Board Member Murphy wanted to know in the current process for the developer to come to the Inspections Department, what was required before they could develop the land. Mr. Bilby advised the applicant would need a landscape plan developed in accordance with the ordinance prepared by a certified landscape architect or a civil engineer or architect per the ordinance. He stated some developers come in for an initial development review ahead of the project, and some come in for actual submittal. Those that have not looked at the ordinance, have the plans returned to them for revisions. The typical review time for a commercial project with landscape review is between 3 and 4 weeks, depending on their workload. If revisions are required, another week or two might be required. They cannot hold up a building permit for a state regulatory permit which is clear in the State statute; permits are issued once everything meets City code. He advised they could withhold CO's for state permits, but they cannot withhold a building permit per the State statute, which took away a lot of the requirements to hold permits and development permits until all the State permits were collected.

Board Member Murphy explained there was a review period between the time the developer first contacts the City and the time they put the shovel in the ground. She indicated many municipalities already have a review by a planning board or staff and an arborist before any tree and landscape plan is approved and building permit is okayed. She asked could there not be an ordinance to allow for that review while we are still reviewing the ordinance to protect the tree canopy. Mr. Bilby stated it was the responsibility

of the reviewer to reach out to the Council member in that district to notify them that a tree and landscape removal permit was submitted; that review process takes 3 to 4 weeks. Chairperson Ritz asked if Item 9 covered the timeframe, and Board Member Murphy stated it did not. Mr. Bilby explained they required a two-week period for notification signs prior to tree removal – 12-6-4 (D) Item 9. Board Member Murphy stated there needed to be a notification to the public possibly on the website. Chairperson Ritz explained Item 8 was more of a notice, whereas Item 9 contained not only a notice aspect but also additional restrictions for heritage trees and tree issues. He preferred seeing Item 9 for tree protection as well as notification go forward to Council. Board Member Grundhoefer explained the Board could not accept both items because they conflict. Councilperson Meyers stated based on what Mr. Bilby said, she only addressed the notice, but she believed Item 9 was more comprehensive and did not object to that. She wanted to make it clear that when the Council member was noticed, she believed every Council member would make sure their constituents were noticed, and it would give opportunity to talk to the developers who mostly want to be good neighbors. She did feel this was a good start and appreciated Board Member Murphy's strong advocacy on behalf of trees and the environment. She indicated Council could approve it as is or make suggestions on how to make it better. Mr. Bilby confirmed the notification was under 12-6-4 (D) The City designated Arborist will notify the councilperson in which the removal is requested. Board Member Grundhoefer asked the difference between cutting in a development and cutting trees on private property. Mr. Bilby stated current language states the applicant must go to Parks and Recreation to obtain a tree removal permit. Where there is already a single-family dwelling, the requirement is only for a heritage tree, and that language was not amended other than it was streamlined to one person-one department, with the City's designated arborist as the reviewer; the pruning of heritage trees was applicable to a permit which is handled by Parks and Recreation. As long as it was not the development of a project, the City would not see it. Chairperson Ritz explained the document was adding protection for heritage trees on residential property. Councilperson Meyers stated she was committed to finding the money to support an arborist. Chairperson Ritz stated 12-6-10 (C) contained language that the Tree Trust Fund could be used to fund the City's arborist.

Board Member Murphy made a motion to deny Item 8, seconded by Board Member Grundhoefer, and it carried unanimously.

9. Engineering Proposed Tree Ordinance

Board Member Murphy made a motion to approve Item 9 as written and presented, seconded by Board Member Powell, and it carried unanimously.

Open Forum – None

Discussion on the Proposed Amendment to the Tree Ordinance

Ms. Murphy stated she had been in contact with both professors to come up with a game plan and workshop. She had distributed videos to Councilperson Meyers and Assistant Director Cannon to distribute to the Board members to know what the discussion topics would be.

Adjournment – With no further business, Chairperson Ritz thanked the Board for its

patience with the change in methods of physical and virtual participation and adjourned the meeting at 5:00 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board

- 4406 N DAVIS HWY
- SITE SPECIFIC DEVELOPMENT
- RESIDENTIAL
- COMMERCIAL

Proposed Zoning

HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

0 100 200 Feet

Date: 8/10/2020



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L:\GIS\Map_Archives\Planning\Zoning\FLUChanges\4406NDavisHwy\ProposedZoning.mxd



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 48-20

City Council

12/10/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 48-20 - CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, RELATED TO RESTRICTING DEVELOPMENT AT HITZMAN-OPTIMIST PARK

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 48-20 on second reading:

AN ORDINANCE CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; RESTRICTING DEVELOPMENT AT HITZMAN-OPTIMIST PARK; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

Hitzman-Optimist Park (the "Park"), located at 3221 Langley Avenue, is a City-owned and maintained recreational facility that is open for public use and is accessible for people of all ages and abilities, with amenities not limited to but including athletic fields, restroom facilities, playground equipment, a disc golf course, and a walking path.

The City of Pensacola is committed to providing privacy and enjoyment to neighbors at the Park by means of natural foliage and ensuring protection to the existing wooded areas of the park.

In 2019, Parks and Recreation staff met with the Scenic Heights Neighborhood Association concerning improvements, including soccer fields, to Hitzman-Optimist Park. One of their concerns was the possible future development of the park's remaining wooded area in the form of additional sports fields and parking. The association expressed a desire to preserve Hitzman-Optimist Park's value to the City of Pensacola and its citizens, as well as to continue to provide privacy and natural beauty to neighbors. The ordinance will prevent the wooded area from being disturbed by construction, adding value to the Park as well as providing privacy and natural beauty as requested by the association.

PRIOR ACTION:

April 23, 2020 - City Council was presented with Resolution 2020-13 for approval. Upon discussing the item, it was determined that while the intent was there, it lacked enforceability and needed stronger language. The City Council found it appropriate to restrict future development of the remaining wooded area of the park. The item was withdrawn in favor of being written in the form of an ordinance.

November 12, 2020 - City Council voted to approve Proposed Ordinance No. 48-20 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

CITY ATTORNEY REVIEW: Yes

10/27/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator- Community Development

Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) REVISED Proposed Ordinance No. 48-20 clean version
- 2) REVISED Proposed Ordinance No. 48-20 strike through and underline version
- 3) Original Draft Proposed Ordinance No. 48-20
- 4) Exhibit A

PRESENTATION: No

PROPOSED
ORDINANCE NO. 48-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; RESTRICTING DEVELOPMENT AT HITZMAN-OPTIMIST PARK; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hitzman-Optimist Park (the "Park"), located at 3221 Langley Avenue, is a city owned and maintained recreational facility that is open for public use and is accessible for people for all ages and abilities, with amenities not limited to but including athletic fields, restroom facilities, playground equipment, a disc golf course, and a walking path; and

WHEREAS, the City of Pensacola is committed to providing privacy and enjoyment to neighbors of the Park by means of natural foliage and ensuring protection to the existing wooded areas of the Park; and

WHEREAS, the City Council and City of Pensacola finds that it is in the public interest to endorse a limitation declaration that will prohibit the future development of parking lots, playing fields, or other improvements in the currently wooded area of the Park, once the current park renovations are complete.

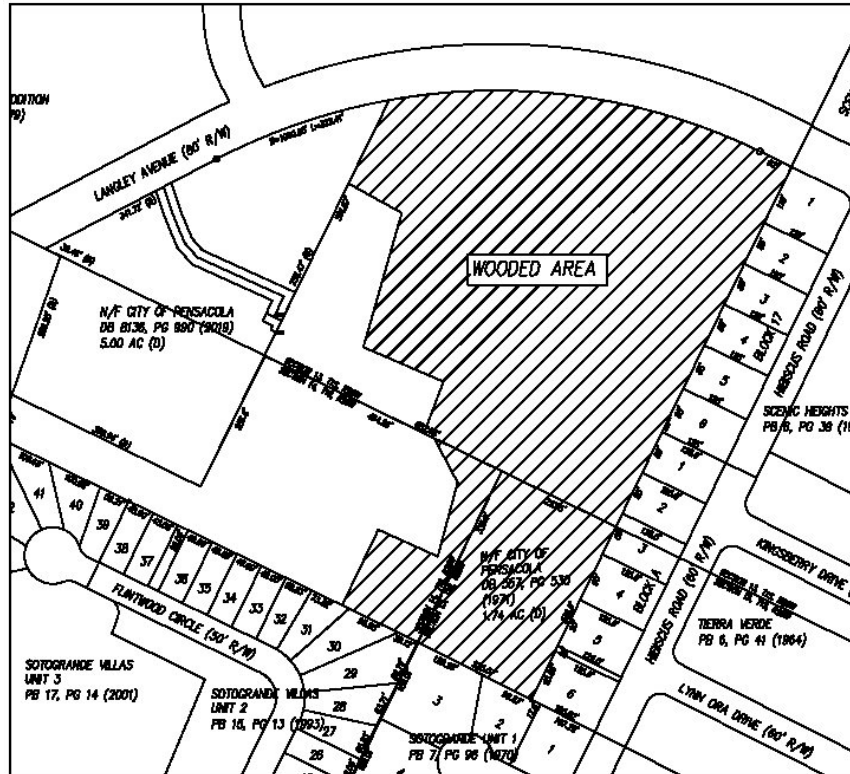
NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 6-3-21 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

SECTION 6-3-21. Hitzman-Optimist Park Development.

1. Definitions.

(a) *wooded area* means the shaded area designated as "wooded area" in the following illustration:



(b) *park* means the parcels comprising Hitzman-Optimist Park.

2. Restrictions on the wooded area.

There shall be no encroachment into the wooded area created by the construction of additional athletic fields or other development within the park. Maintenance within the park will continue to include upkeep of the foliage within the wooded area in order to ensure safety preparedness by removal of harmful underbrush or dead trees and limbs for the general safety of the public and in preparation for or as a result of natural emergencies such as hurricanes and fires.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

PROPOSED
ORDINANCE NO. 48-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ~~PROVIDING THE INTENT; RESTRICTING DEVELOPMENT AT HITZMAN-OPTIMIST PARK; PROVIDING FOR DEFINITIONS; PROVIDING RESTRICTIONS ON THE WOODED AREA;~~ PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hitzman-Optimist Park (the "Park"), located at 3221 Langley Avenue, is a city owned and maintained recreational facility that is open for public use and is accessible for people for all ages and abilities, with amenities not limited to but including athletic fields, restroom facilities, playground equipment, a disc golf course, and a walking path; and

WHEREAS, the City of Pensacola is committed to providing privacy and enjoyment to neighbors of the Park by means of natural foliage and ensuring protection to the existing wooded areas of the Park; and

WHEREAS, the City Council and City of Pensacola finds that it is in the public interest to endorse a limitation declaration that will prohibit the future development of parking lots, ~~and/or~~ playing fields, or other improvements in the currently wooded areas of the Park, once the current park renovations are complete.

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

SECTION 1. Section 6-3-21 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

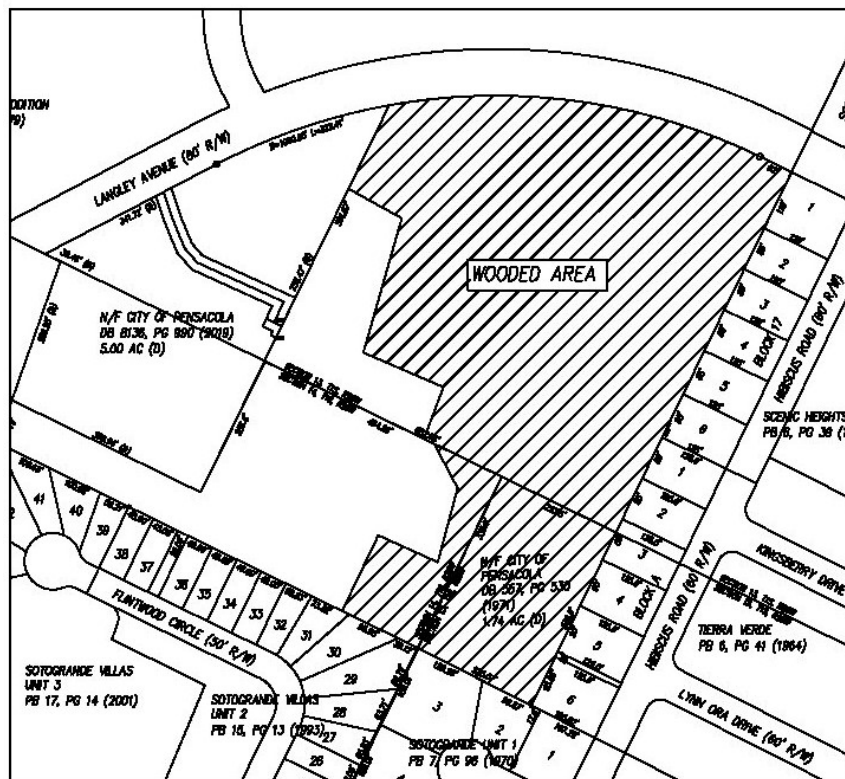
SECTION 6-3-21. Hitzman-Optimist Park Development.

~~1. Intent.~~

~~In order to preserve Hitzman-Optimist Park's value to the City of Pensacola and its citizens, as well as to continue to provide privacy and natural beauty to neighbors, the city council finds it is appropriate to restrict future development of the currently wooded areas of the park.~~

21. Definitions.

(a) *wooded area* means the shaded area designated as "wooded area" in the following illustration: ~~image attached to this ordinance as Exhibit "A."~~



(b) ~~The~~ "park" means the parcels comprising Hitzman-Optimist Park.

23. Restrictions on the wooded area.

There shall be no encroachment into the wooded area created by the construction of additional athletic fields or other development within the park. Maintenance within the park will continue to include upkeep of the foliage within the wooded area in order to ensure safety preparedness by removal of harmful underbrush or dead trees and limbs for the general safety of the public and in preparation for or as a result of natural emergencies such as hurricanes and fires.

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.

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Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

PROPOSED
ORDINANCE NO. 48-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING THE INTENT; PROVIDING FOR DEFINITIONS; PROVIDING RESTRICTIONS ON THE WOODED AREA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hitzman-Optimist Park (the "Park"), located at 3221 Langley Avenue, is a city owned and maintained recreational facility that is open for public use and is accessible for people for all ages and abilities, with amenities not limited to but including athletic fields, restroom facilities, playground equipment, a disc golf course, and a walking path; and

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WHEREAS, the City Council and City of Pensacola finds that it is in the public interest to endorse a limitation declaration that will prohibit the future development of parking lots and/or playing fields in the currently wooded areas of the Park, once the current park renovations are complete.

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

SECTION 1. Section 6-3-21 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

1. Intent.

In order to preserve Hitzman-Optimist Park's value to the City of Pensacola and its citizens, as well as to continue to provide privacy and natural beauty to neighbors, the city council finds it is appropriate to restrict future development of the currently wooded areas of the park.

2. Definitions.

(a) *wooded area* means the shaded area designated as "wooded area" in the image attached to this ordinance as Exhibit "A."

(b) The “park” means the parcels comprising Hitzman-Optimist Park.

3. Restrictions on the wooded area.

There shall be no encroachment into the wooded area created by the construction of additional athletic fields or other development within the park. Maintenance within the park will continue to include upkeep of the foliage within the wooded area in order to ensure safety preparedness by removal of harmful underbrush or dead trees and limbs for the general safety of the public and in preparation for or as a result of natural emergencies such as hurricanes and fires.

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.

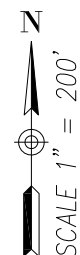
SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



SKETCH OF DESCRIPTION

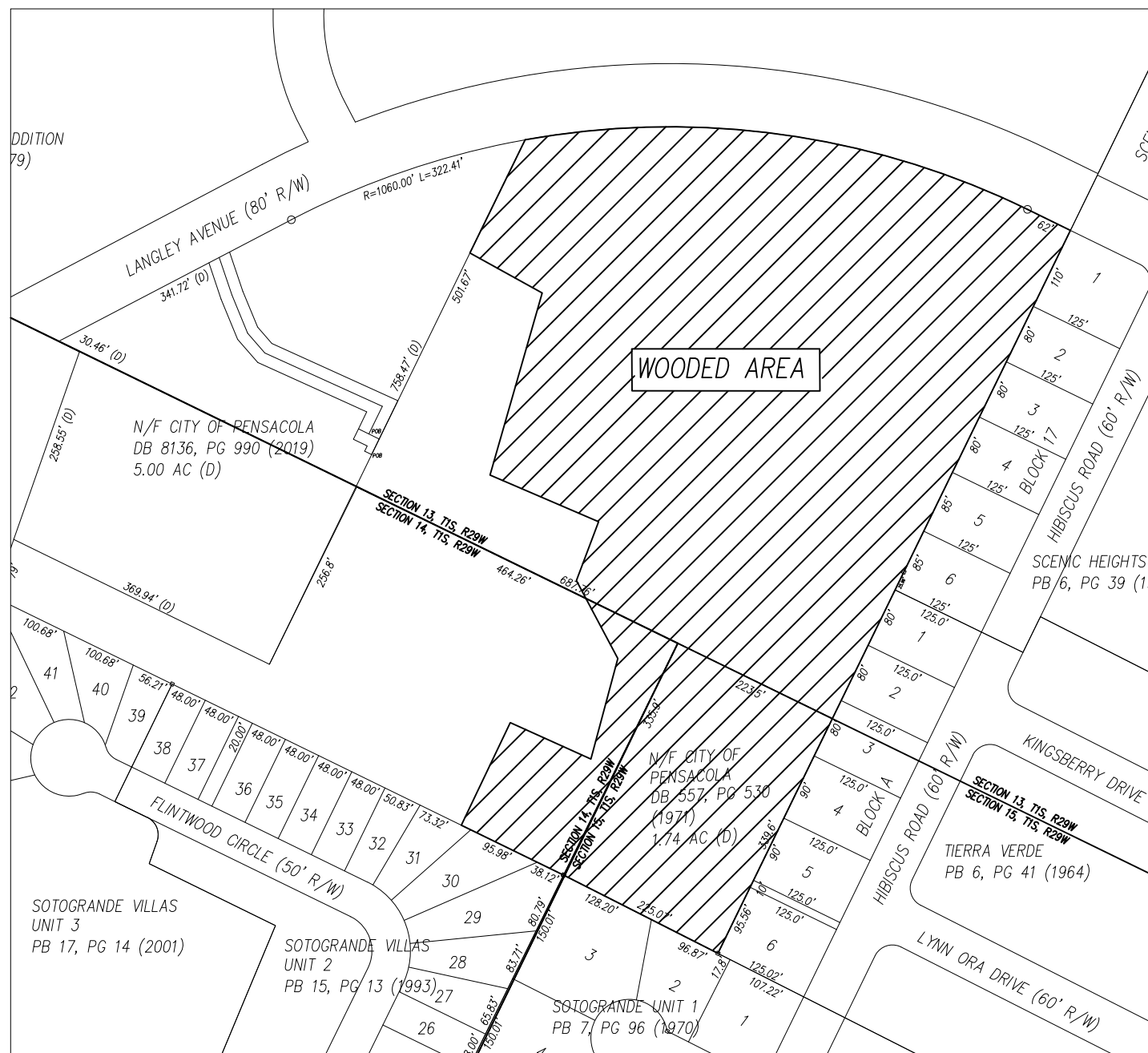
A PORTION OF SECTIONS 13, 14 & 15, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA

LEGEND

 WOODED AREA, A PORTION OF HITZMAN OPTIMIST PARK

R/W RIGHT-OF-WAY

REPUTED OWNER:
CITY OF PENSACOLA
222 WEST MAIN STREET
PENSACOLA, FLORIDA



THIS SKETCH IS NOT A SURVEY



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00779

City Council

12/10/2020

DISCUSSION ITEM

FROM: City Council Member Sherri Myers

SUBJECT:

ST ENGINEERING AEROSPACE HIRING DEMOGRAPHICS

SUMMARY:

This item seeks to discuss the current hiring demographics for ST Engineering Aerospace as we move into phase two of the project.

PRIOR ACTION:

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for air commerce park phases I and IA - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

February 27, 2014 - City Council approved the Interlocal Agreement with Escambia County and the City of Pensacola for Funding of Economic Development Project - ST Aerospace of Mobile, Inc.

September 9, 2014 - City Council approved the lease with VT Mobile Aerospace Engineering.

July 16, 2015 - City Council approved the selection of Greenhut Construction and authorized the Mayor to execute the contract.

September 17, 2015 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571729401 in the amount of \$1,531,546 for construction funding to expand the cargo apron and construct a taxiway connector at the Pensacola International Airport of which \$1,121,242 will be used towards taxiway connecting future VT MAE facility to runway 17-35.

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

April 14, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571769401 in the amount of \$8,599,600 for construction of a hangar at the Pensacola International Airport.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

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September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

February 8, 2017 - City Council authorized the Mayor to execute Amendment No. 2 and Amendment No. 3 to the contract with Atkins North America.

March 8, 2018 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Grant Agreement G0009 in the amount of \$4,000,000 for construction of infrastructure related to MRO expansion.

September 13, 2018 - City Council authorized the Mayor to accept and execute the State of Florida Department of Transportation Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of \$3,000,000 for Pensacola International Airport Facilities Development related to MRO expansion.

September 13, 2018 - City Council committed funding in the amount of \$10 million from Local Option Sales Tax Series IV in support of the aerospace maintenance repair and overhaul (MRO) campus expansion.

February 6, 2019 - City Council approved the amended Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to additional funding requirements for the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport, and approved additional Local Option Sales Tax IV funding of \$5 million for the City's share of the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Project Development Agreement, the Master Lease of Real Property, the Triumph Grant Award Agreement, and a State of Florida Dept. of Economic Opportunity Grant in the amount of \$10,000,000.

August 8, 2019 - City Council authorized the Mayor to accept and execute Financial Award No. 04-79-07378 from the U.S. Department of Commerce, Economic Development Administration in the amount of \$12,250,000 for the MRO expansion, and authorized the Mayor to accept and execute State of Florida Dept. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$8,000,000 for the MRO expansion.

January 16, 2020 - City Council approved the selection of Brasfield & Gorrie, LLC, as the Construction Manager at Risk for Hangar 2 and authorized the Mayor to execute the contract.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) ST Engineering Aerospace Hiring Demographics 11-09-2020

PRESENTATION: No



ST Engineering

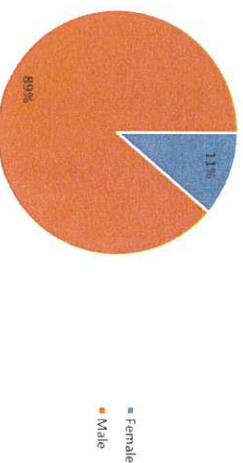
Aerospace

Pensacola Employee Demographics

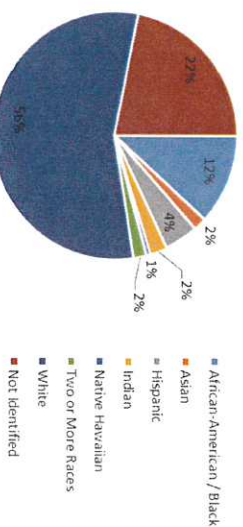
Pensacola Employee Demographics

• Total Headcount - 178

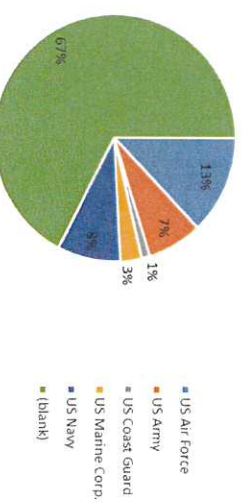
Male / Female Demographic



Race Demographics

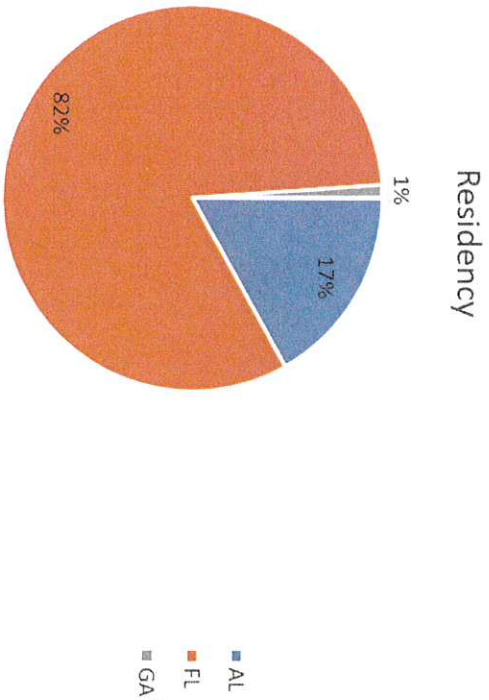


Military Veteran Status



Pensacola Employee Demographics

Cont.



