



# City of Pensacola

## Agenda Conference

### Agenda - Final

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Tuesday, January 18, 2022, 3:30 PM

Hagler-Mason Conference Room,  
2nd Floor

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

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

#### ROLL CALL

#### PRESENTATION ITEMS

1. [22-00050](#) PRESENTATION FROM CHRISTIAN WAGLEY REGARDING THE GONZALEZ STREET SHAREWAY  
*Sponsors:* Ann Hill
2. [22-00051](#) PRESENTATION REGARDING HABITAT FOR HUMANITY  
*Sponsors:* Jennifer Brahier
3. [22-00068](#) PRESENTATION -- DOCKLESS SHARED MICROMOBILITY DEVICES PILOT PROGRAM UPDATE  
*Sponsors:* Ann Hill
4. [22-00058](#) PRESENTATION FROM MAYOR GROVER ROBINSON REGARDING ORGANIZATIONAL CHANGES WITHIN THE CITY  
*Sponsors:* Ann Hill  
*Attachments:* [Organizational Chart - Revised](#)

#### REVIEW OF CONSENT AGENDA ITEMS

5. [22-00060](#) APPOINTMENT OF MIKE WIGGINS TO CHARTER REVIEW COMMISSION TO FILL A VACANCY CREATED BY THE WITHDRAWAL OF THOMAS WILLIAMS.  
*Sponsors:* Casey Jones  
*Attachments:* [Application of Interest - Michael Wiggins](#)

6. [22-00025](#) AWARD OF CONTRACT - BID #22-004 PORT OF PENSACOLA SHORELINE PROTECTION REPAIRS
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Final Bid Tabulation No. 22-004](#)  
[Vendor Reference List Bid No. 22-004](#)
7. [22-00036](#) AWARD OF ARCHITECTURAL AND URBAN DESIGN CONTINUING SERVICES CONTRACTS FOR RFQ# 21-042 PROFESSIONAL ARCHITECTURAL AND URBAN DESIGN CONSULTING SERVICES FOR DEVELOPMENT AND REDEVELOPMENT PROJECTS & INITIATIVES
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Tabulation of Qualifications - RFQ No. 21-042](#)  
[Selection Committee Scoring Matrix](#)  
[Final Vendor Reference List.pdf](#)

### REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

8. [22-00052](#) DISTRICTING COMMISSION PROPOSED PLAN FOR DIVIDING THE CITY INTO DISTRICTS FOR THE ELECTION OF COUNCIL MEMBERS.
- Sponsors:** Ann Hill
- Attachments:** [Districting Commissions Proposed Plan - Map](#)  
[1 - Data Analysis Districting Commission Proposed Plan 01-06-22](#)  
[2 - Data Analysis Districting Commission Proposed Plan 01-06-22](#)  
[Proposed Council District 1 - FINAL \(A4441746xA3759\)](#)  
[Proposed Council District 2 - FINAL \(A4441936xA3759\)](#)  
[Proposed Council District 3 - FINAL \(A4440266xA3759\)](#)  
[Proposed Council District 4 - FINAL\(002\)](#)  
[Proposed Council District 5 - FINAL \(002\)](#)  
[Proposed Council District 6 - FINAL \(A4438975xA3759\)](#)  
[Proposed Council District 7 - FINAL \(A4438976xA3759\)](#)  
[ORD 10-21-- Redistricting Timeline](#)  
[Redistricting Time Line Comparison](#)

9. [22-00053](#) PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE SECTION 12-3-31 - COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY
- Sponsors:** Teniade Broughton
- Attachments:** [Proposed Ordinance No. 03-22](#)  
[Planning Board Minutes 12-14-21 - Draft](#)
10. [03-22](#) PROPOSED ORDINANCE NO. 03-22 - AMENDMENT TO LAND DEVELOPMENT CODE SECTION 12-3-31 (6) AND TABLE 12-3-31.12 - COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY
- Sponsors:** Teniade Broughton
- Attachments:** [Proposed Ordinance No. 03-22](#)  
[Planning Board Minutes 12-14-21](#)
11. [22-00008](#) LEASE-LIGHTHOUSE PRIVATE CHRISTIAN ACADEMY, INC. FOR THE MALCOLM YONGE GYMNASIUM - 900 EAST JACKSON STREET
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Malcolm Yonge Gymnasium Lease Agreement - Draft](#)
12. [22-00003](#) PENSACOLA INTERNATIONAL AIRPORT - CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT NO. 3-12-0063-050-2022
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Grant Agreement No. 3-12-0063-050-2022](#)  
[Supplemental Budget Resolution No. 2022-002](#)  
[Supplemental Budget Explanation No. 2022-002](#)
13. [2022-002](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-002 - CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT NO. 3-12-0063-050-2022
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2022-002](#)  
[Supplemental Budget Explanation No. 2022-002](#)

14. [22-00006](#) FY21 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: STATE
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Application and Summary of Subgrant No. 2021-JAGC-ESCA-3-3B-1](#)  
[Certificate of Sub-Award Subgrant No. 2021-JAGC-ESCA-3-3B-134](#)  
[Supplemental Budget Resolution No. 2022-003](#)  
[Supplemental Budget Explanation No. 2022-003](#)
15. [2022-003](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-003 - FY21 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: STATE
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2022-003](#)  
[Supplemental Budget Explanation No. 2022-003](#)
16. [22-00013](#) BUREAU OF JUSTICE ASSISTANCE (BJA) FY20 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Grant Award 2020-VD-BX-0265](#)  
[Budget Summary Laptops BJA-2020-18553](#)  
[Project Abstract BJA-2020-18553](#)  
[Award Letters](#)  
[Supplemental Budget Resolution No. 2022-004](#)  
[Supplemental Budget Explanation No. 2022-004](#)
17. [2022-004](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-004 - BUREAU OF JUSTICE ASSISTANCE (BJA) FY20 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2022-004](#)  
[Supplemental Budget Explanation No. 2022-004](#)

18. [22-00012](#) STATE OF FLORIDA - FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION GRANT AGREEMENT NO. 21130 - BAARS PARK AND SANDER BEACH KAYAK FISHING TRAIL ACCESS UPGRADES PROJECT
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Grant Agreement No. 21130- Pensacola Baars Park and Sanders Be](#)  
[Supplemental Budget Resolution No. 2022-007.pdf](#)  
[Supplemental Budget Explanation No. 2022-007](#)
19. [2022-007](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-007 - STATE OF FLORIDA - FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION GRANT AGREEMENT NO. 21130 - BAARS PARK AND SANDERS BEACH KAYAK FISHING TRAIL ACCESS UPGRADES PROJECT
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2022-007.pdf](#)  
[Supplemental Budget Explanation No. 2022-007](#)
20. [22-00019](#) PUBLIC WORKS AND FACILITIES - STATE OF FLORIDA - FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) GRANT AGREEMENT NO. 21129 PENSACOLA MARITIME PARK PUBLIC FISHING MARINA
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Pensacola Maritime Park - Grant Agreement](#)  
[Attachment A - Scope of Work Pensacola Maritime Park](#)  
[Attachment B - Requirements of the Federal and Florida Single Audi](#)  
[Attachment C - Monitoring Guidelines](#)  
[Attachment D - Cost Reimbursement Requirements](#)  
[Attachment E - Boating Access Performance Tracking and Reporting](#)  
[Attachment F - Notice of Grant Agreement \(Site Dedication Form\)](#)  
[Supplemental Budget Resolution](#)  
[Supplemental Budget Explanation](#)  
[CMP Day Use Marina 100% Plans](#)

21. [2022-008](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-008 - STATE OF FLORIDA - FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) GRANT AGREEMENT NO. 21129 - PENSACOLA MARITIME PARK PUBLIC FISHING MARINA
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2022-008](#)  
[Supplemental Budget Explanation No. 2022-008](#)
22. [2022-005](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-005 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2022-005](#)  
[Supplemental Budget Explanation No. 2022-005](#)  
[Letter of Certification](#)  
[JBWES LETF Application](#)
23. [2022-006](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-006 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2022-006](#)  
[Supplemental Budget Explanation No. 2022-006](#)  
[Letter of Certification](#)  
[East Pensacola Student Athlete Program \(EPSAP\)](#)
24. [22-00035](#) AWARD OF BID #21-046 CECIL T. HUNTER POOL FACILITY REPLACEMENT PROJECT
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Bid Tabulation, Bid No. 21-046](#)  
[Final Vendor Reference List, Bid No. 21-046](#)  
[Supplemental Budget Resolution No. 2022-009](#)  
[Supplemental Budget Explanation No. 2022-009](#)
25. [2022-009](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-009 CECIL T. HUNTER POOL FACILITY REPLACEMENT PROJECT
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2022-009](#)  
[Supplemental Budget Explanation No. 2022-009](#)

26. [2022-011](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-011 - GARDEN STREET LANDSCAPE PROJECT - "A" STREET TO ALCANIZ STREET  
*Sponsors:* Grover C. Robinson, IV  
*Attachments:* [Supplemental Budget Resolution No. 2022-011](#)  
[Supplemental Budget Explanation No. 2022-011](#)
27. [22-00057](#) BAYVIEW PARK PLAYGROUND FUNDING FOR A POURED IN PLACE BASE VS. ENGINEERED WOOD FIBER.  
*Sponsors:* Jared Moore
28. [22-00056](#) REFERRAL FROM ENVIRONMENTAL ADVISORY BOARD - REDUCTION AND REMOVAL OF STYROFOAM PRODUCTS INCLUDING DRINK CONTAINERS AND TO USE ALTERNATIVE PAPER BASED PRODUCTS  
*Sponsors:* Ann Hill, Sherri Myers  
*Attachments:* [Report of Council Item No. 19-00034](#)
29. [01-22](#) PROPOSED ORDINANCE NO. 01-22: PROPOSED AMENDMENT TO CHAPTER 7-9 OF THE CODE OF THE CITY OF PENSACOLA - DOCKLESS SHARED MICROMOBILITY DEVICES PILOT PROGRAM  
*Sponsors:* Grover C. Robinson, IV  
*Attachments:* [Proposed Ord. 01-22](#)  
[Proposed Shared Micromobility Devices Franchise Area Map](#)
30. [05-22](#) PROPOSED ORDINANCE NO. 05-22 - AMENDING SECTION 11-4-182 OF THE CITY CODE, USE OF RIGHTS-OF-WAY BY WIRELESS COMMUNICATIONS FACILITIES  
*Attachments:* [Proposed Ord. 05-22 --](#)
31. [52-21](#) PROPOSED ORDINANCE NO. 52-21 - GENERAL PENSION & RETIREMENT PLAN ORDINANCE AMENDING TERMS OF EMPLOYEE ELECTED BOARD MEMBERS  
*Sponsors:* Grover C. Robinson, IV  
*Attachments:* [Proposed Ordinance No. 52-21](#)

## CONSIDERATION OF ANY ADD-ON ITEMS

### FOR DISCUSSION

32. [22-00054](#) UPDATE ON PARCELS 4 & 5 - COMMUNITY MARITIME PARK  
*Sponsors:* Ann Hill

## READING OF ITEMS FOR COUNCIL AGENDA

### COMMUNICATIONS

#### CITY ADMINISTRATOR'S COMMUNICATION

#### CITY ATTORNEY'S COMMUNICATION

#### QUARTERLY FINANCIAL REPORT - Finance Director Amy Lovoy

33. [22-00074](#) QUARTERLY FINANCIAL REPORT - TWELVE MONTHS ENDING SEPTEMBER 30, 2021 (UNAUDITED) - FINANCE DIRECTOR AMY LOVOY

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

**Attachments:** [Financial Report - Twelve Months Ending September 30, 2021 \(Unaudited\)](#)  
[Financial Report Presentation - Twelve Months Ending September 30, 2021](#)

#### 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

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**File #:** 22-00050

City Council

1/20/2022

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### **PRESENTATION ITEM**

**FROM:** City Council President Ann Hill

**SUBJECT:**

PRESENTATION FROM CHRISTIAN WAGLEY REGARDING THE GONZALEZ STREET SHAREWAY

**REQUEST:**

That City Council receive a presentation from Christian Wagley regarding the Gonzalez Street Shareway.

**SUMMARY:**

On December 4, 2021, Bike Pensacola held a one-day, six-hour demonstration of the proposed Gonzalez Street Shareway, a complete street shared among all users but with features to particularly encourage cyclists and pedestrians. For the event, temporary traffic calming, and beautification features were installed.

This presentation gives Council the opportunity to hear from Mr. Wagley about the event, the results, and the future plans.

**PRIOR ACTION:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1) None

**PRESENTATION:** Yes



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00051

City Council

1/20/2022

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### **PRESENTATION ITEM**

**FROM:** City Council Member Jennifer Brahier

**SUBJECT:**

PRESENTATION REGARDING HABITAT FOR HUMANITY

**REQUEST:**

That City Council receive a presentation regarding Habitat for Humanity.

**SUMMARY:**

This presentation allows Council the opportunity to hear more about Habitat for Humanity, addressing topics such as:

- Organizational History
- Program Review

- The Homebuyers Program
- Community Development
- HUD Counseling

- Pensacola Habitat Finance Model
- Who they serve
- Sustainable capital

- Challenges & Opportunities.

**PRIOR ACTION:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

None

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**PRESENTATION:** Yes



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00068

City Council

1/20/2022

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### **PRESENTATION ITEM**

**FROM:** City Council President Ann Hill

**SUBJECT:**

PRESENTATION -- DOCKLESS SHARED MICROMOBILITY DEVICES PILOT PROGRAM UPDATE

**REQUEST:**

That City Council receive a presentation from Caitlin Cerame, Transportation Planner, providing an update on the Dockless Shared Micromobility Devices Pilot Program and Ordinance.

**SUMMARY:**

Since the passage of the ordinance providing for a pilot program, the city has constantly and consistently been reviewing the program; listening to constituents and striving to make adjustments when needed.

This presentation allows the Council to hear from the City's Transportation Planner, Caitlin Cerame, providing an update on the program and outlining proposed adjustments

**PRIOR ACTION:**

September 12, 2019 - City Council voted to adopt Dockless Shared Micromobility Devices Pilot Program via Ord. No. 17-19.

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

None

**PRESENTATION:** Yes



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00058

City Council

1/20/2022

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### **PRESENTATION ITEM**

**FROM:** City Council President Ann Hill

**SUBJECT:**

PRESENTATION FROM MAYOR GROVER ROBINSON REGARDING ORGANIZATIONAL CHANGES WITHIN THE CITY

**REQUEST:**

That City Council receive a presentation from Mayor Grover Robinson, outlining the organizational changes that have taken place within the city.

**SUMMARY:**

During the past year, a number of organizational changes have been made within the City; new hires, promotions, new positions.

This presentation item is an opportunity for City Council to hear from Mayor about those changes and the impact they will have on the city.

**PRIOR ACTION:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1) Organizational Chart - Revised

**PRESENTATION:** Yes





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00060

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Casey Jones

**SUBJECT:**

APPOINTMENT OF MIKE WIGGINS TO CHARTER REVIEW COMMISSION TO FILL A VACANCY CREATED BY THE WITHDRAWAL OF THOMAS WILLIAMS.

**RECOMMENDATION:**

That City Council appoint Mike Wiggins to the Charter Review Commission in accordance with City Charter Section 8.01(b).

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On September 9, 2021, City Council appointed members to the Charter Review Commission. Subsequently, one of the appointees withdrew after being appointed to the Judicial Bench, thereby creating a vacancy.

In accordance with City Charter Section 8.01(b) which states in part, "Vacancies shall be filled within 30 days in the same manner as the original appointments." The individual who was forced to withdraw was an appointee of Council Member Casey Jones, therefore Council Member Jones offers for your consideration Mr. Mike Wiggins to fill this vacancy.

**PRIOR ACTION:**

September 9, 2021 - City Council appointed members to the Charter Review Commission.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Application of Interest - Michael Wiggins

**PRESENTATION:** No

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**Sent:** Monday, January 10, 2022 3:29 PM  
**To:** [Ericka Burnett](#); [Robyn Tice](#)  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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**THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT**

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

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

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

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

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(Section Break)

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### Personal Information

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Name michael Wiggins

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Home Address 4470 La Mirage  
Pensacola, FL 32504

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Business Address *Field not completed.*

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To which address do you prefer we send correspondence regarding this application? Home

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Preferred Contact Phone Number(s) 8502937967

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Email Address [wiggls@aol.com](mailto:wiggls@aol.com)

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Upload Resume (optional) *Field not completed.*

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(Section Break)

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Details

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Are you a City resident? Yes

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If yes, which district? 3

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If yes, how long have you been a City resident? over 40 years

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Do you own property within the City limits? Yes

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Are you a registered voter in the city? Yes

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Board(s) of interest: Charter Review Commission

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Please list the reasons for your interest in this position: I have an interest in City government and the charter under which the city operates.

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Do you currently serve on a board? No

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If yes, which board(s)? *Field not completed.*

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Do you currently hold a public office? No

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

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

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(Section Break)

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Diversity

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

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Gender Male

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Race Caucasian

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Physically Disabled                      No

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(Section Break)

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Acknowledgement of                      I accept these terms.  
Terms

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00025

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

AWARD OF CONTRACT - BID #22-004 PORT OF PENSACOLA SHORELINE PROTECTION REPAIRS

**RECOMMENDATION:**

That City Council award a contract for ITB #22-004-040 Port of Pensacola Shoreline Protection Repairs to Underwater Mechanix Services LLC. of Jacksonville, Florida, the lowest and most responsible bidder, with a base bid of \$506,839 plus a 10% contingency of \$50,683.90 for a total of \$557,522.90. Further, that City Council authorize the Mayor to take all actions necessary to execute the contract and complete the project.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On September 16-17, 2020 Hurricane Sally significantly damaged the port's shoreline protection system on the eastern and western sides of the port with damages consisting of washout and undermining of the rip rap and shoreline sloping. This contract will complete repairs to those damaged sections.

As this is classified as a large Federal Emergency Management Agency (FEMA) project, project actuals will determine final FEMA and Florida Division of Emergency Management (FDEM) contribution to overall project cost and will be captured at the end of the project.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$354,946.50 Federal FEMA 75% - Natural Disaster Fund  
131,435.18 Additional FEMA 75% Funding To Be Requested  
59,157.75 State FDEM 12.5% Funding - Natural Disaster Fund  
21,905.86 Additional State of Florida 12.5% Funding - To Be Requested  
59,157.75 City of Pensacola 12.5% Funding - Port Fund

21,905.86 Additional City of Pensacola Funding 12.5% - Port Fund  
\$648,508.90

Actual: \$506,839.00 Base Bid  
50,683.90 10% Contingency  
90,986.00 Engineering Services  
\$648,508.90

**FINANCIAL IMPACT:**

FEMA has obligated a Project Worksheet (PW) in the amount of \$473,262.00 for construction and engineering with 75% provided by FEMA, 12.5% provided by FDEM and the remaining 12.5% from the City of Pensacola Port Fund.

The City of Pensacola's portion of 12.5% as well as the additional Port funding will be funded by the Port of Pensacola. Once final project costs are determined, a supplemental budget resolution may be brought to City Council to appropriate any additional funds necessary.

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

1/6/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Deputy City Administrator - Administration & Enterprise  
Clark Merritt, Port Director

**ATTACHMENTS:**

- 1) Final Bid Tabulation No. 22.004
- 2) Vender Reference List Bid No. 22-004

**PRESENTATION:** No

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TABULATION OF BIDS

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BID NO: 22-004

TITLE: SHORELINE PROTECTION REPAIRS

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SUBMITTALS DUE:  
December 16, 2021, 2:30 P.M.  
DEPARTMENT:  
Port of Pensacola

UNDERWATER  
MECHANIX  
SERVICES, LLC  
Jacksonville, FL

HEWES &  
COMPANY,  
LLC  
Pensacola, FL

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Base Bid

\$506,839.00
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\$680,000.00

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Submittal Due Date: 12/16/21

Bid No.: 22-004

**FINAL VENDOR REFERENCE LIST  
SHORELINE PROTECTION REPAIRS  
PORT OF PENSACOLA**

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
081043	BCK SPECIALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
038068	BIGGS GREEN CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
078639	C W ROBERTS CONTRACTING INC	3372 CAPITAL CIR NE	TALLAHASSEE	FL	32308	
042045	CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
024722	COASTAL REEF BUILDERS INC	40 AUDUSSON AVENUE	PENSACOLA	FL	32507	Y
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'OWAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
081690	GULF MARINE CONSTRUCTION, INC	1232 N PACE BLVD	PENSACOLA	FL	32505	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
080650	HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	

Submittal Due Date: 12/16/21

Bid No.: 22-004

**FINAL VENDOR REFERENCE LIST  
SHORELINE PROTECTION REPAIRS  
PORT OF PENSACOLA**

Vendor	Name	Address	City	St	Zip Code	SMWBE
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
052866	HEWES & COMPANY LLC	251 AMBER STREET	PENSACOLA	FL	32503	Y
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y
002026	JACK MOORE & CO INC	P O BOX 37010	PENSACOLA	FL	32526	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
032824	KENNETH HORNE & ASSOCIATES	7201 NORTH 9TH AVENUE SUITE 6	PENSACOLA	FL	32504	Y
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
039164	LOFTIS MARINE DIVISION INC	7150 CLEARWOOD ROAD	PENSACOLA	FL	32526	Y
081795	LYNN, STEVEN W DBA MCCULLOUGH AND SON	1104 FRETZ STREET	PENSACOLA	FL	32534	
033206	MANHATTAN ROAD & BRIDGE CO	3401 OLD METRO PARKWAY	FORT MYERS	FL	33916	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
067916	PENSACOLA MARINE CONSTRUCTION INC	2207 LIBERTY LOOP ROAD	CANTONMENT	FL	32533	Y
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
024992	SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
081798	UNDERWATER MECHANIX SERVICES	1004 EASTPORT ROAD	JACKSONVILLE	FL	32218	
033913	UNITY ENTERPRISES INC	506 W BELMONT STREET	PENSACOLA	FL	32501	
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
027461	VISION CONSTRUCTION ENT INC	P O BOX 9604	PENSACOLA	FL	32513	Y
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
021725	WHITESSELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 75



## Memorandum

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**File #:** 22-00036

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

AWARD OF ARCHITECTURAL AND URBAN DESIGN CONTINUING SERVICES CONTRACTS FOR RFQ# 21-042 PROFESSIONAL ARCHITECTURAL AND URBAN DESIGN CONSULTING SERVICES FOR DEVELOPMENT AND REDEVELOPMENT PROJECTS & INITIATIVES

**RECOMMENDATION:**

That City Council award contracts to Goodwyn, Mills, Cawood (GMC), DAG Architects, Inc., MKSK, Inc., Townes+Architects, P.A., and Tunnell, Spangler & Associates, Inc. for continuing professional architectural and urban design services requested through RFQ # 21-042 for an initial term of five (5) years. Further, that Council authorize the Mayor take all actions necessary to negotiate and execute the necessary contracts, including the two one-year renewal options specified in the RFQ.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Historically, the City of Pensacola has utilized outside architecture and urban design firms to address the ongoing implementation of various development, redevelopment and planning projects. In September 2021, a Request for Qualifications (RFQ) was issued for continuing professional architectural and urban design services. The RFQ included an award category for large firms with more than 20 full-time employees and small firms employing 20 or fewer full-time employees. Five (5) responses to the RFQ were received. A selection committee was formed comprised of Victoria D'Angelo, Assistant CRA Administrator; Jonathan Bilby, Building Official; and Gregg Harding, Historic Preservation Planner. The selection committee reviewed the written qualifications submitted and requested that each firm make oral presentations to the panel on December 17, 2021.

After hearing the presentations, the committee ranked the firms in the following order:

Large Firms:

1. MKSK, Inc.
2. DAG Architects, Inc.
3. Goodwyn, Mills, Cawood (GMC)

Small Firms:

1. Tunnell, Spangler & Associates, Inc.
2. Townes+Architects, P.A.

Under the RFQ, contacts were authorized for up to three (3) large firms and up to three (3) small firms. Therefore, the committee recommended that contracts be awarded to each firm.

Once the continuing services contracts are executed and in effect, individual Service Authorizations (SA's) can be generated detailing scope, fees, and terms for any proposed projects with approved funding by City Council.

**PRIOR ACTION:**

None.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Approval of the award of contracts to Goodwyn, Mills, Cawood (GMC), DAG Architects, Inc., MKSK, Inc., Townes+Architects, P.A., and Tunnell, Spangler & Associates, Inc. has no financial impact. Once the contracts are executed, staff will obtain appropriate authorization of the individual work/task orders providing detailed cost information for the specific projects.

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

1/10/2022

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Tabulation of Qualifications, RFQ No. 19-023
- 2) Selection Committee Scoring Matrix
- 3) Final Vendor Reference List

**PRESENTATION:** No

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TABULATION OF PROPOSALS

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RFQ NO: 21-042  
TITLE: PROFESSIONAL ARCHITECTURAL AND URBAN DESIGN CONSULTING SERVICES  
FOR DEVELOPMENT AND REDEVELOPMENT PROJECTS & INITIATIVES

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SUBMITTALS DUE: October 12, 2021, 2:30 P.M.