Cost Cntr	(Multiple Items)		
State	FL		
Row Labels	Count of Personnel Number		
32258	1%		
32401	1%		
32433	1%		
32503	10%		
32504	8%		
32505	2%		
32506	12%		
32507	2%		
32514	21%		
32524	1%		
32526	10%		
32533	9%		
32534	3%		
32536	2%		
32539	1%		
32561	1%		
32563	4%		
32565	1%		
32566	1%		
32570	4%		
32571	2%		
32577	1%		
32583	1%		
33755	1%		
Grand Total	100%		

Pensacola Site Recruiting

- Community/city council outreach/meetings to make community aware of ST, jobs and training opportunities.
- CareerSource Escarosa, CareerSource FWB, CareerSource Panama City job fairs/recruiting events for unemployed, under-employed and vocational re-training.
- EmployFlorida and Federal DOL job fairs for persons with disabilities seeking training for meaningful employment.
- ECSD/K-12 engagement events (Lego plane build), feeder school engagement to pipeline students to BC Rain/BTW Aviation Academies.
- Ferguson Airport “Fly-In” events to promote STEM/Aviation Academies for women in Aviation/pipeline feeder schools to BTW
- BC Rain- Tango Flight Plane Build- Provided mentors for technical advice and life skills coaching.
- BTW/BC Rain- Summer Internships for rising seniors, student ambassadors to participate in ST company functions/events, mock interviews/interviewing skills



Thank You





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00719

City Council

12/10/2020

DISCUSSION ITEM

FROM: City Council Member Sherri Myers

SUBJECT:

UPDATE ON MONUMENT LOCATED AT FLORIDA SQUARE (fka) LEE SQUARE, REMOVAL, STORAGE AND FUTURE PLAN

SUMMARY:

On July 14, 2020 City Council authorized the removal of the monument located at the then named, Lee Square.

During the week of October 26, 2020, the monument was removed and placed in storage.

This item seeks an update on the removal, the storage and the future plans for the monument.

PRIOR ACTION:

July 14, 2020 - City Council authorized removal of the monument

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00711

City Council

12/10/2020

DISCUSSION ITEM

FROM: City Council Member Sherri Myers

SUBJECT:

ENFORCEMENT OF NOISE ORDINANCES AND STATUTES

SUMMARY:

Two (2) pieces of legislation are normally used to enforce noise complaints, either Section 8-1-16 - Regulation of Noise - City Code or F.S. 3161.293 - Motor vehicle noise.

Of particular interest is the noise caused by vehicles with loud exhausts and/or modified exhaust systems.

This item and complaints related to noise violations, particularly along 9th Ave, near the hospitals and medical facilities have been brought to the attention of the Police Department with little to no enforcement action taking place.

Recently, a social media post was shared declaring that the "Pensacola Police wants a Safe & Vibrant Downtown Pensacola. We will increase enforcement of Florida Traffic Statutes: 316.293 - Motor Vehicle Noise (Engine Revving and Modified Exhaust) 316.191 - Racing" (see attachment)

This item seeks to have a discussion of equal and equitable enforcement of both City Codes and State Statutes throughout the City and not relegated to a single area.

PRIOR ACTION:

Discussions with the Police Department regarding noise complaints along 9th Ave.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Image_7841

PRESENTATION: No





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00791

City Council

12/10/2020

DISCUSSION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

DEVELOPING AN ORDINANCE TO ADDRESS TRAFFIC CALMING, SUCH AS SPEED BUMPS AND OTHER MEASURES

SUMMARY:

This item seeks to discuss the development of an Ordinance or other appropriate mechanism to address the traffic calming request process.

For a citizen to request / obtain the installation of traffic calming devices, currently, Public Works requires the following:

Prior to any traffic calming devices being installed city staff must receive a petition signed by 75% or more of the owners of property which abut the roadway on which traffic calming devices are requested. Lessees of property, which abut the affected roadway, may sign the petition in lieu of the property owner if the property owner resides outside of Escambia County. Requirements for a traffic calming device include:

1. Roadway on which traffic calming devices are requested is a paved roadway.
2. Roadway has a posted speed limit of 25 MPH or less, has average daily traffic (ADT) volumes of less than 1500 vehicles per day and is not functionally classified as an arterial road...minor arterial roads may be eligible for certain traffic calming features if ADT volumes are no greater than 1500 vehicles per day.
3. Streets with ADT volumes exceeding 1500 vehicles per day may require a special evaluation and justification for approval.
4. The 85th percentile speed of roadway, equals or exceeds 6 mph above the posted speed limit, and/or other safety factors are prevalent.
5. City staff determines the area is more suitable for and qualifies for a Community Traffic Management Plan an approach based on the subdivision or area layout, a meeting will be held with the stakeholders to identify the process and cost.

Exemptions:

For a traffic calming requests on roadways that are directly adjacent to a city owned parcel containing a community center or public park, the petition rule above may be waived if such request is supported and sponsored by the District Councilmember's Office; however, all requirements of 1-5

above must still be met.

The \$150 fee, is not a fee that goes to the City but rather is used to pay an agreed upon price to a 3rd party, unbiased vendor, to conduct the traffic study (the study is done for 24-hrs on a day identified by the requestor as the most problematic).

If the \$150 processing fee is removed, another funding source would need to be located for the payment of the traffic study

PRIOR ACTION:

Previous Discussion Item

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Traffic Calming Policy

PRESENTATION: No

Office of the Mayor

To whom it may concern:

In response to your recent request for information concerning the City of Pensacola's policy on the installation of traffic calming devices, enclosed is a copy of the current policy and an official petition form.

As the neighborhood contact person, you are advised to carefully read the policy, requirements, and instructions before moving forward with this petition. Please keep this information packet intact while offering the petition to residents, as each signature indicates that the property owner or lessee has read all instructions and information relating to this petition.

The completed petition should be sent to the City of Pensacola, Public Works, and Facilities, 2757 North Palafox Street, Pensacola, Florida 32501.

If you have any questions concerning the procedures for installing traffic calming devices, please contact the Public Works Department at 435-1755.

Sincerely,



Keith Wilkins
City Administrator

PETITION FOR INSTALLATION OF TRAFFIC CALMING DEVICES

Purpose: To petition the City of Pensacola regarding the installation of traffic calming devices for the purpose of alleviating speeding on City road.

ALL PERSONS ARE ENCOURAGED TO CAREFULLY READ THE POLICY AND INFORMATION/INSTRUCTIONS PRIOR TO SIGNING THE PETITION.

It is a policy of the City of Pensacola that requests for installation of traffic calming devices will be processed by the Public Works and Facilities Department subject to the following conditions:

1. Petition Process:

City staff must receive a petition signed by 75% or more of the owners of property, which abut the roadway on which traffic calming devices are requested (application processing fee - **\$150.00**). Lessees of property, which abut the affected roadway, may sign the petition in lieu of the property owner, if the property owner resides outside of Escambia County. A contact person shall be noted on the petition to act as neighborhood coordinator.

For intersections where traffic circles are desired, the petition must include signatures from at least 75% of affected property owners along the intersecting side streets. Staff will determine the geographic limits of where property owners may be reasonably impacted.

Limits of the petition area will be determined by one of the following:

- a. 1000' or greater in each direction of proposed placement
- b. Other limits – as defined by city staff

2. Requirements:

- a) The roadway on which traffic calming devices are requested is a paved roadway. Traffic calming devices may be constructed concurrently with a programmed paving project.
- b) The roadway on which traffic calming devices are requested has a posted speed limit of 25MPH or less, has average daily traffic (ADT) volumes of less than 1500 vehicles per day, and is not functionally classified as an arterial road. However, minor arterial roads may be eligible for certain traffic calming features if ADT volumes are no greater than 1500 vehicles per day.
- c) Streets with ADT volumes exceeding 1500 vehicles per day may require a special evaluation and justification for approval, considering other alternative measures, where appropriate.

- d) The 85th percentile speed of the roadway, which traffic calming devices are requested, equals or exceeds 6 mph above the posted speed limit, and/or other safety factors are prevalent.
- e) If City staff determines the area is more suitable for and qualifies for a Community Traffic Management Plan an approach based on the subdivision or area layout, a meeting will be held with the stakeholders (HOA, Neighborhood Watch, etc.) to identify the process and cost. These groups will be asked to contribute to the purchase and implementation of the traffic calming devices.

The City of Pensacola shall respond to all petitions for installation of traffic calming devices within 30 days or their receipt. If the petition does not meet the conditions listed above, the City of Pensacola, or designee, shall so notify the contact person in writing.

If the petition meets the conditions listed above, the City of Pensacola, or designee, shall notify the contact person that the petition is valid and that an investigation will be conducted to determine appropriate traffic calming devices for the roadway on which these devices have been requested. This investigation may include field checks, neighborhood input and/or traffic engineering studies. Upon completion of the investigation, the City of Pensacola, or designee, shall set a meeting with affected property owners to discuss traffic calming and to seek consensus on maintenance of a speed hump, speed table or construction of alternative devices (e.g. median islands, traffic circles, lane narrowing, road blocks, directional diverters, multi-way stops signs).

3. Exemptions:

For traffic calming requests on roadways that are directly adjacent to a city owned parcel containing a community center or public park, the petition rule above may be waived if such request is supported and sponsored by the District Councilmember's Office; however, all requirements of a) to e) above must still be met.

4. Design Criteria:

Traffic calming devices to be constructed on roadways shall be designed for speeds of 25MPH or less. Public Works & Facilities Staff will determine the appropriate design speed based on the conditions for each roadway that is petitioned.

5. Instructions for Completing the Petition:

1. Only one signature per property is counted.
2. Each signatory must be the registered property owner (**based off the Property Tax Appraiser's information**) or a lessee of the address for which he/she is signing if owner is not in Escambia County.
3. Signatures must be legible and supplemented by the printed name of the signatory and date.
4. If a signatory is not the person currently listed as owner on the tax roll (With the exception of a lessee), an explanation as to the signatory's relationship to the property owner is needed. For example, if said property was inherited, but the tax roll does not reflect this change, an explanation of this would be necessary.
5. A contact person to act as a neighborhood coordinator should be noted on the petition. Please include an address, email, and daytime phone number for this individual.

The official petition form enclosed is the only acceptable form for use as a petition.

If something other than a speed hump or speed tables is desired, use the space below your signature to express in writing what device you prefer (Example: traffic circle, median island, roadblocks)

Petitions and Processing Fee to be submitted to:

City of Pensacola
Public Works and Facilities Department
2757 North Palafox Street
Pensacola, Florida 32501

Further inquiries should be made to the Public Works and Facilities at (850) 435-1755.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00780

City Council

12/10/2020

DISCUSSION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

DISCUSSION OF THE PROCESS FOR OBTAINING STREET LIGHTS AND ACCESSING FUNDING

SUMMARY:

Street Lighting has been a high priority for the City Council. In an effort to address this priority, this discussion item seeks to identify a potential process for accessing the funding to address lighting issues within each district.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00774

City Council

12/10/2020

DISCUSSION ITEM

SUBJECT:

QUARTERLY FINANCIAL REPORT - TWELVE MONTHS ENDING SEPTEMBER 30, 2020
(UNAUDITED) - FINANCE DIRECTOR AMY LOVOY

ATTACHMENTS:

- 1) Financial Report - Twelve Months Ending September 30, 2020 (Unaudited)
- 2) Financial Report Presentation - Twelve Months Ending September 30, 2020 (Unaudited)

PRESENTATION: Yes

FINANCIAL REPORT TWELVE MONTHS ENDING SEPTEMBER 30, 2020

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

The preliminary financial report for Fiscal Year 2020 is presented herein. Unaudited schedules setting forth the status of the major General Government, Special Revenue, Capital Projects, Enterprise and Internal Service Funds of the City of Pensacola for the twelve months ending September 30, 2020, are attached to this preliminary report. The Fiscal Year 2020 budget included estimated grant revenues. Due to the nature of grants, however, they are not reflected in the preliminary financial report.

As previously reported to Council, the COVID-19 Pandemic continues a negative trend on the economy. Ad Valorem revenues continue to show growth, while other revenues have decreased from prior fiscal year. Particularly, within the Half-Cent Sales Tax, the Local Option Sales Tax, and the Local Option Gasoline Tax revenues due to less spending by consumers and less driving due to people working via telecommuting and changes in business operations due to COVID-19 Pandemic.

Significant variances from budget are noted in the individual fund narrative that follows. The City's debt service, investment, legal cost, Contracts and Expenditures over \$25,000 and the Tree Planting Trust Fund schedules are also attached for Council's review. At fiscal year-end, encumbrances net of contracts payable are reported separately from actual expenditures/expenses in the financial schedules. (During the fiscal year actual expenditures/expenses and encumbered purchase orders are combined and reported together.) Encumbrances net of contracts payable and corresponding Fiscal Year 2020 appropriations are carried forward to Fiscal Year 2021 in a supplemental budget resolution.

The Investment Section of this financial report provides a comparison of interest rates for Fiscal Year 2019 to Fiscal Year 2020. While Interest Income was not anticipated to meet the Fiscal Year 2020 budgeted amount due to the COVID-19 Pandemic interest rates were at budgeted levels. However, it is not anticipated to continue into Fiscal Year 2021.

The Legal Services and Fees of this financial report provides a listing of legal services and fees paid through the fourth quarter of FY 2020.

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

The Tree Planting Trust Fund Schedule in this financial report provides the revenues received through the fourth quarter of FY 2020 along with the address of the property, the district the property is within, the amount received and the reason for the removal of the tree.

General Fund:

Expenditures and encumbrances totaling \$ 55,953,200 were within total revenues of \$56,551,100. Total Fiscal Year 2020 revenue decreased from Fiscal Year 2019 by \$1,035,800 or 1.80%. Total revenues were \$527,600 above the beginning budget of \$56,023,500. The main components of this increase was an increase in Property Taxes and License and Permits. Property Taxes increased \$100,900 over the beginning budget and License and Permits were \$57,300 over the beginning budget. Interest Income exceeded beginning budget by \$140,000. Additionally, revenue in the amount of \$211,300 from the State of Florida for reimbursements for various maintenance/repairs on state owned lights and traffic signals contributed to the overall increase over beginning budget.

Property Tax Revenue of \$ 16,953,100 was above the Fiscal Year 2019 revenue by \$1,234,900 or 7.86%. Local Business Tax revenue of \$959,000 was above the Fiscal Year 2019 revenue by \$4,000 or 0.43%. Revenues from the State of Florida for Traffic Signal and Street Maintenance were also above Fiscal Year 2019 revenues by \$234,872 or 33.34%, mainly due to the aforementioned reimbursements from the State of Florida. Half Cent Sales Tax revenues decreased from the prior year by \$143,780 or 2.84% and Municipal Revenue Sharing decreased from the prior year revenues by \$8,791 or 0.37% both due to the impact from the COVID-19 Pandemic.

Generally, departmental expenditures including encumbrances were within final approved appropriations; overall, expenditures and encumbrances net of contracts payable were 6.73% or \$4,038,000 lower than appropriations.

Key to building General Fund reserves is the amount available in fund balance. The five major categories of fund balance are: (1) non-spendable, (2) restricted, (3) committed, (4) assigned and (5) unassigned. Non-Spendable Fund Balances are those amounts that are not in a spendable form (such as pre-paid insurance). Restricted Fund Balances are those amounts that can be spent only for the specific purpose stipulated by external resource providers, external contractual obligations (such as encumbrances), or enabling legislation. Restrictions may be changed or lifted only with the consent of the resource providers. Committed Fund Balances are those amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision making authority (such as ordinances and resolutions). Commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint originally. Assigned Fund Balances are those amounts the City intends to use for a specific purpose. Unassigned Fund Balances are the residual classification for the general fund and includes amounts that are not contained in the other classifications. Unassigned amounts are the portion of fund balance which is not obligated or specifically designated and is available for any purpose. All categories of fund balance require appropriation by Council before funds can be expended. The components of FYE 2020 General Fund non-spendable, restricted, committed, assigned and unassigned fund balance are:

Amount	Description
<u>Non-Spendable</u>	
\$ 50,800	- Prepaid Expenses
<u>50,800</u>	Sub-Total Non-Spendable
<u>Restricted</u>	
341,100	- Saenger Theatre Capital
<u>754,400</u>	- Encumbrance Carryforward Appropriation
<u>1,095,500</u>	Sub-Total Restricted
<u>Committed</u>	
13,989,500	- Council Reserve (23.47%)
528,000	- Tree Planting Trust Fund
<u>110,700</u>	- Park Purchases Fund
<u>14,628,200</u>	Sub-Total Committed
<u>Assigned</u>	
5,100,000	- Designation for Fund Balance (3%)(FY 2021-2023)
515,900	- Designation for Housing Initiatives
1,800,000	- Designation for Natural Disaster 12.5% Match
1,037,300	- Unencumbered Carryforward Appropriation
271,300	- FY21 Fund Balance Draw - Fire Union
485,900	- Special Assessments
<u>26,300</u>	- Designation for Lien Amnesty
<u>9,236,700</u>	Sub-Total Assigned
<u>Unassigned</u>	
<u>506,700</u>	- Available Balance for Future Year Appropriations
<u>506,700</u>	Sub-Total Unassigned
<u>\$ 25,517,900</u>	Total Fund Balance

The \$13.7 million City Council reserve experienced an increase of \$196,400 in interest earnings during Fiscal Year 2020 for a total amount of \$13,989,500. This reserve amount represents 23.47% of Fiscal Year 2021 General Fund Beginning Adopted Appropriations (Expenditure Budget) which exceeds the minimum reserve of 20% as provided for in the Fund Balance Policy of Governmental Funds. In addition, the reserve amount represents slightly over three and half months of FY 2021 General Fund Budgeted Expenditures.

The City's current Financial Planning and Administration Policy provides that each fiscal year the General Fund's maximum amount of appropriated Beginning Fund Balance should be no more than three percent of budgeted revenues. Based on the Fiscal Year 2021 Beginning Budget Document that amount is projected to be approximately \$1.7 million for the next three fiscal years (FY 2021, FY 2022, and FY 2023) totaling \$5.1 million. This amount was established as an Assigned Fund Balance in closing the books for Fiscal Year 2019, however, no expenditure of those funds will occur until appropriated by City Council. The Fiscal Year 2021 Approved Budget appropriated \$1.7 million of the \$5.1 million Fund Balance.

FEMA will provide 75% of the costs associated with the repairs and cleanup of the damages incurred from Hurricane Sally. The remaining 25% will be split between the State of Florida and the City of Pensacola. Therefore, \$1.8 million of available Fund Balance within the General Fund is being assigned to ensure the City has sufficient funds for the required General Fund 12.5% match. Additionally, \$271,300 has been assigned to provide funding for the Collective Bargaining Agreement between the City of Pensacola and the International Firefighter's Association of Firefighters (IAFF) Local 707 which is being brought before City Council for ratification at this time. By assigning fund balance, the amount of \$506,700 available for additional carryover is more readily identifiable in the Unassigned Fund Balance Designation.

Tree Planting Trust Fund

The Tree Planting Trust Fund revenue and expenditures are recorded in the General Fund. For Fiscal Year 2020, the "Tree Planting Trust Fund" account contributions plus interest income equaled \$35,556 and \$3,000 in expenditures.

At the November 14, 2019 City Council meeting, a resolution was adopted by City Council to appropriate \$100,000 within the Tree Planting Trust Fund for the implementation of the Tree Planting and Management Plan. The total balance in the "Tree Planting Trust Fund" at the end of Fiscal Year 2020 was \$528,007. The balance will be appropriated on the Unencumbered Carryforward Resolution No. 2020-59 to allow for implementation once a plan for these funds has been determined.

Park Purchases Trust Fund

The Park Purchases Trust Fund revenue and expenditures are recorded in the General Fund. For Fiscal Year 2020 the "Park Purchases Trust Fund" account contributions plus interest income equaled \$1,555 and there were no expenditures. The total balance in the "Park Purchases Trust Fund" at the end of Fiscal Year 2020 was \$110,700.

Housing Initiatives Fund

The Housing Initiatives Fund is dedicated to receive specified funds to supplement existing and future adopted Housing Program Initiatives. This initiative moves City-owned surplus properties back into productive use through the development and sale of surplus properties. The proceeds from those sales can be dedicated to expanding existing homeowner assistance programs. These funds have been recorded in the General Fund as the "Housing Initiatives Fund".

On September 10, 2020, City Council adopted Supplemental Budget Resolution No. 2020-36 that shifted the balance of the City's General Fund Inner City Housing Initiatives Fund to the Housing Initiatives Fund in an effort to consolidate those funds to be used towards the purpose of implementing the 500 Homes in Five Years Initiative.

At fiscal year end the Housing Initiatives Fund account contributions plus interest equaled \$15,406 and the expenditures were \$597. The total balance in the Housing Initiatives Fund at the end of the Fiscal Year 2020 was \$515,879.

Local Option Gasoline Tax Fund:

Fiscal Year 2020 revenue from Local Option Gasoline Tax were \$63,000 below the amount received in Fiscal Year 2019. The total Local Option Gasoline Tax and Interest Income revenue of \$1,328,600 was under the beginning budget of \$1,385,000 by \$56,400. The Local Option Gasoline Tax is based on the number of gallons sold. With the closure of businesses and workers telecommuting due to the COVID-19 Pandemic, there are less drivers on the road meaning less gasoline being purchased resulting in less revenue. Total revenues and appropriated fund balance of \$1,511,200 is in balance with the total expenditures.

Ending restricted fund balance excluding encumbrances was \$1,181,800, which will be used for future debt service payments. As of December 2020, projected fund balance for future year appropriations is \$1,022,300.

Stormwater Utility Fund:

Total stormwater utility fees including penalties were \$2,732,200. The State Right of Way Maintenance Contract with the State of Florida awarded to the Public Works Department provided revenue in the amount of \$89,400 for Fiscal Year 2020, a decrease of \$10,200. One of the areas of maintenance is the General Daniel "Chappie" James Bridge (Three Mile Bridge). With the ongoing construction of the bridge, coupled with the damages caused by Hurricane Sally, the bridge is no longer being maintained by the City, thus reducing revenue from the State by \$10,200. This is anticipated to continue through Fiscal Year 2021 and a reduction in estimated revenue has been included on Supplemental Budget Resolution No. 2020-59.

Total revenues for the Stormwater Utility Fund of \$2,837,000 are equal to budget. Total expenditures and encumbrances net of contracts payable of \$3,192,200 for the fiscal year are below budget of \$ 3,265,300 by \$73,100.

At fiscal year end the Stormwater Utility Fund committed fund balance excluding encumbrances was \$407,900 which is available for appropriations in future years. As of December 2020, projected fund balance for future year appropriations is \$67,300. However, included on Supplemental Budget Resolution No. 2020-59 is a drawdown of fund balance in the amount of \$97,200 of which \$87,000 is for the refurbishment of a Street Sweeper and the aforementioned decrease in State Right of Way Maintenance revenue. After the adoption of this resolution the projected fund balance for future year appropriations is \$67,300. As mentioned in the Fiscal Year 2021 Budget Message, due to limited resources and increased operating expenses, funding for capital equipment or the establishment of a contingency was not possible. At some point, an adjustment to the Stormwater Utility Fee may be necessary in order to provide sufficient funding for the ongoing replacement of capital equipment.