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DEPARTMENT: Community Redevelopment Agency

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DAG Architects, Inc.  
David C. Luttrell, Principal  
40 South Palafox Place, Suite 201  
Pensacola, FL 32502  
850-417-8105  
[dluttrell@dagarchitects.com](mailto:dluttrell@dagarchitects.com)

Goodwyn, Mills, Cawood, LLC (GMC)  
Steve Jernigan, FAIA, Sr Vice President  
720 Bayfront Parkway, Suite 200  
Pensacola, FL 32502  
850-572-5400  
[steve.jernigan@gmcnetwork.com](mailto:steve.jernigan@gmcnetwork.com)

MKSK, Inc.  
Darren Meyer, PLA, ASLA, AICP, Principal  
504 Rhatt Street  
Greenville, SC 29601  
614-563-3921  
Fax: 614-621-3604  
[dmeyer@mkskstudios.com](mailto:dmeyer@mkskstudios.com)

Townes + Architects, P.A.  
Benjamin M. Townes, President  
2421 North 12th Avenue  
Pensacola, FL 32503  
850-433-0203  
[ben@townesplus.com](mailto:ben@townesplus.com)

Tunnell, Spangler & Associates, Inc. dba TSW  
William Tunnell, Founding Principal  
1447 Peachtree Street NE, Suite 850  
Atlanta, GA 30309  
404-873-6730  
[btunnell@tsw-design.com](mailto:btunnell@tsw-design.com)

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**RFQ NO. 21-042**

**Professional Architectural and Urban Design Consulting Services for  
Development and Redevelopment Projects & Initiatives**

Selection Committee Meeting (12/17/21) Oral Presentation Evaluation				
SMALL FIRMS	Gregg Harding	Jonathan Bilby	Victoria D'Angelo	<b>TOTAL SCORE</b>
Tunnell, Spangler & Associates, Inc.	1	1	1	3
Townes+Architects, P.A.	2	2	2	6
Motion: Jonathon Bilby motioned for the Mayor to approve the ranking and to enter into contract with all firms Second: Gregg seconded the motion Vote: 3-0 vote, unanimous				

Selection Committee Meeting (12/17/21) Oral Presentation Evaluation				
LARGE FIRMS	Gregg Harding	Jonathan Bilby	Victoria D'Angelo	<b>TOTAL SCORE</b>
MKSK, Inc.	1	1	1	3
DAG Architects, Inc.	2	2	3	7
Goodwyn, Mills, Cawood (GMC)	3	3	2	8
Motion: Victoria D'Angelo motioned for the Mayor to approve the ranking and enter into contract with all three firms. Second: Jonathon Bilby seconded the motion Vote: 3-0 vote, unanimous				

**FINAL VENDOR REFERENCE LIST**  
**PROFESSIONAL ARCHITECTURAL AND URBAN DESIGN CONSULTING SERVICES**  
**FOR DEVELOPMENT AND REDEVELOPMENT PROJECTS & INITIATIVES**  
**COMMUNITY REDEVELOPMENT AGENCY**

Vendor	Name	Address	City	St	Zip Code	SMWBE
049093	ARCHITECTURAL AFFAIRS INC	105 EAST DESOTO STREET	PENSACOLA	FL	32501	
070194	ASSOCIATED SPACE DESIGN DBA ASD/SKY	4810 WEST NINE MILE ROAD	PENSACOLA	FL	32526	
026973	ATKINS NORTH AMERICA INC	P O BOX 409357	ATLANTA	GA	30384	
079924	B & A ARCHITECTURAL GROUP, INC	4030 ARBUTUS DRIVE	PENSACOLA	FL	32504	Y
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	
035802	BAY DESIGN ASSOCIATES	720 BAYFRONT PARKWAY STE 200	PENSACOLA	FL	32502	Y
000058	BULLOCK-TICE ASSOCIATES	909 EAST CERVANTES ST STE B	PENSACOLA	FL	32501	
003039	CALDWELL ASSOCTES ARCHTCTS INC	116 NORTH TARRAGONA STREET	PENSACOLA	FL	32502	Y
081667	CCR ARCHITECTURE & INTERIORS	2920 1ST AVENUE SOUTH	BIRMINGHAM	AL	35233	
026000	DAG ARCHITECTS INC	1223 AIRPORT ROAD	DESTIN	FL	32541	
057131	DALRYMPLE SALLIS ARCHITECTURE LLC	213 S BAYLEN STREET	PENSACOLA	FL	32502	
065729	DELL CONSULTING	129 EAST GOVERNMENT STREET	PENSACOLA	FL	32502	Y
068056	DEWBERRY ENGINEERS INC	8401 ARLINGTON BOULEVARD	FAIRFAX	VA	22031	
024204	FABRE ENGINEERING INC DBA FABRE ENGINEERING & SURVEYING	119 GREGORY SQUARE	PENSACOLA	FL	32502	Y
040956	FITZPATRICK, DAVID W PE, PA	10250 N PALAFOX STREET	PENSACOLA	FL	32534	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
045234	GOODWYN MILLS & CAWOOD INC	P O BOX 242128	MONTGOMERY	AL	36124	
046524	GREENMAN-PEDERSEN INC	2929 LANGLEY AVENUE SUITE 203	PENSACOLA	FL	32504	
060768	GULF CIVIL ENGINEERING LLC	2940 BAYVIEW WAY	PENSACOLA	FL	32503	Y
028628	GULF COAST ENVIRONMENTAL & ENGINEERING INC	P O BOX 12623	PENSACOLA	FL	32574	
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
049076	HAMMOND ENGINEERING, INC	3802 NORTH "S" ST.	PENSACOLA	FL	32505	
026222	HDR ENGINEERING INC	P O BOX 74008202	CHICAGO	IL	60674	
019764	HEFFERNAN HOLLAND MORGAN ARCHITECT PA	312 S ALCANIZ ST	PENSACOLA	FL	32501	
027373	HERNANDEZ & SWIFT ASSOCIATES INC	1630 BALIHAI COURT	GULF BREEZE	FL	32563	
045631	HERNANDEZ CALHOUN DESIGN INTL	420 NORTH PALAFOX STREET	PENSACOLA	FL	32501	Y
067511	INFRASTRUCTURE ENGINEERS INC	3182 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
054641	JERRY PATE DESIGN INC	301 SCHUBERT DRIVE	PENSACOLA	FL	32504	Y
067283	JOE DEREUIL ASSOCIATES LLC	301 WEST CERVANTES STREET	PENSACOLA	FL	32501	Y
032824	KENNETH HORNE & ASSOCIATES	7201 NORTH 9TH AVENUE SUITE 6	PENSACOLA	FL	32504	Y
028242	KIMLEY HORN & ASSOCIATES INC	PO BOX 33068	RALEIGH	NC	27636	
043865	KUNZE JR, CHARLES EDWARD	25 W CEDAR STE 214	PENSACOLA	FL	32502	
000436	LARRY M JACOBS & ASSOC INC	328 E GADSDEN ST	PENSACOLA	FL	32501	Y
059406	MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	
078157	MCKIM & CREED INC	1730 VARSITY DRIVE SUITE 500	RALEIGH	NC	27606	
082807	MKSK INC	504 RHETT STREET	GREENVILLE	SC	29601	
045220	MEP ENGINEERING SOLUTIONS INC	217 EAST INTENDENCIA ST	PENSACOLA	FL	32501	
036709	MOTT MACDONALD FLORIDA	P O BOX 358061	PITTSBURG	PA	15251	
081060	MULLINS LLC	41 N JEFFERSON ST	PENSACOLA	FL	32502	
068489	ONESOURCEPCS LLC	1805 CREIGHTON ROAD SUITE 1	PENSACOLA	FL	32504	Y
049009	PARRIS CONSTRUCTION CO LLC	P O BOX 6338	PENSACOLA	FL	32503	Y
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	

**FINAL VENDOR REFERENCE LIST  
PROFESSIONAL ARCHITECTURAL AND URBAN DESIGN CONSULTING SERVICES  
FOR DEVELOPMENT AND REDEVELOPMENT PROJECTS & INITIATIVES  
COMMUNITY REDEVELOPMENT AGENCY**

Vendor	Name	Address	City	St	Zip Code	SMWBE
023075	PETERSON ENGINEERING INC	75 SOUTH 'F' STREET	PENSACOLA	FL	32501	Y
042176	PINDER MARTIN ASSOCIATES INC	1001 N 12TH AVE	PENSACOLA	FL	32501	Y
055283	PLANENG INC	501 FITZGERALD ST	PENSACOLA	FL	32505	
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
065824	PRIME AE GROUP INC	2510 WEST CERVANTES STREET	PENSACOLA	FL	32505	
017263	QUINA GRUNDHOEFER ARCHITECTS	400 WEST ROMANA STREET	PENSACOLA	FL	32502	Y
051061	REBOL-BATTLE & ASSOCIATES LLC	2301 NORTH 9TH AVENUE SUITE 3	PENSACOLA	FL	32503	Y
069116	RJH & ASSOCIATES INC	215 GRAND BLVD STE 102	MIRAMAR BCH	FL	32550	Y
024578	SAM MARSHALL ARCHITECTS	325 SOUTH PALAFOX ST	PENSACOLA	FL	32502	Y
042209	SCHMIDT DELL ASSOCIATES INC	40 S PALAFOX PLACE STE 300	PENSACOLA	FL	32502	Y
081668	SEAY SEAY AND LITCHFIELD PC	13 PALAFOX PLACE SUITE 200	PENSACOLA	FL	32502	
059180	SIGMA CONSULTING GROUP INC	3298 SUMMIT BOULEVARD SUITE 32	PENSACOLA	FL	32503	
037798	STOA INT'L/FLORIDA INC DBA STOA ARCHITECTS	121 EAST GOVERNMENT ST	PENSACOLA	FL	32502	
020070	STROBEL & HUNTER INC	715 EAST GADSDEN ST	PENSACOLA	FL	32501	Y
042009	THOMPSON ENGINEERING	6706-C PLANTATION BLVD	PENSACOLA	FL	32504	
067875	TIERRA	1300 WEST MAIN STREET	PENSACOLA	FL	32501	
027442	TODD, EDDIE S JR ARCHITECT	P O BOX 17623	PENSACOLA	FL	32522	
046225	TOWNES + ARCHITECT PA	2421 NORTH 12TH AVENUE	PENSACOLA	FL	32503	Y
071928	TSW	1447 PEACHTREE ST NE STE 850	ATLANTA	GA	30309	
038546	VOLKERT INC	P O BOX 11407	BIRMINGHAM,	AL	35246	
066549	WELLS, JAMES E III &SAMANTHA M W3 ENGINEERING INC	557 NORTHCREEK CIRCLE	PENSACOLA	FL	32514	
081666	YURO & ASSOCIATES LLC	145 HILDEN ROAD SUITE 108	PONTE VEDRA	FL	32081	

Vendors: 64



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00052

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Ann Hill

**SUBJECT:**

DISTRICTING COMMISSION PROPOSED PLAN FOR DIVIDING THE CITY INTO DISTRICTS FOR THE ELECTION OF COUNCIL MEMBERS.

**RECOMMENDATION:**

That City Council approve the proposed districting plan submitted by the Districting Commission.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In accordance with City Charter Section 6.08. Council Districts, the following activities took place:

- City Council established the Districting Commission
- The Districting Commission, working with the Supervisor of Elections Office met and developed a proposed plan
- The proposed plan was made available to the public for inspection and comment
- The Commission held a public hearing and approved the districting plan
- The Commission hereby submits its proposed plan to City Council

Due to a delay in receiving census information, and in accordance with City Charter Section 6.08 (6), City Council passed Ordinance No. 10-21 shortening the time periods provided for districting commission action and developed a timeline for the Commission's work.

During the process, the Commission hired outside counsel to assist them; the firms of Clark-Partington and the Pittman Law firm were engaged as this counsel.

**PRIOR ACTION:**

May 13, 2021 - City Council made appointments to the Districting Commission

May 27, 2021 - City Council passed Ordinance No. 10-21 -- Establishing a process and schedule for

the Districting Commission to submit a plan for the redistricting of the City Council boundaries for the November 8, 2022, General Election

July 7, 2021 - Districting Commission met - Organizational and Educational meeting

August 4, 2021 - Districting Commission met

September 1, 2021 - Districting Commission met

September 22, 2021 - Districting Commission met

October 13, 2021 - Districting Commission met

November 3, 2021 - Districting Commission met

December 15, 2021 - Districting Commission conducted a Public Hearing and approved Proposed Plan

January 6, 2022 - Districting Commission met and approved an amendment to the Proposed Plan (the adjustment of three census blocks (70 citizens))

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Districting Commissions Proposed Plan - Map
- 2) Data Analysis Districting Commission Proposed Plan 01-06-22
- 3) Data Analysis Districting Commission Proposed Plan
- 4) Proposed Council District 1 - Final
- 5) Proposed Council District 2 - Final
- 6) Proposed Council District 3 - Final
- 7) Proposed Council District 4 - Final
- 8) Proposed Council District 5 - Final
- 9) Proposed Council District 6 - Final
- 10) Proposed Council District 7 - Final
- 11) Ord. No. 10-21
- 12) Redistricting Time Line

- 13) Proposed Council District 7 - Final
- 14) Ord.No.10-21
- 15) Redistricting Time Line

**PRESENTATION:** Yes





# Data analysis from 01/06/2022 Districting Commission Proposed City of Pensacola Redistricting Map

Ideal City District Population = 7,759

5% of Ideal City District Population = 388

Range of District Populations Within +/- 5% = 7,371 – 8,147

<u>District</u>	<u>Population</u>	<u>+/- from ideal</u>	<u>% +/- from Ideal</u>
D1	7,714	- 45	- 0.58%
D2	7,787	+ 28	+0.36%
D3	7,619	- 140	- 1.82%
D4	7,751	- 8	- .10%
D5	8,022	+ 263	+ 3.33%
D6	7,762	+ 3	+ 0.038%
D7	7,657	- 102	- 1.32%

**Proposed City Council District 1 Boundary Description:**

Begin at the centerline intersection of N 9<sup>th</sup> Avenue and Bayou Boulevard; thence easterly along the centerline of Bayou Boulevard to the centerline intersection of Bayou Boulevard and N 12<sup>th</sup> Avenue; thence easterly and northerly along Bayou Boulevard to the centerline intersection of Bayou Boulevard and Summit Boulevard; thence easterly along the eastbound lane of Summit Boulevard to the intersection of Summit Boulevard and the northwest corner of Census Block 4003 of census tract 10.01 of Escambia County Florida per the official map of the 2020 United States Census; thence easterly along the northern line of said census block 4003 to the intersection of the northern line of said census block 4003 and the westbound lane of Summit Boulevard; thence easterly along the westbound lane of Summit Boulevard to the intersection of the westbound lane of Summit Boulevard and Goya Drive; thence northerly and easterly along Goya Drive to the centerline intersection of Goya Drive and Blueridge Drive; thence westerly along Blueridge Drive to the intersection of Blueridge Drive and Rommitch Lane; thence northerly and easterly along Rommitch Lane to the centerline intersection of Rommitch Lane and Arizona Drive; thence westerly along Arizona Drive to the northeast corner of Census Block 3005 of census tract 11.01 of Escambia County Florida per the official map of the 2020 United States Census; thence westerly following the northern line of said census block to the intersection with Silverleaf Drive; thence westerly along Silverleaf Drive to the centerline intersection of Silverleaf Drive and Spanish Trail Road; thence northerly and easterly along Spanish Trail Road to the centerline intersection of Spanish Trail Road and Bonway Drive and the City Limits Line of the City of Pensacola; thence westerly and northerly along the City Limits Line to the intersection of the City Limits Line of the City of Pensacola and the northeast corner of Census Block 2018 of census tract 35.06 of Escambia County Florida per the official map of the 2020 United States Census; thence westerly along the northern line of said census block 2018 to the intersection of the northern line of said census block 2018 and N 9<sup>th</sup> Avenue; thence southerly along N 9<sup>th</sup> Avenue to the northwest corner of Census Block 2009 of census tract 11.01 of Escambia County Florida per the official map of the 2020 United States census; thence southwestwesterly along the western line of said census block 2009 to the intersection of the western line and the City Limits Line of the City of Pensacola, thence southerly, westerly and northerly along the City Limits Line to the intersection of the City Limits Line and N 9<sup>th</sup> Avenue; thence southwestwesterly along N 9<sup>th</sup> Avenue to the point of beginning.

## **Proposed City Council District 2 Boundary Description:**

Begin at the centerline intersection of N 9<sup>th</sup> Avenue and John Carroll Drive; thence westerly along John Carroll Drive to the northwest corner of Census Block 2031 of census tract 12.02 of Escambia County Florida per the official map of the 2020 United States Census; thence southerly along the western line of said census block 2031 to the intersection of said census block 2031 and the City Limits Line of the City of Pensacola; then easterly, southerly and westerly along the City Limits Line to the intersection of the City Limits Line and Langley Avenue; thence westerly, northerly, easterly, and southerly following the City Limits Line to the intersection of the City Limits Line and the northwest corner of Census Block 2018 of census tract 35.06 of Escambia County Florida per the official map of the 2020 United States Census; thence southerly along the western line of said census block 2018 to the intersection of said census block 2018 and N 9<sup>th</sup> Avenue; thence southerly along N 9<sup>th</sup> Avenue to the point of beginning.

And also begin at the centerline intersection of N 9<sup>th</sup> Avenue and Bayou Boulevard; thence southeasterly along Bayou Boulevard to the centerline intersection of Bayou Boulevard and N 12<sup>th</sup> Avenue; thence southwesterly along N 12<sup>th</sup> Avenue to the southeast corner of Census Block 2000 of census tract 13 of Escambia County Florida per the official map of the 2020 United States Census; thence westerly along the southern line of said census block 2000 to the intersection of said southern line and E Fairfield Drive; thence southwesterly along E Fairfield Drive to the centerline intersection of E Fairfield Drive and N 9<sup>th</sup> Avenue; thence northerly along N 9<sup>th</sup> Avenue to the centerline intersection of N 9<sup>th</sup> Avenue and Royce Street; thence westerly along Royce Street to the City Limits Line of the City of Pensacola; thence northerly, westerly, easterly and southerly following the City Limits Line to the centerline intersection of the City Limits Line, N 9<sup>th</sup> Avenue and Underwood Avenue; thence southerly along N 9<sup>th</sup> Avenue to the northwest corner of Census Block 2040 of census tract 11.01 of Escambia County Florida per the official map of the 2020 United States Census; thence easterly along the northern line of said census block 2040; thence southerly along the eastern line of said census block 2040; thence westerly along the southern line of said census block 2040 to the intersection of said southern line of said census block 2040 and N 9<sup>th</sup> Avenue; thence southerly along N 9<sup>th</sup> Avenue to the point of beginning.

### **Proposed City Council District 3 Boundary Description:**

Begin at the centerline intersection of Spanish Trail Road and the westbound lane of Summit Boulevard; thence easterly along the westbound lane of Summit Boulevard to the centerline intersection of Summit Boulevard and Goya Drive; thence northerly along Goya Drive to the centerline intersection of Goya Drive and Blueridge Drive; thence westerly along Blueridge Drive to the centerline intersection of Blueridge Drive and Rommitch Lane; thence northerly along the centerline of Rommitch Lane to the centerline intersection of Rommitch Lane and Arizona Drive; thence westerly along Arizona Drive to the southeastern corner of Census Block 1018 of census tract 11.01 of Escambia County Florida per the official map of the 2020 United States Census; thence westerly along the southern line of said census block 1018 to the intersection of census block 1018 and Silverleaf Drive; thence westerly along Silverleaf Drive to the centerline intersection of Silverleaf Drive and Spanish Trail Road; thence northerly along Spanish Trail Road to the southwestern corner of Census Block 1004 of census tract 11.03 of Escambia County Florida per the official map of the 2020 United States Census; thence northerly along the western line of said census block 1004 to the City Limits Line of the City of Pensacola; thence easterly along the City Limits line to the shoreline of Pensacola Bay; thence southerly, easterly, and westerly along the shoreline of Pensacola Bay to the southeast corner of Census Block 1017 of census tract 10.01 of Escambia County Florida; thence westerly along the southern line of said census block 1017 to the intersection of said western line and the westbound lane of Hyde Park Road and the centerline intersection of the westbound lane of Hyde Park Road and Scenic Highway; thence southerly along Scenic Highway to the eastbound lane of Hyde Park Road; thence westerly along the eastbound lane of Hyde Park Road to the centerline intersection of Hyde Park Road and Hyde Park Place; thence northerly along Hyde Park Place to the westbound lane of Hyde Park Road; thence westerly along the westbound lane of Hyde Park Road to the centerline intersection of Hyde Park Road and Bayou Boulevard; thence northerly and westerly along Bayou Boulevard to the centerline intersection of Bayou Boulevard and the northbound lane of Firestone Boulevard; thence northerly along the northbound lane of Firestone Boulevard to the intersection of the northbound lane of Firestone Boulevard and Summit Boulevard; thence easterly along Summit Boulevard to the point of beginning.

**Proposed City Council District 4 Boundary Description:**

Begin at the centerline intersection of N 18<sup>th</sup> Avenue and E Baars Street; thence southerly along the centerline of N 18<sup>th</sup> Avenue to the centerline intersection of N 18<sup>th</sup> Avenue and E Cross Street; thence easterly along the centerline of E Cross Street to the centerline intersection of N 19<sup>th</sup> Avenue and E Cross Street; thence southerly along the centerline of N 19<sup>th</sup> Avenue to the centerline intersection of N 19<sup>th</sup> Avenue and the westbound lane of Lakeview Avenue; thence easterly along the westbound lane of E Lakeview Avenue to the the centerline intersection of E Lakeview Avenue and Yates Avenue; thence southerly along Yates Avenue to the centerline intersection of Yates Avenue and East Mallory Street and the northern line of Census Block 2035 of census tract 9 of Escambia County Florida per official map of the 2020 United States Census; thence easterly along the northern line of said census block 2035 to the western shoreline of Bayou Texar; thence southerly along the western shoreline of Bayou Texar to the intersection of the shoreline of Bayou Texar and E Cervantes Street; thence easterly following the E Cervantes Street Bridge to the eastern shoreline of Bayou Texar; thence easterly to the northwest corner of Census Block 1009 of census tract 10.02 of Escambia County Florida per the official map of the 2020 United States Census; thence southerly and westerly along the western line of said census block 1009 to the southern line of said census block 1009; thence easterly along the southern line of said census block 1009 to the intersection of the northeast corner of said census block 1009 and E Lee Street; thence easterly to the shoreline of Pensacola Bay; thence northerly along the shoreline of Pensacola Bay to the northeast corner of Census Block 2003 of census tract 10.02 of Escambia County, Florida per official map of the 2020 United States Census; thence westerly along the northern line of said census block 2003 to the intersection of the northern line of said census block 2003 and Scenic Highway; thence southerly along Scenic Highway to the centerline intersection of Scenic Highway and the eastbound lane of Hyde Park Road; thence westerly along the eastbound lane of Hyde Park Road to the intersection of Hyde Park Road and Hyde Park Place; thence westerly along the westbound lane of Hyde Park Road to the centerline intersection of Hyde Park Road and Bayou Boulevard; thence northerly and westerly along Bayou Boulevard to the centerline intersection of Bayou Boulevard and the northeast bound lane of Firestone Boulevard; thence northerly and easterly along the northeast bound lane of Firestone Boulevard to the centerline intersection of Firestone Boulevard and Summit Boulevard; thence westerly and northerly along the centerline of the northwest bound lane of Summit Boulevard to the northeast corner of Census Block 4005 of census tract 10.01 of Escambia County, Florida per official map of the 2020 United States census; thence westerly along the northern line of said census block 4005 to the northwest corner of Census Block 4006 of census tract 10.01 of Escambia County Florida per official map of the 2020 United States Census; thence westerly along the northern line of said census block 4006 to the centerline intersection of Summit Boulevard and N 12<sup>th</sup> Avenue; thence westerly and southerly along N 12<sup>th</sup> Avenue to the centerline intersection of N 12<sup>th</sup> Avenue and Texar Drive; thence easterly along the centerline of Texar Drive to E Texar Drive; thence easterly along the centerline of E Texar Drive to the centerline intersection of E Texar Drive and N 18<sup>th</sup> Avenue; thence

southerly along N 18<sup>th</sup> Avenue to the centerline intersection of N 18<sup>th</sup> Avenue and E Baars Street; thence westerly along E Baars Street to the point of beginning.

**Proposed City Council District 5 Boundary Description:**

Begin at the centerline intersection of US Highway 29 and W Yonge Street; thence southerly along the centerline of US Highway 29 to the centerline intersection of US Highway 29 and E Blount Street; thence easterly along E Blount Street to the centerline intersection of E Blount Street and N 19<sup>th</sup> Avenue; thence northerly along the centerline of N 19<sup>th</sup> Avenue to the centerline intersection of N 19<sup>th</sup> Avenue and E Cross Street; thence westerly along the centerline of E Cross Street to the centerline intersection of N 18<sup>th</sup> Avenue and E Cross Street; thence northerly along N 18<sup>th</sup> Avenue to the centerline intersection of N 18<sup>th</sup> Avenue and E Texar Drive; thence westerly along E Texar Drive to the centerline intersection of E Texar Drive and N 12<sup>th</sup> Avenue; thence northerly along the centerline of N 12<sup>th</sup> Avenue to the intersection of N 12<sup>th</sup> Avenue and the northern line of Census Block 2010 of census tract 13 of Escambia County Florida per official map of the 2020 United States Census; thence southwesterly along the northern line of said census block 2010 to the intersection of the northern line of census block 2010 and E Fairfield Drive; thence westerly along E Fairfield Drive to the centerline intersection of E Fairfield Drive and N 9<sup>th</sup> Avenue; thence northerly along N 9<sup>th</sup> Avenue to the centerline intersection of N 9<sup>th</sup> Avenue and Royce Street; thence westerly along Royce Street to the intersection of Royce Street and the City Limits Line of the City of Pensacola; thence westerly, northerly, easterly and southerly following the City Limits Line of the City of Pensacola to the intersection of the City Limits Line and the northwest corner of Census Block 1049 of census tract 16 of Escambia County Florida per the official map of the 2020 United States Census and US Highway 29; thence southerly along US Highway 29 to the point of beginning.

### **Proposed City Council District 6 Boundary Description:**

Begin at the centerline intersection of N Devillers Street, W Lee Street, and N A Street; thence northerly along the centerline of N A Street to the intersection of North A Street and the southernmost point of Census Block 1053 of census tract 16 of Escambia County, Florida per official map of the 2020 United States Census; thence westerly along the southern line of said census block 1053 to the intersection of said census block 1053 and the City Limits line of the City of Pensacola, thence westerly, northerly, southerly and easterly along the City Limits line of the City of Pensacola to the centerline intersection of the City Limits line, the northwestern corner of Census Block 1060 of census tract 16 of Escambia County, Florida per official map of the 2020 United States Census, and US Highway 29; thence southerly along the centerline of US Highway 29 to the centerline intersection of US Highway 29 and E Blount Street; thence easterly along the westbound lane of E Blount Street to the centerline intersection of E Blount Street and N 19<sup>th</sup> Avenue; thence northerly along the centerline of N 19<sup>th</sup> Avenue to the intersection of N 19<sup>th</sup> Avenue and E Lakeview Avenue; thence easterly along the westbound lane of E Lakeview Avenue to the centerline intersection of E Lakeview Avenue and Yates Avenue; thence southerly along Yates Avenue to the centerline intersection of Yates Avenue and E Mallory Street; thence west along the centerline of E Mallory Street to the shoreline of Bayou Texar; thence southerly along the western shoreline of Bayou Texar to the intersection of the shoreline of Bayou Texar and the northern line of Census Block 1028 of census tract 9 of Escambia County, Florida per the official map of the 2020 United States Census; thence easterly along the northern line of said census block 1028 to the northwesternmost corner of Census Block 1008 of census tract 10.02 of Escambia County, Florida; thence easterly along the northern line of said census block 1008 to the eastern shoreline of Bayou Texar; thence southerly and westerly along the eastern shoreline of Bayou Texar to the northwestern corner of Census Block 1055 of census tract 10.02 of Escambia County, Florida per the official map of the 2020 United States Census; thence easterly along the northern line of said census block 1055 to the northeasternmost corner of said census block 1055; thence southerly along the eastern line of said census block 1055 to the shoreline of Pensacola Bay; thence southerly, westerly, northerly following the shoreline of Pensacola Bay to the intersection of the shoreline of Pensacola Bay and the western line of Census Block 1108 of census tract 1 of Escambia County, Florida per the official map of the 2020 United States Census; thence northerly along the western line of said census block 1108 to the intersection of the western line of said census block 1108 and the centerline of S A Street and the centerline of W Main Street; thence westerly along the centerline of W Main Street to the centerline intersection of W Main Street and S Reus Street; thence northerly along the centerline of S Reus Street to the intersection of S Reus Street and N Reus Street; thence northerly along N Reus Street to the centerline intersection of N Reus Street and W Garden Street; thence westerly along W Garden Street to the centerline intersection of W Garden Street

and S A Street; thence northerly along S A Street to N A Street; thence northerly along N A Street to the point of beginning.

**Proposed City Council District 7 Boundary Description:**

Begin at the centerline intersection of W Hernandez Street and N A Street; thence southerly along North A Street to the centerline intersection of W Garden Street and North A Street; thence easterly along said centerline of W Garden Street to the centerline intersection of W Garden Street and S Reus Street; thence southerly along S Reus Street to the centerline intersection of S Reus Street and the westbound lane of W Main Street; thence westerly along the westbound lane of W Main Street to the intersection of W Main Street and South A Street and the eastern line of Census Block 1093 of census tract 3 of Escambia County per official map of the 2020 United States Census; thence southerly following the eastern line of said census block 1093 to the intersection of the eastern line of said census block 1093 and the shoreline of Pensacola Bay; thence southerly, westerly, northerly, easterly along the shoreline of Pensacola Bay to the intersection of the shoreline of Pensacola Bay and the shoreline of Bayou Chico; thence westerly and northerly along the shoreline of Bayou Chico to the intersection with the City Limits Line of the City of Pensacola; thence northerly, westerly, southerly and easterly along the City Limits Line of the City of Pensacola to the intersection of the City Limits Line of the City of Pensacola and the northern line of Census Block 2056 of census tract 18 of Escambia County, Florida per official map of the 2020 United States Census; thence southerly along the eastern line of said census block 2056 to the intersection of the eastern line of census block 2056 and N A Street; thence southerly along N A Street to the point of beginning.

PROPOSED  
ORDINANCE NO. 21-21

ORDINANCE NO. 10-21

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; ESTABLISHING A PROCESS AND A SCHEDULE FOR THE DISTRICTING COMMISSION TO SUBMIT PLAN FOR THE REDISTRICTING OF CITY COUNCIL BOUNDARIES FOR THE NOVEMBER 8, 2022 GENERAL ELECTION; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 6.08(b)(3) of the charter requires the city council to appoint a districting commission no later than one year and five months before the first general election of the city council after each federal decennial census for the purpose of redrawing the council district boundaries where necessary; and

WHEREAS, section 6.08(c) of the charter provides for the powers and duties of the districting commission; including a time frame for holding public hearings, making its plan available for public inspection, and submission to the city council not less than one year before the first general election of the city council after each decennial census; and

WHEREAS, the city has been informed that there will be a delay in the receipt of the results of the 2020 decennial census, necessitating an adjustment by the city council in the schedule for the districting commission to perform its duties; and

WHEREAS, section 6.08(c)(6) of the charter provides that in any year that population figures are not available at least one year and five months before the first general election following the decennial census, the city council may, by local law, shorten the time periods provided for districting commission action required by the charter; and

WHEREAS, the city council finds that it is necessary to adopt this ordinance pursuant to section 6.08(c)(6) in order to shorten the time frame for districting commission action;

**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. Amended schedule for districting commission action.

- (a) The deadline for the districting commission to hold one or more public hearings and to make its plan available for public inspection before it submits its plan to city council shall remain as provided in section 6.08(c)(2).
- (b) The districting commission shall submit its plan to the city council not less than ten (10) months in advance of the first general election of the city council after the decennial census, which deadline is January 7, 2022.
- (c) The districting commission plan shall be deemed adopted by the city council unless disapproved by the council within three (3) weeks of the plan submission to the council or by January 19, 2022, whichever is earlier, by the vote of the majority of all members of the city council. If the city council fails to adopt the plan, it shall return the plan to the districting commission with its objections and the objections of individual councilmembers.
- (d) Upon rejection of the plan by the city council, the districting commission shall prepare a revised plan and shall submit such revised plan to the city council no later than February 8, 2022. Such revised plan shall be deemed adopted by the city council unless disapproved within two (2) weeks by the vote of two-thirds of all councilmembers and unless, by a vote of two-thirds of all councilmembers, the city council votes to file a petition in the circuit court in and for Escambia County for determination that the plan fails to meet the requirements of the charter. The city council shall file its petition no later than ten (10) days after its disapproval of the plan. Upon a final determination upon appeal, if any, that the plan meets the requirements of the charter, the plan shall be deemed adopted by the city council and the commission shall deliver the plan to the city clerk. The plan delivered to the city clerk shall include a map and description of the districts.

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

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

SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: May 27, 2021

Approved: Jared Max  
President of City Council

Attest:

 Michelle L. Burnett  
City Clerk

CITY CLERKS OFFICE - LEGAL ADS  
222 W MAIN ST

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida  
County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE OF PROPOSED ORDINA

as published in said newspaper in the issue(s) of:

05/17/21

Affiant further says that the said Pensacola News Journal is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 7th of June 2021, by legal clerk who is personally known to me

Amy Kohott  
Affiant  
Vicky Felty  
Notary Public State of Wisconsin, County of Brown  
979-21

My commission expires

# of Affidavits: 1

Publication Cost: \$288.90  
Ad No: 0004732243  
Customer No: PNJ-25615500

VICKY FELTY  
Notary Public  
State of Wisconsin

This is not an invoice

NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinance Nos. 16-21 and 21-21 were presented to the City Council of the City of Pensacola for first reading on Thursday, May 13, 2021 and will be presented for final reading and adoption on Thursday, May 27, 2021 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

Members of the public may attend the meeting in person. Members of the public may also attend and participate or via live stream and/or phone as follows: To watch the meeting live visit: cityofpensacola.com/428/Live-Meeting-Video.

To provide input:  
• For Leroy Boyd Forum, for items not on the agenda: citizens may submit an online form here: https://www.cityofpensacola.com/cinput. beginning at 3:00 P.M. until 5:30 P.M. only to indicate they wish to speak during Leroy Boyd Forum and include a phone number. Staff will call the person at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone.

• For agenda items, proposed ordinance items: citizens may submit an online form here: https://www.cityofpensacola.com/cinput. beginning at 3:00 P.M. until that agenda item has been voted upon to indicate they wish to speak to a specific item on the agenda and include a phone number. Staff will call the person at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone. Any form received after an agenda item has been voted upon will not be considered.

The title(s) of the proposed ordinance(s) are as follows:

P.O. #16-21:

AN ORDINANCE AMENDING SECTION 9-5-72 AND CREATING CHAPTER 9-10, SECTION 9-10-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; IMPLEMENTING RATED FIREIGHTER COLLECTIVE BARGAINING AGREEMENT PROVISIONS; PROHIBITING ADDITIONAL FUNDING OF THE FIREIGHTERS' DEFERRED COMPENSATION PLAN; PROVIDING FIREIGHTER PENSION BENEFITS SUPPLEMENTAL TO BENEFITS PROVIDED BY STATE STATUTE; AMENDING SPOUSAL AND WIDOW/WIDOWER BENEFITS; AMENDING DEFINITION OF COMPENSATION; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

P.O. #21-21:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; ESTABLISHING A PROCESS AND A SCHEDULE FOR THE DISTRICTING COMMISSION TO SUBMIT PLAN FOR THE REDISTRICTING OF CITY COUNCIL BOUNDARIES FOR THE NOVEMBER 8, 2022 GENERAL ELECTION; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A copy of proposed ordinances may be inspected by the public by calling the City Clerk's office to request a copy, or on-line with the agenda package on the City's website: https://pensacola.legistar.com/Calendar.aspx. Interested parties may be physically present at the meeting to participate (as indicated above) or may attend and participate via live stream and/or phone as (as indicated above) and be heard with respect to the proposed ordinances.

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

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

CITY OF PENSACOLA, FLORIDA  
By: Ericka L. Burnett, City Clerk

Legal No. 4732243

1T

5/17/2021

## Resetting Districting Commission Deadlines

	Ordinance	
	Version 1	Version 2
<b>Formation of districting commission</b>	June 8, 2021 <sup>1</sup>	June 8, 2021
<b>Orientation and education meetings of districting commission</b>	June 9 – Sept 30, 2021	June 9 – Sept 30, 2021
<b>Receipt of census data</b>	September 30, 2021 <sup>2</sup>	September 30, 2021
<b>Districting commission meetings to create the plan</b>	Oct 1 – Nov 6, 2021	Oct 1 – Oct 13, 2021
<b>Public inspection</b>	November 7, 2021 <sup>3</sup>	October 13, 2021 <sup>4</sup>
<b>Public hearing</b>	December 7, 2021 <sup>5</sup>	November 13, 2021 <sup>6</sup>
<b>Submit to City Council</b>	January 7, 2022 <sup>7</sup>	December 13, 2021 <sup>8</sup>
<b>Approved/disapproved by Council</b>	within three weeks of submission or January 19, 2022, whichever is earlier	within four weeks of submission (January 10, 2022 if submitted on December 13, 2021)
<b>Revised plan if disapproved</b>	February 8, 2022	January 28, 2022

<sup>1</sup> Required by the Charter sec. 6.08(b)(3).

<sup>2</sup> Currently, the Census bureau is anticipating it will release population figures by September 30, 2021.

<sup>3</sup> The public shall have a right to inspect the plan no less than one month before the public hearing. (Charter sec. 6.08(c)(2)).

<sup>4</sup> See footnote 3.

<sup>5</sup> Public hearing to be held no less than one month before submission of the plan to the City Council. (Charter sec. 6.08(c)(2)).

<sup>6</sup> See footnote 5.

<sup>7</sup> The first Friday in January 2022 and ten (10) months prior to the general election, thus potentially thirteen (13) days before the January council meeting (if only one meeting is held in January on the third Thursday of the month).

<sup>8</sup> The Monday for the agenda conference meeting in December 2021.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00053

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Teniadé Broughton

**SUBJECT:**

**PUBLIC HEARING:** PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE SECTION 12-3-31 - COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY

**RECOMMENDATION:**

That City Council conduct a Public Hearing on January 20, 2022, to consider proposed amendments to Land Development Code Section 12-3-31.

**HEARING REQUIRED:** Public

**SUMMARY:**

The Community Redevelopment Agency's Urban Design Overlay District Standards were adopted by City Council in May 2019. The intent of adopting these design standards was to preserve and maintain the traditional walkable, urban form and character of Pensacola's community redevelopment area neighborhoods. At the December 2021 Planning Board meeting, the Board recommended the following amendments to the ordinance:

1. The creation of a modification process through abbreviated review. Applications will be reviewed for appropriateness by the CRA Urban Design Specialist, an architectural advisor appointed by City Council, and the chairperson for the redevelopment board of the specific district the application is within.
2. The existing glazing table has been replaced with a new table which reduces the requirement on residential secondary frontages to 15%, addresses multiple frontages on non-residential uses, and expands the "uses" to included "commercial" as well as "light industrial" and "storage" classifications.

Further, the Planning Board recommended that an amendment to the overlay to create a provision to encourage the preservation of heritage trees by permitting, by right, additional setbacks for the purpose of preservation be instead considered city-wide. This topic will be an agenda item for the January 2022 Planning Board meeting.

These three text amendments have been identified as the initial elements for revision. The need for additional modifications is being considered and will continue to be evaluated by Development Services staff, with guidance from the new Urban Design Specialist.

The Planning Board unanimously recommended approval of this amendment, and it carried 6 to 0.

**PRIOR ACTION:**

September 18, 2018 - The Planning Board held a public hearing and recommended adoption of the CRA Urban Design Standards.

January 15, 2019 - The CRA recommended that City Council adopt the CRA Urban Design Standards.

May 16, 2019 - City Council held a public hearing and approved Ordinance No. 10-19, creating the CRA Urban Design Overlay District on first reading.

May 30, 2019 - City Council adopted Ordinance No. 10-19, creating the CRA Urban Design Overlay District on second reading.

January 16, 2020 - City Council held a public hearing and approved on first reading an amendment redefining the boundary of the CRA Urban Design Overlay District.

February 13, 2020 - City Council adopted on second reading an amendment redefining the boundary of the CRA Urban Design Overlay District.

November 15, 2021 - The CRA referred revisions to the CRA Urban Design Overlay District Standards to the City of Pensacola Planning Board.

December 14, 2021 - The Planning Board recommended approval of revisions to the CRA Urban Design Overlay District Standards.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive  
David Forte, Deputy City Administrator - Community Development  
Sherry Morris, AICP, Development Services Director  
M. Helen Gibson, AICP, CRA Administrator

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 03-22
- 2) Planning Board Minutes 12-14-21 - Draft

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 03-22

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-3-31 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY DISTRICT STANDARDS; REVISING SECTION 12-3-31 (6) MODIFICATIONS AND APPEALS AND TABLE 12-3-31.12 GLAZING REQUIREMENTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-3-31 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-3-31. Community redevelopment area (CRA) urban design overlay district.

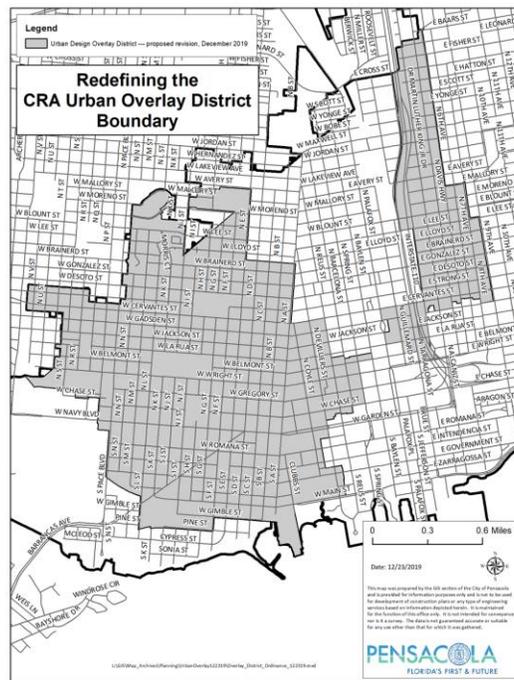
The regulations in this section shall be applicable to the community redevelopment area (CRA) urban design overlay district (CRAUDOD).

(1) *Intent.* The requirements set forth in this section are intended to:

- a. Preserve and maintain the urban pattern and architectural character of Pensacola's community redevelopment areas, while encouraging new construction that is compatible with that heritage, but also reflective of its time.
- b. Improve the physical appearance of the community redevelopment areas with urban design standards that provide more predictable results in terms of the form and character of buildings.
- c. Support the removal of blight within the community redevelopment areas by encouraging quality redevelopment.
- d. Support the future growth of the city, to ensure compatible and cohesive development, to remain resilient long-term, and to support the goals, objectives and policies of the city's comprehensive plan and community redevelopment area master plans.
- e. Coordinate the placement, orientation, and design of buildings to ensure a coherent and walkable streetscape and traditional urban character by creating well-defined street edges with continuous building walls, articulated facades, and architectural features that create visual interest and an attractive pedestrian environment.

- f. Capitalize on opportunities to attract and grow a variety of residential building types, retail, service, and cultural establishments to serve local needs, create regional attractions and a robust economic base.
  - g. Enable and encourage mixed-use development within the community redevelopment areas in support of viable and diverse locally-oriented business and cultural institutions.
  - h. Achieve context-based development and complete streets.
- (2) *Boundaries of the district.* The boundaries of the CRA urban design overlay district shall be as outlined on Figure 12-3-31.1. A more detailed map of the boundaries of the overlay is on file in the office of the city clerk.

FIGURE 12-3-31.1. CRA URBAN DESIGN OVERLAY DISTRICT BOUNDARIES



- (3) *Applicability.*
- a. These standards shall apply to all new construction within the CRA urban design overlay district. For purposes of this section, "new construction" includes construction on a parcel that is vacant or becomes vacant following demolition of an existing structure on the parcel; it also includes construction of a freestanding accessory building and ancillary improvements on a parcel, but does not include an addition to a current structure.
  - b. This section shall apply as an overlay to the underlying land development regulations. The land development regulations contained within this title shall apply unless pre-empted by this section. Where a conflict exists between this section and the underlying land development regulations, contained within this title, this section shall prevail.

- c. Standards, activated by "shall," are regulatory in nature, as defined within section 12-1-8 (general interpretative terms). Deviations from these standards shall only be permitted by variance in accordance with section 12-11-2 (appeals and variances).
  - d. Guidelines, activated by "should," are encouraged and recommended but not mandatory, as defined within section 12-1-8 (general interpretative terms). Developments subject to this overlay district are encouraged to incorporate them as appropriate in order to enhance and complement the built and natural environment. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.
  - e. Figures, tables and illustrations shall be interpreted as defined in section 12-1-8 (general interpretative terms) unless the context clearly indicates otherwise.
  - f. The provisions of this section are not intended to supersede, conflict with or replace any requirement in federal or state law pertaining to design, construction or accommodation requirements pertaining to persons with disabilities, and it is hereby declared to be the intent of the city that such requirements in federal or state law shall prevail over any provisions of this section to the extent of any conflict.
- (4) *Existing conditions.* Existing buildings and structures that do not conform to the requirements of this overlay district may be occupied, operated, repaired, renovated or otherwise continue in use in their existing nonconforming state unless demolished and rebuilt.
- (5) *Procedure for review.* All development regulated by this subsection shall be subject to the submission requirements contained within sections 12-11-5 (building permits), 12-3-120 (development plan requirements), and 12-3-121 (design standards and guidelines), as applicable. In addition to the plan submission requirements listed in sections 12-11-5 and 12-3-120, drawings illustrating compliance with this section shall be provided. Plans shall include drawings or sketches with sufficient detail to show, as far as they relate to exterior appearance, the architectural design of the building, including proposed materials, textures, and colors, and the plat plan or site layout, including all site improvements or features such as walls, fences, walkways, terraces, landscaping, accessory buildings, paved areas, signs, lights, awnings, canopies, screening, and other appurtenances. Facade and frontage yard types shall be specified along frontages in accordance with Table 12-3-31.10 (Facade Types) and Table 12-3-31.9 (Frontage Yard Types).
- (6) *Modifications and aAppeals and variances.* ~~Appeals and variances shall be subject to section 12-11-2 (appeals and variances).~~ The standards established in this section are intended to achieve the principles outlined in subsection (1). However, specific site features, physical barriers or easement, and challenging characteristics affiliated with a particular site or type of use may create conditions that make compliance with a specific standard impractical or undesirable. In such instances alternative design solutions that achieve the principles defined in

subsection 1 of this section may be considered. This section establishes the procedures for considering requests for a modification to the standards.

Modifications shall be approved through an abbreviated review process. This process shall require review by an architect advisor appointed by the City Council, the Chair of the applicable redevelopment board representing the redevelopment district for which the project is located and the Urban Design Specialist. City Council shall appoint two architects to serve as the architect advisor(s), a primary and an alternate. In the absence of the architect advisor or in the event of a conflict of interest, the alternate architect shall serve in the capacity of the architect advisor. The appointed architects shall not be employed by the same firm or have any other relationship that would constitute a conflict of interest between them.

1. Review shall consider the principles defined in subsection (1) of this section.
2. The decision to approve, deny or approve with modifications shall be based on the following considerations:
  - i. The physical conditions of the property such as flood plain, drainage or small or irregular lot shape making compliance to the specific standard physically impossible and this hardship is not created by the applicant; and/or
  - ii. If by its nature, including its function and intensity, the development constitutes a special use or presents a particular circumstance that causes challenges integrating into an urban, walkable, neighborhood environment; and
  - iii. The modification will not significantly impact adjacent property owners, the character of the area, traffic conditions, parking, public infrastructure, water quality, or other matters affecting the public health, safety and general welfare; and
  - iv. The modification will not result in a substantial departure from the key principles that buildings should:
    - (a) Front the street and be located close to the street edge
    - (b) Provide interest to those walking and biking past by avoiding blank walls
    - (c) Create a human-scaled street edge and add value to the walkability of streets
    - (d) Include key architectural features which reflect traditional neighborhood character
3. Appeals shall be referred to the Zoning Board of Adjustments.

(7) *Urban design standards and guidelines.*

a. *Building height.*

1. Intent. Within the overlay district, height for single-family residential types will be measured in feet and multifamily, mixed-use and nonresidential buildings will be measured in stories. Measuring height in stories rather than feet has numerous benefits which include:
  - i. To provide greater creativity for a natural variety of roof forms;
  - ii. To recognize the need of different users, as commercial floor plates are different than residential floor plates;
  - iii. To remove the incentive to create short floorplates, and instead encourage more gracious floor-to-ceiling heights for environmental health, without penalizing property owners; and
  - iv. To protect the historical proportions of Pensacola's community redevelopment areas.
2. Maximum building heights for principal and accessory buildings shall be as defined by the form standards in Tables 12-3-31.3 to 12-3-31.8.
3. Building height is measured as follows:
  - i. Where maximum height is specified, the measurement shall be taken from the finished grade at the front of the building.
  - ii. Building height shall be measured in feet for single-family residential types as defined in the form standards in Tables 12-3-31.3 to 12-3-31.8 and as follows:
    - (a) For pitched roof buildings, to the bottom of the lowest eave of the principal structure.
    - (b) For flat roof buildings, to the bottom of the parapet.
    - (c) Minimum floor to ceiling height in single-family residential types shall be nine feet per floor.
  - iii. Building height shall be measured in stories for multifamily, mixed-use and nonresidential buildings as follows:
    - (a) Multifamily buildings shall be limited by ground floor story and above ground story height in accordance with Table 12-3-31.1.

TABLE 12-3-31.1. MULTIFAMILY STORY HEIGHT REQUIREMENTS

Zoning Category	Ground Floor Story Height		Above Ground Story Height
	Max.	Min.	Max.
R-2A through C-3	16 ft.	12 ft.	14 ft.

(b) Mixed-use and nonresidential buildings shall be limited by ground floor story and above ground story height in accordance with Table 12-3-31.2.

TABLE 12-3-31.2. MIXED-USE/NONRESIDENTIAL STORY HEIGHT REQUIREMENTS

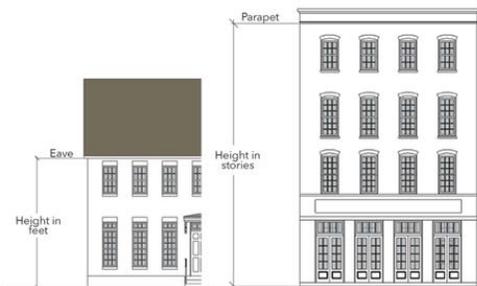
Zoning Category	Ground Floor Story Height		Above Ground Story Height
	Max.	Min.	Max.
R-1AAA through R-2A	16 ft.	12 ft.	14 ft.
R-NC, R-NCB and R-2	20 ft.	14 ft.	14 ft.
C-1, C-2, C-2A and C-3	24 ft.	14 ft.	14 ft.

(c) Stories are measured from finished floor to finished floor with the exception of one-story buildings that shall be measured floor to ceiling.

(d) Story heights that exceed the maximum permitted height specified in Tables 12-3-31.1 and 12-3-31.2 shall count as two stories. Height defined within this subsection shall not supersede height as defined by the Florida Building Code.

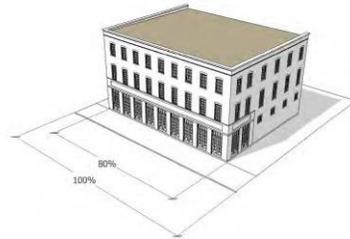
iv. See Illustration 12-3-3.1 for a depiction of height measurements in feet and stories.

ILLUSTRATION 12-3-3.1. MEASURING BUILDING HEIGHT



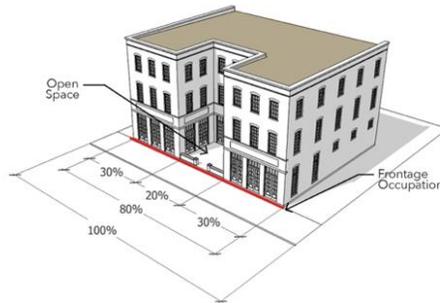
4. Parking garages shall not exceed the height of the principal building on the site. Parking garages shall not be subject to floor to floor height requirements according to subsection (7)a.3.iii of this section. Stand-alone parking garages shall only conform to the number of stories permitted within the form standards in Tables 12-3-31.3 to 12-3-31.8.
  5. Roof pitch.
    - i. Gable or hipped roofs shall have a minimum pitch of 6:12 and a maximum pitch of 12:12.
    - ii. Shed roofs shall have a minimum pitch of 4:12.
- b. *Building orientation.*
1. Intent. Buildings should have their principal pedestrian entrance along a street, pedestrian way or open space, with the exception of entrances off a courtyard, visible from public rights-of-way.
  2. Building frontage occupation shall conform to the form standards in Tables 12-3-31.3 to 12-3-31.8.
  3. Buildings shall be oriented so that the principal facade is parallel to the street it faces for the minimum building frontage occupation required in the form standards in Tables 12-3-31.3 to 12-3-31.8. See Illustration 12-3-31.2 for a depiction of minimum frontage occupation requirements.