Natural Disaster Fund

This fund is categorized as a special revenue fund that accounts for any disaster-related activity. The Natural Disaster Fund receives revenues from Federal and State agencies on a reimbursement basis. For the COVID-19 Pandemic and Hurricane Sally, FEMA is expected to provide 75% and the State of Florida is providing 12.5% of approved

obligated projects with the City of Pensacola being responsible for the balance of the expenditures. As previously mentioned, \$1.8 million Fund Balance has been assigned in the General Fund to provide for the City's 12.5% required match. In addition, CARES Act grants were received by the City in connection with the COVID-19 Pandemic. These grants are 100% reimbursed and account for the majority of the expenditures and encumbrances recorded in Fiscal Year 2020.

Expenditures and encumbrances net of contracts payable of \$12,977,700 were greater than revenues of \$1,806,300 by \$11,171,400 at fiscal year end. At the end of Fiscal Year 2020 restricted fund balance excluding encumbrances was \$282,000. This is mainly due to the nature of the grants being reimbursed after the City has expended the funds.

Municipal Golf Course Fund:

Revenues of \$779,900 were at final budget estimates. When compared to FY 2019, revenue for this fiscal year is \$331,500 above prior year revenues. Expenditures and encumbrances net of contracts payable of \$689,200 were \$90,700 under final budget. Revenues were \$135,400 more than total expenditures and encumbrances net of contracts payable before the General Fund subsidy. This increase in revenues is mainly due to the good weather and essential services provided at Osceola during the COVID-19 Pandemic. The Golf Course was not required to shut down during the COVID-19 Pandemic, thus increased play resulted as the ability to be socially distant was made possible at the Osceola Golf Course. At the end of Fiscal Year 2020, total assigned fund balance excluding encumbrances was \$133,900 after the \$250,000 subsidy. As of December 2020 projected fund balance for future year appropriations is \$140,500.

During Fiscal Year 2019, 19,951 rounds were played with 5,536 driving range usage, and through the end of Fiscal Year 2020, 21,828 rounds were played with 6,638 driving range usage, an increase of 1,877 rounds and an increase of 1,102 in driving range usage. Staff continues to advertise the golf course through local media outlets as well as keeping the golf course's website updated. Staff also continues to monitor revenues and implement various marketing strategies as appropriate.

Concession payments from Fusion Grill are current through the fourth quarter of FY 2020.

Inspection Services Fund:

Inspection Services revenues of \$1.7 million exceeded beginning budget estimates by \$101,700. During the third quarter, a slight downturn occurred and was attributed to the COVID-19 Pandemic with less overall commercial construction projects occurring. However, the recovery from the damages incurred due to Hurricane Sally has increased the number of permits issued and has contributed to this increase in revenues. Expenditures of \$1,499,200 were \$104,700 below ending budget and revenues exceeded expenditures by \$206,300.

At the end of Fiscal Year 2020, restricted fund balance excluding encumbrances was \$9,000.

Roger Scott Tennis Center:

The City has a three-year contract effective January 1, 2018 with Gulf Coast Tennis Group, LLC for the operation and management of the Roger Scott Tennis Center. As part of the contract, the City receives a minimum annual guaranteed revenue of \$125,000, which is estimated to fund the City's cost of operations. Revenues of \$112,949 were less than the final budget estimate of \$129,448. While revenues are guaranteed through the agreement with the Gulf Coast Tennis Group, LLC, the activity at the Roger Scott Tennis Center has declined due to the COVID-19 Pandemic and a related 25-day closure from April 6, 2020 to May 1, 2020.

To help businesses cope with the economic impacts of COVID-19, the City offered a commercial rent/lease deferral program to qualified lessees through June 30, 2020. Under the program, businesses were allowed to apply for deferrals on rent payments due in April, May, and June. Deferred payments are required to be paid in equal installments over a 12 month period or over the months remaining on the existing lease, whichever is the lesser period, commencing July 1, 2020, along with the rent/lease payment, which is also due on those dates. The Gulf Coast Tennis Group applied for and received approval for the deferral. The remaining balance of \$18,229 will be received during Fiscal Year 2021.

Expenditures of \$79,300 were below budget by \$50,100. Total revenues exceeded expenditures by \$33,600. Assigned fund balance at the end of Fiscal Year 2020 was \$153,300, which is available for appropriation in future years. As of December 2020, projected fund balance for future year appropriations is \$154,300.

Following is a comparison of the activity at Roger Scott Tennis Center between the fourth quarter for FY's 2019 and 2020.

	<u>FYE 2019</u>	<u>FYE 2020</u>	<u>DIFF</u>
Daily Participants			
Hard Courts	1,647	1,361	(286)
All Courts (Includes Clay Courts)	<u>3,135</u>	<u>3,189</u>	<u>54</u>
Sub-Total	<u>4,782</u>	<u>4,550</u>	<u>(232)</u>
Playing Members	<u>23,185</u>	<u>20,889</u>	<u>(2,296)</u>
Sub-Total	<u>27,967</u>	<u>25,439</u>	<u>(2,528)</u>
Instructional Students	31,178	27,156	(4,022)
Rentals/Special Events/Programs	16,248	6,427	(9,821)
Total Players	<u>75,393</u>	<u>59,022</u>	<u>(16,371)</u>

Community Maritime Park Management Services Fund:

The Community Maritime Park is another area that has been impacted by the COVID-19 Pandemic. There have been limited activities at the park and both Blue Wahoos baseball games and the University of West Florida football games have been cancelled. While there

are some events scheduled at the stadium, there are special face mask requirements and physical distancing inside of the Blue Wahoos Stadium and while moving throughout the ballpark to help all enjoy the shows and activities.

Revenues of \$633,300 were below budget estimates (excluding Renewal & Replacement) by \$158,000 mainly due to the COVID-19 Pandemic. Community Maritime Park Operating Expenditures of \$645,400 were below budget by \$145,900. Total expenditures exceeded revenues by \$12,100.

Renewal & Replacement revenues of \$301,100 exceed total Renewal & Replacement expenditures and encumbrances of \$255,000 by \$46,100.

Ending restricted fund balance excluding encumbrances, Parking and Renewal & Replacement was \$38,600.

Local Option Sales Tax Fund:

Revenues of \$8,785,300 were equal to ending budget in the Local Option Sales Tax (LOST) Fund. However, due to the COVID-19 Pandemic, Local Option Sales Tax collections decreased by 2.28% from Fiscal Year 2019. The Local Option Sales Tax Plan is an eleven-year plan that will end on December 31, 2028. It is anticipated that once the COVID-19 Pandemic has subsided, Sales Tax revenues should pick back up and, over the life of the LOST IV Series, should be at the total estimated revenue amount. This revenue line item will be closely monitored and should it appear that revenues are not going to meet the total projected revenues for the plan, projects may need to be evaluated and possibly shifted to the next LOST series, should Escambia County voters approve a fifth extension of this tax. Total expenditures and encumbrances net of contracts payable of \$14,715,900 were well within the \$45,589,900 budget.

Restricted fund balance excluding encumbrances and bond reserves decreased \$5.2 million from \$3,926,400 to a negative \$1,266,500 in Fiscal Year 2020. All bond eligible expenses have been accounted for separately. An extension of the Local Option Sales Tax was approved in November 2014 and began January 1, 2018. It will expire on December 31, 2028. This is the fourth series of the Local Option Sales Tax.

It will be necessary to draw upon the City's pooled cash to cover cash shortfalls in the fund. This is projected to be necessary through the end of the life of the LOST IV Series. In addition, fund balance is projected to be negative based on anticipated project completion dates.

Stormwater Capital Projects Fund:

As provided in City Council's Financial Planning and Administration Policy, the transfer of \$ 2,732,200 from the General Fund to the Stormwater Capital Projects Fund equaled the revenue fee collection in the Stormwater Utility Fund. Total expenditures and encumbrances net of contracts payable were \$4,142,000. At fiscal year end, fund balance less encumbrances was \$3,766,300, of which \$3,730,500 has been carried forward to complete approved Stormwater capital projects.

Gas Utility Fund:

Revenues of \$47,590,900 exceeded Fiscal Year 2020 operating expenses of \$45,910,400 by \$1,680,500. Compared to Fiscal Year 2019, revenues for Fiscal Year 2020 decreased by \$3,782,900. This is mainly due to warmer weather and the reduction in gas costs. Pensacola Energy utilizes recovery mechanisms for Weather Normalization Adjustment (WNA), Purchase Gas Adjustment (PGA) from the warm winter and an additional 10¢ in the Purchase Gas Adjustment (PGA) calculation to restore the Pensacola Energy reserve. During Fiscal Year 2020, \$1,563,500 was collected.

As reflected in the rate study and in accordance with the plan that Pensacola Energy submitted to the State Public Service Commission for the replacement of cast iron and steel pipes, the Infrastructure Cost Recovery began in Fiscal Year 2013. This fee is charged for expenses that were made in the prior fiscal year. For Fiscal Year 2020, \$3,118,100 has been received from Infrastructure Cost Recovery Revenue.

In prior fiscal years, all bond eligible gas construction and infrastructure expenses were accounted for separately on the financial statements. Those projects were completed during Fiscal Year 2019 and no further expenses were made during Fiscal Year 2020.

An enterprise fund's results of operations can be measured by its "net current assets" balance and "total fund equity less required bond reserves." Net current assets is a measurement of assets having a life of one year or less minus liabilities (obligations) payable within one year. Total fund equity less required bond reserves is a measurement of total assets minus total liabilities excluding required bond reserves (Note: Does not include the Florida Retirement System portion of GASB Statement No. 68, Accounting and Financial Reporting for Pensions as data has not been received from the State).

Pensacola Energy's net current assets at the beginning of Fiscal Year 2020 were \$20.5 million. At fiscal year end net current assets were \$22.3 million, a \$1.8 million increase, the majority of which is a result of an increase in cash related to operations. Total fund equity less bond reserves at the beginning of Fiscal Year 2020 were \$58.3 million. At fiscal year end that amount increased by \$3.4 million to \$61.7 million.

Sanitation Fund:

Sanitation Operations revenues of \$ 8,405,500 were above Sanitation expenses (excluding Code Enforcement) of \$8,283,500 by \$122,000. Sanitation Fund revenues for Fiscal Year 2020 were \$1,384,600 above the Fiscal Year 2019 revenues.

Due to the historically large discrepancy between Lot Cleaning billings and collections, Lot Cleaning revenue is reported on a cash basis. Fiscal year billings are footnoted on the financial schedules. Code Enforcement expenses of \$1,332,000 exceeded total Code Enforcement revenue of \$1,445,400 by \$113,400.

Net current assets, excluding Code Enforcement and Lot Cleaning at the beginning of Fiscal Year 2020 were \$1,102,700. At fiscal year end net current assets were \$1,156,800, an increase of \$54,100. Total fund equity less bond reserves increased by \$2,043,200 ending the fiscal year with \$966,700 balance.

An amount of \$1,181,000 has been received in Federal CNG rebates that will be used to offset the cost of future capital equipment.

Port Fund:

Port Revenues of \$2,755,000 plus \$118,500 in Transfers In from the Local Option Sales Tax Fund were above Port operating expenses of \$2,085,700 by \$787,800 at fiscal year end. Port Revenues for Fiscal Year 2020 exceeded Fiscal Year 2019 by \$348,200 before the Transfer In from the Local Option Sales Tax Fund. The majority of this increase is due to the increase in Wharfage, Dockage, Storage and Security Fees revenue. These increases can be attributed to the Port Tariff rate revisions that went into effect in February 2020, which included increases in dockage rates and security fees and the increased imports of wind generator component feedstocks for the local plant of GE that has resulted in double utilization of the Port of Pensacola.

Net current assets, at the beginning of Fiscal Year 2020, were \$458,200. By fiscal year end net current assets totaled \$1,403,200, an increase of \$945,000. Total fund equity less bond reserves at the end of Fiscal Year 2020 were \$16.9 million, an increase of \$734,800 from ending Fiscal Year 2019.

Airport Fund:

Revenues of \$21.6 million were lower than original budget estimates by \$841,300. Compared to Fiscal Year 2019 revenues for Fiscal Year 2020 decreased by \$5.2 million and Airport operating expenses (excluding CARES Act Funding and Debt Service) were \$1.7 million below Fiscal Year 2019 Airport operating expenses. The Airport has received funds from the CARES Act to help with Operations and Maintenance recovery of the COVID-19 Pandemic. The Airport will continue to utilize the CARES Act Funding to supplement any revenue shortfalls. Through the end of Fiscal Year 2020, the Airport has received \$5 million in funding. The transportation industry has experienced the effects of the COVID-19 Pandemic with passenger traffic dropping significantly. Airport Management continues to review the situation as it progresses, taking appropriate budgetary action.

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

Net current assets at the beginning of Fiscal Year 2020 were \$10.3 million. At fiscal year end they totaled \$17.9 million, an increase of \$7.6 million. The majority of which is related to receiving CARES Act Funding to help fund Operations and Maintenance recovery of the COVID-19 Pandemic. Total fund equity less required bond reserves increased by \$11.3 million from a beginning balance of \$157 million to \$168.3 million.

Insurance Retention Fund / Central Services Fund:

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

Investment Schedule / Debt Service Schedule:

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

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

	<u>FY 2020</u>	<u>FY 2019</u>	<u>FY 2018</u>
July	1.15%	1.95%	1.50%
August	0.91%	2.13%	1.39%
Sept.	0.89%	1.84%	1.48%

Legal Costs Schedule:

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

Contracts/Expenditures Over \$25,000:

With the changing of the monthly financial report being provided by the Council's Budget Analyst, the schedule of contracts and expenditures over \$25,000 approved by the Mayor have been included for the months of July, August and September.

Tree Planting Trust Fund:

The Tree Planting Trust Fund Schedule in this financial report provides the revenues received at the end of Fiscal Year 2020 along with the address of the property, the district the property is within, the amount received and the reason for the removal of the tree.

Police/Fire/General Pension Plans

The current interest investment rate net of fees for the three pension plans have been reported to the City Pension Boards. The General Pension Plan experienced a net gain of 8.7%, the Fire Pension Plan net gain was 11.4% and the Police Pension Plan net gain was 9.35% for Fiscal Year 2020. As of Fiscal Year Ended 2020, the current actuarial assumed earnings rate for the General Pension Plan is 7.2%, the Fire Pension Plan is 7.75% and the Police Pension Plan is 7.125%. All of the plans achieved a Higher rate of return than the actuarially assumed earning rate for Fiscal Year 2020.

All general employees hired on or after June 18, 2007 are participating in FRS and the General Pension Plan is closed to new participants. All sworn police officer employees hired on or after March 18, 2013 are participating in FRS and the Police Pension Plan is closed to new participants.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019		
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 1,700,000	3,416,091	3,416,091	3,416,091	100.00%	(1,567,444)	100.00%	(1,567,444)
REVENUES:								
GENERAL PROPERTY TAXES								
Current Taxes	16,822,200	16,896,732	16,896,732	16,896,732	100.00%	15,655,210	100.00%	15,655,210
Delinquent Taxes	30,000	56,368	56,368	56,368	100.00%	62,946	100.00%	62,946
Sub-Total	16,852,200	16,953,100	16,953,100	16,953,100	100.00%	15,718,156	100.00%	15,718,156
FRANCHISE FEE								
Gulf Power - Electricity	5,781,500	5,743,223	5,743,223	5,743,223	100.00%	5,761,084	100.00%	5,761,084
City of Pensacola - Gas	950,000	902,542	902,542	902,541	100.00%	1,008,117	100.00%	1,008,117
ECUA - Water and Sewer	1,925,700	1,871,688	1,871,688	1,871,688	100.00%	1,865,979	100.00%	1,865,979
Sub-Total	8,657,200	8,517,453	8,517,453	8,517,452	100.00%	8,635,180	100.00%	8,635,180
PUBLIC SERVICE TAX								
Gulf Power - Electricity	6,296,500	6,478,923	6,478,923	6,478,923	100.00%	6,392,954	100.00%	6,392,954
City of Pensacola - Gas	807,500	780,785	780,785	780,785	100.00%	840,169	100.00%	840,169
ECUA - Water	1,217,700	1,288,891	1,288,891	1,288,892	100.00%	1,233,202	100.00%	1,233,202
Miscellaneous	30,000	31,711	31,711	31,711	100.00%	33,615	100.00%	33,615
Sub-Total	8,351,700	8,580,310	8,580,310	8,580,311	100.00%	8,499,940	100.00%	8,499,940
LOCAL BUSINESS TAX								
Local Business Tax	916,000	939,504	939,504	944,046	100.48%	939,973	100.17%	939,973
Local Business Tax Penalty	14,000	19,548	19,548	15,033	76.90%	15,037	90.52%	15,037
Sub-Total	930,000	959,052	959,052	959,079	100.00%	955,010	100.00%	955,010

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
LICENSES, PERMITS & PENALTIES									
Special Permits (Planning)	50,000	108,193	108,193	108,194	100.00%	44,495	100.00%	44,495	100.00%
Taxi Permits	6,000	3,401	3,401	3,401	100.00%	8,024	100.00%	8,024	100.00%
Fire Permits	21,000	21,300	21,300	21,300	100.00%	23,644	100.00%	23,644	100.00%
Tree Removal & Pruning Permits	0	2,475	2,475	2,475	100.00%	1,875	100.00%	1,875	100.00%
Sub-Total	77,000	135,369	135,369	135,370	100.00%	78,038	100.00%	78,038	100.00%
INTERGOVERNMENTAL									
FEDERAL									
Payment in Lieu of Taxes	17,000	9,198	9,198	9,198	100.00%	10,233	100.00%	10,233	100.00%
STATE									
1/2 Cent Sales Tax	5,404,000	4,917,735	4,917,735	4,917,734	100.00%	5,061,514	100.00%	5,061,514	100.00%
Beverage License Tax	110,000	120,551	120,551	120,552	100.00%	118,904	100.00%	118,904	100.00%
Mobile Home Tax	11,000	11,802	11,802	11,881	100.67%	11,910	100.00%	11,910	100.00%
Communication Services Tax	3,165,100	3,185,926	3,185,926	3,185,927	100.00%	3,069,511	100.00%	3,069,511	100.00%
State Rev Sharing - Motor Fuel Tax	535,900	532,970	532,970	532,969	100.00%	542,689	100.00%	542,689	100.00%
State Rev Sharing - Sales Tax	1,799,900	1,821,496	1,821,496	1,821,496	100.00%	1,820,567	100.00%	1,820,567	100.00%
Gas Rebate Municipal Vehicles	12,000	26,690	26,690	26,691	100.00%	18,974	100.00%	18,974	100.00%
Fire Fighter Supplemental Compensation	44,000	45,298	45,298	45,299	100.00%	46,087	100.00%	46,087	100.00%
Sub-Total	11,098,900	10,671,666	10,671,666	10,671,747	100.00%	10,700,389	100.00%	10,700,389	100.00%
OTHER CHARGES FOR SERVICES									
Swimming Pool Fees	0	68	68	68	100.00%	5,895	100.00%	5,895	100.00%
Boat Launch Fees	20,000	4,613	4,613	4,613	100.00%	18,131	100.00%	18,131	100.00%
Esc. School Board - SRO	157,700	244,562	244,562	244,563	100.00%	248,734	100.00%	248,734	100.00%
ECSD - 911 Calltakers	246,000	246,000	246,000	246,000	100.00%	246,000	100.00%	246,000	100.00%
Downtown Improvement Board - COPS	60,000	45,000	45,000	45,000	100.00%	0	----	0	----
State Traffic Signal Maintenance	326,600	368,950	368,950	368,949	100.00%	346,235	100.00%	346,235	100.00%
State Street Light Maintenance	312,700	359,051	359,051	359,051	100.00%	358,198	100.00%	358,198	100.00%
State Reimbursable Agreements	0	211,306	211,306	211,305	100.00%	0	----	0	----
Miscellaneous	45,000	23,682	23,682	23,681	100.00%	43,293	100.00%	43,293	100.00%
Sub-Total	1,168,000	1,503,232	1,503,232	1,503,230	100.00%	1,266,486	100.00%	1,266,486	100.00%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
FINES, FORFEITURES & PENALTIES									
POLICE									
Court Fines	12,500	12,977	12,977	12,977	100.00%	14,545	100.00%	14,545	100.00%
Traffic Fines	85,000	84,989	84,989	84,988	100.00%	108,906	100.00%	108,906	100.00%
OTHER FINES									
Miscellaneous	6,000	3,436	3,436	3,436	100.00%	6,171	100.36%	6,171	100.36%
Sub-Total	<u>103,500</u>	<u>101,402</u>	<u>101,402</u>	<u>101,401</u>	<u>100.00%</u>	<u>129,622</u>	<u>100.02%</u>	<u>129,622</u>	<u>100.02%</u>
INTEREST									
Investments and Deposits	260,000	422,267	422,267	406,521	96.27%	414,671	95.04%	414,671	95.04%
Sub-Total	<u>260,000</u>	<u>422,267</u>	<u>422,267</u>	<u>406,521</u>	<u>96.27%</u>	<u>414,671</u>	<u>95.04%</u>	<u>414,671</u>	<u>95.04%</u>
OTHER REVENUES									
Miscellaneous	400,000	582,916	582,916	571,958	98.12%	390,130	102.18%	390,130	102.18%
Miscellaneous - Saenger Facility Fee	75,000	61,402	61,402	61,402	100.00%	113,850	100.00%	113,850	100.00%
Sale of Assets	50,000	89,569	89,569	89,569	100.00%	645,580	100.00%	645,580	100.00%
Sub-Total	<u>525,000</u>	<u>733,887</u>	<u>733,887</u>	<u>722,929</u>	<u>98.51%</u>	<u>1,149,560</u>	<u>100.73%</u>	<u>1,149,560</u>	<u>100.73%</u>
Sub-Total Revenues	<u>48,023,500</u>	<u>48,577,738</u>	<u>48,577,738</u>	<u>48,551,140</u>	<u>99.95%</u>	<u>47,547,052</u>	<u>99.97%</u>	<u>47,547,052</u>	<u>99.97%</u>
TRANSFERS IN									
Gas Utility Fund	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
Inspections Fund	0	0	0	0	----	2,039,865	100.00%	2,039,865	100.00%
Sub-Total	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>100.00%</u>	<u>10,039,865</u>	<u>100.00%</u>	<u>10,039,865</u>	<u>100.00%</u>
TOTAL REVENUES	<u>56,023,500</u>	<u>56,577,738</u>	<u>56,577,738</u>	<u>56,551,140</u>	<u>99.95%</u>	<u>57,586,917</u>	<u>99.98%</u>	<u>57,586,917</u>	<u>99.98%</u>
TOTAL REVENUES AND FUND BALANCE	<u>\$ 57,723,500</u>	<u>59,993,829</u>	<u>59,993,829</u>	<u>59,967,231</u>	<u>99.96%</u>	<u>56,019,473</u>	<u>99.98%</u>	<u>56,019,473</u>	<u>99.98%</u>