ILLUSTRATION 12-3-31.2. MINIMUM BUILDING FRONTAGE OCCUPATION



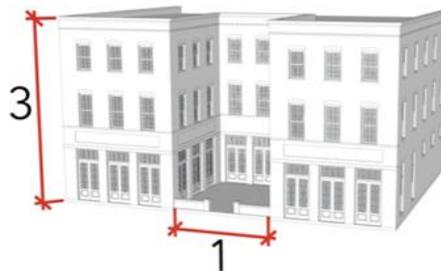
4. Lot width shall be measured along the right-of-way at the front property line. Lot width measurements at the building setback line and minimum lot area shall not apply.
5. Forecourts, courtyards and other such defined open spaces shall count towards minimum frontage requirements. See Illustration 12-3-31.3 for an illustration depicting minimum frontage occupation requirements with open space.

ILLUSTRATION 12-3-31.3. MINIMUM BUILDING FRONTAGE OCCUPATION WITH OPEN SPACE



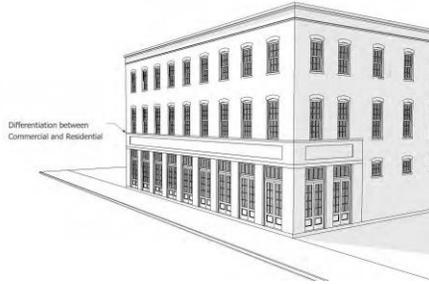
6. Ground floor units in multifamily residential buildings shall provide landscaping, walls, and/or fences that provide some privacy for the building.
- c. *Building massing.*
1. Intent. Buildings should be designed in proportions that reflect human-scaled pedestrian movement, and to encourage interest at the street level.
  2. Where provided, multifamily building courtyards shall maintain a minimum width to height ratio of 1 to 3 in at least one dimension in order to avoid light well conditions. Courtyards should be wider than the minimum where possible. See Illustration 12-3-31.4 for depiction of courtyard ratio measurements.

ILLUSTRATION 12-3-31.4. COURTYARD HEIGHT TO WIDTH RATIO MEASUREMENTS



3. The design and facade treatment of mixed-use buildings shall differentiate commercial from residential uses with distinguishing expression lines (such as cornices, projections, banding, awnings, terraces, etc.), changes in fenestration, facade articulation and/or material changes. See Illustration 12-3-31.5 for depiction of mixed-use building differentiation of uses.

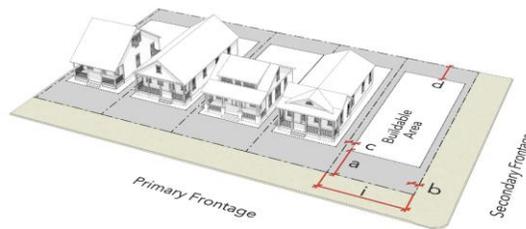
ILLUSTRATION 12-3-31.5. MIXED USE BUILDING  
DIFFERENTIATION OF USES



4. Single-family units shall be distinguished from abutting units with changes in unit entry, plane, color, materials, front porches, front stoops, fenestration, and/or building elements such as railings.
  5. All service and loading areas shall be entirely screened from public right-of-way as follows:
    - i. Equipment shall be screened.
    - ii. If outdoor storage areas are separate from the building they serve, the fence materials shall be limited to masonry, concrete, stucco, wood, PVC and metal, excluding chain-link.
  6. HVAC and mechanical equipment are restricted as follows:
    - i. They shall be prohibited in frontage yards.
    - ii. They shall be integrated into the overall building design and not be visible from adjoining streets and or open spaces.
    - iii. Through-wall units shall be prohibited along street frontages and open spaces, unless recessed within a balcony.
  7. Mechanical equipment on roofs shall be visually screened from the street with parapets or other types of visual screens of the minimum height necessary to conceal the same.
  8. Roof top parking shall be visually screened with articulated parapet walls or other architectural treatment.
  9. Exterior wall materials prohibited for all single-family residential types shall include:
    - i. Corrugated metal panels; and
    - ii. Exposed concrete block.
  10. Material requirements contained within section 12-3-121(c)(8) (design standards and guidelines) shall apply within the CRA urban design overlay district.
- d. *Form standards.*

1. Form standards within the CRA urban design overlay district shall be as defined in Tables 12-3-31.3 to 12-3-31.8.
2. Exceptions to form standards.
  - i. Front setbacks in R-1AAA, R-1AA, and R-1A shall not be less than the average setback of all frontage yards (front and exterior side yards) located on either side of the block face, up to the minimum front setback defined in form standards in Tables 12-3-31.3 and 12-3-31.5. In cases where no other dwellings exist within the block, the front setback shall be no less than the front setback defined in form standards in Tables 12-3-31.3 and 12-3-31.5.
  - ii. Each single-family attached dwelling unit shall be located on its own lot. If a development requires subdivision procedures, it shall be subject to and must comply with subdivision regulations as set forth in chapter 12-7.
  - iii. Where lot occupation and setback standards differ from the dense business area (DBA), as defined in chapter 12-13 (definitions), the standards in the DBA shall prevail.

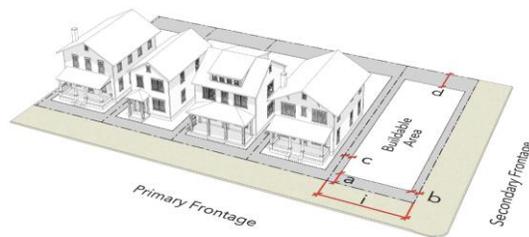
TABLE 12-3-31.3. SINGLE-FAMILY DETACHED AND TWO-FAMILY ATTACHED (DUPLEX) RESIDENTIAL BUILDING TYPES - R-1AAA THROUGH R-1A



Setbacks - Principal Building (feet)	
Front	20 min.
Front, Secondary(4)	5 min.
Side (Interior)(4)	5 min.
Rear	30 min./20 min. (30' lots)
Frontage (min.)	
Primary	45%/40% (lots < 42')
Lot Occupation(5)	
Lot Width(3)	30 ft. min.
Lot Coverage	50% max.
Building Height (max.)	
Principal Building(1)	35 ft.
Accessory Building(1)	24 ft.
Parking (min.)	

Off-street(2)	1/unit
Setbacks - Accessory Building (feet)	
Front	50 min.
Front, Secondary(4)	5 min.
Side (Interior)	1 min.
Rear	3 min.
Frontage Yard Types	
Standard	Permitted
Shallow	Not Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted
Facade Types	
Porch	Permitted
Stoop	Not Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted
Notes:	
(1) Measured according to subsection (7)a.3 of this section.	
(2) See subsection (7)h.2 of this section for exceptions.	
(3) Lot width shall only be measured from the right-of-way line. Lot width at the building setback line shall not apply.	
(4) Minimum setback for 30-foot lots shall be three feet measured from the finished wall or the minimum setback required per applicable Florida Building Code.	
(5) Minimum lot area shall not apply.	

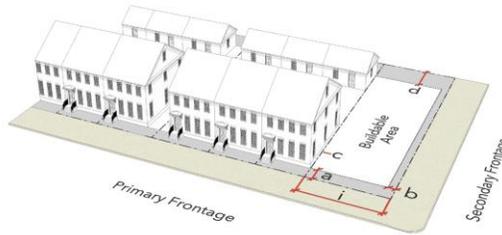
TABLE 12-3-31.4. SINGLE-FAMILY DETACHED AND TWO-FAMILY ATTACHED (DUPLEX) RESIDENTIAL BUILDING TYPES- R-1B THROUGH C-3



Setbacks - Principal Building (feet)	
Front	8 min./20 max.
Front, Secondary(4)	5 min.
Side (Interior)(4)	5 min.
Rear	25 min./20 min. (30' lots)
Frontage (min.)	

Primary	45%/40% (lots < 42')
Lot Occupation(5)	
Lot Width(3)	30 ft. min.
Lot Coverage	50% max.
Building Height (max.)	
Principal Building(1)	35 ft.
Accessory Building(1)	24 ft.
Parking (min.)	
Off-street(2)	1/unit
Setbacks - Accessory Building (feet)	
Front	50 min.
Front, Secondary(4)	5 min.
Side (Interior)	1 min.
Rear	3 min.
Frontage Yard Types	
Standard	Permitted
Shallow	Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted
Facade Types	
Porch	Permitted
Stoop	Not Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted
Notes:	
(1) Measured according to subsection (7)a.3 of this section.	
(2) See subsection (7)h.2 of this section for exceptions.	
(3) Lot width shall only be measured from the right-of-way line. Lot width at the building setback line shall not apply.	
(4) Minimum setback for 30-foot lots shall be three feet measured from the finished wall or the minimum setback required per applicable Florida Building Code.	
(5) Minimum lot area shall not apply.	

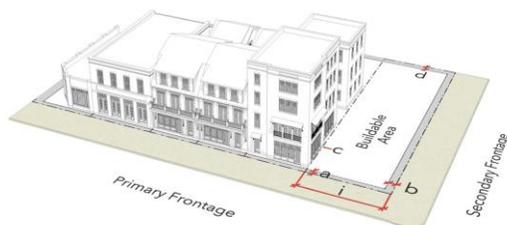
TABLE 12-3-31.5. SINGLE-FAMILY ATTACHED (TOWNHOUSE)  
RESIDENTIAL BUILDING TYPES - R-1AA THROUGH C-3



Setbacks - Principal Building (feet)	
Front	8 min.
Front, Secondary	5 min.
Side (Interior)(1)	0 or 5 min.
Rear	25 min.
Frontage (min.)	
Primary	80%
Lot Occupation(3)	
Lot Width	16 ft. min.
Lot Coverage	75% max.
Building Height (max.)	
Principal Building(2)	45 ft.
Accessory Building(2)	24 ft.
Parking (min.)	
Off-street	1/unit
Setbacks - Accessory Building (feet)	
Front	50 min.
Front, Secondary	5 min.
Side (Interior)	1 min.
Rear	3 min.
Frontage Yard Types	
Standard	Not Permitted
Shallow	Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted
Facade Types	
Porch	Permitted
Stoop	Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted
Notes:	

(1) Zero-foot minimum (attached/zero-lot-line buildings)/five-foot minimum (detached buildings).
(2) Measured according to subsection (7)a.3 of this section.
(3) Minimum lot area shall not apply.

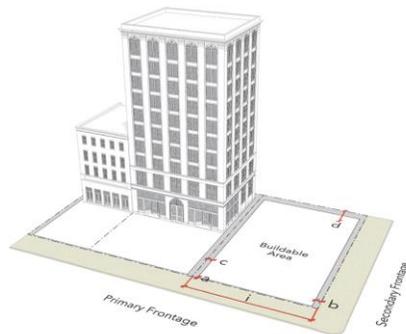
TABLE 12-3-31.6. MULTIFAMILY, MIXED-USE, NEIGHBORHOOD COMMERCIAL AND COMMERCIAL BUILDING TYPES



Setbacks - Principal Building (feet)	
Front (Com./Res.)(1)	5 max./15 max.
Front, Secondary (Com./Res.)	5 max./15 max.
Side (Interior)(3)	0 or 5 min.
Rear	none
Frontage (min.)	
Primary	80%
Lot Occupation(4)	
Lot Width	16 ft. min.
Lot Coverage	75% max.
Building Height (max.)	
Principal Building(2)	4 stories
Accessory Building(2)	N/A
Off-Street Parking (min.)	
Residential	1/unit
Commercial	Per subsection (7)h of this section
Setbacks - Accessory Building (feet)	
Front	N/A
Front, Secondary	N/A
Side (Interior)	N/A
Rear	N/A
Frontage Yard Types	
Standard	Not Permitted
Shallow	Permitted
Urban	Permitted
Pedestrian Forecourt	Permitted
Vehicular Forecourt	Permitted

Facade Types	
Porch	Not Permitted
Stoop	Permitted
Common Entry	Permitted
Gallery	Permitted
Storefront	Permitted
Notes:	
(1) Lots within the dense business area shall be permitted the lesser front setback.	
(2) Measured according to subsection (7)a.3 of this section.	
(3) Zero-foot minimum (attached/zero-lot-line buildings)/five-foot minimum (detached buildings).	
(4) Minimum lot area shall not apply.	

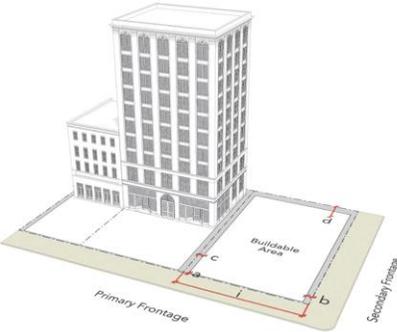
TABLE 12-3-31.7. MULTIFAMILY, MIXED-USE AND COMMERCIAL BUILDING TYPES - C-2A, C-2, C-3



Setbacks - Principal Building (feet)		
Front (Com./Res.)(1)	5 max./15 max.	
Front, Secondary (Com./Res.)	5 max./15 max.	
Side (Interior)(3)	0 or 5 min.	
Rear	none	
Frontage (min.)		
Primary	80%	
Lot Occupation(4)		
Lot Width	16 ft. min.	
Lot Coverage	100% max.	
Building Height (max.)		
Principal Building(2)	10 stories	

Accessory Building	N/A	
Off-Street Parking (min.)		
Residential	1/unit	
Commercial	Per subsection (7)h of this section	
Setbacks - Accessory Building (feet)		
Front	N/A	
Front, Secondary	N/A	
Side (Interior)	N/A	
Rear	N/A	
Frontage Yard Types		
Standard	Not Permitted	
Shallow	Permitted	
Urban	Permitted	
Pedestrian Forecourt	Permitted	
Vehicular Forecourt	Permitted	
Facade Types		
Porch	Not Permitted	
Stoop	Not Permitted	
Common Entry	Permitted	
Gallery	Permitted	
Storefront	Permitted	
Notes:		
(1) Lots within the dense business area shall be permitted the lesser front setback.		
(2) Measured according to subsection (7)a.3 of this section.		
(3) Zero-foot minimum (attached/zero-lot-line buildings)/five-foot minimum (detached buildings).		
(4) Minimum lot area shall not apply.		

TABLE 12-3-31.8. HYBRID COMMERCIAL: MULTIFAMILY, MIXED-USE AND COMMERCIAL BUILDING TYPES - C-3 ALONG C3C FDOT CONTEXT ZONE



Setbacks - Principal Building (feet)		
Front	60 max.	
Front, Secondary	40 max.	
Side (Interior)(2)	0 or 5 min.	
Rear	none	
Frontage (min.)		
Primary	60%	
Lot Occupation(3)		
Lot Width	16 ft. min.	
Lot Coverage	100% max.	
Building Height (max.)		
Principal Building(1)	10 stories	
Accessory Building	N/A	
Off-Street Parking (min.)		
Residential	1/unit	
Commercial	Per subsection (7)h of this section	
Setbacks - Accessory Building (feet)		
Front	N/A	
Front, Secondary	N/A	
Side (Interior)	N/A	
Rear	N/A	

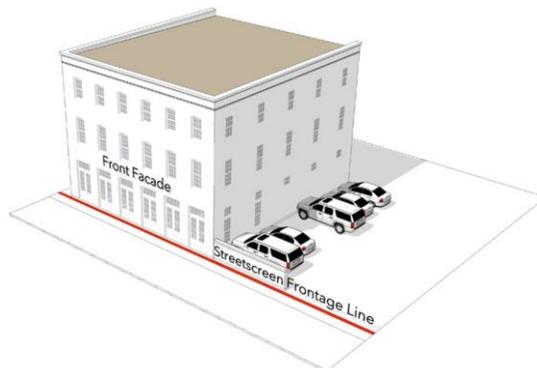
Frontage Yard Types		
Standard	Not Permitted	
Shallow	Permitted	
Urban	Permitted	
Pedestrian Forecourt	Permitted	
Vehicular Forecourt	Permitted	
Facade Types		
Porch	Not Permitted	
Stoop	Not Permitted	
Common Entry	Permitted	
Gallery	Permitted	
Storefront	Permitted	
Notes:		
(1) Measured according to subsection (7)a.3 of this section.		
(2) Zero-foot minimum (attached/zero-lot-line buildings)/five-foot minimum (detached buildings).		
(3) Minimum lot area shall not apply.		

e. *Frontage types.*

1. Intent. New buildings proposed for existing neighborhoods should be compatible with or complement the architectural character and siting pattern of neighboring buildings. Maintaining a consistent street-wall is a fundamental component for a vibrant pedestrian life and a well-defined public realm. Buildings closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of buildings along the edge of the sidewalk should be given particular attention, as it is that portion of the buildings that is the primary contributor to pedestrian activity.
2. Frontage yard type shall be selected and specified along frontages in accordance with the frontage yard types in Table 12-3-31.9 and subject to the standards and guidelines in this section, including the form standards in Tables 12-3-31.3 to 12-3-31.8.
3. In addition to the frontage yard type standards contained within Table 12-3-31.9, the following shall be required:

- i. Frontage yards shall be wholly open to the sky and unobstructed, except for trees, roof projections, and permitted encroachments attached to principal buildings.
- ii. Impervious surfaces and walkways in frontage yards shall be subject to the following requirements:
  - (a) Where single-family attached units occupy a common site, each attached single-family unit with an entrance towards a frontage shall have a walkway connecting the sidewalk to the attached single-family entrance. See Table 12-3-31.9.A (Frontage Yard Types - Shallow Yard) for an illustration depicting single-family attached walkway connections.
  - (b) At cluster courts, the shared court shall have a walkway connecting the sidewalk at the primary frontage with building entries. See Table 12-3-31.9.B (Frontage Yard Types - Cluster Court) for an illustration depicting cluster court walkway connections.
- iii. For multifamily, mixed-use and nonresidential types, any portion of a frontage not occupied by buildings, driveways, or walkways shall be lined with a streetscreen as follows:
  - (a) Streetscreens shall meet the fencing and wall standards according to the frontage yard types specified in Table 12-3-31.9.
  - (b) Streetscreens, up to 24 feet long, shall count towards minimum frontage requirements.
  - (c) Streetscreens shall be coplanar with the primary building facade, as depicted in Illustration 12-3-31.6 below.

ILLUSTRATION 12-3-31.6. STREETSCREEN ILLUSTRATED



- iv. Street trees and landscaping in frontage yards shall comply with the requirements of subsection (8) of this section.
- v. Stormwater ponds shall be prohibited along frontages.
- vi. Frontage yard setbacks shall be as follows:
  - (a) Buildings shall be set back in accordance with the form standards specified in Tables 12-3-31.3 to 12-3-31.8.
  - (b) Where maximum setbacks are specified, they pertain only to the amount of building facade required to meet the minimum building frontage occupation requirements defined in the form standards specified in Tables 12-3-31.3 to 12-3-31.8.

TABLE 12-3-31.9. FRONTAGE YARD TYPES

A. Standard Yard (Fenced or not)	
Illustration	
Surface	Fifty percent minimum shall be pervious material. A minimum of one tree is required per subsection (6)a of this section. Paving is limited to walkways, and driveways.
Walkways	One per frontage connecting the sidewalk at the primary frontage with building entries.
Fencing	Permitted along frontage lines, and according to subsection (5)h of this section.
B. Cluster Court	
Illustration	
Surface	A minimum 50 percent of the court shall be landscaped with ground cover, trees, or understory trees. Paving is limited to walkways, and driveways.
Walkways	Court shall be a minimum 20 feet wide and a min. 1,000 square feet in size, and shall have a walkway connecting the sidewalk at the primary frontage with building entries.
Fencing	Permitted except along street frontages, fronted by a shared court, according to subsection (5)h of this section.
C. Shallow Yard	

Illustration	
Surface	Maximum setback of eight feet. Fifty percent minimum shall be landscaped in R-1A, and R-1B and up to 100 percent may be paved in R-NC and R-NCB.
Walkways	One per frontage connecting the sidewalk at the primary frontage with building entries.
Fencing	Permitted interior to the building setback line at primary street frontages. Permitted at or interior to secondary street frontage lines according to subsection (5)h of this section.
<b>D. Urban Yard</b>	
Illustration	
Surface	Shall be paved at sidewalk grade.
Walkways	Shall be paved at sidewalk grade. Vegetation is permitted in raised containers.
Fencing	Not permitted
<b>E. Pedestrian Forecourt</b>	
Illustration	
Surface	Minimum 80 percent paving.
Fencing	Permitted at or interior to building setback lines and according to subsection (5)h of this section.
Area	Forecourt: A minimum 20 feet wide up to 30 percent of the allowable frontage, and a maximum 50 feet deep.
Activation	Shall be lined with habitable space on three sides, or on two sides at corner sites.
<b>F. Vehicular Forecourt</b>	
Illustration	
Surface	Driveway shall be paved at sidewalk grade. The remainder of front setback may be paved or landscaped.
Fencing	Low wall, maximum 24 inches high, of either brick or stone is permitted.
Area	Forecourt: 4,200 square feet maximum.

Activation	Shall be lined with habitable space on three sides, or on two sides at corner sites.
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f. *Building elements.*

1. *Intent.* Buildings should be architecturally articulated with such elements as distinguishing expression lines, changes in fenestration, material and/or color and designed in proportions that reflect human-scaled pedestrian movement to encourage interest at the street level.
2. *Facade types.* Facade types shall be as follows:
  - i. Porches, stoops, common entries, galleries and storefronts shall constitute allowable facade types as defined in Table 12-3-31.10 in accordance with the form standards in Tables 12-3-31.3 to 12-3-31.8.
  - ii. Facade types shall be selected and specified along frontages in accordance with Table 12- 2-25.10.
    - (a) Porches shall not be required for single-family detached and two-family (duplex).
  - iii. Projections into setbacks shall be permitted as follows:
    - (a) Roof overhangs, cornices, window and door surrounds and other facade decoration may project up to two feet.
    - (b) Where permitted, shading devices may project into the front setback up to the property line with a minimum eight-foot clearance.
    - (c) Balconies may project up to three feet.
    - (d) Bay windows may project up to three feet.
    - (e) Porches and stoops may project in accordance with the facade types defined in Table 12-3-31.10.
    - (f) Projections shall not, in any instance, exceed beyond the property line.

TABLE 12-3-31.10. FACADE TYPES

<i>A: Porch</i>		
Entry Grade	Minimum 18 inches above finished grade	
Requirements	Required at the primary building entrance.	
	Porches shall be a minimum six feet in depth.	

	Porches and related structures may project into front setbacks a maximum ten feet.	
	Porch openings shall be vertical in proportion.	
	Porches shall be a maximum ten feet in height. Columns shall have a minimum diameter of six inches, and should have a capital and a base.	
<i>B: Stoop</i>		
Entry Grade	Minimum 34 inches above finished grade.	
Requirements	A stoop is required at building entrances, projecting from the facade.	
	Wood is prohibited for stoop railings.	
	Stoops and related structures may project into front setbacks up to 100 percent.	
<i>C: Common Entry</i>		
Entry Grade	Minimum 18 inches and a maximum 24 inches above finished grade	
Requirements	A single collective entry to a multifamily lobby is required at the primary building entrance.	
	Canopies and awnings are permitted to project into front setbacks up to 100 percent of their depth.	
<i>D: Gallery</i>		
Entry Grade	At sidewalk grade	
Requirements	Where a gallery occurs, it is required along a minimum of 80 percent of the frontage.	
	Encroachments are permitted according to	

	subsection (5)g of this section.	
	Awnings are not permitted in galleries.	
<i>E: Storefront</i>		
Entry Grade	At sidewalk grade	
Requirements	A storefront is required at the primary entrance of the tenant space. Storefronts are permitted according to subsection (7)f.4 of this section.	

3. *Building entries.* Building entries shall be as follows:

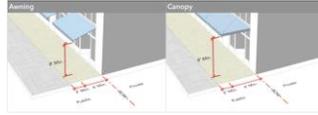
- i. Building entrances shall be clearly visible from the street.
- ii. One building entry shall be provided every 80 feet of facade leading to a habitable space.
- iii. Building entries for mixed-use buildings shall differentiate entrances for residential and commercial uses.
- iv. Entries for multifamily buildings shall provide protection from the elements with canopies, marquees, recesses or roof overhangs.
- v. Residential building entries shall be restricted as follows:
  - (a) Single-family and multifamily residential buildings shall be raised above finished grade, at the front of the building, according to facade types defined in Table 12-3-31.10.
  - (b) In no instance shall single-family and multifamily residential building entries be raised less than 18 inches above finished grade.
  - (c) Entry grade shall be measured from the finished grade to the first finished floor.
- vi. Mixed-use and commercial building entries shall be at sidewalk grade.

4. *Storefronts.*

- i. Intent. Storefronts should be architecturally articulated through the varied use of high-quality durable materials, display windows, entrances, awnings and buildings signs. Their signage, glazing and doors should be conceived as a unified design. High quality, durable materials are especially important at street level within reach of pedestrians.