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES:										
CITY COUNCIL										
Personnel Services	\$ 684,200	684,200	686,820	600,028		87.36%	522,860	81.32%	522,860	81.32%
City Sponsored Pensions	0	0	100	47		47.00%	44	44.00%	44	44.00%
Sub-Total	684,200	684,200	686,920	600,075		87.36%	522,904	81.31%	522,904	81.31%
Operating Expenses	482,300	771,930	769,210	364,764	78,475	57.62%	315,243	60.91%	315,243	60.91%
Sub-Total	1,166,500	1,456,130	1,456,130	964,839	78,475	71.65%	838,147	71.17%	838,147	71.17%
Allocated Overhead/(Cost Recovery)	(410,000)	(379,600)	(379,600)	(379,600)		100.00%	(410,000)	100.00%	(410,000)	100.00%
Sub-Total	756,500	1,076,530	1,076,530	585,239	78,475	61.65%	428,147	57.56%	428,147	57.56%
MAYOR										
Personnel Services	1,455,300	1,455,300	1,502,148	1,412,846		94.06%	1,126,495	97.73%	1,126,495	97.73%
City Sponsored Pensions	47,000	47,000	47,000	47,000		100.00%	48,800	100.00%	48,800	100.00%
Sub-Total	1,502,300	1,502,300	1,549,148	1,459,846	0	94.24%	1,175,295	97.82%	1,175,295	97.82%
Operating Expenses	530,000	539,124	551,276	429,353	26,625	82.71%	408,231	99.01%	408,231	99.01%
Sub-Total	2,032,300	2,041,424	2,100,424	1,889,199	26,625	91.21%	1,583,526	98.13%	1,583,526	98.13%
Allocated Overhead/(Cost Recovery)	(751,100)	(834,900)	(834,900)	(834,900)		100.00%	(751,100)	100.00%	(751,100)	100.00%
Sub-Total	1,281,200	1,206,524	1,265,524	1,054,299	26,625	85.41%	832,426	96.52%	832,426	96.52%
CITY CLERK										
Personnel Services	253,400	253,400	291,200	287,161		98.61%	214,783	92.38%	214,783	92.38%
City Sponsored Pensions	28,100	28,100	28,100	28,100		100.00%	29,100	100.00%	29,100	100.00%
Sub-Total	281,500	281,500	319,300	315,261	0	98.74%	243,883	93.23%	243,883	93.23%
Operating Expenses	49,700	55,900	57,600	42,305		73.45%	33,205	89.50%	33,205	89.50%
Sub-Total	331,200	337,400	376,900	357,566	0	94.87%	277,088	92.76%	277,088	92.76%
Allocated Overhead/(Cost Recovery)	(144,400)	(85,600)	(85,600)	(85,600)		100.00%	(144,400)	100.00%	(144,400)	100.00%
Sub-Total	186,800	251,800	291,300	271,966	0	93.36%	132,688	85.99%	132,688	85.99%

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

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020**

	(Unaudited) FY 2020					FY 2019			
	COUNCIL BEGINNING	COUNCIL AMENDED	CURRENT APPROVED	ACTUAL	ENCUMBRANCES	% OF BUDGET	ACTUAL	% OF BUDGET	ACTUAL
	BUDGET	BUDGET	BUDGET	F.Y.E.		F.Y.E.	F.Y.E.	F.Y.E.	F.Y.E.
EXPENDITURES: (continued)									
LEGAL									
Personnel Services	877,800	877,800	877,800	866,275		98.69%	700,319	99.09%	700,319
City Sponsored Pensions	18,900	18,900	18,900	18,900		100.00%	19,600	100.00%	19,600
Sub-Total	896,700	896,700	896,700	885,175	0	98.71%	719,919	99.12%	719,919
Operating Expenses	173,400	173,400	171,500	123,488		72.00%	139,513	99.44%	139,513
Sub-Total	1,070,100	1,070,100	1,068,200	1,008,663	0	94.43%	859,432	99.17%	859,432
Allocated Overhead/(Cost Recovery)	(270,400)	(296,600)	(296,600)	(296,600)		100.00%	(270,400)	100.00%	(270,400)
Sub-Total	799,700	773,500	771,600	712,063	0	92.28%	589,032	98.79%	589,032
HUMAN RESOURCES									
Personnel Services	636,200	636,200	826,992	826,663		99.96%	628,455	99.95%	628,455
City Sponsored Pensions	107,700	107,700	107,900	107,836		99.94%	112,426	100.00%	112,426
Sub-Total	743,900	743,900	934,892	934,499	0	99.96%	740,881	99.96%	740,881
Operating Expenses	179,000	227,902	219,710	180,764	0	82.27%	164,680	99.03%	164,680
Sub-Total	922,900	971,802	1,154,602	1,115,263	0	96.59%	905,561	99.79%	905,561
Allocated Overhead/(Cost Recovery)	(342,200)	(375,900)	(375,900)	(375,900)		100.00%	(342,200)	100.00%	(342,200)
Sub-Total	580,700	595,902	778,702	739,363	0	94.95%	563,361	99.66%	563,361
NON-DEPARTMENTAL FUNDING									
Operating Expenses	3,853,500	4,246,906	4,246,906	3,785,493	69,171	90.76%	3,364,152	88.97%	3,364,152
Sub-Total	3,853,500	4,246,906	4,246,906	3,785,493	69,171	90.76%	3,364,152	88.97%	3,364,152
FINANCIAL SERVICES									
Personnel Services	1,717,900	1,717,900	1,659,305	1,644,354		99.10%	1,625,273	97.71%	1,625,273
City Sponsored Pensions	257,900	257,900	258,400	258,295		99.96%	287,584	99.93%	287,584
Sub-Total	1,975,800	1,975,800	1,917,705	1,902,649	0	99.21%	1,912,857	98.04%	1,912,857
Operating Expenses	387,000	401,292	393,487	338,787		86.10%	372,747	94.03%	372,747
Sub-Total	2,362,800	2,377,092	2,311,192	2,241,436	0	96.98%	2,285,604	97.36%	2,285,604
Allocated Overhead/(Cost Recovery)	(1,555,000)	(1,445,000)	(1,445,000)	(1,445,000)		100.00%	(1,555,000)	100.00%	(1,555,000)
Sub-Total	807,800	932,092	866,192	796,436	0	91.95%	730,604	92.19%	730,604

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

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)										
PLANNING SERVICES										
Personnel Services	614,200	614,200	712,239	708,842		99.52%	474,281	99.96%	474,281	99.96%
City Sponsored Pensions	65,900	65,900	65,900	65,900		100.00%	67,800	100.00%	67,800	100.00%
Sub-Total	680,100	680,100	778,139	774,742	0	99.56%	542,081	99.97%	542,081	99.97%
Operating Expenses	299,200	476,893	444,354	170,954	1,595	38.83%	230,129	56.25%	230,129	56.25%
Sub-Total	979,300	1,156,993	1,222,493	945,696	1,595	77.36%	772,210	81.17%	772,210	81.17%
PARKS & RECREATION										
Personnel Services	2,998,800	2,998,800	3,002,123	2,907,920		96.86%	2,596,468	96.99%	2,596,468	96.99%
City Sponsored Pensions	655,200	655,200	655,635	655,622		100.00%	680,701	99.97%	680,701	99.97%
Sub-Total	3,654,000	3,654,000	3,657,758	3,563,542	0	97.42%	3,277,169	97.59%	3,277,169	97.59%
Operating Expenses	3,221,800	3,306,567	3,281,479	2,549,138	77,263	80.04%	2,951,790	93.07%	2,951,790	93.07%
Sub-Total	6,875,800	6,960,567	6,939,237	6,112,680	77,263	89.20%	6,228,959	95.39%	6,228,959	95.39%
Allocated Overhead/(Cost Recovery)	(7,600)	(8,900)	(8,900)	(8,900)		100.00%	(7,600)	100.00%	(7,600)	100.00%
Sub-Total	6,868,200	6,951,667	6,930,337	6,103,780	77,263	89.19%	6,221,359	95.39%	6,221,359	95.39%
PUBLIC WORKS & FACILITIES										
Personnel Services	1,650,800	1,650,800	1,647,103	1,561,598		94.81%	1,564,653	99.32%	1,564,653	99.32%
City Sponsored Pensions	276,300	276,300	276,565	276,472		99.97%	302,490	99.97%	302,490	99.97%
Sub-Total	1,927,100	1,927,100	1,923,668	1,838,070	0	95.55%	1,867,143	99.42%	1,867,143	99.42%
Operating Expenses	3,294,100	4,172,970	4,105,932	2,754,763	486,424	78.94%	2,982,003	83.91%	2,982,003	83.91%
Sub-Total	5,221,200	6,100,070	6,029,600	4,592,833	486,424	84.24%	4,849,146	89.28%	4,849,146	89.28%
Allocated Overhead/(Cost Recovery)	(293,400)	(298,700)	(298,700)	(298,700)		100.00%	(293,400)	100.00%	(293,400)	100.00%
Sub-Total	4,927,800	5,801,370	5,730,900	4,294,133	486,424	83.42%	4,555,746	88.66%	4,555,746	88.66%

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

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)										
FIRE										
Personnel Services	7,652,800	7,652,800	7,446,687	7,439,736		99.91%	7,127,791	99.78%	7,127,791	99.78%
City Sponsored Pensions	1,132,300	1,132,300	1,165,674	1,165,462		99.98%	1,110,261	100.00%	1,110,261	100.00%
Sub-Total	8,785,100	8,785,100	8,612,361	8,605,198	0	99.92%	8,238,052	99.81%	8,238,052	99.81%
Operating Expenses	1,541,100	1,566,256	1,551,795	1,441,284	14,371	93.80%	1,301,316	91.43%	1,301,316	91.43%
Sub-Total	10,326,200	10,351,356	10,164,156	10,046,482	14,371	98.98%	9,539,368	98.57%	9,539,368	98.57%
POLICE										
Personnel Services	14,893,500	14,893,500	15,452,982	14,803,268		95.80%	13,893,021	99.76%	13,893,021	99.76%
City Sponsored Pensions	4,561,200	4,561,200	4,572,928	4,566,435		99.86%	4,742,619	100.00%	4,742,619	100.00%
Sub-Total	19,454,700	19,454,700	20,025,910	19,369,703	0	96.72%	18,635,640	99.82%	18,635,640	99.82%
Operating Expenses	3,916,100	4,212,322	3,641,112	3,511,968	439	96.47%	3,842,129	97.49%	3,842,129	97.49%
Sub-Total	23,370,800	23,667,022	23,667,022	22,881,671	439	96.68%	22,477,769	99.42%	22,477,769	99.42%
TRANSFERS OUT										
Municipal Golf Course Fund	250,000	250,000	250,000	250,000		100.00%	250,000	100.00%	250,000	100.00%
Stormwater Capital Projects Fund	2,735,000	2,732,167	2,732,167	2,732,167		100.00%	2,713,199	100.00%	2,713,199	100.00%
Inspections Fund	0	0	0	0		----	21,483	100.00%	21,483	100.00%
Local Option Sales Tax Fund	0	0	0	0		----	520,000	100.00%	520,000	100.00%
Sub-Total	2,985,000	2,982,167	2,982,167	2,982,167	0	100.00%	3,504,682	100.00%	3,504,682	100.00%
TOTAL EXPENDITURES	\$ 57,723,500	59,993,829	59,993,829	55,198,788	754,363	93.26%	53,711,544	95.86%	53,711,544	95.86%

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

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCES COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

**CITY OF PENSACOLA
TREE PLANTING TRUST - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	71,500	71,500	71,500	100.00%	(96,200)	100.00%	(96,200)	100.00%
REVENUES:									
Tree Trust Fund	0	28,500	28,500	28,500	100.00%	96,200	100.00%	96,200	100.00%
Interest	0	0	0	7,056	----	7,837	----	7,837	----
TOTAL REVENUES	0	28,500	28,500	35,556	124.76%	104,037	108.15%	104,037	108.15%
TOTAL REVENUES AND FUND BALANCE	\$ 0	100,000	100,000	107,056	107.06%	7,837	----	7,837	----
EXPENDITURES:									
Operating Expenses	0	100,000	100,000	3,000	3.00%	0	----	0	----
Sub-Total	0	100,000	100,000	3,000	3.00%	0	----	0	----
TOTAL EXPENDITURES	\$ 0	100,000	100,000	3,000	3.00%	0	----	0	----

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCE COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

CITY OF PENSACOLA
PARK PURCHASES - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	(3,562)	100.00%	(3,562)	100.00%
REVENUES:									
Park Purchases Fund	0	0	0	0	----	3,562	100.00%	3,562	100.00%
Interest	0	0	0	1,555	----	2,073	----	2,073	----
TOTAL REVENUES	0	0	0	1,555	----	5,635	158.20%	5,635	158.20%
TOTAL REVENUES AND FUND BALANCE	\$ 0	0	0	1,555	----	2,073	----	2,073	----
EXPENDITURES:									
Personnel Services	\$ 0	0	0	0	----	0	----	0	----
Operating Expenses	0	0	0	0	----	0	----	0	----
Capital Outlay	0	0	0	0	----	0	----	0	----
Sub-Total	0	0	0	0	----	0	----	0	----
TOTAL EXPENDITURES	\$ 0	0	0	0	----	0	----	0	----

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCE COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

CITY OF PENSACOLA
HOUSING INITIATIVES FUND - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	<u>\$ 0</u>	<u>504,341</u>	<u>504,341</u>	<u>504,341</u>	100.00%	<u>146,518</u>	100.00%	<u>146,518</u>	100.00%
REVENUES:									
Sale of Asset	0	0	0	0	----	43,889	100.00%	43,889	100.00%
Miscellaneous	0	0	0	8,270		0		0	
Interest	<u>0</u>	<u>0</u>	<u>0</u>	<u>7,136</u>	----	<u>2,933</u>	----	<u>2,933</u>	----
TOTAL REVENUES	<u>0</u>	<u>0</u>	<u>0</u>	<u>15,406</u>	----	<u>46,822</u>	106.68%	<u>46,822</u>	106.68%
TOTAL REVENUES AND FUND BALANCE	<u><u>\$ 0</u></u>	<u><u>504,341</u></u>	<u><u>504,341</u></u>	<u><u>519,747</u></u>	103.05%	<u><u>193,340</u></u>	101.55%	<u><u>193,340</u></u>	101.54%
EXPENDITURES:									
Personnel Services	\$ 0	0	0	0	----	26,227	98.97%	26,227	98.97%
Operating Expenses	0	504,341	504,341	597	0.12%	16	0.03%	16	100.00%
Grants & Aids	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	----	<u>115,337</u>	100.00%	<u>115,337</u>	100.00%
Sub-Total	<u>0</u>	<u>504,341</u>	<u>504,341</u>	<u>597</u>	0.12%	<u>141,580</u>	41.79%	<u>141,580</u>	99.81%
TOTAL EXPENDITURES	<u>\$ 0</u>	<u>504,341</u>	<u>504,341</u>	<u>597</u>	0.12%	<u>141,580</u>	41.79%	<u>141,580</u>	99.81%

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCE COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

CITY OF PENSACOLA
INNER CITY HOUSING INITIATIVES FUND - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	440,489	100.00%	440,489	100.00%
REVENUES:									
Interest	0	0	0	0	----	8,819	----	8,819	----
TOTAL REVENUES	0	0	0	0	----	8,819	----	8,819	----
TOTAL REVENUES AND FUND BALANCE	\$ 0	0	0	0	----	449,308	102.00%	449,308	102.00%
EXPENDITURES:									
Personal Services	\$ 0	0	0	0	----	0	0.00%	0	0.00%
Operating Expenses	0	0	0	0	----	0	0.00%	0	0.00%
Grants & Aids	0	0	0	0	----	0	0.00%	0	0.00%
Sub-Total	0	0	0	0	----	0	0.00%	0	0.00%
TOTAL EXPENDITURES	\$ 0	0	0	0	----	0	0.00%	0	0.00%

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCE COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

CITY OF PENSACOLA
LOCAL OPTION GASOLINE TAX FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 168,900	182,594	182,594	182,594	100.00%	98,757	100.00%	98,757	100.00%
REVENUES:									
Gasoline Tax (6 cent local)	1,370,000	1,301,270	1,301,270	1,301,270	100.00%	1,364,246	100.00%	1,364,246	100.00%
Interest	15,000	27,364	27,364	27,364	100.00%	24,122	100.00%	24,122	100.00%
Sub-Total	1,385,000	1,328,634	1,328,634	1,328,634	100.00%	1,388,368	100.00%	1,388,368	100.00%
TOTAL REVENUES	1,385,000	1,328,634	1,328,634	1,328,634	100.00%	1,388,368	100.00%	1,388,368	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 1,553,900	1,511,228	1,511,228	1,511,228	100.00%	1,487,125	100.00%	1,487,125	100.00%
EXPENDITURES:									
Allocated Overhead/(Cost Recovery)	31,900	7,200	7,200	7,200	100.00%	31,900	100.00%	31,900	100.00%
Sub-Total	31,900	7,200	7,200	7,200	100.00%	31,900	100.00%	31,900	100.00%
TRANSFERS OUT									
LOGT Debt Service fund	1,522,000	1,504,028	1,504,028	1,504,028	100.00%	1,455,224	100.00%	1,455,224	100.00%
TOTAL EXPENDITURES	\$ 1,553,900	1,511,228	1,511,228	1,511,228	100.00%	1,487,124	100.00%	1,487,124	100.00%

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCES COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

CITY OF PENSACOLA
STORMWATER UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 307,900	428,333	428,333	428,333		100.00%	283,834	100.00%	283,834	100.00%
REVENUES:										
Stormwater Utility Fees	2,730,000	2,726,710	2,726,710	2,726,710		100.00%	2,707,582	100.00%	2,707,582	100.00%
Delinquent Stormwater Utility Fee	5,000	5,457	5,457	5,457		100.00%	5,617	100.00%	5,617	100.00%
Miscellaneous	0	2,852	2,852	2,852		100.00%	22	100.00%	22	100.00%
CHARGES FOR SERVICES:										
State Right of Way Maintenance	99,600	89,428	89,428	89,427		100.00%	99,647	100.00%	99,647	100.00%
Interest Income	5,000	12,571	12,571	12,571		100.00%	18,250	100.00%	18,250	100.00%
TOTAL REVENUES	2,839,600	2,837,018	2,837,018	2,837,017		100.00%	2,831,118	100.00%	2,831,118	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 3,147,500	3,265,351	3,265,351	3,265,350		100.00%	3,114,952	100.00%	3,114,952	100.00%
EXPENDITURES:										
STORMWATER O & M										
Personnel Services	\$ 947,500	947,500	941,992	914,903		97.12%	807,145	98.35%	807,145	98.35%
City Sponsored Pensions	285,400	285,400	285,779	285,779		100.00%	293,416	100.00%	293,416	100.00%
Sub-Total	1,232,900	1,232,900	1,227,771	1,200,682	0	97.79%	1,100,561	98.78%	1,100,561	98.78%
Operating Expenses	494,300	612,151	558,340	526,284	4,000	94.26%	454,090	97.28%	454,090	97.28%
Capital Outlay	0	0	5,000	0	5,000	0.00%	56,372	99.54%	56,372	99.54%
Allocated Overhead/(Cost Recovery)	196,300	206,100	206,100	206,100		100.00%	196,300	100.00%	196,300	100.00%
Sub-Total	1,923,500	2,051,151	1,997,211	1,933,066	9,000	96.79%	1,807,323	98.55%	1,807,323	98.55%
STREET CLEANING										
Personnel Services	425,000	425,000	452,309	452,267		99.99%	368,450	95.19%	368,450	95.19%
City Sponsored Pensions	77,200	77,200	77,293	77,292		100.00%	79,720	99.87%	79,720	99.87%
Sub-Total	502,200	502,200	529,602	529,559	0	99.99%	448,170	95.99%	448,170	95.99%
Operating Expenses	458,200	446,500	478,038	474,495		99.26%	443,586	99.98%	443,586	99.98%
Capital Outlay	150,000	150,000	145,000	130,627		90.09%	256,932	100.00%	256,932	100.00%
Allocated Overhead/(Cost Recovery)	113,600	115,500	115,500	115,500		100.00%	113,600	100.00%	113,600	100.00%
Sub-Total	1,224,000	1,214,200	1,268,140	1,250,181	0	98.58%	1,262,288	98.53%	1,262,288	98.53%
TOTAL EXPENDITURES	\$ 3,147,500	3,265,351	3,265,351	3,183,247	9,000	97.49%	3,069,611	98.54%	3,069,611	98.54%

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCES COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

**CITY OF PENSACOLA
NATURAL DISASTER FUND
(Formerly Hurricane Damage Fund)
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0		----	74,128	100.00%	74,128	100.00%
REVENUES:										
State - Lee Street	0	497,968	497,968	497,967		100.00%	317,655	43.87%	317,655	43.87%
State - 12th Avenue & Cross	0	680,717	680,717	640,463		94.09%	666,115	56.10%	666,115	56.10%
Interest	0	0	0	2,011		----	31,411	----	31,411	----
FEMA COVID 19 (CORONAVIRUS)	0	200,000	200,000	0		0.00%	0	----	0	----
Hurricnae Sally - FEMA 75%	0	33,750,000	33,750,000	0		0.00%	0	----	0	----
County- COVID19 (CORONAVIRUS)	0	647,667	647,667	647,666		100.00%	0	----	0	----
Hurricnae Michael - Mutual Aid	0	18,204	18,204	18,203		99.99%	0	----	0	----
Hurricnae Sally - State 12.5%	0	11,250,000	11,250,000	0		0.00%	0	----	0	----
Sub-Total	0	47,044,556	47,044,556	1,806,310		3.84%	1,015,181	52.20%	1,015,181	52.20%
TOTAL REVENUES	0	47,044,556	47,044,556	1,806,310		3.84%	1,015,181	52.20%	1,015,181	52.20%
TOTAL REVENUES AND FUND BALANCE	\$ 0	47,044,556	47,044,556	1,806,310		3.84%	1,089,309	53.95%	1,089,309	53.95%
EXPENDITURES:										
Personnel Services	\$ 0	0	858,517	849,624		98.96%	7,758	97.81%	7,758	97.81%
City Sponsored Pensions	0	0	1,186	1,179		99.41%	0	----	0	----
Sub-Total	0	0	859,703	850,803	0	98.96%	7,758	97.81%	7,758	97.81%
Operating Expenses	0	45,700,000	44,877,793	2,201,266	8,778,925	24.47%	1,262	56.16%	1,262	56.16%
Capital Outlay	0	1,344,556	1,307,060	1,146,692	0	87.73%	976,013	50.49%	976,013	50.49%
Sub-Total	0	47,044,556	47,044,556	4,198,761	8,778,925	27.59%	985,033	50.68%	985,033	50.68%
TOTAL EXPENDITURES	\$ 0	47,044,556	47,044,556	4,198,761	8,778,925	27.59%	985,033	50.68%	985,033	50.68%

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCES COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

**CITY OF PENSACOLA
MUNICIPAL GOLF COURSE FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	(23,926)	(23,926)	(23,926)		100.00%	0	----	0	----
REVENUES:										
GOLF COURSE CHARGES										
Green Fees	282,500	307,373	307,373	307,373		100.00%	255,153	100.00%	255,153	100.00%
Electric Cart Rentals	86,800	104,129	104,129	104,129		100.00%	83,769	100.00%	83,769	100.00%
Pull Cart Rentals	200	181	181	181		100.00%	84	100.00%	84	100.00%
Concessions	18,000	18,000	18,000	18,000		100.00%	18,000	100.00%	18,000	100.00%
Pro Shop Sales	12,200	14,787	14,787	14,788		100.01%	11,911	100.00%	11,911	100.00%
Tournaments	54,900	34,841	34,841	34,840		100.00%	36,493	100.00%	36,493	100.00%
Driving Range	30,500	33,358	33,358	33,358		100.00%	27,718	100.00%	27,718	100.00%
Capital Surcharge	40,000	38,907	38,907	38,907		100.00%	34,407	100.00%	34,407	100.00%
Miscellaneous	0	0	0	0		----	44	100.00%	44	100.00%
Interest Income	0	2,250	2,250	2,250		100.00%	791	100.00%	791	100.00%
SUB-TOTAL REVENUES	525,100	553,826	553,826	553,826		100.00%	468,370	100.00%	468,370	100.00%
TRANSFERS IN GENERAL FUND	250,000	250,000	250,000	250,000		100.00%	250,000	100.00%	250,000	100.00%
TOTAL REVENUES	775,100	803,826	803,826	803,826		100.00%	718,370	100.00%	718,370	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 775,100	779,900	779,900	779,900		100.00%	718,370	100.00%	718,370	100.00%
EXPENDITURES:										
OPERATIONS										
Personnel Services	\$ 376,800	376,800	376,799	358,599		95.17%	346,190	100.00%	346,190	100.00%
City Sponsored Pensions	47,000	47,000	47,001	47,000		100.00%	48,800	100.00%	48,800	100.00%
Sub-Total	423,800	423,800	423,800	405,599		95.71%	394,990	100.00%	394,990	100.00%
Operating Expenses	351,300	356,100	356,100	277,597	6,025	79.65%	309,489	95.71%	309,489	95.71%
TOTAL EXPENDITURES	\$ 775,100	779,900	779,900	683,196	6,025	88.37%	704,479	98.07%	704,479	98.07%