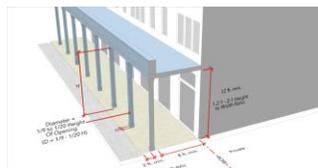
- ii. Storefronts shall provide a minimum of 70 percent glazing (void to solid ratio of surface area along principal facades at the ground level).
  - iii. Extruded aluminum storefront frames are discouraged, and where used, shall present a simple, relatively flat profile to avoid heavily extruded profiles.
  - iv. Opaque, smoked, and reflective glass on storefront windows shall be prohibited. Low-E shall be permitted as per Florida Building Code.
  - v. Materials for storefronts shall consist of stone, brick, concrete, stucco, metal, glass, cementitious siding and/or wood. Construction detail and finish shall adhere to craftsman standards.
  - vi. Outdoor dining areas on sidewalks and/or within the public right-of-way shall be permitted subject to the following standards:
    - (a) Outdoor dining areas shall be separated from public walkways and streets using railings, fences, bollards, planters, and/or landscaping.
    - (b) A minimum unobstructed pedestrian path of at least six feet wide shall be provided along public rights-of-way.
    - (c) Outdoor dining areas within the public right-of-way shall comply with section 12-11-7 (license to use).
- g. *Building encroachments.*
- 1. Encroachments located within the public right-of-way shall comply with section 12-11-7 (license to use), section 12-3-58 (visibility triangle) and any clearance standards established by the engineering division of the city public works and facilities department and the Florida Greenbook.
  - 2. Awnings for storefronts and canopies are not subject to section 12-11-7 (license to use) but shall be restricted as follows:
    - i. Awning and canopies may project into the public right-of-way, up to a maximum of two feet from the curb.
    - ii. Awnings and canopies shall be a minimum of six feet in depth and have a minimum of eight feet of vertical clearance. See Illustration 12-3-31.7 for a depiction of awning and canopy encroachment measurements.

### ILLUSTRATION 12-3-31.7. AWNING AND CANAOPY ENCROACHMENT MEASUREMENTS



3. Galleries shall be restricted as follows:
  - i. Galleries shall be subject to and shall comply with section 12-11-7 (license to use).
  - ii. Galleries shall not alter height or width along a building facade.
  - iii. Galleries shall be a minimum of eight feet in depth and a minimum of 12 feet in height, maintaining a 1.2:1 to a 2:1 height to width ratio, as depicted in Illustration 12-3-31.8.
  - iv. Gallery columns should have a diameter between one-ninth and 1/20 their height, measured from the base to the bottom of the entablature, as depicted in Illustration 12-3-31.8, and should have a capital and a base.
  - v. Galleries should encroach into building setbacks.
  - vi. Galleries should encroach over sidewalks.
  - vii. Where galleries encroach over sidewalks, they shall not extend beyond a maximum of two feet from the curb, as depicted in Illustration 12-3-31.8.

### ILLUSTRATION 12-3-31.8. GALLERY ENCROACHMENTS



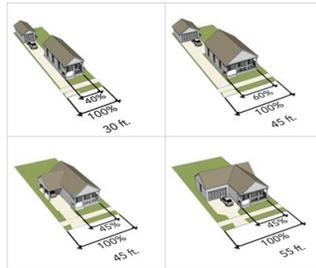
- h. *Parking access, design and reductions.*
  1. Intent. The intent of these standards is to guide the placement and design of parking, when it is provided. Vehicular parking spaces should be carefully integrated to avoid the negative impacts of large surface parking areas on the pedestrian environment. In general, parking supply should be shared by multiple users and property owners to facilitate the ability to "park once and walk." On-street parallel parking is encouraged on both sides of the street to provide a supply of convenient shared parking, and as a means to provide a protective buffer for pedestrians on the sidewalk. Where surface parking is permitted, it should be hidden or screened from the pedestrian realm

by use of garden walls and narrow landscape edges. Parking garages, where provided, should be masked from frontages by liner buildings no less than 24 feet in depth. They are encouraged to be designed for possible future conversion to other non-parking functions, including office, residential and/or commercial use.

2. All parking access and design shall comply with the form standards in Tables 12-3-31.3 to 12-3-31.8 and the following:
  - i. Parking standards in the dense business area (DBA) defined in chapter 12-13 (definitions) shall take precedence over the form standards in Tables 12-3-31.3 to 12-3-31.8 and those included in this subsection.
  - ii. Minimum parking requirements are as follows:
    - (a) Parking requirements shall be in accordance with section 12-4-1(2) (parking requirements for specific land uses) with the following exception:
      - (1) Off-street parking requirements for residential use types shall be one space per unit unless otherwise exempted.
    - (b) Shared parking shall be according to section 12-4-1(4) (off-site parking).
    - (c) Parking reductions shall be calculated according to Table 12.3-1 (Downtown Pensacola CRA Parking Reductions).
    - (d) Lots 30 feet or less in width shall not be subject to minimum parking requirements, except for:
      - (1) Lots fronting streets where on-street parking is not permitted.
    - (e) Lots less than 42 feet wide shall be accessed from a rear lane, where possible. Where not possible, the following exceptions shall be permitted, in coordination with the engineering division of the city public works and facilities department:
      - (1) Parking in the rear of the lot, subject to accessory structure setbacks as defined within the form standards in Tables 12-3-31.3 to 12-3-31.8. Shared driveways are encouraged.
      - (2) A single-car garage, subject to the minimum frontage occupation requirements defined within the form standards in Tables 12-3-31.3 to 12-3-31.8.
      - (3) Driveways shall be exempt from minimum width and spacing requirements defined in subsection (9)b.4 of this section.

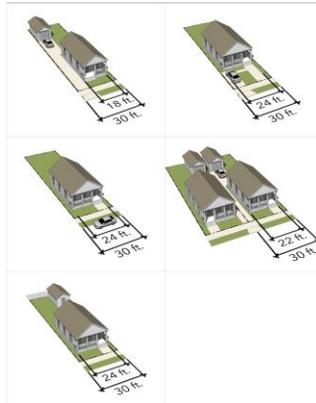
- (f) Lots shall be accessed through a rear lane when the development is over 75 percent of the block.
- iii. Vehicular parking location is restricted as follows:
  - (a) Single-family residential types.
    - (1) Residential off-street parking, where required, shall be provided within garages, carports or on driveways for all single-family residential types.
    - (2) Uncovered parking shall be permitted the entire length of the driveway, including within the front setback, but not beyond the property line.
    - (3) Single-family detached and two-family (duplex) off-street parking.
      - a. Covered or garage parking for single-family detached and two-family (duplex) buildings shall be set back a minimum 20 feet behind the principal building facade. See Illustration 12-3-31.9 for a depiction of covered parking placement for single-family detached and two-family attached (duplex) buildings.

ILLUSTRATION 12-3-31.9. GARAGE LOCATIONS ILLUSTRATED



- b. The outer edge of driveways shall be placed a maximum of two feet from either side property line. See Illustration 12-3-31.10 for a depiction of driveway placement for single-family detached and two-family attached (duplex) buildings on 30 feet wide lots.

ILLUSTRATION 12-3-31.10. DRIVEWAY LOCATIONS ILLUSTRATED



- (4) Single-family attached. Off-street parking for single-family attached residential types shall only be permitted in the rear 50 percent of the lot.
  - (5) Tandem parking is encouraged.
  - (6) Shared driveways are encouraged.
- (b) Multifamily, mixed-use and nonresidential types.
- (1) Off-street parking shall not be permitted within the front setback area. Exceptions include:
    - a. Properties adjacent to a thoroughfare identified as an FDOT C3C Suburban Commercial Context Classification Zone as defined within subsection (9)a.2 of this section (context classification). Such properties shall conform to the form standards according to Table 12-3-31.8 (Hybrid Commercial).
  - (2) Off-street parking shall be masked from frontages by liner buildings no less than 24 feet in depth to achieve the minimum frontage occupation. See Illustration 12-3-31.11 depicting off-street parking lot masking with liner buildings and subsection (7)e.3.iii of this section for permitted streetscreen requirements.

ILLUSTRATION 12-3-31.11. PARKING LOT MASKING WITH LINER BUILDINGS



(3) The ground floor of commercial buildings with a gross floor area less than 1,500 square feet shall be exempt from parking requirements.

iv. Bicycle parking.

(a) Minimum bicycle parking requirements shall be as follows:

- (1) Bicycle parking shall not be required for single-family residential or multifamily residential with less than eight units.
- (2) Bicycle parking requirements shall be according to Table 12-3-31.11.

TABLE 12-3-31.11. MINIMUM REQUIRED BICYCLE PARKING

Building Type	Location	R-2A through C-2A	C-2, C-3*
Multifamily	Primary & Secondary Frontages	Minimum 0.25 spaces per unit	Minimum 0.50 spaces per unit
Nonresidential	Primary & Secondary Frontages	Minimum 0.50 spaces per 1,000 square feet	Minimum 0.75 spaces per 1,000 square feet

\*Excluding C3C Context Zones.

(3) Bicycle parking locations within the public right-of-way shall be coordinated with the engineering division of the city public works and facilities department and subject to section 12-11-7 (license to use), and minimum clearance distances.

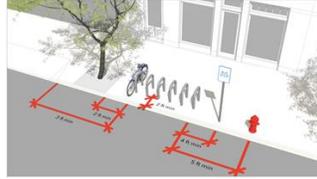
(b) Bicycle parking configuration shall be as follows:

- (1) Bicycle racks shall not be located within:
  - a. Five feet of fire hydrants.
  - b. Four feet of loading zones and bus stop markers.
  - c. Three feet of driveways and manholes.

- d. Two feet of utility meters and tree planters.

See Illustration 12-3-31.12 for a depiction of bicycle parking clearances.

ILLUSTRATION 12-3-31.12. BICYCLE RACK CLEARANCES



- (c) Bicycle parking located along private or public streets shall be subject to the following:

- (1) Bicycle racks installed parallel to curbs shall be set back from the curb a minimum of two feet, as illustrated in Illustration 12-3-31.11.
- (2) Bicycle racks installed perpendicular to curbs shall allow for a minimum clearance of two feet at the curb and six feet of pedestrian way with a 56 cm or 22 in bicycle properly locked to the rack.
- (3) Bicycle racks should be spaced a minimum of 36 inches apart.
- (4) Bicycle racks shall allow bicycle frames to be locked at two points of contact with the rack.

- i. *Fences and walls.*

- 1. Where provided, fences and walls shall provide full enclosure.
- 2. Fences and walls shall be restricted according to frontage yard types in Table 12-3-31.9 and section 12-3-58 (visibility triangles).
- 3. Height of fences and walls shall comply with the following:
  - i. Height shall be limited to a minimum 30 inches and a maximum 42 inches within the front setback.
  - ii. Height shall be limited to eight feet behind the building face at non-frontages.
- 4. Materials for fences and walls shall be limited as follows:
  - i. Approved materials shall include, but are not limited to, wood, brick, stone, and wrought iron.
  - ii. Vinyl is discouraged on all frontages.

- iii. Chain-link, exposed concrete block, barbed wire and razor wire shall be prohibited.
  - iv. Wood fences shall have the finished side to the public frontage.
  - v. Where hedges are utilized along frontages, they shall be maintained in accordance with subsection (8)b.1.v of this section.
- j. *Windows and glazing.*
- 1. Windows shall meet the following requirements:
    - i. Windows on frontages shall be square or vertical in proportion, with the exception of transoms and special windows.
    - ii. Windows should have muntins for residential building types, which should be vertical in proportion.
    - iii. Single panes of glass shall not exceed 20 square feet for residential building types.
  - 2. Glazing shall meet the following requirements:
    - i. Storefront glazing requirements shall be according to Table 12-3-31.12.
    - ii. For residential and mixed-use buildings, excluding commercial uses at grade, the percentage of glazed wall area shall be a minimum 20 percent.
    - iii. Reflective and tinted windows shall be prohibited for residential buildings.
    - iv. Stained, reflective and tinted windows shall be prohibited at ground floor commercial uses. Low-E is permitted as per Florida Building Code.

TABLE 12-3-31.12. GLAZING REQUIREMENTS

<b>Residential</b>	
At & above grade	Minimum 20% along frontages
	
<b>Multifamily &amp; office</b>	
Above grade	Minimum 20% along frontages
At grade	Minimum 35% along frontages
	
<b>Mixed-use</b>	
Above grade	Minimum 20% along frontages
At grade	Minimum 70% along frontages
	

<b><u>RESIDENTIAL</u></b>		
<b><u>Glazing</u></b>	<b><u>Primary</u></b>	<b><u>Secondary</u></b>
<u>Ground Floor</u>	<u>20% min.</u>	<u>15% min.</u>
<u>Upper Floor</u>	<u>20% min.</u>	<u>15% min.</u>
<b><u>Blank Wall Length</u></b>	<u>N/A</u>	<u>N/A</u>
<b><u>MULTI-FAMILY</u></b>		
<b><u>Glazing</u></b>	<b><u>Primary</u></b>	<b><u>Secondary</u></b>
<u>Ground Floor</u>	<u>35% min.</u>	<u>35% min.</u>
<u>Upper Floor</u>	<u>20% min.</u>	<u>20% min.</u>
<b><u>Blank Wall Length</u></b>	<u>20 ft.</u>	<u>20 ft.</u>
<b><u>COMMERCIAL &amp; MIXED USE</u></b>		
<b><u>Glazing, Multi-Unit</u></b>	<b><u>Primary</u></b>	<b><u>Secondary</u></b>
<u>Ground Floor</u>	<u>70% min.</u>	<u>70% min. (2<sup>nd</sup> side)</u> <u>35% min. (remaining sides)</u>
<u>Upper Floor</u>	<u>20% min.</u>	<u>20% min.</u> <u>10% min (remaining sides)</u>

<b><u>Blank Wall Length, Multi-Unit</u></b>	<u>20 ft.</u>	<u>20 ft.</u>
<b><u>Glazing, Single-Unit</u></b>	<b><u>Primary</u></b>	<b><u>Secondary</u></b>
<u>Ground Floor</u>	<u>50% min.</u>	<u>50% min. (2<sup>nd</sup> side)</u> <u>25% min. (remaining sides)</u>
<u>Upper Floor</u>	<u>20% min.</u>	<u>20% min. (2<sup>nd</sup> side)</u> <u>10% min. (remaining sides)</u>
<b><u>Blank Wall Length, Single Unit</u></b>	<u>20 ft.</u>	<u>20 ft.</u>
<b><u>LIGHT INDUSTRIAL, STORAGE AND SIMILAR</u></b>		
<b><u>Glazing</u></b>	<b><u>Primary</u></b>	<b><u>Secondary</u></b>
<u>Ground Floor</u>	<u>35% min.</u>	<u>35% min. (2<sup>nd</sup> side)</u> <u>15% min. (remaining sides)</u>
<u>Upper Floor</u>	<u>20% min.</u>	<u>20% min. (2<sup>nd</sup> side)</u> <u>10% min. (remaining sides)</u>
<b><u>Blank Wall Length</u></b>	<u>20 ft.</u>	<u>20 ft.</u>

- k. Lighting on private property.
  - 1. Lighting shall be arranged to be contained on-site and to reflect away from adjacent property.
- (8) *Landscape standards and guidelines.*
  - a. *Intent.* Supplement the urban canopy, accommodate stormwater, increase access to open space and facilitate pedestrian movement throughout the existing block patterns to meet the urban design goals of the community redevelopment agency. A healthy tree canopy contributes to the health of citizens and the environment, and is fundamental to a vibrant pedestrian life and a well-defined public realm. Trees closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of trees along the edge of the sidewalk should be given particular attention as a major contributor to pedestrian activity. Trees and other native plants placed in drainage rights-of-way and parking islands contribute to the control of stormwater quantity and quality.
  - b. *Landscape on private property.*

1. Landscaping in frontage yards are subject to the requirements of the frontage yard types in Table 12-3-31.9, and section 12-3-58 (visibility triangles), and the following:
  - i. For single-family detached and two-family lots, one tree for every lot or for every 50 feet of linear frontage along the right-of-way shall be preserved or planted. Trees planted to meet this requirement shall be as follows:
    - (a) Measured at diameter breast height (DBH), as described in section 12-6-2(e) (DBH).
    - (b) For lots with a front setback of less than eight feet where planting in front yards is not possible, required trees shall be planted elsewhere on the block itself.
  - ii. Ground vegetation or shrub plantings with spines, thorns, or needles that may present hazards to pedestrians, bicyclists, or vehicles shall be maintained a minimum distance of two feet from the edge of walkways and sidewalks.
  - iii. In single-family detached and two-family lots, trees shall be protected in accordance with section 12-3-10(1)e.2 (protection of trees).
  - iv. When off-street parking is located in front or side setbacks, a year-round streetscreen along the street edges of the parking lot shall be installed as a means of buffering, according to section 12-6-3(2) (off-street parking and vehicle use areas).
  - v. Hedges planted along street rights-of-way shall be between three and five feet in height at maturity.
2. Minimum landscape area requirements of the development site for all building types except single-family detached and two-family attached (duplex) shall be according to Table 12-3-31.13. Landscape requirements for single-family detached and two-family attached shall be in accordance with subsection (8)b.1 of this section and Table 12-3-31.9, frontage types.

TABLE 12-3-31.13. MINIMUM LANDSCAPE AREA REQUIREMENTS

Zoning District	Percent
R-1AAA through R-2	25
R-NC, R-NCB, C-1, C-2, C-2A, C-3, M-1, M-2	15

c. *Buffer yards.*

1. In addition to the buffer yard requirements of section 12-3-56 the following shall apply:
  - i. Berms shall not be installed as part of a required buffer without review and approval by the engineering division of the city public works and facilities department to ensure a proposed berm will not have a detrimental effect on adjacent properties by impeding or diverting stormwater flow.
  - ii. Berms shall be planted and stabilized to prevent erosion.
  - iii. Buffer yards may be used to create rain gardens or other stormwater facilities with the selection of appropriate plant material, according to the city's approved plant list and approval by the engineering division of the city's public works and facilities department.
  - iv. Plants in these stormwater facilities shall be selected to meet any applicable buffer yard screening requirements, and they should be tolerant of periodic inundation and drought. It is recommended that native plants be selected from the Florida Friendly Landscaping Guide to Plant Selection and Landscape Design, Northern Region, and Waterwise Landscapes by the South Florida Water Management District, according to Table 12-3-31.14.

TABLE 12-3-31.14. BIORETENTION & RAINWATER GARDEN PLANT LIST

Flowers	
Common Name	Scientific Name
Blue Flag Iris	Iris Hexagona
Cardinal Flower	Lobelia Cardinalis
Chipola Coreopsis	Coreopsis Integrifolia
Goldenrod	Solidago spp.
Swamp Sunflower	Helianthus Angustifolius
Spider Lily	Hymenocallis Latifolia
Swamp Lily	Crinum Americanum
Swamp Milkweed	Asclepias Perennis
Grasses	
Common Name	Scientific Name
Blue-Eyed Grass	Sisyrinchium Atlanticum Bicknell
Florida Gamma Grass	Tripsacum Floridanum
Muhly Grass	Muhlenbergia Capillaris
Path or Soft Rush	Juncus spp.
Rainlily	Zephyranthes spp.

River Oats	Chasmanthium Latifolium
Wiregrass	Aristida Stricta
<i>Shrubs</i>	
<i>Common Name</i>	<i>Scientific Name</i>
Beautyberry	Callicarpa Americana
Buttonbush	Cephalanthus Occidentalis
Virginia Willow	Itea Virginica
Wax Myrtle	Myrica Cerifera

d. *Street trees in the public right-of-way.*

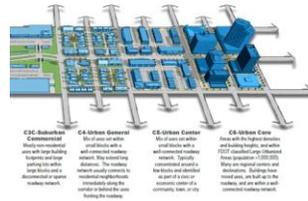
1. Street trees shall be provided in the public right-of-way for all developments except single-family detached and two-family (duplex), in accordance with section 11-4-88 (placement of trees and poles), section 12-6-3 (landscaping requirements) and this subsection.
2. Where street trees cannot reasonably be planted, payment in lieu of planting shall be made to a new and dedicated CRA tree planting fund, at the value established in section 12-6-6(2)e.
3. Street tree planting, and maintenance requirements shall be as follows:
  - i. For each lot, one tree shall be provided on an average of 35 linear feet of public right-of-way frontage, where no underground utility conflicts exist.
  - ii. Where greenways exist, trees shall be required to be planted within the greenway. The following exceptions shall apply:
    - (a) Where no greenway exists or where the greenway is less than three feet wide, between sidewalk and curb, required street trees shall be planted on the block.
    - (b) Where planting within the greenway is infeasible due to utility conflicts, required street trees shall be planted on the block.
  - iii. Trees planted three feet or less from a public sidewalk shall have a minimum clearance of six feet and six inches between the public walking surface and the lowest branches at planting.
  - iv. Mature trees shall be maintained at a minimum clearance of eight feet above the public walking surface.
  - v. Trees planted within the public right-of-way shall include a root barrier to prevent the shifting of sidewalks at maturity.
  - vi. Installation of tree pits and grates within the public right-of-way shall be coordinated with the city public works and facilities department for style consistency. Installed tree pits and grates shall be maintained by the property owner in perpetuity.

- vii. Where possible, trees may be clustered together to share soil space.
- 4. Tree selection shall be limited to those allowable plantings contained within the tree replant list specified in chapter 12-6, Appendix B (Tree Replant List). The following conditions shall apply:
  - i. Where overhead utilities occur, a tree with smaller size at maturity shall be selected.
- 5. Tree selection and placement shall be coordinated with the engineering division of the city public works and facilities department and subject to section 12-3-58 (visibility triangle) and section 12-11-7 (license to use).
- 6. Mixed-use and nonresidential building types shall comply with the following:
  - i. Where galleries are not provided, street trees shall be planted, unless in conflict with underground utilities. Where there are overhead utilities, appropriate species from the tree replant list specified in chapter 12-6, Appendix B shall be selected.
  - ii. Where a gallery is provided, and the greenway that occurs between the sidewalk and the back of curb is less than three feet wide, no street trees shall be required.
  - iii. Where a greenway at least three feet wide occurs between the gallery and the back of curb, and no overhead or underground utilities prevent street tree installation, planting of a street tree shall be required.
  - iv. Where paved surface occurs between the gallery and curb, installation of street trees in individual tree pits with tree grates, or linear planters with pervious pavers between several trees, shall be required.
  - v. Where trees are planted in sidewalk planters, the minimum sidewalk planting pit dimensions shall be four feet by four feet.

(9) *Thoroughfare standards and guidelines.*

- a. Context classification.
  - 1. The context classification system, as developed by FDOT and described within the FDOT Complete Streets Manual, shall be adopted to identify place and guide streets and other transportation features, and to allow transportation to support adjacent land uses. See Illustration 12-3-31.13 depicting context classification zones.

ILLUSTRATION 12-3-31.13. CONTEXT CLASSIFICATION ZONES ILLUSTRATED



2. Streets shall be classified in accordance with the zoning to context classification translations specified in Table 12-3-31.15.

TABLE 12-3-31.15. ZONING TO CONTEXT CLASSIFICATION TRANSLATION

Context Classification (FDOT) Zone	Zoning District
C4 - Urban General	R-1AAA through R-2
C5 - Urban Center	R-NC through C-3
C3C - Suburban Commercial	C-3 adjacent to M-1 or M-2. Limited to segments that abut such zoning districts. M-1 M-2

- b. Street design.
  1. Design of local streets shall be guided by the Florida Greenbook, Chapter 19 Traditional Neighborhood Design.
  2. Where a greenway of at least five feet exists, driveway approaches and curb cuts shall not be permitted to interrupt the sidewalks.
  3. *Sidewalks.* Sidewalks shall be required on all street frontages in residential, nonresidential, commercial and industrial developments in accordance with standards established by the Engineering Division of the City's Public Works and Facilities and the Florida Greenbook.
  4. *Driveways and curb cuts.* Driveway, driveway approaches and curb cut requirements shall be as follows:
    - i. Single-family residential types. Driveway and curb cut widths for single-family residential types shall be according to Table 12-3-31.16.

TABLE 12-3-31.16. SINGLE-FAMILY  
RESIDENTIAL DRIVEWAY AND CURB  
CUT WIDTHS

Driveway Type	Minimum Width	Maximum Width
Single-Use	10 feet	20 feet
Joint-Use	10 feet	22 feet

- ii. Multifamily, mixed-use and nonresidential types. Driveway and curb cut widths for multifamily and nonresidential types shall be according to Table 12-3-31.17.

TABLE 12-3-31.17. MULTIFAMILY/  
NONRESIDENTIAL DRIVEWAY AND  
CURB CUT WIDTHS

Driveway Type	Minimum Width	Maximum Width
All	12 feet	24 feet

- iii. Driveway and curb cut spacing on a single property shall be a minimum of 42 feet with the following exception:
  - (a) Lots equal to or less than 42 feet wide shall be limited to one driveway and curb cut.

(10) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Building height, multifamily and nonresidential means* the vertical distance of a building measured by stories. The restrictions to story height are according to subsection (7)c.3 of this section.

*Building height, single-family residential means* the vertical distance of a building measured from the finished grade to the bottom of the eave for pitched roof buildings or the bottom of the parapet for flat roof buildings.

*Cluster court* means a collection of buildings on a semi-public, privately owned open space.

*Colonnade* means a row of columns joined by an entablature. Colonnades may cover sidewalks and may front storefronts.

*Complete street* means a thoroughfare that is designed giving each user an equal level of priority including pedestrians, cyclists, transit users, and drivers.

*Craftsman standards* means a baseline of construction quality denoting a finished project.

*(FDOT) Distinct Context Classifications Zone* means classifications, along with functional classification and design speed, determine the corresponding

thoroughfare design standards within the Florida Design Manual. (<http://www.fdot.gov/roadway/CSI/files/FDOT-context-classification.pdf>)

*Eave* means the edge of the roof that meets or overhangs the walls of a building.

*Encroachment* means certain permitted building elements that may cross established setbacks or rights-of-way.

*Entablature* means a horizontal, continuous building element supported by columns or a wall.

*Facade, building* means the exterior wall of a building that faces a frontage line.

*Facade type* means the different configurations of building elements that make up a building facade, such as a storefront, porch, etc. See Table 12-3-31.10.

*Figures and tables.* Any chart or graphic presentation in this title that is specifically designated as a "Figure" or "Table" shall be deemed to be a part of the text of the title and controlling on all development.

*Frontage line* means a property line bordering a public frontage. Facades facing frontage lines define the public realm and are therefore more regulated than the elevations facing other property lines.

*(Building) Frontage occupation* means the length of the frontage that is occupied by a building or a building and open space.

*Frontage, primary* means the frontage facing a public space such as a street of higher pedestrian importance (i.e. traffic volume, number of lanes, etc.). Typically, the shorter side of a lot.