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

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCES COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

CITY OF PENSACOLA
INSPECTION SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	(100,449)	(100,449)	(100,449)		100.00%	1,517,042	100.00%	1,517,042	100.00%
REVENUES:										
Building Permits	733,400	885,774	885,774	886,975		100.14%	811,284	100.00%	811,284	100.00%
Electrical Permits	226,600	194,041	194,041	194,041		100.00%	225,036	100.00%	225,036	100.00%
Gas Permits	43,100	45,175	45,175	45,175		100.00%	44,075	100.00%	44,075	100.00%
Plumbing Permits	129,400	108,850	108,850	108,850		100.00%	150,568	100.00%	150,568	100.00%
Mechanical Permits	89,400	84,732	84,732	84,731		100.00%	98,985	100.00%	98,985	100.00%
Miscellaneous Permits	8,100	3,148	3,148	3,148		100.00%	11,302	96.38%	11,302	96.38%
Zoning Review & Inspection Fees	98,300	40,750	40,750	40,750		100.00%	95,100	100.00%	95,100	100.00%
Permit Application Fee	275,600	297,754	297,754	297,754		100.00%	237,003	100.00%	237,003	100.00%
Tree Removal & Pruning Permits	0	975	975	975		100.00%	425	----	425	----
Lien Search Fees	0	11,500	11,500	11,500		100.00%	0	----	0	----
Interest Income	0	625	625	625		----	5,525	100.00%	5,525	100.00%
Sale of Asset	0	2,200	2,200	2,200		100.00%	2,900	100.00%	2,900	100.00%
Miscellaneous	0	28,825	28,825	28,826		100.00%	0	0.00%	0	0.00%
SUB-TOTAL REVENUES	1,603,900	1,704,349	1,704,349	1,705,550		100.07%	1,682,203	88.24%	1,682,203	88.24%
TRANSFERS IN GENERAL FUND	0	0	0	0		----	21,483	100.00%	21,483	100.00%
TOTAL REVENUES	1,603,900	1,704,349	1,704,349	1,705,550		100.07%	1,703,686	88.37%	1,703,686	88.37%
TOTAL REVENUES AND FUND BALANCE	\$ 1,603,900	1,603,900	1,603,900	1,605,101		100.07%	3,220,728	93.49%	3,220,728	93.49%
EXPENDITURES:										
OPERATIONS										
Personnel Services	\$ 835,400	835,400	905,683	892,894		98.59%	792,705	98.34%	792,705	98.34%
City Sponsored Pensions	141,800	141,800	141,915	141,909		100.00%	144,994	99.94%	144,994	99.94%
Sub-Total	977,200	977,200	1,047,598	1,034,803		98.78%	937,699	98.58%	937,699	98.58%
Operating Expenses	382,100	396,500	298,693	240,894	7,863	83.28%	184,796	92.48%	184,796	92.48%
Capital Outlay	17,000	17,000	44,409	10,325	27,409	84.97%	26,367	99.88%	26,367	99.88%
Sub-Total	1,376,300	1,390,700	1,390,700	1,286,022	35,272	95.01%	1,148,862	97.58%	1,148,862	97.58%
Allocated Overhead/(Cost Recovery)	227,600	213,200	213,200	213,200		100.00%	227,600	100.00%	227,600	100.00%
Sub-Total	1,603,900	1,603,900	1,603,900	1,499,222	35,272	95.67%	1,376,462	97.97%	1,376,462	97.97%
TRANSFERS OUT										
General Fund	0	0	0	0	0	----	2,039,865	100.00%	2,039,865	100.00%
TOTAL EXPENDITURES	\$ 1,603,900	1,603,900	1,603,900	1,499,222	35,272	95.67%	3,416,327	99.17%	3,416,327	99.17%

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

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCE COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

CITY OF PENSACOLA
ROGER SCOTT TENNIS CENTER
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	16,500	16,500	16,500	100.00%	(2,608)	100.00%	(2,608)	100.00%
REVENUES:									
CHARGES FOR SERVICES									
Scott Tennis Pro Revenue	125,000	106,771	106,771	106,771	100.00%	125,000	100.00%	125,000	100.00%
Scott Tennis Pro Shop Lease	3,700	3,882	3,882	3,883	100.03%	4,117	100.00%	4,117	100.00%
Interest Income	0	2,295	2,295	2,295	100.00%	2,191	100.00%	2,191	100.00%
TOTAL REVENUES	128,700	112,948	112,948	112,949	100.00%	131,308	100.00%	131,308	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 128,700	129,448	129,448	129,449	100.00%	128,700	100.00%	128,700	100.00%
EXPENDITURES:									
OPERATIONS									
Operating Expenses	\$ 128,700	129,448	123,448	73,964	59.92%	71,051	55.21%	71,051	55.21%
Capital Outlay	0	0	6,000	5,339	88.98%	0	----	0	----
Sub-Total	128,700	129,448	129,448	79,303	61.26%	71,051	55.21%	71,051	55.21%
TOTAL EXPENDITURES	\$ 128,700	129,448	129,448	79,303	61.26%	71,051	55.21%	71,051	55.21%

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCE COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
PARK OPERATIONS:										
APPROPRIATED FUND BALANCE	\$ 0	157,730	157,730	157,730		100.00%	(50,235)	100.00%	(50,235)	100.00%
REVENUES:										
COMMUNITY MARITIME PARK										
Event Scheduling Management										
Rentals	18,500	6,700	6,700	6,700		100.00%	34,420	100.00%	34,420	100.00%
Ticketed Events	1,000	0	0	0		----	0	----	0	----
Vendor Kiosk Management										
Kiosk Sales	1,800	0	0	(300)		----	3,733	100.00%	3,733	100.00%
Donations	0	3,500	3,500	3,500		100.00%	18,300	100.00%	18,300	100.00%
Parking Management	96,900	0	0	0		----	103,357	100.00%	103,357	100.00%
City Hall Parking	28,000	0	0	0		----	25,685	100.00%	25,685	100.00%
Lease Fees	150,000	153,484	153,484	153,484		100.00%	146,468	100.00%	146,468	100.00%
User Fees										
Northwest Florida Professional Baseball	175,000	175,000	175,000	175,000		100.00%	175,000	100.00%	175,000	100.00%
University of West Florida	25,000	16,667	16,667	16,667		100.00%	25,000	100.00%	25,000	100.00%
Surcharge										
Attendance	318,000	125,000	125,000	125,000		100.00%	262,803	82.64%	262,803	82.64%
Naming Rights	112,500	112,500	112,500	112,500		100.00%	112,500	100.00%	112,500	100.00%
Community Event Concessions	30,000	16,500	16,500	16,499		99.99%	27,454	164.62%	27,454	164.62%
Other Charges for Services	23,600	24,067	24,067	24,068		100.00%	23,342	100.00%	23,342	100.00%
Miscellaneous Revenue	0	162	162	163		100.62%	619	100.00%	619	100.00%
Sub-Total	980,300	633,580	633,580	633,281		99.95%	958,681	95.57%	958,681	95.57%
TOTAL REVENUES	980,300	633,580	633,580	633,281		99.95%	958,681	95.57%	958,681	95.57%
TOTAL REVENUES AND FUND BALANCE	\$ 980,300	791,310	791,310	791,011		99.96%	908,446	95.34%	908,446	95.34%

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES										
COMMUNITY MARITIME PARK										
Personnel Services	\$ 121,700	121,700	121,700	36,012		29.59%	80,030	64.18%	80,030	64.18%
Sub-Total	121,700	121,700	121,700	36,012	0	29.59%	80,030	64.18%	80,030	64.18%
Operating Expenses	838,600	649,610	649,610	609,396	28,943	93.81%	775,865	94.00%	775,865	94.00%
Capital Outlay	0	0	0	0		----	8,544	96.00%	8,544	96.00%
Sub-Total	960,300	771,310	771,310	645,408	28,943	83.68%	864,439	90.14%	864,439	90.14%
DEBT SERVICE										
Principal	20,000	20,000	20,000	20,000		100.00%	20,000	100.00%	20,000	100.00%
Sub-Total	20,000	20,000	20,000	20,000	0	100.00%	20,000	100.00%	20,000	100.00%
TOTAL PARK OPERATIONS EXPENDITURES	\$ 980,300	791,310	791,310	665,408	28,943	84.09%	884,439	90.34%	884,439	90.34%
PARK RENEWAL AND REPLACEMENT:										
APPROPRIATED FUND BALANCE	\$ 0	286,486	286,486	286,486		100.00%	0	----	0	----
REVENUES:										
Variable Ticket	144,000	0	0	(1,992)		----	129,214	85.02%	129,214	85.02%
Interest Income	0	16,585	16,585	16,586		100.01%	18,161	100.01%	18,161	100.01%
Sub-Total	144,000	16,585	16,585	14,594		88.00%	147,375	86.62%	147,375	86.62%
TOTAL REVENUES AND FUND BALANCE	\$ 144,000	303,071	303,071	301,080		99.34%	147,375	86.62%	147,375	86.62%
EXPENDITURES										
Personnel Services	\$ 0	0	0	0		----	0	----	0	----
Operating Expenses	144,000	53,071	53,071	45,786	7,285	86.27%	24,466	16.99%	24,466	16.99%
Capital Outlay	0	250,000	250,000	201,948		80.78%	0	----	0	----
Sub-Total	144,000	303,071	303,071	247,734	7,285	81.74%	24,466	16.99%	24,466	16.99%
TOTAL RENEWAL AND REPLACEMENT EXPENDITURES	\$ 144,000	303,071	303,071	247,734	7,285	81.74%	24,466	16.99%	24,466	16.99%
TOTAL FUND:										
TOTAL REVENUES AND FUND BALANCE	\$ 1,124,300	1,094,381	1,094,381	1,092,091		99.79%	1,055,821	94.02%	1,055,821	94.02%
TOTAL EXPENDITURES	\$ 1,124,300	1,094,381	1,094,381	913,142	36,228	83.44%	908,905	80.94%	908,905	80.94%

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCE COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

**CITY OF PENSACOLA
LOCAL OPTION SALES TAX
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
LOCAL OPTION SALES TAX FUND:										
APPROPRIATED FUND BALANCE	\$ 2,144,100	34,804,608	34,804,608	34,804,608		100.00%	25,207,139	100.00%	25,207,139	100.00%
REVENUES:										
1-CT Local Option Sales Tax	9,397,800	8,698,809	8,698,809	8,698,809		100.00%	8,901,413	100.00%	8,901,413	100.00%
Interest	0	67,600	67,600	67,600		100.00%	117,028	100.00%	117,028	100.00%
Miscellaneous	0	18,899	18,899	18,899		100.00%	0	----	0	----
Transfer In From General Fund	0	0	0	0		----	520,000	100.00%	520,000	100.00%
TOTAL REVENUES	9,397,800	8,785,308	8,785,308	8,785,308		100.00%	9,538,441	100.00%	9,538,441	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 11,541,900	43,589,916	43,589,916	43,589,916		100.00%	34,745,580	100.00%	34,745,580	100.00%
EXPENDITURES:										
CAPITAL PROJECTS										
Operating Expenses	0	27,822	1,467,677	1,382,745	60,763	98.35%	275,347	79.43%	275,347	79.43%
Capital Outlay	7,243,300	20,781,234	19,341,376	3,088,246	3,638,584	34.78%	1,463,582	11.19%	1,463,582	11.19%
Sub-Total	7,243,300	20,809,056	20,809,053	4,470,991	3,699,347	39.26%	1,738,929	12.96%	1,738,929	12.96%
TRANSFER OUT										
Port of Pensacola	0	358,222	358,222	118,454		33.07%	641,778	64.18%	641,778	64.18%
Pensacola International Airport	0	18,124,154	18,124,154	2,128,692		11.75%	75,845	0.51%	75,845	0.51%
Sub-Total	0	18,482,376	18,482,376	2,247,146	0	12.16%	717,623	4.49%	717,623	4.49%
DEBT SERVICE										
Principal	3,728,800	3,728,730	3,728,730	3,728,729		100.00%	3,543,419	75.97%	3,543,419	75.97%
Interest	569,800	569,754	569,757	569,757		100.00%	659,529	99.97%	659,529	99.97%
Sub-Total	4,298,600	4,298,484	4,298,487	4,298,486	0	100.00%	4,202,948	78.94%	4,202,948	78.94%
TOTAL EXPENDITURES	\$ 11,541,900	43,589,916	43,589,916	11,016,623	3,699,347	33.76%	6,659,500	19.17%	6,659,500	19.17%

**CITY OF PENSACOLA
LOCAL OPTION SALES TAX
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
LOST SERIES 2017 PROJECT FUND:										
APPROPRIATED FUND BALANCE	\$ 0	7,176,184	7,176,184	7,176,184		100.00%	15,603,771	100.00%	15,603,771	100.00%
REVENUES:										
Interest	0	60,813	60,813	60,805		99.99%	162,939	100.00%	162,939	100.00%
TOTAL REVENUES	0	60,813	60,813	60,805		99.99%	162,939	100.00%	162,939	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 0	7,236,997	7,236,997	7,236,989		100.00%	15,766,710	100.00%	15,766,710	100.00%
EXPENDITURES:										
CAPITAL PROJECTS										
Operating Expenses	0	0	0	0		----	763	100.00%	763	100.00%
Capital Outlay	0	7,236,997	7,236,997	6,206,114	1,030,875	100.00%	8,512,706	79.53%	8,512,706	79.53%
Sub-Total	0	7,236,997	7,236,997	6,206,114	1,030,875	100.00%	8,513,469	79.53%	8,513,469	79.53%
TOTAL LOST IV BOND EXPENDITURES	\$ 0	7,236,997	7,236,997	6,206,114	1,030,875	100.00%	8,513,469	79.53%	8,513,469	79.53%
TOTAL:										
TOTAL REVENUES AND FUND BALANCE	\$ 11,541,900	50,826,913	50,826,913	50,826,905		100.00%	50,512,290	100.00%	50,512,290	100.00%
TOTAL EXPENDITURES	\$ 11,541,900	50,826,913	50,826,913	17,222,737	4,730,222	43.19%	15,172,969	39.47%	15,172,969	39.47%

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

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCES COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

CITY OF PENSACOLA
STORMWATER CAPITAL PROJECTS FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	5,093,802	5,093,802	5,093,802		100.00%	5,062,806	100.00%	5,062,806	100.00%
REVENUES:										
Interest	41,000	82,334	82,334	82,335		100.00%	103,794	100.00%	103,794	100.00%
Transfer In From General Fund	2,735,000	2,732,167	2,732,167	2,732,167		100.00%	2,713,199	100.00%	2,713,199	100.00%
Miscellaneous	0	0	0	0		----	1,253	100.00%	1,253	100.00%
TOTAL REVENUES	2,776,000	2,814,501	2,814,501	2,814,502		100.00%	2,818,246	100.00%	2,818,246	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 2,776,000	7,908,303	7,908,303	7,908,304		100.00%	7,881,052	100.00%	7,881,052	100.00%
EXPENDITURES:										
CAPITAL PROJECTS										
Personal Services	\$ 0	0	11,707	11,510		98.32%	0	----	0	----
Operating Expenses	500,000	1,770,875	1,592,880	919,295	734	57.76%	856,345	40.26%	856,345	40.26%
Capital Outlay	2,060,800	5,947,828	6,114,116	2,254,269	766,600	49.41%	1,715,697	30.98%	1,715,697	30.98%
Sub-Total	2,560,800	7,718,703	7,718,703	3,185,074	767,334	51.21%	2,572,042	33.55%	2,572,042	33.55%
Allocated Overhead/(Cost Recovery)	215,200	189,600	189,600	189,600		100.00%	215,200	100.00%	215,200	100.00%
TOTAL EXPENDITURES	\$ 2,776,000	7,908,303	7,908,303	3,374,674	767,334	52.38%	2,787,242	35.37%	2,787,242	35.37%

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCES COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

CITY OF PENSACOLA
GAS UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
GAS OPERATIONS:										
APPROPRIATED FUND BALANCE	\$ 0	1,957,685	1,957,685	1,957,685		100.00%	1,348,071	100.00%	1,348,071	100.00%
REVENUES:										
GAS										
Residential User Fees	23,606,100	21,276,188	21,276,188	21,276,188		100.00%	22,231,951	100.00%	22,231,951	100.00%
Commercial User Fees	13,524,000	11,942,164	11,942,164	11,942,163		100.00%	13,131,219	100.00%	13,131,219	100.00%
Municipal User Fees	314,400	306,149	306,149	306,148		100.00%	283,305	100.00%	283,305	100.00%
Interruptible User Fees	3,073,000	5,165,367	5,165,367	3,137,564		60.74%	3,325,965	100.00%	3,325,965	100.00%
Transportation User Fees	6,210,600	3,515,345	3,515,345	5,543,148		157.68%	5,834,034	100.00%	5,834,034	100.00%
Compressed Natural Gas	908,200	884,013	884,013	884,013		100.00%	933,921	100.00%	933,921	100.00%
Miscellaneous Charges	553,900	463,822	463,822	463,747		99.98%	521,877	100.00%	521,877	100.00%
New Accounts/Turn-on Fees	710,300	480,906	480,906	480,905		100.00%	569,543	100.00%	569,543	100.00%
Interest Income	200,000	374,848	374,848	374,848		100.00%	445,987	100.00%	445,987	100.00%
Infrastructure Cost Recovery	3,500,000	3,118,130	3,118,130	3,118,130		100.00%	3,466,232	100.00%	3,466,232	100.00%
Navy Projects	0	0	0	0		----	576,131	100.00%	576,131	100.00%
Cookbooks	0	5,210	5,210	5,210		100.00%	4,144	100.02%	4,144	100.02%
Sale of Asset	0	58,836	58,836	58,836		100.00%	49,544	72.60%	49,544	72.60%
TOTAL REVENUES	52,600,500	47,590,978	47,590,978	47,590,900		100.00%	51,373,853	99.96%	51,373,853	99.96%
TOTAL REVENUES AND FUND BALANCE	\$ 52,600,500	49,548,663	49,548,663	49,548,585		100.00%	52,721,924	99.96%	52,721,924	99.96%
EXPENSES:										
GAS OPERATION & MAINTENANCE										
Personnel Services	\$ 8,262,800	8,262,800	8,261,000	7,479,634		90.54%	5,315,180	71.64%	5,315,180	71.64%
City Sponsored Pensions	1,397,700	1,397,700	1,399,500	1,399,291		99.99%	1,193,755	82.82%	1,193,755	82.82%
Sub-Total	9,660,500	9,660,500	9,660,500	8,878,925	0	91.91%	6,508,935	73.46%	6,508,935	73.46%
Operating Expenses	30,326,200	27,223,763	26,536,263	24,975,279	729,774	96.87%	28,188,146	90.11%	28,188,146	90.11%
Capital Outlay	1,242,000	1,326,830	2,014,330	723,940	607,460	66.10%	1,043,110	85.29%	1,043,110	85.29%
Sub-Total	41,228,700	38,211,093	38,211,093	34,578,144	1,337,234	93.99%	35,740,191	86.40%	35,740,191	86.40%
TRANSFERS OUT										
General Fund	8,000,000	8,000,000	8,000,000	8,000,000		100.00%	8,000,000	100.00%	8,000,000	100.00%
Sub-Total	8,000,000	8,000,000	8,000,000	8,000,000	0	100.00%	8,000,000	100.00%	8,000,000	100.00%
Allocated Overhead/(Cost Recovery)	1,348,500	1,309,000	1,309,000	1,309,000		100.00%	1,348,500	100.00%	1,348,500	100.00%

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

**CITY OF PENSACOLA
GAS UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENSES: (continued)										
DEBT SERVICE										
Interest	264,300	269,570	269,570	264,221		98.02%	299,505	99.18%	299,505	99.18%
Principal	1,759,000	1,759,000	1,759,000	1,759,000		100.00%	1,725,000	100.00%	1,725,000	100.00%
Sub-Total	2,023,300	2,028,570	2,028,570	2,023,221	0	99.74%	2,024,505	99.88%	2,024,505	99.88%
TOTAL GAS OPERATIONS EXPENSES	<u>\$ 52,600,500</u>	<u>49,548,663</u>	<u>49,548,663</u>	<u>45,910,365</u>	<u>1,337,234</u>	95.36%	<u>47,113,196</u>	89.33%	<u>47,113,196</u>	89.33%
GAS CONSTRUCTION:										
APPROPRIATED FUND BALANCE	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>		----	<u>3,529,859</u>	100.00%	<u>3,529,859</u>	100.00%
EXPENSES:										
GAS CONSTRUCTION NOTE										
Personal Services	0	0	0	0		----	1,747,543	100.00%	1,747,543	100.00%
City Sponsored Pensions	0	0	0	0		----	247,548	100.00%	247,548	100.00%
Sub-Total	0	0	0	0	0	----	1,995,091	100.00%	1,995,091	100.00%
Operating Expenses	0	0	0	0		----	1,534,760	100.00%	1,534,760	100.00%
Sub-Total	0	0	0	0	0	----	3,529,851	100.00%	3,529,851	100.00%
TOTAL GAS CONSTRUCTION NOTE EXPENSES	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	----	<u>3,529,851</u>	100.00%	<u>3,529,851</u>	100.00%
TOTAL FUND:										
TOTAL REVENUES AND FUND BALANCE	<u>\$ 52,600,500</u>	<u>49,548,663</u>	<u>49,548,663</u>	<u>49,548,585</u>		100.00%	<u>56,251,783</u>	99.97%	<u>56,251,783</u>	99.97%
TOTAL EXPENSES	<u>\$ 52,600,500</u>	<u>49,548,663</u>	<u>49,548,663</u>	<u>45,910,365</u>	<u>1,337,234</u>	95.36%	<u>50,643,047</u>	90.00%	<u>50,643,047</u>	90.00%

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

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCES COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

**CITY OF PENSACOLA
SANITATION FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
SANITATION OPERATIONS:										
APPROPRIATED FUND BALANCE	\$ 366,000	273,128	273,128	273,128		100.00%	973,892	100.00%	973,892	100.00%
REVENUES:										
SANITATION										
Residential Refuse Container Charges	4,559,500	4,714,676	4,714,676	4,714,676		100.00%	4,530,916	100.00%	4,530,916	100.00%
Bulk Item Collection Charges	130,000	133,498	133,498	133,498		100.00%	142,603	100.00%	142,603	100.00%
Business Refuse Container Charges	159,100	126,637	126,637	126,637		100.00%	131,315	100.00%	131,315	100.00%
Fuel Surcharge	360,000	340,686	340,686	340,686		100.00%	361,644	100.00%	361,644	100.00%
County Landfill	1,256,100	1,201,958	1,201,958	1,201,958		100.00%	1,162,083	100.00%	1,162,083	100.00%
New Accounts/Transfer Fees	85,000	78,020	78,020	78,020		100.00%	83,980	100.00%	83,980	100.00%
Miscellaneous	5,000	53,722	53,722	87,175		162.27%	47,305	100.00%	47,305	100.00%
Interest Income	27,500	34,368	34,368	34,368		100.00%	47,561	100.00%	47,561	100.00%
Sale of Assets	5,000	7,985	7,985	7,985		100.00%	31,310	100.00%	31,310	100.00%
SUB-TOTAL SANITATION REVENUES	6,587,200	6,691,550	6,691,550	6,725,003		100.50%	6,538,717	100.00%	6,538,717	100.00%
CAPITAL EQUIPMENT SURCHARGE										
Equipment Surcharge	480,400	499,388	499,388	499,388		100.00%	482,192	100.00%	482,192	100.00%
CNG Rebates	0	1,181,082	1,181,082	1,181,082		100.00%	0	----	0	----
Sub-Total	480,400	1,680,470	1,680,470	1,680,470		100.00%	482,192	103.72%	482,192	100.00%
SUB-TOTAL SANITATION REVENUES	7,067,600	8,372,020	8,372,020	8,405,473		100.40%	7,020,909	102.84%	7,020,909	100.00%
CODE ENFORCEMENT										
Franchise Fees	1,265,000	1,324,801	1,324,801	1,324,801		100.00%	1,321,202	85.13%	1,321,202	85.13%
Lot Cleaning (FY Cash Balance) *	80,000	100,908	100,908	67,369		66.76%	73,568	100.00%	73,568	100.00%
Code Enforcement Violations	80,000	53,263	53,263	53,263		100.00%	125,024	100.00%	125,024	100.00%
Sub-Total	1,425,000	1,478,972	1,478,972	1,445,433		97.73%	1,519,794	86.82%	1,519,794	86.82%
Zoning/Housing Code Enforcement	0	0	0	0		----	(76)	----	(76)	----
Sub-Total	0	0	0	0		----	(76)	----	(76)	----
SUB-TOTAL CODE ENFORCEMENT REVENUES	1,425,000	1,478,972	1,478,972	1,445,433		97.73%	1,519,718	86.82%	1,519,718	86.82%
SUB-TOTAL REVENUES	8,492,600	9,850,992	9,850,992	9,850,906		100.00%	8,540,627	97.37%	8,540,627	97.37%
TOTAL REVENUES AND FUND BALANCE	\$ 8,858,600	10,124,120	10,124,120	10,124,034		100.00%	9,514,519	97.63%	9,514,519	97.63%

* Actual billings are \$104,256 however collections are typically lower.

**CITY OF PENSACOLA
SANITATION FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
SANITATION OPERATIONS CONTINUED:										
EXPENSES:										
SANITATION SERVICES										
Personnel Services	\$ 2,214,400	2,214,400	2,316,617	2,234,165		96.44%	2,149,409	99.33%	2,149,409	99.33%
City Sponsored Pensions	390,000	390,000	390,534	390,513		99.99%	417,966	100.00%	417,966	100.00%
Sub-Total	2,604,400	2,604,400	2,707,151	2,624,678	0	96.95%	2,567,375	99.44%	2,567,375	99.44%
Operating Expenses	3,389,600	3,425,156	3,351,105	3,350,864		99.99%	3,464,597	99.33%	3,464,597	99.33%
Allocated Overhead/(Cost Recovery)	420,100	489,100	489,100	489,100		100.00%	420,100	100.00%	420,100	100.00%
Sub-Total	6,414,100	6,518,656	6,547,356	6,464,642	0	98.74%	6,452,072	84.99%	6,452,072	99.42%
CAPITAL EQUIPMENT										
Capital Outlay	875,000	2,027,764	2,027,764	1,674,540	352,291	99.95%	617,501	33.79%	617,501	33.79%
Sub-Total	875,000	2,027,764	2,027,764	1,674,540	352,291	99.95%	617,501	33.79%	617,501	33.79%
DEBT SERVICE										
Interest	7,400	7,400	7,400	7,339		99.18%	10,172	99.73%	10,172	99.73%
Principal	137,100	137,100	137,100	137,020		99.94%	134,160	99.97%	134,160	99.97%
Sub-Total	144,500	144,500	144,500	144,359	0	99.90%	144,332	99.95%	144,332	99.95%
SUB-TOTAL SANITATION EXPENSES	7,433,600	8,690,920	8,719,620	8,283,541	0	95.00%	7,213,905	85.25%	7,213,905	85.25%
CODE ENFORCEMENT PROGRAM										
Personnel Services	613,000	613,000	665,902	665,421		99.93%	578,981	95.46%	578,981	95.46%
City Sponsored Pensions	189,400	189,400	189,630	189,624		100.00%	217,943	100.00%	217,943	100.00%
Sub-Total	802,400	802,400	855,532	855,045	0	99.94%	796,924	96.66%	796,924	96.66%
Operating Expenses	359,200	359,200	277,368	207,867	548	75.14%	220,190	99.99%	220,190	99.99%
Capital Outlay	59,000	59,000	59,000	58,372		98.94%	7,579	82.38%	7,579	82.38%
Allocated Overhead/(Cost Recovery)	104,200	112,400	112,400	112,400		100.00%	104,200	100.00%	104,200	100.00%
Sub-Total	1,324,800	1,333,000	1,304,300	1,233,684	548	94.63%	1,128,893	97.48%	1,128,893	97.48%
CODE ENFORCEMENT ZONING/HOUSING										
Personnel Services	61,700	61,700	63,058	62,532		99.17%	58,379	96.95%	58,379	96.95%
City Sponsored Pensions	28,100	28,100	28,151	28,150		100.00%	29,147	100.00%	29,147	100.00%
Sub-Total	89,800	89,800	91,209	90,682	0	99.42%	87,526	97.94%	87,526	97.94%
Operating Expenses	10,400	10,400	8,991	7,620		84.75%	10,260	99.97%	10,260	99.97%
Capital Outlay	0	0	0	0		----	23,284	91.31%	23,284	91.31%
Sub-Total	100,200	100,200	100,200	98,302	0	98.11%	121,070	96.76%	121,070	96.76%
SUB-TOTAL CODE ENFORCEMENT	1,425,000	1,433,200	1,404,500	1,331,986	548	94.88%	1,249,963	97.41%	1,249,963	97.41%
TOTAL EXPENSES	\$ 8,858,600	10,124,120	10,124,120	9,615,527	352,839	98.46%	8,463,868	86.85%	8,463,868	86.85%
TOTAL FUND:										
TOTAL REVENUES AND FUND BALANCE	\$ 8,858,600	10,124,120	10,124,120	10,124,034		100.00%	9,514,519	97.63%	9,514,519	97.63%
TOTAL EXPENSES	\$ 8,858,600	10,124,120	10,124,120	9,615,527	352,839	98.46%	8,463,868	86.85%	8,463,868	86.85%

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

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCES COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

**CITY OF PENSACOLA
PORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	(439,820)	(439,820)	(439,820)		100.00%	(426,357)	100.00%	(426,357)	100.00%
REVENUES:										
PORT										
Handling	26,200	9,516	9,516	9,516		100.00%	17,329	99.99%	17,329	99.99%
Wharfage	350,500	706,220	706,220	706,220		100.00%	591,117	100.00%	591,117	100.00%
Storage	309,200	412,628	412,628	412,628		100.00%	292,348	100.00%	292,348	100.00%
Dockage	561,500	552,355	552,355	552,354		100.00%	440,976	100.00%	440,976	100.00%
Water Sales	6,000	3,262	3,262	3,262		100.00%	16,381	100.00%	16,381	100.00%
Property Rental	565,000	594,830	594,830	594,830		100.00%	651,204	100.00%	651,204	100.00%
Stevedore Fees	31,800	11,078	11,078	11,078		100.00%	11,559	99.65%	11,559	99.65%
Harbor	20,100	34,865	34,865	34,865		100.00%	18,663	99.99%	18,663	99.99%
Security Fees	61,800	114,338	114,338	114,338		100.00%	89,784	100.00%	89,784	100.00%
Interior Lighting	115,000	181,976	181,976	181,976		100.00%	166,520	100.00%	166,520	100.00%
Miscellaneous/Billed	15,000	60,526	60,526	60,526		100.00%	48,739	100.00%	48,739	100.00%
Sale of Asset	0	1,850	1,850	1,850		100.00%	2,780	100.00%	2,780	100.00%
Miscellaneous/Non-Billed	0	803	803	804		100.12%	1,655	100.00%	1,655	100.00%
Cedar Street Lease/Parking Lot	65,700	59,760	59,760	59,760		100.00%	60,260	100.00%	60,260	100.00%
Interest Income	0	11,020	11,020	11,020		100.00%	(2,492)	----	(2,492)	----
SUB-TOTAL OPERATING REVENUES	2,127,800	2,755,027	2,755,027	2,755,027		100.00%	2,406,823	99.89%	2,406,823	99.89%
TRANSFERS IN LOCAL OPTION SALES TAX FUND	0	358,222	358,222	118,454		33.07%	641,778	64.18%	641,778	64.18%
TOTAL REVENUES	2,127,800	3,113,249	3,113,249	2,873,481		92.30%	3,048,601	89.42%	3,048,601	89.42%
TOTAL REVENUES AND FUND BALANCE	\$ 2,127,800	2,673,429	2,673,429	2,433,661		91.03%	2,622,244	87.91%	2,622,244	87.91%
EXPENSES:										
OPERATIONS & MAINTENANCE										
Personnel Services	\$ 742,100	742,100	836,420	779,809		93.23%	689,539	95.46%	689,539	95.46%
City Sponsored Pensions	108,500	108,500	108,838	108,641		99.82%	113,332	99.99%	113,332	99.99%
Sub-Total	850,600	850,600	945,258	888,450	0	93.99%	802,871	96.07%	802,871	96.07%
Operating Expenses	1,160,400	1,232,969	1,064,820	948,648	6,258	89.68%	854,958	86.63%	854,958	86.63%
Capital Outlay	0	476,660	550,151	135,352	110,311	44.65%	644,407	61.75%	644,407	61.75%
Sub-Total	2,011,000	2,560,229	2,560,229	1,972,450	116,569	81.60%	2,302,236	80.32%	2,302,236	80.32%
Allocated Overhead/(Cost Recovery)	116,800	113,200	113,200	113,200		100.00%	116,800	100.00%	116,800	100.00%
TOTAL EXPENSES	\$ 2,127,800	2,673,429	2,673,429	2,085,650	116,569	82.37%	2,419,036	81.09%	2,419,036	81.09%

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

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCES COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

CITY OF PENSACOLA
AIRPORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 2,824,400	7,747,793	7,747,793	7,747,793		100.00%	9,251,101	100.00%	9,251,101	100.00%
REVENUES:										
AIRLINE REVENUES										
Loading Bridges Fees	370,000	550,062	550,062	550,062		100.00%	606,267	100.00%	606,267	100.00%
Air Carrier Landing Fees	700,000	479,693	479,693	479,692		100.00%	682,208	100.00%	682,208	100.00%
Cargo Landing Fees	80,000	67,620	67,620	67,620		100.00%	65,297	100.00%	65,297	100.00%
Apron Area Rental	600,000	854,164	854,164	854,164		100.00%	909,592	100.00%	909,592	100.00%
Cargo Apron Area Rental	85,000	96,526	96,526	96,526		100.00%	81,418	100.00%	81,418	100.00%
Baggage Handling System	1,278,000	1,677,013	1,677,013	1,677,013		100.00%	1,090,777	100.00%	1,090,777	100.00%
Ron Ramp	3,000	70,455	70,455	70,455		100.00%	110,263	100.00%	110,263	100.00%
Airline Rentals	2,500,000	2,932,954	2,932,954	2,932,954		100.00%	2,695,118	100.00%	2,695,118	100.00%
SUBTOTAL AIRLINE REVENUES	5,616,000	6,728,487	6,728,487	6,728,486		100.00%	6,240,940	100.00%	6,240,940	100.00%
NON-AIRLINE REVENUES										
U.S.Government	96,000	96,000	96,000	96,000		100.00%	96,000	100.00%	96,000	100.00%
Rental Cars	4,000,000	4,202,685	4,202,685	3,880,205		92.33%	4,850,521	100.00%	4,850,521	100.00%
Rental Car Customer Facility Charge (Garage)	865,000	706,116	706,116	706,116		100.00%	1,055,419	100.00%	1,055,419	100.00%
CFC - Rental Car Svc Facility	2,760,000	2,019,059	2,019,059	2,019,059		100.00%	3,015,126	100.00%	3,015,126	100.00%
Rental Car Service Facility Rent	250,000	262,983	262,983	262,983		100.00%	251,977	100.00%	251,977	100.00%
Fixed Base Operators	216,000	212,178	212,178	212,179		100.00%	222,904	100.00%	222,904	100.00%
Restaurant and Lounge	685,000	522,770	522,770	522,770		100.00%	776,646	100.00%	776,646	100.00%
Advertising	125,000	139,338	139,338	139,338		100.00%	189,995	100.00%	189,995	100.00%
Hangar Rentals	90,000	102,480	102,480	102,480		100.00%	74,591	100.00%	74,591	100.00%
ST Ground Lease	260,000	265,552	265,552	265,552		100.00%	261,426	100.00%	261,426	100.00%
Airport & 12th	327,000	400,200	400,200	400,200		100.00%	453,296	100.00%	453,296	100.00%
Parking Lot	6,000,000	4,265,620	4,265,620	4,265,619		100.00%	7,084,246	99.31%	7,084,246	99.31%
Gift Shop	320,000	240,246	240,246	240,246		100.00%	351,946	100.00%	351,946	100.00%
Taxi Permits	130,000	137,937	137,937	137,937		100.00%	229,512	100.00%	229,512	100.00%
LEO/TSA Security	100,000	109,800	109,800	109,800		100.00%	109,200	100.00%	109,200	100.00%
Commercial Property Rentals	190,000	313,214	313,214	313,214		100.00%	326,844	100.00%	326,844	100.00%
GSA/TSA Term Rent	210,000	161,792	161,792	161,792		100.00%	164,621	100.00%	164,621	100.00%
Miscellaneous	130,000	184,235	184,235	184,235		100.00%	206,354	107.77%	206,354	107.77%
Interest Income	90,000	863,252	863,252	863,252		100.00%	863,091	100.23%	863,091	100.23%
Sale of Asset	0	7,250	7,250	7,250		100.00%	9,850	----	9,850	----
SUB-TOTAL NON-AIRLINE REVENUES	16,844,000	15,212,707	15,212,707	14,890,227		97.88%	20,593,565	99.89%	20,593,565	99.89%
TOTAL OPERATING REVENUES	22,460,000	21,941,194	21,941,194	21,618,713		98.53%	26,834,505	99.92%	26,834,505	99.92%
TOTAL REVENUES AND FUND BALANCE	\$ 25,284,400	29,688,987	29,688,987	29,366,506		98.91%	36,085,606	99.94%	36,085,606	99.94%

**CITY OF PENSACOLA
AIRPORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENSES:										
OPERATION & MAINTENANCE										
Personnel Services	\$ 4,216,900	4,216,900	4,275,713	4,039,998		94.49%	3,751,039	98.97%	3,751,039	98.97%
City Sponsored Pensions	718,800	718,800	729,100	720,983		98.89%	747,093	99.98%	747,093	99.98%
Sub-Total	4,935,700	4,935,700	5,004,813	4,760,981	0	95.13%	4,498,132	99.13%	4,498,132	99.13%
Operating Expenses	12,311,800	15,317,190	14,528,371	9,602,869	226,808	67.66%	10,642,430	75.89%	10,642,430	75.89%
Capital Outlay	2,947,700	4,334,897	5,054,603	963,804	3,225,331	82.88%	1,896,103	44.21%	1,896,103	44.21%
Sub-Total	20,195,200	24,587,787	24,587,787	15,327,654	3,452,139	76.38%	17,036,665	74.56%	17,036,665	74.56%
CARES ACT FUNDING (a)										
Cares Act Personnel Services	0	0	0	(1,832,909)		----	0	----	0	----
Cares Act Operating Expenses	0	0	0	(3,167,091)		----	0	----	0	----
Sub-Total	0	0	0	(5,000,000)		----	0	----	0	----
DEBT SERVICE GARB										
Interest	707,000	707,000	707,000	565,599		80.00%	611,740	80.00%	611,740	80.00%
Principal	2,144,000	2,144,000	2,144,000	1,715,200		80.00%	2,831,400	80.00%	2,831,400	80.00%
Sub-Total	2,851,000	2,851,000	2,851,000	2,280,799	0	80.00%	3,443,140	80.00%	3,443,140	80.00%
DEBT SERVICE CFC										
Interest	322,200	322,200	322,200	105,918		32.87%	184,103	37.66%	184,103	37.66%
Principal	1,242,900	1,242,900	1,242,900	0		0.00%	0	0.00%	0	0.00%
Sub-Total	1,565,100	1,565,100	1,565,100	105,918	0	6.77%	184,103	10.63%	184,103	10.63%
DEBT SERVICE FDOT JPA GRANT										
Interest	0	0	0	0		----	51,219	20.49%	51,219	20.49%
Principal	0	0	0	0		----	6,299,600	100.00%	6,299,600	100.00%
Sub-Total	0	0	0	0	0	----	6,350,819	96.96%	6,350,819	96.96%
Allocated Overhead/(Cost Recovery)										
General Fund	673,100	685,100	685,100	685,100		100.00%	673,100	100.00%	673,100	100.00%
TOTAL OPERATING EXPENSES	\$ 25,284,400	29,688,987	29,688,987	13,399,471	3,452,139	56.76%	27,687,827	76.68%	27,687,827	76.68%

(a) On May 18, 2020, Pensacola International Airport was awarded \$11,081,566 in CARES funding to help cover operating, maintenance and debt service expenses. The award period is 4 years.

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

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCES COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

CITY OF PENSACOLA
RISK MANAGEMENT SERVICES
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	0	----
REVENUES:									
Service Fees	1,372,700	1,690,700	1,690,700	1,458,513	86.27%	1,209,523	89.28%	1,209,523	89.28%
TOTAL REVENUES	1,372,700	1,690,700	1,690,700	1,458,513	86.27%	1,209,523	89.28%	1,209,523	89.28%
TOTAL REVENUES AND FUND BALANCE	\$ 1,372,700	1,690,700	1,690,700	1,458,513	86.27%	1,209,523	89.28%	1,209,523	89.28%
EXPENSES:									
RISK MANAGEMENT									
Personnel Services	\$ 574,900	574,900	581,538	477,590	82.13%	485,334	85.43%	485,334	85.43%
City Sponsored Pensions	53,800	53,800	53,872	53,867	99.99%	54,863	99.82%	54,863	99.82%
Sub-Total	628,700	628,700	635,410	531,457	83.64%	540,197	86.70%	540,197	86.70%
Operating Expenses	576,600	894,600	887,890	692,792	78.03%	550,168	94.16%	550,168	94.16%
Sub-Total	1,205,300	1,523,300	1,523,300	1,224,249	80.37%	1,090,365	90.31%	1,090,365	90.31%
CITY CLINIC									
Personnel Services	111,000	111,000	110,940	101,406	91.41%	93,930	99.80%	93,930	99.80%
City Sponsored Pensions	24,900	24,900	24,960	24,959	100.00%	24,956	100.00%	24,956	100.00%
Sub-Total	135,900	135,900	135,900	126,365	92.98%	118,886	99.84%	118,886	99.84%
Operating Expenses	31,500	31,500	31,500	25,037	79.48%	24,628	87.26%	24,628	87.26%
Sub-Total	167,400	167,400	167,400	151,402	90.44%	143,514	97.43%	143,514	97.43%
TOTAL EXPENSES	\$ 1,372,700	1,690,700	1,690,700	1,375,651	81.37%	1,233,879	91.08%	1,233,879	91.08%

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

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCE COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

**CITY OF PENSACOLA
CENTRAL SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020					FY 2019				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 430,000	430,000	430,000	430,000		100.00%	0	----	0	----
REVENUES:										
Service Fees										
Mail Room	86,200	86,200	86,200	80,944		93.90%	76,682	91.51%	76,682	91.51%
Innovation & Technology	2,566,100	3,060,404	3,060,404	2,589,307		84.61%	2,741,700	90.04%	2,741,700	90.04%
Engineering	828,600	828,600	828,600	683,257		82.46%	590,175	72.69%	590,175	72.69%
Central Garage	1,505,000	1,625,508	1,625,508	1,711,451		105.29%	2,225,970	121.38%	2,225,970	121.38%
TOTAL REVENUES	4,985,900	5,600,712	5,600,712	5,064,959		90.43%	5,634,527	97.58%	5,634,527	97.58%
TOTAL REVENUES AND FUND BALANCE	\$ 5,415,900	6,030,712	6,030,712	5,494,959		91.12%	5,634,527	97.58%	5,634,527	97.58%
EXPENSES:										
MAIL ROOM										
Personnel Services	\$ 46,600	46,600	48,601	48,464		99.72%	44,311	89.80%	44,311	89.80%
City Sponsored Pensions	18,900	18,900	18,905	18,904		99.99%	19,600	100.00%	19,600	100.00%
Sub-Total	65,500	65,500	67,506	67,368	0	99.80%	63,911	92.70%	63,911	92.70%
Operating Expenses	20,700	20,700	18,694	16,648		89.06%	14,773	99.45%	14,773	99.45%
Sub-Total Mail Room	86,200	86,200	86,200	84,016	0	97.47%	78,684	93.89%	78,684	93.89%
INNOVATION & TECHNOLOGY										
Personnel Services	1,107,200	1,107,200	1,303,646	1,192,762		91.49%	1,069,359	98.43%	1,069,359	98.43%
City Sponsored Pensions	192,300	192,300	192,373	192,371		100.00%	197,389	99.97%	197,389	99.97%
Sub-Total	1,299,500	1,299,500	1,496,019	1,385,133	0	92.59%	1,266,748	98.67%	1,266,748	98.67%
Operating Expenses	1,170,500	1,664,804	1,465,442	1,157,466	67,519	83.59%	1,007,830	72.28%	1,007,830	72.28%
Capital Outlay	96,100	96,100	98,943	47,984	14,696	63.35%	192,276	83.70%	192,276	83.70%
Sub-Total Technology Resources	2,566,100	3,060,404	3,060,404	2,590,583	82,215	87.33%	2,466,854	84.83%	2,466,854	84.83%

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

**CITY OF PENSACOLA
CENTRAL SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Twelve Months Ended September 30, 2020
(Unaudited)**

	FY 2020						FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	ENCUMBRANCES	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
ENGINEERING										
Personnel Services	614,500	614,500	614,392	469,919		76.49%	419,998	75.43%	419,998	75.43%
City Sponsored Pensions	85,200	85,200	85,307	85,301		99.99%	87,295	99.97%	87,295	99.97%
Sub-Total	699,700	699,700	699,699	555,220	0	79.35%	507,293	78.76%	507,293	78.76%
Operating Expenses	119,900	119,900	119,376	98,779	5,412	87.28%	113,633	83.06%	113,633	83.06%
Capital Outlay	9,000	9,000	9,525	9,525		100.00%	26,730	86.23%	26,730	86.23%
Sub-Total Engineering	828,600	828,600	828,600	663,524	5,412	80.73%	647,656	79.77%	647,656	79.77%
CENTRAL GARAGE										
Personnel Services	997,700	997,700	1,121,036	1,107,508		98.79%	970,505	98.63%	970,505	98.63%
City Sponsored Pensions	190,700	190,700	190,758	190,755		100.00%	201,806	100.00%	201,806	100.00%
Sub-Total	1,188,400	1,188,400	1,311,794	1,298,263	0	98.97%	1,172,311	98.86%	1,172,311	98.86%
Operating Expenses	316,600	485,461	362,067	253,142		69.92%	292,499	100.00%	292,499	100.00%
Capital Outlay	430,000	381,647	381,647	381,646		100.00%	397,039	80.61%	397,039	80.61%
Sub-Total Central Garage	1,935,000	2,055,508	2,055,508	1,933,051	0	94.04%	1,861,849	94.47%	1,861,849	94.47%
TOTAL EXPENSES	\$ 5,415,900	6,030,712	6,030,712	5,271,174	87,627	88.86%	5,055,043	87.54%	5,055,043	87.54%

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

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCES COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2019
(Unaudited)**