*Frontage, secondary* means the frontage facing the public space such as a street that is of lesser pedestrian importance (i.e. traffic volume, number of lanes, etc.). Typically, the longer side of the lot.

*Frontage yard type* means the configuration of the area between the facade of the building and the frontage line such as a standard, shallow, cluster court, etc. See Table 12-3-31.9.

*Frontage yard type (cluster court)* means a frontage yard type where a group of houses has their primary facades facing a common green or open space that is horizontal to the primary frontage.

*Frontage yard type (pedestrian forecourt)* means a frontage yard type where the primary facade is located near the lot line with an area setback to accommodate open space and the primary entrance of the building.

*Frontage yard type (shallow)* means a frontage yard type where the facade is slightly set back from the lot line.

*Frontage yard type (standard)* means a frontage yard type where the facade is set back from the lot line. Fences are permitted and the setbacks are visually continuous with adjacent yards.

*Frontage yard type (urban yard)* means a frontage yard type where the facade is at or near the lot line and the surface is paved.

*Frontage yard type (vehicular forecourt)* means a frontage yard type where the primary facade is located near the lot line with an area setback to accommodate a driveway meant for passenger loading and unloading.

*Gallery* means a covered sidewalk in front of a storefront that supports either a roof or outdoor balcony above.

*Habitable space* means building space which use involves human presence with direct view of the enfronting streets or public or private open space, excluding parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity.

*Human-scaled* means buildings and their elements designed to be comfortably viewed and experienced by people on foot.

*Hybrid commercial* means a commercial type in the C3C FDOT Context Zone that transitions between urban and suburban types, typically permitting one row of parking at the frontage.

*Liner building* means a building specifically designed to mask a parking lot or a parking structure from a frontage.

*Parallel* means two lines or planes that are equidistant apart and do not touch on an infinite plane.

*Parapet* means the extension of a false front or wall above a roof line.

*Parkway, greenway, verge* means the planting strip between the edge of the road and sidewalk or right-of-way, which may be used for tree planting. See sections 11-4-86 through 11-4-88.

*Paving* means to cover or lay with concrete, stones, bricks, tiles, wood or the like to make a firm, level surface. The term paving in this section includes all pavement materials, both pervious and impervious.

*Pervious* means materials or natural earth that allows for the natural percolation of water.

*Porch* means a private facade type that is an open-air room appended to the mass of a building with a floor and roof but no walls on at least two sides.

*Principal building* means the main building on a lot, usually located toward the frontage.

*Principal building facade* means the front of the building that faces the front of the lot.

*Single-family residential* means a single-family ownership on a single lot. Multiple ownership on a single lot is not construed as a single-family type. Single-

family is restricted to the following types on their own lots: detached single-family, attached single-family and two-family attached (duplex).

*Stoop* means a private facade type wherein the facade is aligned close to the front property line with the first story elevated for privacy with an exterior stair and landing at the entrance. This type is suitable for ground-floor residential uses at short setbacks with townhouses and apartment buildings. Stoops may encroach into the setback.

*Streetscreen* means a freestanding wall built along the frontage line, or aligned with the facade. It may mask a parking lot from the thoroughfare, provide privacy to a side yard, and/or strengthen the spatial definition of the public realm.

*Travel mode* means the different means of transport around an area including by foot, bicycle, public transit, and car.

*Walkability* means a measurement of comfort, convenience, safety, and ease of pedestrian movement throughout an area.

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

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

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk



**MINUTES OF THE PLANNING BOARD**  
**December 14, 2021**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Powell, Board Member Sampson, Board Member Van Hoose, Board Member Villegas

**MEMBERS ABSENT:** Vice Chairperson Larson

**STAFF PRESENT:** Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Senior Planner Statler, City Surveyor Odom, Director of Development Services Morris, Deputy City Administrator Forte, CRA Administrator Gibson, Assistant CRA Administrator D'Angelo, Urban Design Specialist Parker, Help Desk Technician Russo

**STAFF VIRTUAL:** Inspections Supervisor Weekley

**OTHERS PRESENT:** William Van Horn II, Paul A. Battle, Todd H. Snyder

**AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from November 9, 2021
- **New Business:**
  - Grove Park Townhomes Preliminary Plat Application
  - CRA Urban Design Overlay Amendments
  - Open Forum
  - Discussion
  - Adjournment

**Call to Order / Quorum Present**

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

**Approval of Meeting Minutes - Board Member Powell made a motion to approve the November 9, 2021 minutes, seconded by Board Member Villegas, and it carried 6 to 0.**

## **New Business –**

### **2. Grove Park Townhomes Preliminary Plat**

Rebol-Battle & Associates, LLC is requesting preliminary plat approval for Grove Park Townhomes located at the 2300 Block of Toni Street, near the intersection of Tippin Avenue and Toni Street. This property is located in the C-1 Commercial zoning district. One (1) parcel will be subdivided into twenty-two (22) lots to accommodate townhomes.

Chairperson Ritz indicated the property was surrounded by the county. He pointed out C-1 allowed townhomes by right, and they were also allowed in the adjacent R-1AA. Also, the preliminary plat would return to the Board for final approval. He advised the purpose of the meeting was to allow public input. City Surveyor Odom stated his comments were technical and involved meeting Chapter 177 of the State Statute and a couple of small items which were easily addressed to accommodate and approve. The implementation of those corrections would return in the final plat. Mr. Battle presented to the Board and explained there was an existing parking lot on the property which could be used for excess parking, and the condos would be front loaded units. The stormwater pond would be adjacent to the commercial properties and discharged at Toni Street.

**Board Member Grundhoefer made a motion for preliminary approval, seconded by Board Member Villegas, and it carried 6 to 0.**

### **3. CRA Urban Design Overlay Amendments**

The Urban Design Overlay was adopted by the City Council in 2019 to provide development standards for the CRA neighborhoods not covered by a special design review board. The intent of these design standards was to preserve and maintain the traditional walkable, urban pattern and character of Pensacola's community redevelopment area neighborhoods.

Chairperson Ritz stated the culmination of the overlay district was a task where the City had worked with an outside consultant, DPZ, to establish the criteria before the final implementation. Some of the issues had been the additional costs to housing in the overlay district, and how citizens, developers, and others might address the requirements – whether they helped or hindered projects on their properties. One of the efforts was to address and allow these issues to be vetted for modifications. The first item to be addressed was:

- Creation of a modification process through abbreviated review. (This would not be performed by the Planning Board.)

Assistant CRA Administrator D'Angelo presented to the Board and advised they had been tracking some of the issues which returned time and time again, and they decided to bring an amendment for consideration in two phases. The first phase was an immediate response to commercial development. A new Urban Design Specialist had been added to the CRA staff, and with that in mind, they recommended holding off on the major changes and implementing the modification process first to address these issues. They did think glazing should be addressed, but they wanted to take more time with the fenestration. At the last CRA meeting, there were comments addressing heritage trees and ways to preserve them. They had allowed further setbacks to address that preservation; because it was an urban design district, they wanted to see buildings closer to the street, but they also wanted to consider the heritage trees and desired to allow modification to this area. In staff's review, they felt this should not only apply to the CRA district but should be citywide and should be placed in the citywide section for heritage trees.

Board Member Grundhoefer asked if the changes had been considered by DPZ or just staff, and Ms. D'Angelo advised it was a feeling from the staff level that these observations should be addressed. Some of the common concerns on commercial development were

on glazing – the frontage occupation for certain uses; gas stations might need more consideration. Some of the commercial projects back up to residential, and those sides needed to be addressed. She explained the majority of the other areas already have some type of preservation or aesthetic district in place, so this would address those areas which did not have that protection. Staff explained DPZ had been involved with some of the aesthetics, and Ms. D'Angelo indicated DPZ had been retained to assist in the process and implementation of amendments to the overlay in response to stakeholder feedback. Chairperson Ritz explained whatever the vote of the Board, this item would proceed to Council for consideration.

Ms. D'Angelo stated essentially the Board was considering 1) the glazing table as recommended with the exception of the fenestration requirement, 2) the modification process in its entirety would remain, and 3) an adjustment to the City's overall code for heritage trees to allow additional setbacks in order to preserve heritage trees. The other items were to be reviewed by the Urban Design Specialist.

Under the modification process, 1) the Urban Design Specialist would be involved with the project to make sure it qualified, how it might be modified to be consistent with the intent of the Code, 2) it would be presented to an advisor/architect appointed by the Council (there would be two appointed in the event of a conflict of interest), and 3) the chairperson for the redevelopment board of the specific district would also have the opportunity for review. She advised this differed with variances in that it would be tied to uses rather than site specific and would not be required to go before a board; the intent was to have it streamlined with a quick process and at a lower cost.

For the glazing for the most common commercial, single-unit, single-use, it would be a reduction from 70% down to 50% with a substantial reduction on the third or fourth sides. For heritage trees, the CRA had suggested this modification be citywide. Chairperson Ritz indicated the agenda item was for the CRA overlay district, but the desire was to make this citywide. Assistant City Attorney Lindsay explained the only thing that would return to the Board would be a change in the LDC, and the Board was only voting on the item being presented pertaining to the CRA.

Chairperson Ritz was supportive of something which allowed the process to be reviewed by three persons to ensure that the project followed the intent but allowed some flexibility for the applicant. He pointed out glazing costs were high, and with the reduction in glazing, we would still maintain the appearance that's intended but allow developers to save money.

Ms. D'Angelo clarified the amendments being voted on were the first two bullet points:

- Creation of a modification process through abbreviated review.
- Single unit commercial building glazing set at 50%, limited to the primary and second street-facing building side.

The last two bullet points considered would be:

- Reduction in glazing on a second street-facing side for single-family and two-family residential buildings from 20% to 15%.
- Provision to encourage preservation of heritage trees by permitting, by right, additional setbacks for the purpose of preservation.

Ms. D'Angelo explained they did not want to remove the stormwater element but limit what could be developed, allowing for other designs which could accomplish that purpose and be aesthetically pleasing and limited in size. She indicated the city engineer was involved in the language of the amendment.

There were no other speakers.

**Board Member Villegas made a motion to approve, seconded by Board Member Powell, and it carried 6 to 0.**

Staff advised this item would proceed to Council's January 2022 agenda. Chairperson Ritz asked staff to investigate the Code changes for citywide tree preservation, and other Board members agreed. Staff suggested this as a discussion item on the January 2022 agenda.

**Open Forum** – None.

**Adjournment** – With no further business, the Board adjourned at 2:43 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary to the Board



Memorandum

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**File #:** 03-22

City Council

1/20/2022

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**LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Teniadé Broughton

**SUBJECT:**

PROPOSED ORDINANCE NO. 03-22 - AMENDMENT TO LAND DEVELOPMENT CODE SECTION 12-3-31 (6) AND TABLE 12-3-31.12 - COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 03-22 on first reading:

AN ORDINANCE AMENDING SECTION 12-3-31 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY DISTRICT STANDARDS; REVISING SECTION 12-3-31 (6) MODIFICATIONS AND APPEALS AND TABLE 12-3-31.12 GLAZING REQUIREMENTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Community Redevelopment Agency's Urban Design Overlay District Standards were adopted by City Council in May 2019. The intent of adopting these design standards was to preserve and maintain the traditional walkable, urban form and character of Pensacola's community redevelopment area neighborhoods. At the December 2021 Planning Board meeting, the Board recommended the following amendments to the ordinance:

1. The creation of a modification process through abbreviated review. Applications will be reviewed for appropriateness by the CRA Urban Design Specialist, an architectural advisor appointed by City Council, and the chairperson for the redevelopment board of the specific district the application is within.
2. The existing glazing table has been replaced with a new table which reduces the requirement on residential secondary frontages to 15%, addresses multiple frontages on non-residential uses, and expands the "uses" to included "commercial" as well as "light industrial" and "storage" classifications.

Further, the Planning Board recommended that an amendment to the overlay to create a provision to

encourage the preservation of heritage trees by permitting, by right, additional setbacks for the purpose of preservation be instead considered city-wide. This topic will be an agenda item for the January 2022 Planning Board meeting.

These three text amendments have been identified as the initial elements for revision. The need for additional modifications is being considered and will continue to be evaluated by Development Services staff, with guidance from the new Urban Design Specialist.

The Planning Board unanimously recommended approval of this amendment, and it carried 6 to 0.

**PRIOR ACTION:**

September 18, 2018 - The Planning Board held a public hearing and recommended adoption of the CRA Urban Design Standards.

January 15, 2019 - The CRA recommended that City Council adopt the CRA Urban Design Standards.

May 16, 2019 - City Council held a public hearing and approved Ordinance No. 10-19, creating the CRA Urban Design Overlay District on first reading.

May 30, 2019 - City Council adopted Ordinance No. 10-19, creating the CRA Urban Design Overlay District on second reading.

January 16, 2020 - City Council held a public hearing and approved on first reading an amendment redefining the boundary of the CRA Urban Design Overlay District.

February 13, 2020 - City Council adopted on second reading an amendment redefining the boundary of the CRA Urban Design Overlay District.

November 15, 2021 - The CRA referred revisions to the CRA Urban Design Overlay District Standards to the City of Pensacola Planning Board.

December 14, 2021 - The Planning Board recommended approval of revisions to the CRA Urban Design Overlay District Standards.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

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David Forte, Deputy City Administrator - Community Development  
Sherry Morris, AICP, Development Services Director  
M. Helen Gibson, AICP, CRA Administrator

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 03-22
- 2) Planning Board Minutes 12-14-2021

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 03-22

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-3-31 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY DISTRICT STANDARDS; REVISING SECTION 12-3-31 (6) MODIFICATIONS AND APPEALS AND TABLE 12-3-31.12 GLAZING REQUIREMENTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-3-31 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-3-31. Community redevelopment area (CRA) urban design overlay district.

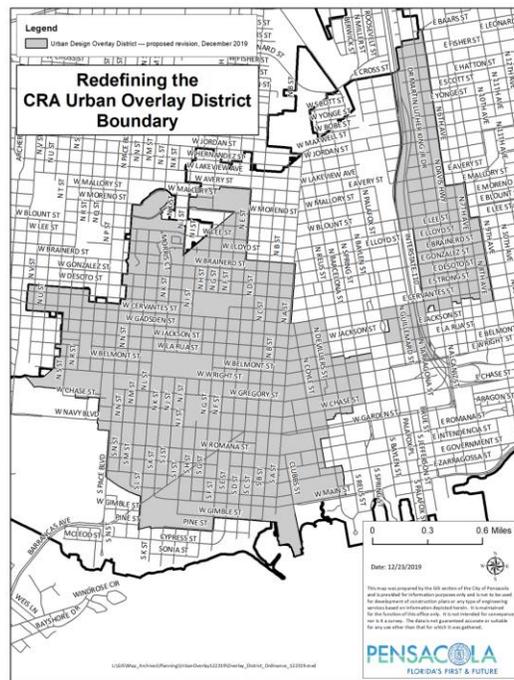
The regulations in this section shall be applicable to the community redevelopment area (CRA) urban design overlay district (CRAUDOD).

(1) *Intent.* The requirements set forth in this section are intended to:

- a. Preserve and maintain the urban pattern and architectural character of Pensacola's community redevelopment areas, while encouraging new construction that is compatible with that heritage, but also reflective of its time.
- b. Improve the physical appearance of the community redevelopment areas with urban design standards that provide more predictable results in terms of the form and character of buildings.
- c. Support the removal of blight within the community redevelopment areas by encouraging quality redevelopment.
- d. Support the future growth of the city, to ensure compatible and cohesive development, to remain resilient long-term, and to support the goals, objectives and policies of the city's comprehensive plan and community redevelopment area master plans.
- e. Coordinate the placement, orientation, and design of buildings to ensure a coherent and walkable streetscape and traditional urban character by creating well-defined street edges with continuous building walls, articulated facades, and architectural features that create visual interest and an attractive pedestrian environment.

- f. Capitalize on opportunities to attract and grow a variety of residential building types, retail, service, and cultural establishments to serve local needs, create regional attractions and a robust economic base.
  - g. Enable and encourage mixed-use development within the community redevelopment areas in support of viable and diverse locally-oriented business and cultural institutions.
  - h. Achieve context-based development and complete streets.
- (2) *Boundaries of the district.* The boundaries of the CRA urban design overlay district shall be as outlined on Figure 12-3-31.1. A more detailed map of the boundaries of the overlay is on file in the office of the city clerk.

FIGURE 12-3-31.1. CRA URBAN DESIGN OVERLAY DISTRICT BOUNDARIES



- (3) *Applicability.*
- a. These standards shall apply to all new construction within the CRA urban design overlay district. For purposes of this section, "new construction" includes construction on a parcel that is vacant or becomes vacant following demolition of an existing structure on the parcel; it also includes construction of a freestanding accessory building and ancillary improvements on a parcel, but does not include an addition to a current structure.
  - b. This section shall apply as an overlay to the underlying land development regulations. The land development regulations contained within this title shall apply unless pre-empted by this section. Where a conflict exists between this section and the underlying land development regulations, contained within this title, this section shall prevail.

- c. Standards, activated by "shall," are regulatory in nature, as defined within section 12-1-8 (general interpretative terms). Deviations from these standards shall only be permitted by variance in accordance with section 12-11-2 (appeals and variances).
  - d. Guidelines, activated by "should," are encouraged and recommended but not mandatory, as defined within section 12-1-8 (general interpretative terms). Developments subject to this overlay district are encouraged to incorporate them as appropriate in order to enhance and complement the built and natural environment. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.
  - e. Figures, tables and illustrations shall be interpreted as defined in section 12-1-8 (general interpretative terms) unless the context clearly indicates otherwise.
  - f. The provisions of this section are not intended to supersede, conflict with or replace any requirement in federal or state law pertaining to design, construction or accommodation requirements pertaining to persons with disabilities, and it is hereby declared to be the intent of the city that such requirements in federal or state law shall prevail over any provisions of this section to the extent of any conflict.
- (4) *Existing conditions.* Existing buildings and structures that do not conform to the requirements of this overlay district may be occupied, operated, repaired, renovated or otherwise continue in use in their existing nonconforming state unless demolished and rebuilt.
- (5) *Procedure for review.* All development regulated by this subsection shall be subject to the submission requirements contained within sections 12-11-5 (building permits), 12-3-120 (development plan requirements), and 12-3-121 (design standards and guidelines), as applicable. In addition to the plan submission requirements listed in sections 12-11-5 and 12-3-120, drawings illustrating compliance with this section shall be provided. Plans shall include drawings or sketches with sufficient detail to show, as far as they relate to exterior appearance, the architectural design of the building, including proposed materials, textures, and colors, and the plat plan or site layout, including all site improvements or features such as walls, fences, walkways, terraces, landscaping, accessory buildings, paved areas, signs, lights, awnings, canopies, screening, and other appurtenances. Facade and frontage yard types shall be specified along frontages in accordance with Table 12-3-31.10 (Facade Types) and Table 12-3-31.9 (Frontage Yard Types).
- (6) *Modifications and aAppeals and variances.* Appeals and variances shall be subject to section 12-11-2 (appeals and variances). The standards established in this section are intended to achieve the principles outlined in subsection (1). However, specific site features, physical barriers or easement, and challenging characteristics affiliated with a particular site or type of use may create conditions that make compliance with a specific standard impractical or undesirable. In such instances alternative design solutions that achieve the principles defined in

subsection 1 of this section may be considered. This section establishes the procedures for considering requests for a modification to the standards.

Modifications shall be approved through an abbreviated review process. This process shall require review by an architect advisor appointed by the City Council, the Chair of the applicable redevelopment board representing the redevelopment district for which the project is located and the Urban Design Specialist. City Council shall appoint two architects to serve as the architect advisor(s), a primary and an alternate. In the absence of the architect advisor or in the event of a conflict of interest, the alternate architect shall serve in the capacity of the architect advisor. The appointed architects shall not be employed by the same firm or have any other relationship that would constitute a conflict of interest between them.

1. Review shall consider the principles defined in subsection (1) of this section.
2. The decision to approve, deny or approve with modifications shall be based on the following considerations:
  - i. The physical conditions of the property such as flood plain, drainage or small or irregular lot shape making compliance to the specific standard physically impossible and this hardship is not created by the applicant; and/or
  - ii. If by its nature, including its function and intensity, the development constitutes a special use or presents a particular circumstance that causes challenges integrating into an urban, walkable, neighborhood environment; and
  - iii. The modification will not significantly impact adjacent property owners, the character of the area, traffic conditions, parking, public infrastructure, water quality, or other matters affecting the public health, safety and general welfare; and
  - iv. The modification will not result in a substantial departure from the key principles that buildings should:
    - (a) Front the street and be located close to the street edge
    - (b) Provide interest to those walking and biking past by avoiding blank walls
    - (c) Create a human-scaled street edge and add value to the walkability of streets
    - (d) Include key architectural features which reflect traditional neighborhood character
3. Appeals shall be referred to the Zoning Board of Adjustments.

(7) *Urban design standards and guidelines.*

a. *Building height.*

1. Intent. Within the overlay district, height for single-family residential types will be measured in feet and multifamily, mixed-use and nonresidential buildings will be measured in stories. Measuring height in stories rather than feet has numerous benefits which include:
  - i. To provide greater creativity for a natural variety of roof forms;
  - ii. To recognize the need of different users, as commercial floor plates are different than residential floor plates;
  - iii. To remove the incentive to create short floorplates, and instead encourage more gracious floor-to-ceiling heights for environmental health, without penalizing property owners; and
  - iv. To protect the historical proportions of Pensacola's community redevelopment areas.
2. Maximum building heights for principal and accessory buildings shall be as defined by the form standards in Tables 12-3-31.3 to 12-3-31.8.
3. Building height is measured as follows:
  - i. Where maximum height is specified, the measurement shall be taken from the finished grade at the front of the building.
  - ii. Building height shall be measured in feet for single-family residential types as defined in the form standards in Tables 12-3-31.3 to 12-3-31.8 and as follows:
    - (a) For pitched roof buildings, to the bottom of the lowest eave of the principal structure.
    - (b) For flat roof buildings, to the bottom of the parapet.
    - (c) Minimum floor to ceiling height in single-family residential types shall be nine feet per floor.
  - iii. Building height shall be measured in stories for multifamily, mixed-use and nonresidential buildings as follows:
    - (a) Multifamily buildings shall be limited by ground floor story and above ground story height in accordance with Table 12-3-31.1.

TABLE 12-3-31.1. MULTIFAMILY STORY HEIGHT REQUIREMENTS

Zoning Category	Ground Floor Story Height		Above Ground Story Height
	Max.	Min.	Max.
R-2A through C-3	16 ft.	12 ft.	14 ft.

(b) Mixed-use and nonresidential buildings shall be limited by ground floor story and above ground story height in accordance with Table 12-3-31.2.

TABLE 12-3-31.2. MIXED-USE/NONRESIDENTIAL STORY HEIGHT REQUIREMENTS

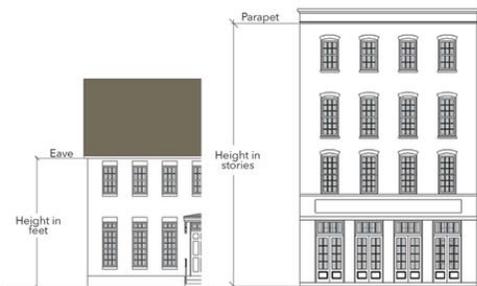
Zoning Category	Ground Floor Story Height		Above Ground Story Height
	Max.	Min.	Max.
R-1AAA through R-2A	16 ft.	12 ft.	14 ft.
R-NC, R-NCB and R-2	20 ft.	14 ft.	14 ft.
C-1, C-2, C-2A and C-3	24 ft.	14 ft.	14 ft.

(c) Stories are measured from finished floor to finished floor with the exception of one-story buildings that shall be measured floor to ceiling.

(d) Story heights that exceed the maximum permitted height specified in Tables 12-3-31.1 and 12-3-31.2 shall count as two stories. Height defined within this subsection shall not supersede height as defined by the Florida Building Code.

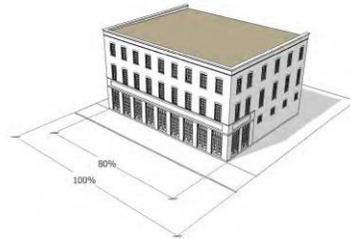
iv. See Illustration 12-3-3.1 for a depiction of height measurements in feet and stories.

ILLUSTRATION 12-3-3.1. MEASURING BUILDING HEIGHT



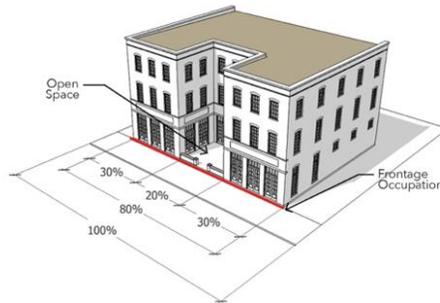
4. Parking garages shall not exceed the height of the principal building on the site. Parking garages shall not be subject to floor to floor height requirements according to subsection (7)a.3.iii of this section. Stand-alone parking garages shall only conform to the number of stories permitted within the form standards in Tables 12-3-31.3 to 12-3-31.8.
  5. Roof pitch.
    - i. Gable or hipped roofs shall have a minimum pitch of 6:12 and a maximum pitch of 12:12.
    - ii. Shed roofs shall have a minimum pitch of 4:12.
- b. *Building orientation.*
1. Intent. Buildings should have their principal pedestrian entrance along a street, pedestrian way or open space, with the exception of entrances off a courtyard, visible from public rights-of-way.
  2. Building frontage occupation shall conform to the form standards in Tables 12-3-31.3 to 12-3-31.8.
  3. Buildings shall be oriented so that the principal facade is parallel to the street it faces for the minimum building frontage occupation required in the form standards in Tables 12-3-31.3 to 12-3-31.8. See Illustration 12-3-31.2 for a depiction of minimum frontage occupation requirements.

ILLUSTRATION 12-3-31.2. MINIMUM BUILDING FRONTAGE OCCUPATION



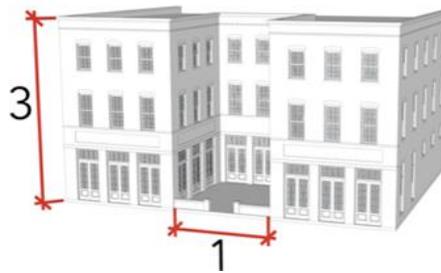
4. Lot width shall be measured along the right-of-way at the front property line. Lot width measurements at the building setback line and minimum lot area shall not apply.
5. Forecourts, courtyards and other such defined open spaces shall count towards minimum frontage requirements. See Illustration 12-3-31.3 for an illustration depicting minimum frontage occupation requirements with open space.

ILLUSTRATION 12-3-31.3. MINIMUM BUILDING FRONTAGE OCCUPATION WITH OPEN SPACE



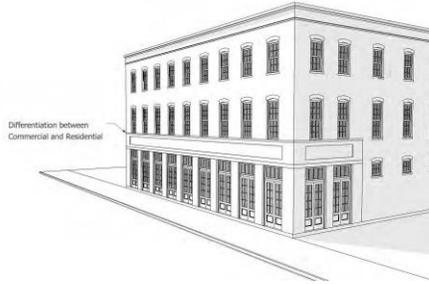
6. Ground floor units in multifamily residential buildings shall provide landscaping, walls, and/or fences that provide some privacy for the building.
- c. *Building massing.*
1. Intent. Buildings should be designed in proportions that reflect human-scaled pedestrian movement, and to encourage interest at the street level.
  2. Where provided, multifamily building courtyards shall maintain a minimum width to height ratio of 1 to 3 in at least one dimension in order to avoid light well conditions. Courtyards should be wider than the minimum where possible. See Illustration 12-3-31.4 for depiction of courtyard ratio measurements.

ILLUSTRATION 12-3-31.4. COURTYARD HEIGHT TO WIDTH RATIO MEASUREMENTS



3. The design and facade treatment of mixed-use buildings shall differentiate commercial from residential uses with distinguishing expression lines (such as cornices, projections, banding, awnings, terraces, etc.), changes in fenestration, facade articulation and/or material changes. See Illustration 12-3-31.5 for depiction of mixed-use building differentiation of uses.

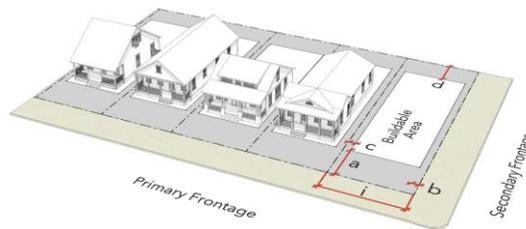
ILLUSTRATION 12-3-31.5. MIXED USE BUILDING  
DIFFERENTIATION OF USES



4. Single-family units shall be distinguished from abutting units with changes in unit entry, plane, color, materials, front porches, front stoops, fenestration, and/or building elements such as railings.
  5. All service and loading areas shall be entirely screened from public right-of-way as follows:
    - i. Equipment shall be screened.
    - ii. If outdoor storage areas are separate from the building they serve, the fence materials shall be limited to masonry, concrete, stucco, wood, PVC and metal, excluding chain-link.
  6. HVAC and mechanical equipment are restricted as follows:
    - i. They shall be prohibited in frontage yards.
    - ii. They shall be integrated into the overall building design and not be visible from adjoining streets and or open spaces.
    - iii. Through-wall units shall be prohibited along street frontages and open spaces, unless recessed within a balcony.
  7. Mechanical equipment on roofs shall be visually screened from the street with parapets or other types of visual screens of the minimum height necessary to conceal the same.
  8. Roof top parking shall be visually screened with articulated parapet walls or other architectural treatment.
  9. Exterior wall materials prohibited for all single-family residential types shall include:
    - i. Corrugated metal panels; and
    - ii. Exposed concrete block.
  10. Material requirements contained within section 12-3-121(c)(8) (design standards and guidelines) shall apply within the CRA urban design overlay district.
- d. *Form standards.*

1. Form standards within the CRA urban design overlay district shall be as defined in Tables 12-3-31.3 to 12-3-31.8.
2. Exceptions to form standards.
  - i. Front setbacks in R-1AAA, R-1AA, and R-1A shall not be less than the average setback of all frontage yards (front and exterior side yards) located on either side of the block face, up to the minimum front setback defined in form standards in Tables 12-3-31.3 and 12-3-31.5. In cases where no other dwellings exist within the block, the front setback shall be no less than the front setback defined in form standards in Tables 12-3-31.3 and 12-3-31.5.
  - ii. Each single-family attached dwelling unit shall be located on its own lot. If a development requires subdivision procedures, it shall be subject to and must comply with subdivision regulations as set forth in chapter 12-7.
  - iii. Where lot occupation and setback standards differ from the dense business area (DBA), as defined in chapter 12-13 (definitions), the standards in the DBA shall prevail.

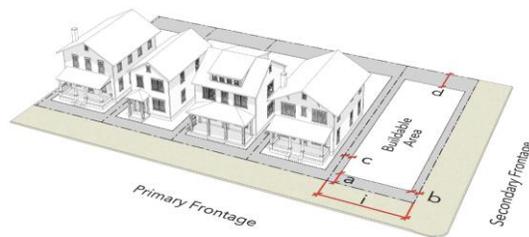
TABLE 12-3-31.3. SINGLE-FAMILY DETACHED AND TWO-FAMILY ATTACHED (DUPLEX) RESIDENTIAL BUILDING TYPES - R-1AAA THROUGH R-1A



Setbacks - Principal Building (feet)	
Front	20 min.
Front, Secondary(4)	5 min.
Side (Interior)(4)	5 min.
Rear	30 min./20 min. (30' lots)
Frontage (min.)	
Primary	45%/40% (lots < 42')
Lot Occupation(5)	
Lot Width(3)	30 ft. min.
Lot Coverage	50% max.
Building Height (max.)	
Principal Building(1)	35 ft.
Accessory Building(1)	24 ft.
Parking (min.)	

Off-street(2)	1/unit
Setbacks - Accessory Building (feet)	
Front	50 min.
Front, Secondary(4)	5 min.
Side (Interior)	1 min.
Rear	3 min.
Frontage Yard Types	
Standard	Permitted
Shallow	Not Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted
Facade Types	
Porch	Permitted
Stoop	Not Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted
Notes:	
(1) Measured according to subsection (7)a.3 of this section.	
(2) See subsection (7)h.2 of this section for exceptions.	
(3) Lot width shall only be measured from the right-of-way line. Lot width at the building setback line shall not apply.	
(4) Minimum setback for 30-foot lots shall be three feet measured from the finished wall or the minimum setback required per applicable Florida Building Code.	
(5) Minimum lot area shall not apply.	

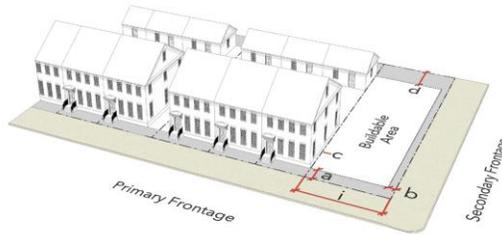
TABLE 12-3-31.4. SINGLE-FAMILY DETACHED AND TWO-FAMILY ATTACHED (DUPLEX) RESIDENTIAL BUILDING TYPES- R-1B THROUGH C-3



Setbacks - Principal Building (feet)	
Front	8 min./20 max.
Front, Secondary(4)	5 min.
Side (Interior)(4)	5 min.
Rear	25 min./20 min. (30' lots)
Frontage (min.)	

Primary	45%/40% (lots < 42')
Lot Occupation(5)	
Lot Width(3)	30 ft. min.
Lot Coverage	50% max.
Building Height (max.)	
Principal Building(1)	35 ft.
Accessory Building(1)	24 ft.
Parking (min.)	
Off-street(2)	1/unit
Setbacks - Accessory Building (feet)	
Front	50 min.
Front, Secondary(4)	5 min.
Side (Interior)	1 min.
Rear	3 min.
Frontage Yard Types	
Standard	Permitted
Shallow	Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted
Facade Types	
Porch	Permitted
Stoop	Not Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted
Notes:	
(1) Measured according to subsection (7)a.3 of this section.	
(2) See subsection (7)h.2 of this section for exceptions.	
(3) Lot width shall only be measured from the right-of-way line. Lot width at the building setback line shall not apply.	
(4) Minimum setback for 30-foot lots shall be three feet measured from the finished wall or the minimum setback required per applicable Florida Building Code.	
(5) Minimum lot area shall not apply.	

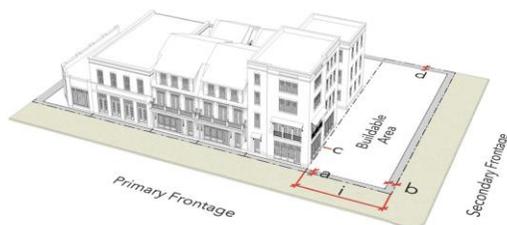
TABLE 12-3-31.5. SINGLE-FAMILY ATTACHED (TOWNHOUSE)  
RESIDENTIAL BUILDING TYPES - R-1AA THROUGH C-3



Setbacks - Principal Building (feet)	
Front	8 min.
Front, Secondary	5 min.
Side (Interior)(1)	0 or 5 min.
Rear	25 min.
Frontage (min.)	
Primary	80%
Lot Occupation(3)	
Lot Width	16 ft. min.
Lot Coverage	75% max.
Building Height (max.)	
Principal Building(2)	45 ft.
Accessory Building(2)	24 ft.
Parking (min.)	
Off-street	1/unit
Setbacks - Accessory Building (feet)	
Front	50 min.
Front, Secondary	5 min.
Side (Interior)	1 min.
Rear	3 min.
Frontage Yard Types	
Standard	Not Permitted
Shallow	Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted
Facade Types	
Porch	Permitted
Stoop	Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted
Notes:	

(1) Zero-foot minimum (attached/zero-lot-line buildings)/five-foot minimum (detached buildings).
(2) Measured according to subsection (7)a.3 of this section.
(3) Minimum lot area shall not apply.

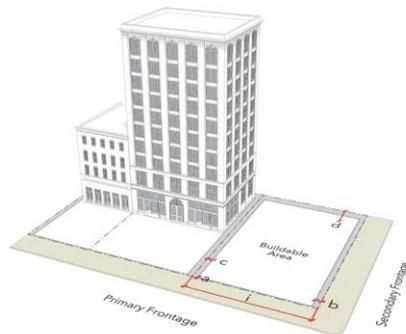
TABLE 12-3-31.6. MULTIFAMILY, MIXED-USE, NEIGHBORHOOD COMMERCIAL AND COMMERCIAL BUILDING TYPES



Setbacks - Principal Building (feet)	
Front (Com./Res.)(1)	5 max./15 max.
Front, Secondary (Com./Res.)	5 max./15 max.
Side (Interior)(3)	0 or 5 min.
Rear	none
Frontage (min.)	
Primary	80%
Lot Occupation(4)	
Lot Width	16 ft. min.
Lot Coverage	75% max.
Building Height (max.)	
Principal Building(2)	4 stories
Accessory Building(2)	N/A
Off-Street Parking (min.)	
Residential	1/unit
Commercial	Per subsection (7)h of this section
Setbacks - Accessory Building (feet)	
Front	N/A
Front, Secondary	N/A
Side (Interior)	N/A
Rear	N/A
Frontage Yard Types	
Standard	Not Permitted
Shallow	Permitted
Urban	Permitted
Pedestrian Forecourt	Permitted
Vehicular Forecourt	Permitted

Facade Types	
Porch	Not Permitted
Stoop	Permitted
Common Entry	Permitted
Gallery	Permitted
Storefront	Permitted
Notes:	
(1) Lots within the dense business area shall be permitted the lesser front setback.	
(2) Measured according to subsection (7)a.3 of this section.	
(3) Zero-foot minimum (attached/zero-lot-line buildings)/five-foot minimum (detached buildings).	
(4) Minimum lot area shall not apply.	

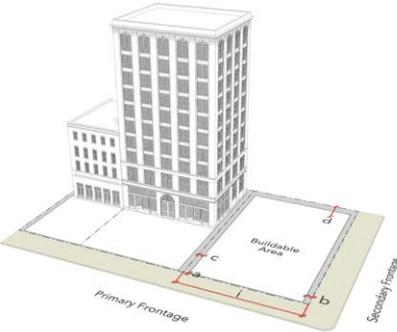
TABLE 12-3-31.7. MULTIFAMILY, MIXED-USE AND COMMERCIAL BUILDING TYPES - C-2A, C-2, C-3



Setbacks - Principal Building (feet)		
Front (Com./Res.)(1)	5 max./15 max.	
Front, Secondary (Com./Res.)	5 max./15 max.	
Side (Interior)(3)	0 or 5 min.	
Rear	none	
Frontage (min.)		
Primary	80%	
Lot Occupation(4)		
Lot Width	16 ft. min.	
Lot Coverage	100% max.	
Building Height (max.)		
Principal Building(2)	10 stories	

Accessory Building	N/A	
Off-Street Parking (min.)		
Residential	1/unit	
Commercial	Per subsection (7)h of this section	
Setbacks - Accessory Building (feet)		
Front	N/A	
Front, Secondary	N/A	
Side (Interior)	N/A	
Rear	N/A	
Frontage Yard Types		
Standard	Not Permitted	
Shallow	Permitted	
Urban	Permitted	
Pedestrian Forecourt	Permitted	
Vehicular Forecourt	Permitted	
Facade Types		
Porch	Not Permitted	
Stoop	Not Permitted	
Common Entry	Permitted	
Gallery	Permitted	
Storefront	Permitted	
Notes:		
(1) Lots within the dense business area shall be permitted the lesser front setback.		
(2) Measured according to subsection (7)a.3 of this section.		
(3) Zero-foot minimum (attached/zero-lot-line buildings)/five-foot minimum (detached buildings).		
(4) Minimum lot area shall not apply.		

TABLE 12-3-31.8. HYBRID COMMERCIAL: MULTIFAMILY, MIXED-USE AND COMMERCIAL BUILDING TYPES - C-3 ALONG C3C FDOT CONTEXT ZONE



Setbacks - Principal Building (feet)		
Front	60 max.	
Front, Secondary	40 max.	
Side (Interior)(2)	0 or 5 min.	
Rear	none	
Frontage (min.)		
Primary	60%	
Lot Occupation(3)		
Lot Width	16 ft. min.	
Lot Coverage	100% max.	
Building Height (max.)		
Principal Building(1)	10 stories	
Accessory Building	N/A	
Off-Street Parking (min.)		
Residential	1/unit	
Commercial	Per subsection (7)h of this section	
Setbacks - Accessory Building (feet)		
Front	N/A	
Front, Secondary	N/A	
Side (Interior)	N/A	
Rear	N/A	

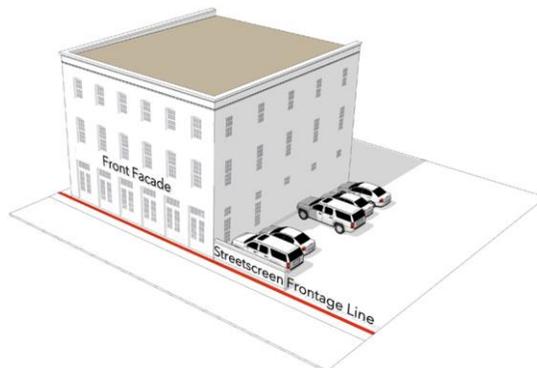
Frontage Yard Types		
Standard	Not Permitted	
Shallow	Permitted	
Urban	Permitted	
Pedestrian Forecourt	Permitted	
Vehicular Forecourt	Permitted	
Facade Types		
Porch	Not Permitted	
Stoop	Not Permitted	
Common Entry	Permitted	
Gallery	Permitted	
Storefront	Permitted	
Notes:		
(1) Measured according to subsection (7)a.3 of this section.		
(2) Zero-foot minimum (attached/zero-lot-line buildings)/five-foot minimum (detached buildings).		
(3) Minimum lot area shall not apply.		

e. *Frontage types.*

1. Intent. New buildings proposed for existing neighborhoods should be compatible with or complement the architectural character and siting pattern of neighboring buildings. Maintaining a consistent street-wall is a fundamental component for a vibrant pedestrian life and a well-defined public realm. Buildings closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of buildings along the edge of the sidewalk should be given particular attention, as it is that portion of the buildings that is the primary contributor to pedestrian activity.
2. Frontage yard type shall be selected and specified along frontages in accordance with the frontage yard types in Table 12-3-31.9 and subject to the standards and guidelines in this section, including the form standards in Tables 12-3-31.3 to 12-3-31.8.
3. In addition to the frontage yard type standards contained within Table 12-3-31.9, the following shall be required:

- i. Frontage yards shall be wholly open to the sky and unobstructed, except for trees, roof projections, and permitted encroachments attached to principal buildings.
- ii. Impervious surfaces and walkways in frontage yards shall be subject to the following requirements:
  - (a) Where single-family attached units occupy a common site, each attached single-family unit with an entrance towards a frontage shall have a walkway connecting the sidewalk to the attached single-family entrance. See Table 12-3-31.9.A (Frontage Yard Types - Shallow Yard) for an illustration depicting single-family attached walkway connections.
  - (b) At cluster courts, the shared court shall have a walkway connecting the sidewalk at the primary frontage with building entries. See Table 12-3-31.9.B (Frontage Yard Types - Cluster Court) for an illustration depicting cluster court walkway connections.
- iii. For multifamily, mixed-use and nonresidential types, any portion of a frontage not occupied by buildings, driveways, or walkways shall be lined with a streetscreen as follows:
  - (a) Streetscreens shall meet the fencing and wall standards according to the frontage yard types specified in Table 12-3-31.9.
  - (b) Streetscreens, up to 24 feet long, shall count towards minimum frontage requirements.
  - (c) Streetscreens shall be coplanar with the primary building facade, as depicted in Illustration 12-3-31.6 below.

ILLUSTRATION 12-3-31.6. STREETSCREEN ILLUSTRATED



- iv. Street trees and landscaping in frontage yards shall comply with the requirements of subsection (8) of this section.
- v. Stormwater ponds shall be prohibited along frontages.
- vi. Frontage yard setbacks shall be as follows:
  - (a) Buildings shall be set back in accordance with the form standards specified in Tables 12-3-31.3 to 12-3-31.8.
  - (b) Where maximum setbacks are specified, they pertain only to the amount of building facade required to meet the minimum building frontage occupation requirements defined in the form standards specified in Tables 12-3-31.3 to 12-3-31.8.

TABLE 12-3-31.9. FRONTAGE YARD TYPES

A. Standard Yard (Fenced or not)	
Illustration	
Surface	Fifty percent minimum shall be pervious material. A minimum of one tree is required per subsection (6)a of this section. Paving is limited to walkways, and driveways.
Walkways	One per frontage connecting the sidewalk at the primary frontage with building entries.
Fencing	Permitted along frontage lines, and according to subsection (5)h of this section.
B. Cluster Court	
Illustration	
Surface	A minimum 50 percent of the court shall be landscaped with ground cover, trees, or understory trees. Paving is limited to walkways, and driveways.
Walkways	Court shall be a minimum 20 feet wide and a min. 1,000 square feet in size, and shall have a walkway connecting the sidewalk at the primary frontage with building entries.
Fencing	Permitted except along street frontages, fronted by a shared court, according to subsection (5)h of this section.
C. Shallow Yard	

Illustration	
Surface	Maximum setback of eight feet. Fifty percent minimum shall be landscaped in R-1A, and R-1B and up to 100 percent may be paved in R-NC and R-NCB.
Walkways	One per frontage connecting the sidewalk at the primary frontage with building entries.
Fencing	Permitted interior to the building setback line at primary street frontages. Permitted at or interior to secondary street frontage lines according to subsection (5)h of this section.
<b>D. Urban Yard</b>	
Illustration	
Surface	Shall be paved at sidewalk grade.
Walkways	Shall be paved at sidewalk grade. Vegetation is permitted in raised containers.
Fencing	Not permitted
<b>E. Pedestrian Forecourt</b>	
Illustration	
Surface	Minimum 80 percent paving.
Fencing	Permitted at or interior to building setback lines and according to subsection (5)h of this section.
Area	Forecourt: A minimum 20 feet wide up to 30 percent of the allowable frontage, and a maximum 50 feet deep.
Activation	Shall be lined with habitable space on three sides, or on two sides at corner sites.
<b>F. Vehicular Forecourt</b>	
Illustration	
Surface	Driveway shall be paved at sidewalk grade. The remainder of front setback may be paved or landscaped.
Fencing	Low wall, maximum 24 inches high, of either brick or stone is permitted.
Area	Forecourt: 4,200 square feet maximum.

Activation	Shall be lined with habitable space on three sides, or on two sides at corner sites.
------------	--------------------------------------------------------------------------------------

f. *Building elements.*

1. *Intent.* Buildings should be architecturally articulated with such elements as distinguishing expression lines, changes in fenestration, material and/or color and designed in proportions that reflect human-scaled pedestrian movement to encourage interest at the street level.
2. *Facade types.* Facade types shall be as follows:
  - i. Porches, stoops, common entries, galleries and storefronts shall constitute allowable facade types as defined in Table 12-3-31.10 in accordance with the form standards in Tables 12-3-31.3 to 12-3-31.8.
  - ii. Facade types shall be selected and specified along frontages in accordance with Table 12- 2-25.10.
    - (a) Porches shall not be required for single-family detached and two-family (duplex).
  - iii. Projections into setbacks shall be permitted as follows:
    - (a) Roof overhangs, cornices, window and door surrounds and other facade decoration may project up to two feet.
    - (b) Where permitted, shading devices may project into the front setback up to the property line with a minimum eight-foot clearance.
    - (c) Balconies may project up to three feet.
    - (d) Bay windows may project up to three feet.
    - (e) Porches and stoops may project in accordance with the facade types defined in Table 12-3-31.10.
    - (f) Projections shall not, in any instance, exceed beyond the property line.

TABLE 12-3-31.10. FACADE TYPES

<i>A: Porch</i>		
Entry Grade	Minimum 18 inches above finished grade	
Requirements	Required at the primary building entrance.	
	Porches shall be a minimum six feet in depth.	

	Porches and related structures may project into front setbacks a maximum ten feet.	
	Porch openings shall be vertical in proportion.	
	Porches shall be a maximum ten feet in height. Columns shall have a minimum diameter of six inches, and should have a capital and a base.	
<i>B: Stoop</i>		
Entry Grade	Minimum 34 inches above finished grade.	
Requirements	A stoop is required at building entrances, projecting from the facade.	
	Wood is prohibited for stoop railings.	
	Stoops and related structures may project into front setbacks up to 100 percent.	
<i>C: Common Entry</i>		
Entry Grade	Minimum 18 inches and a maximum 24 inches above finished grade	
Requirements	A single collective entry to a multifamily lobby is required at the primary building entrance.	
	Canopies and awnings are permitted to project into front setbacks up to 100 percent of their depth.	
<i>D: Gallery</i>		
Entry Grade	At sidewalk grade	
Requirements	Where a gallery occurs, it is required along a minimum of 80 percent of the frontage.	
	Encroachments are permitted according to	

	subsection (5)g of this section.	
	Awnings are not permitted in galleries.	
<i>E: Storefront</i>		
Entry Grade	At sidewalk grade	
Requirements	A storefront is required at the primary entrance of the tenant space. Storefronts are permitted according to subsection (7)f.4 of this section.	

3. *Building entries.* Building entries shall be as follows:

- i. Building entrances shall be clearly visible from the street.
- ii. One building entry shall be provided every 80 feet of facade leading to a habitable space.
- iii. Building entries for mixed-use buildings shall differentiate entrances for residential and commercial uses.
- iv. Entries for multifamily buildings shall provide protection from the elements with canopies, marquees, recesses or roof overhangs.
- v. Residential building entries shall be restricted as follows:
  - (a) Single-family and multifamily residential buildings shall be raised above finished grade, at the front of the building, according to facade types defined in Table 12-3-31.10.
  - (b) In no instance shall single-family and multifamily residential building entries be raised less than 18 inches above finished grade.
  - (c) Entry grade shall be measured from the finished grade to the first finished floor.
- vi. Mixed-use and commercial building entries shall be at sidewalk grade.

4. *Storefronts.*

- i. Intent. Storefronts should be architecturally articulated through the varied use of high-quality durable materials, display windows, entrances, awnings and buildings signs. Their signage, glazing and doors should be conceived as a unified design. High quality, durable materials are especially important at street level within reach of pedestrians.

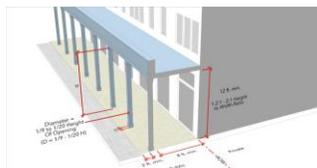
- ii. Storefronts shall provide a minimum of 70 percent glazing (void to solid ratio of surface area along principal facades at the ground level).
  - iii. Extruded aluminum storefront frames are discouraged, and where used, shall present a simple, relatively flat profile to avoid heavily extruded profiles.
  - iv. Opaque, smoked, and reflective glass on storefront windows shall be prohibited. Low-E shall be permitted as per Florida Building Code.
  - v. Materials for storefronts shall consist of stone, brick, concrete, stucco, metal, glass, cementitious siding and/or wood. Construction detail and finish shall adhere to craftsman standards.
  - vi. Outdoor dining areas on sidewalks and/or within the public right-of-way shall be permitted subject to the following standards:
    - (a) Outdoor dining areas shall be separated from public walkways and streets using railings, fences, bollards, planters, and/or landscaping.
    - (b) A minimum unobstructed pedestrian path of at least six feet wide shall be provided along public rights-of-way.
    - (c) Outdoor dining areas within the public right-of-way shall comply with section 12-11-7 (license to use).
- g. *Building encroachments.*
- 1. Encroachments located within the public right-of-way shall comply with section 12-11-7 (license to use), section 12-3-58 (visibility triangle) and any clearance standards established by the engineering division of the city public works and facilities department and the Florida Greenbook.
  - 2. Awnings for storefronts and canopies are not subject to section 12-11-7 (license to use) but shall be restricted as follows:
    - i. Awning and canopies may project into the public right-of-way, up to a maximum of two feet from the curb.
    - ii. Awnings and canopies shall be a minimum of six feet in depth and have a minimum of eight feet of vertical clearance. See Illustration 12-3-31.7 for a depiction of awning and canopy encroachment measurements.