PROGRAM	FY 2020					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
AIRPORT						
Aircraft Rescue & Firefighting Facility (ARFF)	\$ 911,600	917,473	925,473	8,000	839,651	90.73%
Airport Administration	3,777,100	3,674,590	3,544,790	(129,800)	3,325,137	93.80%
Maintenance	14,040,800	18,532,024	18,576,424	44,400	9,682,648	52.12%
Operations	975,600	985,600	1,063,000	77,400	1,027,348	96.65%
Security	1,163,200	1,163,200	1,163,200	-	1,137,970	97.83%
Sub-total	20,868,300	25,272,887	25,272,887	-	16,012,754	63.36%
CITY CLERK						
Administration of Legal Documents	12,100	77,100	95,200	18,100	83,994	88.23%
City Elections/Appointments	28,000	28,000	33,900	5,900	33,062	97.53%
City Council Meetings Preparation	75,100	75,100	88,200	13,100	88,167	99.96%
Public Records	71,600	71,600	74,000	2,400	66,743	
Sub-total	186,800	251,800	291,300	39,500	271,966	93.36%
CITY COUNCIL						
Audit	105,000	175,500	175,500	-	90,500	51.57%
City Council Support	353,600	359,500	359,500	-	232,140	64.57%
Office of the City Council	297,900	541,530	541,530	-	262,599	48.49%
Sub-total	756,500	1,076,530	1,076,530	-	585,239	54.36%
COMMUNITY REDEVELOPMENT AGENCY - CRA						
Asset Maintenance and Operation	301,800	780,550	787,316	6,766	270,441	34.35%
Community Policing	100,000	100,000	100,000	-	95,777	95.78%
Non-Capital Projects and Activities	1,524,800	4,141,201	4,141,201	-	831,242	20.07%
Redevelopment Plan Implementation	554,300	908,749	901,983	(6,766)	429,456	47.61%
2009 ECUA/WWTP Relocation	1,300,000	1,300,000	1,300,000	-	1,300,000	100.00%
Eastside Redevelopment Area Plan Implementation	117,200	752,745	752,745	-	78,241	10.39%
Westside Redevelopment Area Plan Implementation	357,100	463,190	463,190	-	40,608	8.77%
Sub-total	4,255,200	8,446,435	8,446,435	-	3,045,765	36.06%
FINANCIAL SERVICES						
Accounting	506,400	519,900	500,037	(19,863)	450,882	90.17%
Budget	52,200	62,300	15,469	(46,831)	11,170	72.21%
Payroll	182,100	195,500	196,655	1,155	191,895	97.58%
Purchasing	67,100	154,392	154,031	(361)	142,489	92.51%
Sub-total	807,800	932,092	866,192	(65,900)	796,436	91.95%
FINANCIAL SERVICES - RISK MANAGEMENT SERVICES						
Risk Management Services	1,205,300	1,523,300	1,523,300	-	1,224,249	80.37%
Sub-total	1,205,300	1,523,300	1,523,300	-	1,224,249	80.37%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2019
(Unaudited)**

PROGRAM	FY 2020					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
FINANCIAL SERVICES - MAIL ROOM						
Mail Room	86,200	86,200	86,200	-	84,016	97.47%
Sub-total	86,200	86,200	86,200	-	84,016	97.47%
FIRE						
Administrative Support	493,700	493,700	564,885	71,185	556,327	98.49%
City Emergency Management	12,400	12,400	12,900	500	12,832	99.47%
Emergency Operations - Fire Suppression	7,931,700	7,931,700	7,811,237	(120,463)	7,764,667	99.40%
Emergency Operations - Rescue	352,200	352,200	351,074	(1,126)	347,216	98.90%
Facilities and Apparatus Management	833,100	858,256	864,790	6,534	809,549	93.61%
Fire Cadet	200,200	200,200	172,977	(27,223)	172,454	99.70%
Fire Code Enforcement	292,500	292,500	203,872	(88,628)	201,233	98.71%
Marine Operations	50,700	50,700	19,140	(31,560)	19,138	99.99%
Technical Support to City	12,400	12,400	12,900	500	12,830	99.46%
Training	147,300	147,300	150,381	3,081	150,236	99.90%
Sub-total	10,326,200	10,351,356	10,164,156	(187,200)	10,046,482	98.84%
HOUSING						
HOME Program	194,100	784,595	784,595	-	96,335	12.28%
SHIP Program	23,200	24,714	24,714	-	23,273	94.17%
Sub-total	217,300	809,309	809,309	-	119,608	14.78%
HOUSING - CDBG						
Community Development Block Grant (CDBG) Program	514,800	951,027	932,396	(18,631)	432,081	46.34%
Housing Rehabilitation	533,700	669,382	688,013	18,631	437,821	63.64%
Sub-total	1,048,500	1,620,409	1,620,409	-	869,902	53.68%
HOUSING - SECTION 8						
Section 8 Housing Assistance Payments Program Fund	18,462,200	18,570,008	18,570,008	-	17,256,944	92.93%
Sub-total	18,462,200	18,570,008	18,570,008	-	17,256,944	92.93%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2019
(Unaudited)**

PROGRAM	FY 2020					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
HUMAN RESOURCES						
Human Resources Administration	446,400	461,602	636,381	174,779	597,045	93.82%
Recruiting & Training	134,300	134,300	142,321	8,021	142,318	100.00%
Sub-total	<u>580,700</u>	<u>595,902</u>	<u>778,702</u>	<u>182,800</u>	<u>739,363</u>	94.95%
HUMAN RESOURCES - CLINIC						
Clinic	<u>167,400</u>	<u>167,400</u>	<u>167,400</u>	-	<u>151,402</u>	90.44%
Sub-total	<u>167,400</u>	<u>167,400</u>	<u>167,400</u>	-	<u>151,402</u>	90.44%
INNOVATION & TECHNOLOGY						
Information Management	1,070,200	1,073,425	1,084,294	10,869	865,561	79.83%
Innovation & Technology Administration	216,200	216,200	258,300	42,100	225,166	87.17%
Network/System Management	1,102,500	1,593,579	1,540,079	(53,500)	988,770	64.20%
Public Safety	<u>177,200</u>	<u>177,200</u>	<u>177,731</u>	<u>531</u>	<u>127,201</u>	71.57%
Sub-total	<u>2,566,100</u>	<u>3,060,404</u>	<u>3,060,404</u>	-	<u>2,206,698</u>	72.10%
INSPECTION SERVICES						
Inspection Services	1,495,000	1,495,000	1,566,401	71,401	1,461,727	93.32%
Plan Review and Permitting	108,900	108,900	37,499	(71,401)	37,495	99.99%
Sub-total	<u>1,603,900</u>	<u>1,603,900</u>	<u>1,603,900</u>	-	<u>1,499,222</u>	93.47%
LEGAL						
Client Legal Advisory Services	799,700	773,500	771,600	(1,900)	712,063	92.28%
Sub-total	<u>799,700</u>	<u>773,500</u>	<u>771,600</u>	<u>(1,900)</u>	<u>712,063</u>	92.28%
MAYOR						
City Administrator/Cabinet	733,100	649,924	738,232	88,308	708,905	96.03%
Communications	193,300	180,200	100,042	(80,158)	78,404	78.37%
Constituent Services	211,000	211,000	58,423	(152,577)	58,418	99.99%
Neighborhood Services	-	(11,500)	193,477	204,977	59,312	
Office of the Mayor	<u>143,800</u>	<u>176,900</u>	<u>175,350</u>	<u>(1,550)</u>	<u>149,260</u>	85.12%
Sub-total	<u>1,281,200</u>	<u>1,206,524</u>	<u>1,265,524</u>	<u>59,000</u>	<u>1,054,299</u>	83.31%
NON-DEPARTMENTAL FUNDING						
Agency funding	3,853,500	4,246,906	4,246,906	-	3,785,493	89.14%
Sub-total	<u>3,853,500</u>	<u>4,246,906</u>	<u>4,246,906</u>	-	<u>3,785,493</u>	89.14%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2019
(Unaudited)**

PROGRAM	FY 2020					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
PARKS & RECREATION						
Aquatics	332,500	362,500	338,314	(24,186)	316,232	93.47%
Athletic Field Maintenance	418,900	418,900	431,323	12,423	413,570	95.88%
Athletics	449,900	449,900	570,985	121,085	509,230	89.18%
Office of the Director (Administration)	824,600	824,600	968,369	143,769	849,314	87.71%
Park Administration & Maintenance	2,574,600	2,628,067	2,651,912	23,845	2,379,144	89.71%
Recreation/Resource Center Administration	943,000	943,000	859,630	(83,370)	773,787	90.01%
Resource Center	1,030,000	1,030,000	872,840	(157,160)	645,017	73.90%
Senior Center	235,900	235,900	184,002	(51,898)	167,649	91.11%
Volunteer & Outdoor Pursuits	58,800	58,800	52,962	(5,838)	49,836	94.10%
Sub-total	<u>6,868,200</u>	<u>6,951,667</u>	<u>6,930,337</u>	<u>(21,330)</u>	<u>6,103,779</u>	88.07%
PARKS & RECREATION - GOLF						
Osceola Golf Course	775,100	779,900	779,900	-	683,196	87.60%
Sub-total	<u>775,100</u>	<u>779,900</u>	<u>779,900</u>	<u>-</u>	<u>683,196</u>	87.60%
PARKS & RECREATION - TENNIS						
Roger Scott Tennis Center	128,700	129,448	129,448	-	79,303	61.26%
Sub-total	<u>128,700</u>	<u>129,448</u>	<u>129,448</u>	<u>-</u>	<u>79,303</u>	61.26%
PARKS & RECREATION - CMP						
Community Maritime Park Cultural Events	1,124,300	1,094,381	1,094,381	-	913,142	83.44%
Sub-total	<u>1,124,300</u>	<u>1,094,381</u>	<u>1,094,381</u>	<u>-</u>	<u>913,142</u>	83.44%
PENSACOLA ENERGY						
Customer Service	1,152,600	1,180,325	1,180,325	-	1,018,024	86.25%
Gas Construction	5,987,900	6,623,462	7,138,462	515,000	5,536,009	77.55%
Gas Cost	19,091,200	16,270,196	15,454,096	(816,100)	15,437,755	99.89%
Gas Marketing	2,302,900	2,270,800	2,597,645	326,845	2,468,792	95.04%
Gas Operations	12,329,400	12,114,436	12,120,135	5,699	10,480,894	86.48%
Gas Training	347,600	273,336	283,092	9,756	252,838	89.31%
Infrastructure Replacement	1,365,600	787,538	746,338	(41,200)	692,832	92.83%
Sub-total	<u>42,577,200</u>	<u>39,520,093</u>	<u>39,520,093</u>	<u>-</u>	<u>35,887,144</u>	90.81%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2019
(Unaudited)**

PROGRAM	FY 2020					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
PLANNING SERVICES						
Business Licenses	46,100	46,100	48,220	2,120	44,507	92.30%
Pensacola Neighborhood Challenge (PNC)	50,000	194,623	194,623	-	(8,947)	-4.60%
Planning Services	883,200	916,270	979,650	63,380	910,136	92.90%
Sub-total	979,300	1,156,993	1,222,493	65,500	945,696	77.36%
POLICE						
Administration - Chief's Office	1,601,400	1,676,400	1,523,132	(153,268)	1,482,411	97.33%
Cadets	368,200	368,200	221,594	(146,606)	182,332	82.28%
Central Records	451,100	451,892	442,252	(9,640)	409,273	92.54%
Communications Center	1,761,300	1,761,300	1,921,874	160,574	1,843,317	95.91%
Community Oriented Policing Squad	872,700	872,700	1,150,770	278,070	1,118,176	97.17%
Crime Scene Investigation	808,700	808,700	834,502	25,802	803,530	96.29%
Criminal Intelligence Unit	98,100	104,200	98,869	(5,331)	95,657	96.75%
Criminal Investigation Unit	2,571,600	2,571,600	2,570,652	(948)	2,494,473	97.04%
Neighborhood Unit	906,000	909,200	857,663	(51,537)	848,856	98.97%
Property Management	392,300	392,300	393,224	924	390,214	99.23%
School Resource Office (SRO)	855,100	855,100	695,105	(159,995)	634,994	91.35%
Traffic	1,048,700	1,048,700	1,467,373	418,673	1,457,142	99.30%
Training/Personnel	756,200	756,200	789,613	33,413	760,774	96.35%
Uniform Patrol	10,118,100	10,329,230	9,973,097	(356,133)	9,646,940	96.73%
Vice & Narcotics	761,300	761,300	727,302	(33,998)	713,582	98.11%
Sub-total	23,370,800	23,667,022	23,667,022	-	22,881,671	96.68%
PORT						
Administration	544,600	601,708	479,264	(122,444)	393,543	82.11%
Business & Trade Development	197,500	197,800	294,107	96,307	249,745	84.92%
Operations & Maintenance	1,106,300	1,088,800	1,078,517	(10,283)	1,063,780	98.63%
Seaport Security	279,400	277,400	245,607	(31,793)	245,217	99.84%
Waterfront Development	-	-	286	286	286	100.00%
Federal/State Matching Grant	-	507,721	575,648	67,927	133,079	23.12%
Sub-total	2,127,800	2,673,429	2,673,429	-	2,085,650	78.01%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2019
(Unaudited)**

PROGRAM	FY 2020					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
PUBLIC WORKS & FACILITIES - GENERAL FUND						
Building Maintenance Administration	274,200	297,808	308,908	11,100	165,013	53.42%
City Facility Maintenance & Repair	1,187,600	1,190,900	1,189,284	(1,616)	1,134,673	95.41%
Daily Operations	281,300	282,787	291,227	8,440	250,335	85.96%
Resource Center Maintenance	132,200	188,098	186,650	(1,448)	129,582	69.43%
Street Daily Operation	1,159,800	1,395,193	1,369,766	(25,427)	935,105	68.27%
Traffic Signals & Street Lighting	1,849,400	2,403,284	2,354,557	(48,727)	1,649,158	70.04%
Traffic Striping	43,300	43,300	30,508	(12,792)	30,267	99.21%
Sub-total	<u>4,927,800</u>	<u>5,801,370</u>	<u>5,730,900</u>	<u>(70,470)</u>	<u>4,294,133</u>	<u>74.93%</u>
PUBLIC WORKS & FACILITIES - STORMWATER FUND						
Stormwater Operation & Maintenance	1,923,500	2,051,151	1,997,211	(53,940)	1,933,066	96.79%
Street Sweeping FDOT Roadways	56,600	54,800	64,423	9,623	64,418	99.99%
Street Sweeping Operation & Maintenance	1,167,400	1,159,400	1,203,717	44,317	1,185,763	98.51%
Sub-total	<u>3,147,500</u>	<u>3,265,351</u>	<u>3,265,351</u>	<u>-</u>	<u>3,183,247</u>	<u>97.49%</u>
PUBLIC WORKS & FACILITIES - CENTAL SERVICES FUND						
Plan Review	90,400	90,400	90,400	-	57,970	64.13%
Project Design	350,400	350,400	351,586	1,186	262,318	74.61%
Project Management	380,500	380,500	379,334	(1,166)	338,744	89.30%
Survey Operations Coordination	7,300	7,300	7,280	(20)	4,492	61.70%
Sub-total	<u>828,600</u>	<u>828,600</u>	<u>828,600</u>	<u>-</u>	<u>663,524</u>	<u>80.08%</u>
SANITATION SERVICES						
Code Enforcement	1,324,800	1,333,000	1,304,300	(28,700)	1,233,684	94.59%
Code Enforcement-Zoning/Housing	100,200	100,200	100,200	-	98,302	98.11%
Recycling Collection	933,600	1,222,936	1,362,150	139,214	1,347,951	98.96%
Residential Garbage Collection	3,914,000	4,826,129	4,594,338	(231,791)	4,174,735	90.87%
Transfer Station	618,200	649,155	652,616	3,461	650,512	99.68%
Yard Trash/Bulk Waste Collection	1,823,300	1,848,200	1,966,016	117,816	1,965,984	100.00%
Sub-total	<u>8,714,100</u>	<u>9,979,620</u>	<u>9,979,620</u>	<u>-</u>	<u>9,471,168</u>	<u>94.91%</u>
SANITATION SERVICES - GARAGE						
Central Garage	1,935,000	2,055,508	2,055,508	-	1,933,051	94.04%
Sub-total	<u>1,935,000</u>	<u>2,055,508</u>	<u>2,055,508</u>	<u>-</u>	<u>1,933,051</u>	<u>94.04%</u>
TOTAL	<u>\$ 166,577,200</u>	<u>178,498,244</u>	<u>178,498,244</u>	<u>-</u>	<u>149,586,605</u>	<u>83.80%</u>

City of Pensacola, Florida
Investment Schedule
As of September 30, 2020
(Unaudited)

<u>POOLED INVESTMENTS</u>	<u>Invest Type</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Market Value</u>
BBVA (Compass Bank)	CD	12/11/19	12/11/20	1.66%	15,000,000.00	15,000,000.00
Synovus (Florida Community Bank)	CD	12/10/19	12/10/20	1.71%	30,000,000.00	30,000,000.00
BankUnited	CD	12/11/19	12/11/20	1.75%	15,000,000.00	15,000,000.00
Synovus	CD	01/24/20	01/24/21	1.65%	5,000,000.00	5,000,000.00
ServisFirst Bank	CD	01/24/20	01/24/21	1.61%	5,000,000.00	5,000,000.00
Synovus	CD	03/05/20	03/05/21	1.23%	15,000,000.00	15,000,000.00
BankUnited	CD	03/13/20	12/13/20	0.75%	15,000,000.00	15,000,000.00
ServisFirst Bank	CD	06/01/20	06/01/22	0.60%	5,000,000.00	5,000,000.00
BankUnited	CD	07/22/20	04/22/21	0.45%	25,000,000.00	25,000,000.00
BBVA	CD	07/23/20	07/23/21	0.30%	5,106,750.87	5,106,750.87
<u>City's- GCA (checking account)</u>						
Wells Fargo Bank		ERC 0.25% up to fees and 0.17% on excess balance			50,392,923.70	50,392,923.70
TOTAL INVESTMENTS					\$ 185,499,674.57	\$ 185,499,674.57

Wells Fargo Bank is the City's primary depository.

**CITY OF PENSACOLA
DEBT SERVICE SCHEDULE
September 30, 2020
(Unaudited)**

	BALANCE 09/30/19	ADDITION OR (RETIREMENT) OF PRINCIPAL	ESTIMATED BALANCE 09/30/20	REQUIRED RESERVES ^(a)	FUTURE INTEREST	MATURITY DATE
2008 AIRPORT TAXABLE CFC REVENUE NOTE	5,800,000.00	0.00	5,800,000.00	0.00	429,586.72 ^(b)	12/31/21
2009A REDEVELOPMENT REVENUE BONDS (CMP)	1,175,000.00	(1,175,000.00)	0.00	0.00	0.00	04/01/20
2011 GAS SYSTEM REVENUE NOTE	1,614,000.00	(527,000.00)	1,087,000.00	0.00	22,833.25	10/01/21
2015 AIRPORT REFUNDING REVENUE NOTE	9,680,000.00	(970,000.00)	8,710,000.00	1,219,797.50	917,872.50	10/01/27
2016 LOCAL OPTION GAS TAX REVENUE BOND	11,434,000.00	(1,340,000.00)	10,094,000.00	0.00	659,898.00	12/31/26
2016 GAS SYSTEM REVENUE NOTE	13,491,000.00	(1,232,000.00)	12,259,000.00	0.00	919,428.55	10/01/26
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN	500,000.00	0.00	500,000.00	0.00	332,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,197,000.00	(50,000.00)	1,147,000.00	0.00	373,825.80	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	3,738,000.00	(155,000.00)	3,583,000.00	0.00	1,166,998.50	04/01/37
2017 AIRPORT REFUNDING REVENUE NOTE	5,760,000.00	(555,000.00)	5,205,000.00	0.00	545,987.75	10/01/27
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	23,048,000.00	(2,091,000.00)	20,957,000.00	0.00	2,091,444.75	10/01/28
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	7,750,000.00	(125,000.00)	7,625,000.00	0.00	2,111,217.00	04/01/40
2018 AIRPORT REFUNDING REVENUE NOTE	29,354,000.00	(994,000.00)	28,360,000.00	2,149,814.60	11,862,822.90	10/01/38
2019 URBAN CORE REDEV REFUNDING AND IMPROV REV BOND	58,140,000.00	0.00	58,140,000.00	0.00	28,803,224.56	12/31/43
TOTAL	\$ 172,681,000.00	(9,214,000.00)	163,467,000.00	3,369,612.10	50,238,089.28	

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

(b) Estimated.

CITY OF PENSACOLA
DEBT SERVICE SCHEDULE BY ALLOCATION
September 30, 2020
(Unaudited)

	BALANCE 09/30/19	ADDITION OR (RETIREMENT) OF PRINCIPAL	ESTIMATED BALANCE 09/30/20	REQUIRED RESERVES ^(a)	FUTURE INTEREST	MATURITY DATE
<u>LOCAL OPTION GAS TAX FUND</u>						
2016 LOCAL OPTION GAS TAX REVENUE BOND	11,434,000.00	(1,340,000.00)	10,094,000.00	0.00	659,898.00	12/31/26
TOTAL LOCAL OPTION GAS TAX FUND	11,434,000.00	(1,340,000.00)	10,094,000.00	0.00	659,898.00	
<u>COMMUNITY REDEVELOPMENT AGENCY</u>						
2009A REDEVELOPMENT REVENUE BONDS (CMP)	1,175,000.00	(1,175,000.00)	0.00	0.00	0.00	04/01/20
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN	500,000.00	0.00	500,000.00	0.00	332,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,197,000.00	(50,000.00)	1,147,000.00	0.00	373,825.80	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	3,738,000.00	(155,000.00)	3,583,000.00	0.00	1,166,998.50	04/01/37
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	7,750,000.00	(125,000.00)	7,625,000.00	0.00	2,111,217.00	10/01/28
2019 URBAN CORE REDEV REFUNDING AND IMPROV REV BOND	58,140,000.00	0.00	58,140,000.00	0.00	28,803,224.56	12/31/43
TOTAL COMMUNITY REDEVELOPMENT AGENCY	72,500,000.00	(1,505,000.00)	70,995,000.00	0.00	32,788,214.86	
<u>LOCAL OPTION SALES TAX FUND</u>						
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	23,048,000.00	(2,091,000.00)	20,957,000.00	0.00	2,091,444.75	10/01/28
TOTAL LOCAL OPTION SALES TAX FUND	23,048,000.00	(2,091,000.00)	20,957,000.00	0.00	2,091,444.75	
<u>GAS UTILITY FUND</u>						
2011 GAS SYSTEM REVENUE NOTE	1,614,000.00	(527,000.00)	1,087,000.00	0.00	22,833.25	10/01/21
2016 GAS SYSTEM REVENUE NOTE	13,491,000.00	(1,232,000.00)	12,259,000.00	0.00	919,428.55	10/01/26
TOTAL GAS UTILITY FUND	15,105,000.00	(1,759,000.00)	13,346,000.00	0.00	942,261.80	
<u>AIRPORT FUND</u>						
2008 AIRPORT TAXABLE CFC REVENUE NOTE	5,800,000.00	0.00	5,800,000.00	0.00	429,586.72 ^(b)	12/31/21
2015 AIRPORT REFUNDING REVENUE NOTE	9,680,000.00	(970,000.00)	8,710,000.00	1,219,797.50	917,872.50	10/01/27
2017 AIRPORT REFUNDING REVENUE NOTE	5,760,000.00	(555,000.00)	5,205,000.00	0.00	545,987.75	10/01/27
2018 AIRPORT REFUNDING REVENUE NOTE	29,354,000.00	(994,000.00)	28,360,000.00	2,149,814.60	11,862,822.90	10/01/38
TOTAL AIRPORT FUND	50,594,000.00	(2,519,000.00)	48,075,000.00	3,369,612.10	13,756,269.87	
TOTAL	\$ 172,681,000.00	(9,214,000.00)	163,467,000.00	3,369,612.10	50,238,089.28	

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

(b) Estimated.

**CITY OF PENSACOLA
SCHEDULE OF LEGAL COSTS
September 30, 2020
(Unaudited)**

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
RISK MANAGEMENT:		
QUINTAIROS PRIETO WOOD & BOYER PA	8,735.00	Workers Compensation and Liability Claims
RODERIC G. MAGIE, PA	69,515.39	Workers Compensation Claims
SNIFFEN & SPELLMAN PA	75,916.15	Police Liability Claims
WILSON HARRELL & FARRINGTON PA	64,980.29	Claims and Litigation
	219,146.83	TOTAL:
ST AEROSPACE:		
BEGGS & LANE	274,074.27	Airport VT Mobile Aerospace Engineering Project
	274,074.27	TOTAL:
ALL OTHER LEGAL COSTS:		
ALLEN NORTON & BLUE P A	\$54,952.03	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	12,567.00	Contract and Real Estate Law
BRYANT MILLER OLIVE PA	21,914.53	Bond Counsel and CRA Matters
CARLTON FIELDS JORDEN BURT	54,731.94	Environmental and Real Estate
GRAY ROBINSON PA	35,456.20	Fee, Tax and Pension Plan Compliance
GUNSTER YOAKLEY & STEWART PA	6,395.10	Natural Gas Matters
LOCKE LORD LLP	2,500.00	Bond Disclosure Counsel
MCCARTER & ENGLISH LLP	15,738.97	Natural Gas Industry
NABORS GIBLIN & NICKERSON P A	5,088.50	Annual Stormwater Assessment Program
PLAUCHE MASELLI PARKERSON LLP	380.00	Utility Litigation
RAY, JR LOUIS F	31,581.00	Code Enforcement Special Magistrate
STEINMEYER FIVEASH LLP	1,595.00	Environmental and Property Matters
	242,900.27	TOTAL:
REPORT TOTAL	\$736,121.37	

Financial Report

City of Pensacola
4th Quarter Financial Statement
Twelve Months Ending
September 30, 2020
(Unaudited)



Overview

(Unaudited)

- Revenue Growth
 - Slower Growth in the Economy due to COVID-19 Pandemic
 - Decreases in Half-Cent & Local Option Sales Tax
 - Increases in Ad Valorem Taxable Valuations
- Expenditures in total, In Line with Budgeted Projections/Some Below Budgeted Projections
- Interest Rates
- Legal Services and Fees
- Contracts & Expenditures over \$25,000 Approved by Mayor



General Fund

(Unaudited)

- Expenditures and Encumbrances Were Within Total Revenues
 - Revenues - \$56,551,100
 - Exp./Enc. - \$55,953,200
- **Revenues Decreased by \$1,035,800 or 1.80% from FY 2019**
- **Revenues \$527,600 Above Beginning Budget**



General Fund

(Unaudited)

•FY 2020 to FY 2019 Revenue Comparison

- **Property Tax Revenue – up by \$1,234,900 or 7.86%**
- **Local Business Tax Revenue – up by \$4,000 or 0.43%**
- **State Traffic Signal and Street Light Maintenance – up by \$234,900 or 33.34%**
- **Half Cent Sales Tax – down by \$143,800 or 2.84%**
- **Municipal Revenue Sharing - down by \$8,800 or 0.37%**

•Department Expenditures Including Encumbrances Within Approved Appropriations

- **Expenditures and Encumbrances \$4,038,000 or 6.73% lower than Appropriations**



General Fund

(Unaudited)



■ Categories of Fund Balance

- Non-Spendable
 - Not in a spendable form (pre-paid insurance)
- Restricted
 - Can be spent only for the specific purpose stipulated by external resource providers, external contractual obligations (such as encumbrances) or enabling legislation.



General Fund

(Unaudited)



■ Categories of Fund Balance

- Committed
 - Can be used only for the specific purposes determined by a formal action (ordinance/resolution)
- Assigned
 - Amounts the City intends to use for a specific purpose
- Unassigned
 - The portion of fund balance which is not obligated or specifically designated and is available for any purpose.



General Fund

(Unaudited)

Components of FYE 2020 Fund Balance Compared with FYE 2019

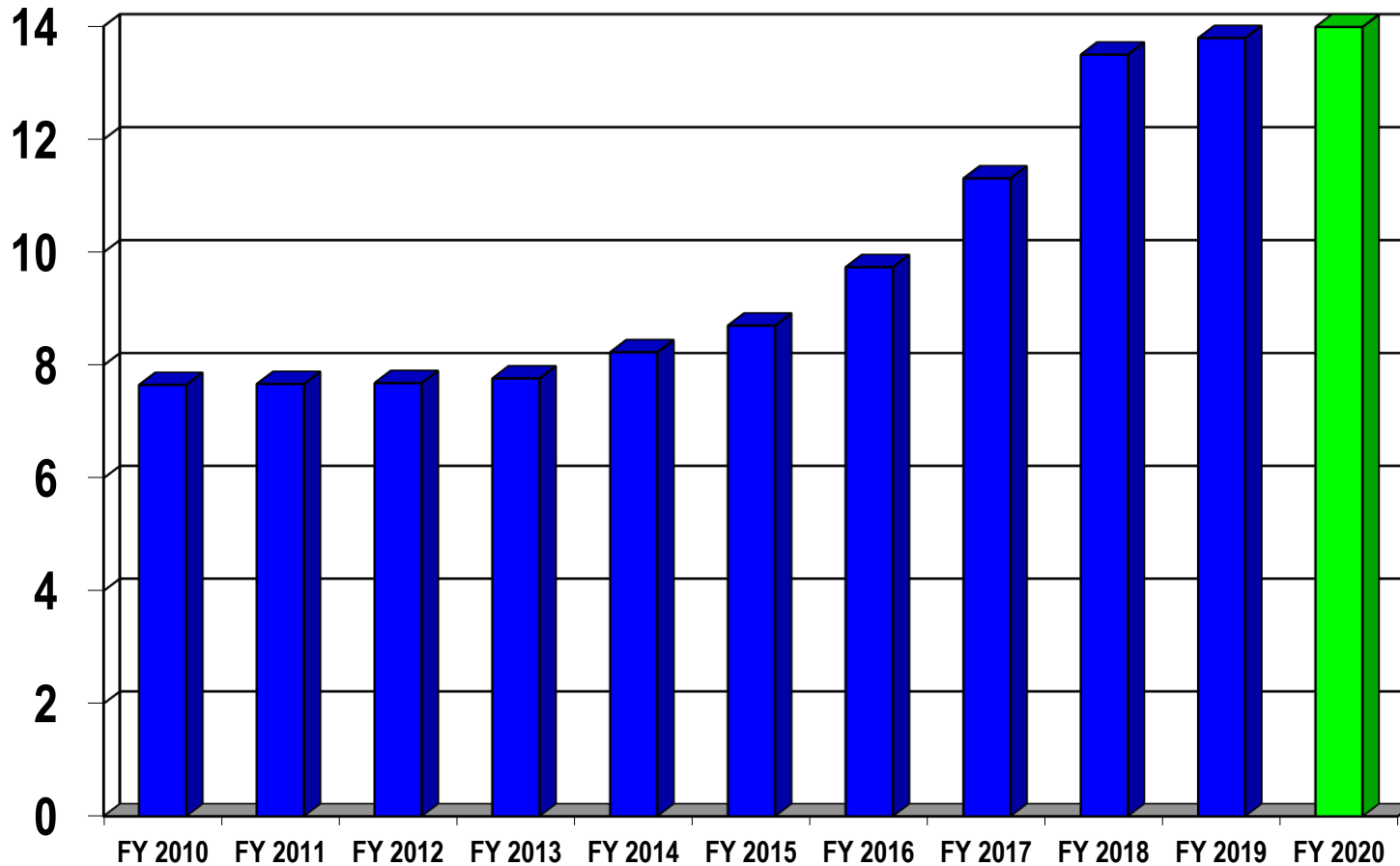
Difference	Amount		Description
Diff 2019-2020	2019	2020	
			<u>Non-Spendable</u>
\$ 24,200	\$ 26,600	\$ 50,800	- Prepaid Expenses
24,200	26,600	50,800	Sub-Total Non-Spendable
			<u>Restricted</u>
(24,000)	365,100	341,100	- Saenger Theatre Capital
222,000	532,400	754,400	- Encumbrance Carryforward Appropriation
198,000	897,500	1,095,500	Sub-Total Restricted
			<u>Committed</u>
196,500	13,793,000	13,989,500	- Council Reserve (23.47%)
32,500	495,500	528,000	- Tree Planting Trust Fund
1,500	109,200	110,700	- Park Purchases Fund
230,500	14,397,700	14,628,200	Sub-Total Committed
			<u>Assigned</u>
0	5,100,000	5,100,000	- Designation for Fund Balance (FY 2021-2023)
(449,300)	449,300	-	- Designation for Inner-City Housing Initiatives
464,100	51,800	515,900	- Designation for Housing Initiatives
1,800,000	-	1,800,000	- Designated for Natural Disaster 12.5% Match
(65,500)	1,102,800	1,037,300	- Unencumbered Carryforward Appropriation
271,300	-	271,300	- FY21 Fund Balance Draw - Fire Union
45,300	440,600	485,900	- Special Assessments
400	25,900	26,300	- Designation for Lien Amnesty
2,066,300	7,170,400	9,236,700	Sub-Total Assigned
			<u>Unassigned</u>
(993,000)	1,499,700	506,700	- Available Balance for Future Year Appropriations
(993,000)	1,499,700	506,700	Sub-Total Unassigned
\$ 1,526,000	\$ 23,991,900	\$ 25,517,900	Total Fund Balance



General Fund

(Unaudited)

Million



**Reserve For
Contingency
Increased By
\$196,400 which
Represents
23.47% of
FY 2021
Beginning
General Fund
Appropriations
(Expenditures)**



Tree Planting Trust Fund

(Unaudited)

- Revenue and Expenditures Recorded In General Fund
- Total Contributions Plus Interest Income - \$35,556
- Expenditures/Encumbrances - \$3,000
- End of Year Unencumbered Balance - \$528,007



Park Purchases Trust Fund

(Unaudited)

- Revenue and Expenditures Recorded In General Fund
- Total Contributions Plus Interest Income - \$1,555
- No Expenditures/Encumbrances
- End of Year Unencumbered Balance - \$110,700



Housing Initiatives Fund

(Unaudited)

- Revenue and Expenditures Recorded In General Fund
 - Total Contributions Plus Interest Income - \$15,406
 - Total Expenditures - \$597
 - End of Year Unencumbered Balance - \$515,879
- Balance for the Housing Initiatives Fund
 - Proceeds from Sale of City-Owned Surplus Properties – Housing Initiatives Fund
 - On September 10, 2020, City Council Adopted Supplemental Budget Resolution No. 2020-36
 - Shifted the Balance of the City’s General Fund Inner City Housing Initiatives Fund to Housing Initiatives Fund.



CITY OF PENSACOLA
FUND BALANCE (FB) – NET ASSETS (NA)
BUDGET POSITION
(UNAUDITED)

GENERAL GOVERNMENT

001 General Fund	25,517,900
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SPECIAL REVENUE FUNDS

102 Special Grants Fund	144,900
103 Local Option Gas Tax Fund	1,181,800
105 Community Redevelopment	5,303,100
109 Stormwater Utility Fund	407,900
115 Section 8 Housing Assistance	4,510,800

**CITY OF PENSACOLA
FUND BALANCE (FB) – NET ASSETS (NA)
BUDGET POSITION
(UNAUDITED)**

Fund	Current Net-Assets 9/30/2020
GENERAL GOVERNMENT (Continued)	
<u>SPECIAL REVENUE FUNDS (Continued)</u>	
118 Law Enforcement Trust Fund	289,700
119 Natural Disaster Fund	282,000
120 Golf Course Fund	140,500
121 Eastside TIF	674,500
122 Inspections Fund	9,000
123 Westside TIF	422,600
124 Recreation Fund	303,900
125 Tennis Fund	154,300
126 CMP Management Services	38,600

**CITY OF PENSACOLA
FUND BALANCE (FB) – NET ASSETS (NA)
BUDGET POSITION
(UNAUDITED)**

Fund	Current Net-Assets 9/30/2020
GENERAL GOVERNMENT (Continued)	
<u>DEBT SERVICE FUNDS</u>	
210 CRA Debt Service Fund	3,126,600
213 LOGT Debt Service Fund	1,537,200
<u>CAPITAL PROJECTS FUNDS</u>	
307 Local Option Sales Tax Fund	4,996,500
314 CRA Series 2017 Project Fund	10,366,900
315 CRA Series 2019 Project Fund	18,071,600
316 LOST Series 2017 Project Fund	1,030,900
329 Stormwater Capital Fund	4,533,600

CITY OF PENSACOLA
FUND BALANCE (FB) – NET ASSETS (NA)
BUDGET POSITION
(UNAUDITED)

Fund	Current Net-Assets 9/30/2020
PROPRIETARY FUNDS	
<u>ENTERPRISE FUNDS</u>	
401 Gas Utility Fund	22,276,200
402 Sanitation Fund	1,156,800
403 Port Fund	1,403,200
404 Airport Fund	17,881,600
<u>INTERNAL SERVICE FUNDS</u>	
502 General Stock Fund	863,400
503 Insurance Retention Fund	4,396,200
504 Central Services Fund	3,168,500

Special Revenue Funds

(Unaudited)

- **Local Option Gasoline Tax**
 - **Revenue Below FY 2019 by \$63,000**
 - **Revenue Below Beginning Budget By \$56,400**
 - **Revenue & Fund Balance of \$1,511,200 equals the Total Expenditures**
 - Ending Restricted Fund Balance - \$1,181,800
 - Future Debt Service Payments



Special Revenue Funds

(Unaudited)

- **Stormwater Utility Fund**
 - **Revenue - \$2,837,000 (Equal to Budget)**
 - **Exp./Enc. - \$3,192,200 (Below Budget)**
- Committed Fund Balance of \$407,900
 - Supplemental Budget Resolution No. 2020-59
 - Fund Balance Drawdown- \$97,200
 - \$87,000 Sweeper Refurbishment
 - \$10,200 FDOT ROW Revenue



Special Revenue Funds

(Unaudited)

- **Natural Disaster Fund**

- Accounts for disaster-related activity (Hurricane Sally)
- CARES Act Funding (Non-Airport related)
- Receives Revenues from Federal & State Agencies on a Reimbursement Basis
- Disaster Cost Split:
 - Federal – 75%
 - State – 12.5%
 - City of Pensacola –12.5% Balance of expenditures
- **Expenditures/Encumbrances Greater than Revenues by \$11,171,400**
 - Revenue - \$1,806,300
 - Expenditures/Encumbrances - \$12,977,700
 - Restricted Fund Balance of \$282,000



Special Revenue Funds

(Unaudited)

- **Municipal Golf Course**

- Revenues At Budget
 - Revenues - \$779,900
- **FY 2020 Revenues Exceeded FY 2019 Revenues by \$331,500**
- **Exp./Enc. Under Budget by \$90,700**
 - Exp./Enc. - \$689,200
- **Revenues Exceeded Expenditures and Encumbrances by \$135,400**
- Increase in Revenues
 - Mainly due to Good Weather
 - Essential Services provided during COVID-19 Pandemic
 - Not Required to Shut down during COVID-19 Pandemic
 - Increase play resulted with the ability to Social Distance
- General Fund Subsidy - \$250,000



Special Revenue Funds

(Unaudited)

- **Municipal Golf Course (Continued)**
 - Rounds Played in FY20 – 21,828/FY19 – 19,951
 - Up 1,877
 - Driving Range Usage in FY20 – 6,638/FY19 – 5,536
 - Up 1,102
 - Concession payments are current through the fourth quarter of FY 2020



Special Revenue Funds

(Unaudited)

• Inspection Services Fund

- Revenues Exceeded Beginning Budget by \$101,700
- Expenditures Under Budget by \$104,700
- Revenues Exceeded Expenditures by \$206,300
- Restricted Fund Balance - \$9,000



Special Revenue Funds

(Unaudited)

■ Roger Scott Tennis Center

- Three Year Contract for Operation & Management of Roger Scott Tennis Center
 - Gulf Coast Tennis Group, LLC
 - January 1, 2018 – December 31, 2020
 - City Receives Minimum Annual Revenue - \$125,000
 - Deferral Program Due to COVID-19 Pandemic through June 30, 2020
 - Balance of \$18,229 to be Received in FY 2021
- **Revenues Equal to Final Budget**
 - Revenues - \$131,300
- **Expenditures Below Budget by \$50,100**
 - Expenditures - \$79,300
- **Total Revenues Exceed Expenditures By \$33,600**
- Assigned Fund Balance - \$153,300



Special Revenue Funds

(Unaudited)

•Community Maritime Park Management Services Fund

- Impacted by COVID-19 Pandemic
 - Blue Wahoos Baseball & University of West Florida Football Games Cancelled
 - Limited activities with COVID-19 Requirements in Place
- **Expenditures Exceeded Revenues by \$12,100**
- **Renewal & Replacement Revenues Exceed Expenditures and Encumbrances by \$46,100**
- Restricted Fund Balance – excluding encumbrances, Parking and Renewal & Replacement - \$38,600



Capital Projects Funds

(Unaudited)

- **Local Option Sales Tax Fund**
 - **Revenues Equal to Budget**
 - Revenues - \$8,785,300
 - **Exp./Enc. Within Budget**
 - Exp./Enc. - \$14,715,900
 - **Tax Collections Decreased by 2.28% from FY 2019**
 - Due to COVID-19 Pandemic
 - Anticipated to Recover when COVID-19 Pandemic Subsides
 - **Restricted Fund Balance(Excluding Encumbrances and Bond Reserves) Decreased from \$3,926,400 to a Negative \$1,266,500 in FY 2020**
 - Citizens voted to extend LOST through December 31, 2028



Capital Projects Funds

(Unaudited)

- **Local Option Sales Tax Fund (Continued)**
 - City issued Infrastructure Sales Surtax Revenue Bond, Series 2017 to Fund Projects in LOST IV Plan
 - Necessary to Draw Upon City's Pooled Cash to Cover Cash Shortfalls
 - Projected to be Necessary through the End of the Life of LOST IV Series.
 - Fund Balance is Also Projected to be Negative Based on Project Completion Dates.



Capital Projects Funds

(Unaudited)

- **Stormwater Capital Projects Fund**
 - Transfers from General Fund
 - Revenue Fee Collection - \$2,732,200
 - Exp./Enc. - \$4,142,000
 - Fund Balance of \$3,766,300
 - Carried Forward - \$3,730,500



Enterprise Funds

(Unaudited)

■ Gas Utility Fund

- **Revenues Exceeded Expenses by \$1,680,500**
 - Revenue - \$47,590,900
- Purchase Gas Adjustment (PGA) – Additional \$0.10 per Ccf
 - Pensacola Energy Reserve
 - FY 2020 \$1,563,500 Collected
- Infrastructure Cost Recovery Revenue - \$3,118,100
- Net Current Assets
 - **Increased by \$1.8 Million from Beginning FY 2020 to End of Year - \$22.3 Million**
- Total Equity Less Bond Reserves
 - **Increased by \$3.4 Million from Beginning FY 2020 to End of Year - \$61.7 Million**



Enterprise Funds

(Unaudited)

■ Sanitation Fund

- **Revenues Exceeded Expenses by \$122,000** (Excluding Code Enforcement)
 - Revenues - \$8,405,500
 - Expenses - \$8,283,500
- **Code Enforcement Expenses Exceeded Revenues by \$113,400**
 - Code Enforcement Revenues - \$1,445,400
- Net Current Assets - \$1,156,800
 - **Increased by \$54,100 from Beginning FY 2020 to End of Year - (Excluding Code Enforcement & Lot Cleaning)**
- Total Fund Equity Less Bond Reserves
 - **Increased by \$2,043,200 from Beginning FY 2020 to End of Year with a Balance of \$966,700**
- CNG Rebates Received - \$1,181,000



Enterprise Funds

(Unaudited)

■ Port of Pensacola

- Revenues plus transfers in from Local Option Sales Tax were Above Operating Expenses by \$787,800
 - Revenues – FY20 - \$2,755,000
FY19 - \$2,406,800
An Increase of \$348,200
 - Transfers in from Local Option Sales Tax - \$118,500
 - Expenses - \$2,085,700
 - Increases Due to Port Tariff Rate Revisions & Security Fees and Increased Imports of Wind Generator Component Feedstocks for Local GE Plant
- Net Current Assets
 - Increased by \$945,000 from Beginning FY 2020 to End of Year - \$1,403,200
- Total Equity Less Bond Reserves
 - Increased by \$734,800 from FY 2020 Beginning to End of Year \$16.9 Million



Enterprise Funds

(Unaudited)

■ Airport Fund

- **Revenues were Below Budget by \$841,300**
- **Revenues decreased by \$5.2 million from FY 2019**
- **Expenses (Excluding CARES Act Funding & Debt Service) were \$1.7 Million Below FY 2019**
- Transportation Industry is Experiencing the Effects of COVID-19 Pandemic
 - Passenger Traffic Dropping
 - CARES Act Funding Received- \$5 Million
 - To Help with Operations & Maintenance recovery from COVID-19 Pandemic.



Enterprise Funds

(Unaudited)

▪ Airport Fund

– Net Current Assets

- Increased by \$7.6 Million from Beginning FY 2020 to End of Year - \$17.9 Million (Majority of Which Related to Receiving CARES Act Funding)

– Total Fund Equity Less Required Bond Reserves

- Increased by \$11.3 Million from Beginning FY 2020 to End of Year - \$168.3 Million



Internal Service Funds

(Unaudited)

- **Insurance Retention Fund/Central Services Fund**

- Provide Services To Other Operating Funds
- Revenues and Expenses are Consistent with Budgeted Levels



Investment and Debt Service Schedules

(Unaudited)

- Provided For Information
 - Listing of City Investments
 - Listing of City's Debt Issues



Legal Costs Schedule

(Unaudited)

- Schedule of Legal Costs paid to Attorneys and/or firms who have provided services to the City
 - FY 2020 Cost Less than FY 2019
 - Fiscal Year 2020 Legal Costs (Inside and Outside) Was Lower By \$14,000 Than Fiscal Year 2019



Legal Costs Schedule

CITY OF PENSACOLA
SCHEDULE OF LEGAL COSTS
September 30, 2020
(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
RISK MANAGEMENT:		
QUINTAIROS PRIETO WOOD & BOYER PA	8,735.00	Workers Compensation and Liability Claims
RODERIC G. MAGIE, PA	69,515.39	Workers Compensation Claims
SNIFFEN & SPELLMAN PA	75,916.15	Police Liability Claims
WILSON HARRELL & FARRINGTON PA	64,980.29	Claims and Litigation
	219,146.83	TOTAL:
ST AEROSPACE:		
BEGGS & LANE	274,074.27	Airport VT Mobile Aerospace Engineering Project
	274,074.27	TOTAL:
ALL OTHER LEGAL COSTS:		
ALLEN NORTON & BLUE P A	\$54,952.03	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	12,567.00	Contract and Real Estate Law
BRYANT MILLER OLIVE PA	21,914.53	Bond Counsel and CRA Matters
CARLTON FIELDS JORDEN BURT	54,731.94	Environmental and Real Estate
GRAY ROBINSON PA	35,456.20	Fee, Tax and Pension Plan Compliance
GUNSTER YOAKLEY & STEWART PA	6,395.10	Natural Gas Matters
LOCKE LORD LLP	2,500.00	Bond Disclosure Counsel
MCCARTER & ENGLISH LLP	15,738.97	Natural Gas Industry
NABORS GIBLIN & NICKERSON P A	5,088.50	Annual Stormwater Assessment Program
PLAUCHE MASELLI PARKERSON LLP	380.00	Utility Litigation
RAY, JR LOUIS F	31,581.00	Code Enforcement Special Magistrate
STEINMEYER FIVEASH LLP	1,595.00	Environmental and Property Matters
	242,900.27	TOTAL:
REPORT TOTAL	\$736,121.37	



Police/Fire/General Pension Plans

(Unaudited)

- Interest Investment Rate Reported to City Pension Boards

					<u>FYE 20</u>
•FY 2020 Investment Gain					<u>Actuarial</u>
<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>		<u>*</u>
11.2%	8.0%	1.4%	8.7%		7.2%
11.3%	9.2%	3.0%	11.4%		7.75%
13.89%	10.26%	4.66%	9.35%		7.125%

19 Actuarial Assumed Earnings Rate

- Plans Achieved Higher Rate of Return Than Assumed Earnings Rate in FY 2020

- General Pension and Police Pension Plans Closed



Financial Report

City of Pensacola
4th Quarter Financial Statement
Twelve Months Ending
September 30, 2020
(Unaudited)