### ILLUSTRATION 12-3-31.7. AWNING AND CANAOPY ENCROACHMENT MEASUREMENTS



3. Galleries shall be restricted as follows:
  - i. Galleries shall be subject to and shall comply with section 12-11-7 (license to use).
  - ii. Galleries shall not alter height or width along a building facade.
  - iii. Galleries shall be a minimum of eight feet in depth and a minimum of 12 feet in height, maintaining a 1.2:1 to a 2:1 height to width ratio, as depicted in Illustration 12-3-31.8.
  - iv. Gallery columns should have a diameter between one-ninth and 1/20 their height, measured from the base to the bottom of the entablature, as depicted in Illustration 12-3-31.8, and should have a capital and a base.
  - v. Galleries should encroach into building setbacks.
  - vi. Galleries should encroach over sidewalks.
  - vii. Where galleries encroach over sidewalks, they shall not extend beyond a maximum of two feet from the curb, as depicted in Illustration 12-3-31.8.

### ILLUSTRATION 12-3-31.8. GALLERY ENCROACHMENTS



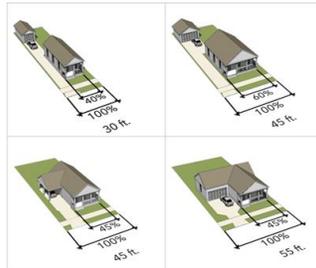
- h. *Parking access, design and reductions.*
  1. Intent. The intent of these standards is to guide the placement and design of parking, when it is provided. Vehicular parking spaces should be carefully integrated to avoid the negative impacts of large surface parking areas on the pedestrian environment. In general, parking supply should be shared by multiple users and property owners to facilitate the ability to "park once and walk." On-street parallel parking is encouraged on both sides of the street to provide a supply of convenient shared parking, and as a means to provide a protective buffer for pedestrians on the sidewalk. Where surface parking is permitted, it should be hidden or screened from the pedestrian realm

by use of garden walls and narrow landscape edges. Parking garages, where provided, should be masked from frontages by liner buildings no less than 24 feet in depth. They are encouraged to be designed for possible future conversion to other non-parking functions, including office, residential and/or commercial use.

2. All parking access and design shall comply with the form standards in Tables 12-3-31.3 to 12-3-31.8 and the following:
  - i. Parking standards in the dense business area (DBA) defined in chapter 12-13 (definitions) shall take precedence over the form standards in Tables 12-3-31.3 to 12-3-31.8 and those included in this subsection.
  - ii. Minimum parking requirements are as follows:
    - (a) Parking requirements shall be in accordance with section 12-4-1(2) (parking requirements for specific land uses) with the following exception:
      - (1) Off-street parking requirements for residential use types shall be one space per unit unless otherwise exempted.
    - (b) Shared parking shall be according to section 12-4-1(4) (off-site parking).
    - (c) Parking reductions shall be calculated according to Table 12.3-1 (Downtown Pensacola CRA Parking Reductions).
    - (d) Lots 30 feet or less in width shall not be subject to minimum parking requirements, except for:
      - (1) Lots fronting streets where on-street parking is not permitted.
    - (e) Lots less than 42 feet wide shall be accessed from a rear lane, where possible. Where not possible, the following exceptions shall be permitted, in coordination with the engineering division of the city public works and facilities department:
      - (1) Parking in the rear of the lot, subject to accessory structure setbacks as defined within the form standards in Tables 12-3-31.3 to 12-3-31.8. Shared driveways are encouraged.
      - (2) A single-car garage, subject to the minimum frontage occupation requirements defined within the form standards in Tables 12-3-31.3 to 12-3-31.8.
      - (3) Driveways shall be exempt from minimum width and spacing requirements defined in subsection (9)b.4 of this section.

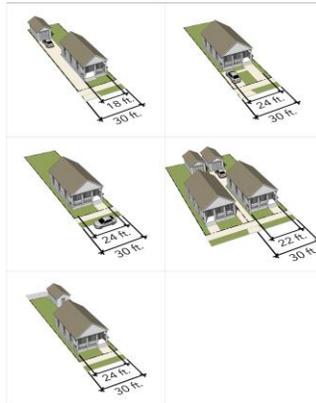
- (f) Lots shall be accessed through a rear lane when the development is over 75 percent of the block.
- iii. Vehicular parking location is restricted as follows:
  - (a) Single-family residential types.
    - (1) Residential off-street parking, where required, shall be provided within garages, carports or on driveways for all single-family residential types.
    - (2) Uncovered parking shall be permitted the entire length of the driveway, including within the front setback, but not beyond the property line.
    - (3) Single-family detached and two-family (duplex) off-street parking.
      - a. Covered or garage parking for single-family detached and two-family (duplex) buildings shall be set back a minimum 20 feet behind the principal building facade. See Illustration 12-3-31.9 for a depiction of covered parking placement for single-family detached and two-family attached (duplex) buildings.

ILLUSTRATION 12-3-31.9. GARAGE LOCATIONS ILLUSTRATED



- b. The outer edge of driveways shall be placed a maximum of two feet from either side property line. See Illustration 12-3-31.10 for a depiction of driveway placement for single-family detached and two-family attached (duplex) buildings on 30 feet wide lots.

ILLUSTRATION 12-3-31.10. DRIVEWAY LOCATIONS ILLUSTRATED



- (4) Single-family attached. Off-street parking for single-family attached residential types shall only be permitted in the rear 50 percent of the lot.
  - (5) Tandem parking is encouraged.
  - (6) Shared driveways are encouraged.
- (b) Multifamily, mixed-use and nonresidential types.
- (1) Off-street parking shall not be permitted within the front setback area. Exceptions include:
    - a. Properties adjacent to a thoroughfare identified as an FDOT C3C Suburban Commercial Context Classification Zone as defined within subsection (9)a.2 of this section (context classification). Such properties shall conform to the form standards according to Table 12-3-31.8 (Hybrid Commercial).
  - (2) Off-street parking shall be masked from frontages by liner buildings no less than 24 feet in depth to achieve the minimum frontage occupation. See Illustration 12-3-31.11 depicting off-street parking lot masking with liner buildings and subsection (7)e.3.iii of this section for permitted streetscreen requirements.

ILLUSTRATION 12-3-31.11. PARKING LOT MASKING WITH LINER BUILDINGS



(3) The ground floor of commercial buildings with a gross floor area less than 1,500 square feet shall be exempt from parking requirements.

iv. Bicycle parking.

(a) Minimum bicycle parking requirements shall be as follows:

- (1) Bicycle parking shall not be required for single-family residential or multifamily residential with less than eight units.
- (2) Bicycle parking requirements shall be according to Table 12-3-31.11.

TABLE 12-3-31.11. MINIMUM REQUIRED BICYCLE PARKING

Building Type	Location	R-2A through C-2A	C-2, C-3*
Multifamily	Primary & Secondary Frontages	Minimum 0.25 spaces per unit	Minimum 0.50 spaces per unit
Nonresidential	Primary & Secondary Frontages	Minimum 0.50 spaces per 1,000 square feet	Minimum 0.75 spaces per 1,000 square feet

\*Excluding C3C Context Zones.

(3) Bicycle parking locations within the public right-of-way shall be coordinated with the engineering division of the city public works and facilities department and subject to section 12-11-7 (license to use), and minimum clearance distances.

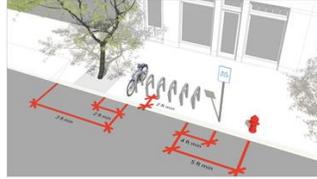
(b) Bicycle parking configuration shall be as follows:

- (1) Bicycle racks shall not be located within:
  - a. Five feet of fire hydrants.
  - b. Four feet of loading zones and bus stop markers.
  - c. Three feet of driveways and manholes.

- d. Two feet of utility meters and tree planters.

See Illustration 12-3-31.12 for a depiction of bicycle parking clearances.

ILLUSTRATION 12-3-31.12. BICYCLE RACK CLEARANCES



- (c) Bicycle parking located along private or public streets shall be subject to the following:

- (1) Bicycle racks installed parallel to curbs shall be set back from the curb a minimum of two feet, as illustrated in Illustration 12-3-31.11.
- (2) Bicycle racks installed perpendicular to curbs shall allow for a minimum clearance of two feet at the curb and six feet of pedestrian way with a 56 cm or 22 in bicycle properly locked to the rack.
- (3) Bicycle racks should be spaced a minimum of 36 inches apart.
- (4) Bicycle racks shall allow bicycle frames to be locked at two points of contact with the rack.

- i. *Fences and walls.*

- 1. Where provided, fences and walls shall provide full enclosure.
- 2. Fences and walls shall be restricted according to frontage yard types in Table 12-3-31.9 and section 12-3-58 (visibility triangles).
- 3. Height of fences and walls shall comply with the following:
  - i. Height shall be limited to a minimum 30 inches and a maximum 42 inches within the front setback.
  - ii. Height shall be limited to eight feet behind the building face at non-frontages.
- 4. Materials for fences and walls shall be limited as follows:
  - i. Approved materials shall include, but are not limited to, wood, brick, stone, and wrought iron.
  - ii. Vinyl is discouraged on all frontages.

- iii. Chain-link, exposed concrete block, barbed wire and razor wire shall be prohibited.
  - iv. Wood fences shall have the finished side to the public frontage.
  - v. Where hedges are utilized along frontages, they shall be maintained in accordance with subsection (8)b.1.v of this section.
- j. *Windows and glazing.*
- 1. Windows shall meet the following requirements:
    - i. Windows on frontages shall be square or vertical in proportion, with the exception of transoms and special windows.
    - ii. Windows should have muntins for residential building types, which should be vertical in proportion.
    - iii. Single panes of glass shall not exceed 20 square feet for residential building types.
  - 2. Glazing shall meet the following requirements:
    - i. Storefront glazing requirements shall be according to Table 12-3-31.12.
    - ii. For residential and mixed-use buildings, excluding commercial uses at grade, the percentage of glazed wall area shall be a minimum 20 percent.
    - iii. Reflective and tinted windows shall be prohibited for residential buildings.
    - iv. Stained, reflective and tinted windows shall be prohibited at ground floor commercial uses. Low-E is permitted as per Florida Building Code.

TABLE 12-3-31.12. GLAZING REQUIREMENTS

<b>Residential</b>	
At & above grade	Minimum 20% along frontages
	
<b>Multifamily &amp; office</b>	
Above grade	Minimum 20% along frontages
At grade	Minimum 35% along frontages
	
<b>Mixed-use</b>	
Above grade	Minimum 20% along frontages
At grade	Minimum 70% along frontages
	

<b><u>RESIDENTIAL</u></b>		
<b><u>Glazing</u></b>	<b><u>Primary</u></b>	<b><u>Secondary</u></b>
<u>Ground Floor</u>	<u>20% min.</u>	<u>15% min.</u>
<u>Upper Floor</u>	<u>20% min.</u>	<u>15% min.</u>
<b><u>Blank Wall Length</u></b>	<u>N/A</u>	<u>N/A</u>
<b><u>MULTI-FAMILY</u></b>		
<b><u>Glazing</u></b>	<b><u>Primary</u></b>	<b><u>Secondary</u></b>
<u>Ground Floor</u>	<u>35% min.</u>	<u>35% min.</u>
<u>Upper Floor</u>	<u>20% min.</u>	<u>20% min.</u>
<b><u>Blank Wall Length</u></b>	<u>20 ft.</u>	<u>20 ft.</u>
<b><u>COMMERCIAL &amp; MIXED USE</u></b>		
<b><u>Glazing, Multi-Unit</u></b>	<b><u>Primary</u></b>	<b><u>Secondary</u></b>
<u>Ground Floor</u>	<u>70% min.</u>	<u>70% min. (2<sup>nd</sup> side)</u> <u>35% min. (remaining sides)</u>
<u>Upper Floor</u>	<u>20% min.</u>	<u>20% min.</u> <u>10% min (remaining sides)</u>

<b><u>Blank Wall Length, Multi-Unit</u></b>	<u>20 ft.</u>	<u>20 ft.</u>
<b><u>Glazing, Single-Unit</u></b>	<b><u>Primary</u></b>	<b><u>Secondary</u></b>
<u>Ground Floor</u>	<u>50% min.</u>	<u>50% min. (2<sup>nd</sup> side)</u> <u>25% min. (remaining sides)</u>
<u>Upper Floor</u>	<u>20% min.</u>	<u>20% min. (2<sup>nd</sup> side)</u> <u>10% min. (remaining sides)</u>
<b><u>Blank Wall Length, Single Unit</u></b>	<u>20 ft.</u>	<u>20 ft.</u>
<b><u>LIGHT INDUSTRIAL, STORAGE AND SIMILAR</u></b>		
<b><u>Glazing</u></b>	<b><u>Primary</u></b>	<b><u>Secondary</u></b>
<u>Ground Floor</u>	<u>35% min.</u>	<u>35% min. (2<sup>nd</sup> side)</u> <u>15% min. (remaining sides)</u>
<u>Upper Floor</u>	<u>20% min.</u>	<u>20% min. (2<sup>nd</sup> side)</u> <u>10% min. (remaining sides)</u>
<b><u>Blank Wall Length</u></b>	<u>20 ft.</u>	<u>20 ft.</u>

- k. Lighting on private property.
  - 1. Lighting shall be arranged to be contained on-site and to reflect away from adjacent property.
- (8) *Landscape standards and guidelines.*
  - a. *Intent.* Supplement the urban canopy, accommodate stormwater, increase access to open space and facilitate pedestrian movement throughout the existing block patterns to meet the urban design goals of the community redevelopment agency. A healthy tree canopy contributes to the health of citizens and the environment, and is fundamental to a vibrant pedestrian life and a well-defined public realm. Trees closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of trees along the edge of the sidewalk should be given particular attention as a major contributor to pedestrian activity. Trees and other native plants placed in drainage rights-of-way and parking islands contribute to the control of stormwater quantity and quality.
  - b. *Landscape on private property.*

1. Landscaping in frontage yards are subject to the requirements of the frontage yard types in Table 12-3-31.9, and section 12-3-58 (visibility triangles), and the following:
  - i. For single-family detached and two-family lots, one tree for every lot or for every 50 feet of linear frontage along the right-of-way shall be preserved or planted. Trees planted to meet this requirement shall be as follows:
    - (a) Measured at diameter breast height (DBH), as described in section 12-6-2(e) (DBH).
    - (b) For lots with a front setback of less than eight feet where planting in front yards is not possible, required trees shall be planted elsewhere on the block itself.
  - ii. Ground vegetation or shrub plantings with spines, thorns, or needles that may present hazards to pedestrians, bicyclists, or vehicles shall be maintained a minimum distance of two feet from the edge of walkways and sidewalks.
  - iii. In single-family detached and two-family lots, trees shall be protected in accordance with section 12-3-10(1)e.2 (protection of trees).
  - iv. When off-street parking is located in front or side setbacks, a year-round streetscreen along the street edges of the parking lot shall be installed as a means of buffering, according to section 12-6-3(2) (off-street parking and vehicle use areas).
  - v. Hedges planted along street rights-of-way shall be between three and five feet in height at maturity.
2. Minimum landscape area requirements of the development site for all building types except single-family detached and two-family attached (duplex) shall be according to Table 12-3-31.13. Landscape requirements for single-family detached and two-family attached shall be in accordance with subsection (8)b.1 of this section and Table 12-3-31.9, frontage types.

TABLE 12-3-31.13. MINIMUM LANDSCAPE AREA REQUIREMENTS

Zoning District	Percent
R-1AAA through R-2	25
R-NC, R-NCB, C-1, C-2, C-2A, C-3, M-1, M-2	15

c. *Buffer yards.*

1. In addition to the buffer yard requirements of section 12-3-56 the following shall apply:
  - i. Berms shall not be installed as part of a required buffer without review and approval by the engineering division of the city public works and facilities department to ensure a proposed berm will not have a detrimental effect on adjacent properties by impeding or diverting stormwater flow.
  - ii. Berms shall be planted and stabilized to prevent erosion.
  - iii. Buffer yards may be used to create rain gardens or other stormwater facilities with the selection of appropriate plant material, according to the city's approved plant list and approval by the engineering division of the city's public works and facilities department.
  - iv. Plants in these stormwater facilities shall be selected to meet any applicable buffer yard screening requirements, and they should be tolerant of periodic inundation and drought. It is recommended that native plants be selected from the Florida Friendly Landscaping Guide to Plant Selection and Landscape Design, Northern Region, and Waterwise Landscapes by the South Florida Water Management District, according to Table 12-3-31.14.

TABLE 12-3-31.14. BIORETENTION & RAINWATER GARDEN PLANT LIST

Flowers	
Common Name	Scientific Name
Blue Flag Iris	Iris Hexagona
Cardinal Flower	Lobelia Cardinalis
Chipola Coreopsis	Coreopsis Integrifolia
Goldenrod	Solidago spp.
Swamp Sunflower	Helianthus Angustifolius
Spider Lily	Hymenocallis Latifolia
Swamp Lily	Crinum Americanum
Swamp Milkweed	Asclepias Perennis
Grasses	
Common Name	Scientific Name
Blue-Eyed Grass	Sisyrinchium Atlanticum Bicknell
Florida Gamma Grass	Tripsacum Floridanum
Muhly Grass	Muhlenbergia Capillaris
Path or Soft Rush	Juncus spp.
Rainlily	Zephyranthes spp.

River Oats	Chasmanthium Latifolium
Wiregrass	Aristida Stricta
<i>Shrubs</i>	
<i>Common Name</i>	<i>Scientific Name</i>
Beautyberry	Callicarpa Americana
Buttonbush	Cephalanthus Occidentalis
Virginia Willow	Itea Virginica
Wax Myrtle	Myrica Cerifera

d. *Street trees in the public right-of-way.*

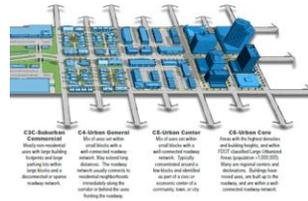
1. Street trees shall be provided in the public right-of-way for all developments except single-family detached and two-family (duplex), in accordance with section 11-4-88 (placement of trees and poles), section 12-6-3 (landscaping requirements) and this subsection.
2. Where street trees cannot reasonably be planted, payment in lieu of planting shall be made to a new and dedicated CRA tree planting fund, at the value established in section 12-6-6(2)e.
3. Street tree planting, and maintenance requirements shall be as follows:
  - i. For each lot, one tree shall be provided on an average of 35 linear feet of public right-of-way frontage, where no underground utility conflicts exist.
  - ii. Where greenways exist, trees shall be required to be planted within the greenway. The following exceptions shall apply:
    - (a) Where no greenway exists or where the greenway is less than three feet wide, between sidewalk and curb, required street trees shall be planted on the block.
    - (b) Where planting within the greenway is infeasible due to utility conflicts, required street trees shall be planted on the block.
  - iii. Trees planted three feet or less from a public sidewalk shall have a minimum clearance of six feet and six inches between the public walking surface and the lowest branches at planting.
  - iv. Mature trees shall be maintained at a minimum clearance of eight feet above the public walking surface.
  - v. Trees planted within the public right-of-way shall include a root barrier to prevent the shifting of sidewalks at maturity.
  - vi. Installation of tree pits and grates within the public right-of-way shall be coordinated with the city public works and facilities department for style consistency. Installed tree pits and grates shall be maintained by the property owner in perpetuity.

- vii. Where possible, trees may be clustered together to share soil space.
- 4. Tree selection shall be limited to those allowable plantings contained within the tree replant list specified in chapter 12-6, Appendix B (Tree Replant List). The following conditions shall apply:
  - i. Where overhead utilities occur, a tree with smaller size at maturity shall be selected.
- 5. Tree selection and placement shall be coordinated with the engineering division of the city public works and facilities department and subject to section 12-3-58 (visibility triangle) and section 12-11-7 (license to use).
- 6. Mixed-use and nonresidential building types shall comply with the following:
  - i. Where galleries are not provided, street trees shall be planted, unless in conflict with underground utilities. Where there are overhead utilities, appropriate species from the tree replant list specified in chapter 12-6, Appendix B shall be selected.
  - ii. Where a gallery is provided, and the greenway that occurs between the sidewalk and the back of curb is less than three feet wide, no street trees shall be required.
  - iii. Where a greenway at least three feet wide occurs between the gallery and the back of curb, and no overhead or underground utilities prevent street tree installation, planting of a street tree shall be required.
  - iv. Where paved surface occurs between the gallery and curb, installation of street trees in individual tree pits with tree grates, or linear planters with pervious pavers between several trees, shall be required.
  - v. Where trees are planted in sidewalk planters, the minimum sidewalk planting pit dimensions shall be four feet by four feet.

(9) *Thoroughfare standards and guidelines.*

- a. Context classification.
  - 1. The context classification system, as developed by FDOT and described within the FDOT Complete Streets Manual, shall be adopted to identify place and guide streets and other transportation features, and to allow transportation to support adjacent land uses. See Illustration 12-3-31.13 depicting context classification zones.

ILLUSTRATION 12-3-31.13. CONTEXT CLASSIFICATION ZONES ILLUSTRATED



2. Streets shall be classified in accordance with the zoning to context classification translations specified in Table 12-3-31.15.

TABLE 12-3-31.15. ZONING TO CONTEXT CLASSIFICATION TRANSLATION

Context Classification (FDOT) Zone	Zoning District
C4 - Urban General	R-1AAA through R-2
C5 - Urban Center	R-NC through C-3
C3C - Suburban Commercial	C-3 adjacent to M-1 or M-2. Limited to segments that abut such zoning districts. M-1 M-2

b. Street design.

1. Design of local streets shall be guided by the Florida Greenbook, Chapter 19 Traditional Neighborhood Design.
2. Where a greenway of at least five feet exists, driveway approaches and curb cuts shall not be permitted to interrupt the sidewalks.
3. *Sidewalks.* Sidewalks shall be required on all street frontages in residential, nonresidential, commercial and industrial developments in accordance with standards established by the Engineering Division of the City's Public Works and Facilities and the Florida Greenbook.
4. *Driveways and curb cuts.* Driveway, driveway approaches and curb cut requirements shall be as follows:
  - i. Single-family residential types. Driveway and curb cut widths for single-family residential types shall be according to Table 12-3-31.16.

TABLE 12-3-31.16. SINGLE-FAMILY  
RESIDENTIAL DRIVEWAY AND CURB  
CUT WIDTHS

Driveway Type	Minimum Width	Maximum Width
Single-Use	10 feet	20 feet
Joint-Use	10 feet	22 feet

- ii. Multifamily, mixed-use and nonresidential types. Driveway and curb cut widths for multifamily and nonresidential types shall be according to Table 12-3-31.17.

TABLE 12-3-31.17. MULTIFAMILY/  
NONRESIDENTIAL DRIVEWAY AND  
CURB CUT WIDTHS

Driveway Type	Minimum Width	Maximum Width
All	12 feet	24 feet

- iii. Driveway and curb cut spacing on a single property shall be a minimum of 42 feet with the following exception:
  - (a) Lots equal to or less than 42 feet wide shall be limited to one driveway and curb cut.

(10) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Building height, multifamily and nonresidential means* the vertical distance of a building measured by stories. The restrictions to story height are according to subsection (7)c.3 of this section.

*Building height, single-family residential means* the vertical distance of a building measured from the finished grade to the bottom of the eave for pitched roof buildings or the bottom of the parapet for flat roof buildings.

*Cluster court* means a collection of buildings on a semi-public, privately owned open space.

*Colonnade* means a row of columns joined by an entablature. Colonnades may cover sidewalks and may front storefronts.

*Complete street* means a thoroughfare that is designed giving each user an equal level of priority including pedestrians, cyclists, transit users, and drivers.

*Craftsman standards* means a baseline of construction quality denoting a finished project.

*(FDOT) Distinct Context Classifications Zone* means classifications, along with functional classification and design speed, determine the corresponding

thoroughfare design standards within the Florida Design Manual. (<http://www.fdot.gov/roadway/CSI/files/FDOT-context-classification.pdf>)

*Eave* means the edge of the roof that meets or overhangs the walls of a building.

*Encroachment* means certain permitted building elements that may cross established setbacks or rights-of-way.

*Entablature* means a horizontal, continuous building element supported by columns or a wall.

*Facade, building* means the exterior wall of a building that faces a frontage line.

*Facade type* means the different configurations of building elements that make up a building facade, such as a storefront, porch, etc. See Table 12-3-31.10.

*Figures and tables.* Any chart or graphic presentation in this title that is specifically designated as a "Figure" or "Table" shall be deemed to be a part of the text of the title and controlling on all development.

*Frontage line* means a property line bordering a public frontage. Facades facing frontage lines define the public realm and are therefore more regulated than the elevations facing other property lines.

*(Building) Frontage occupation* means the length of the frontage that is occupied by a building or a building and open space.

*Frontage, primary* means the frontage facing a public space such as a street of higher pedestrian importance (i.e. traffic volume, number of lanes, etc.). Typically, the shorter side of a lot.

*Frontage, secondary* means the frontage facing the public space such as a street that is of lesser pedestrian importance (i.e. traffic volume, number of lanes, etc.). Typically, the longer side of the lot.

*Frontage yard type* means the configuration of the area between the facade of the building and the frontage line such as a standard, shallow, cluster court, etc. See Table 12-3-31.9.

*Frontage yard type (cluster court)* means a frontage yard type where a group of houses has their primary facades facing a common green or open space that is horizontal to the primary frontage.

*Frontage yard type (pedestrian forecourt)* means a frontage yard type where the primary facade is located near the lot line with an area setback to accommodate open space and the primary entrance of the building.

*Frontage yard type (shallow)* means a frontage yard type where the facade is slightly set back from the lot line.

*Frontage yard type (standard)* means a frontage yard type where the facade is set back from the lot line. Fences are permitted and the setbacks are visually continuous with adjacent yards.

*Frontage yard type (urban yard)* means a frontage yard type where the facade is at or near the lot line and the surface is paved.

*Frontage yard type (vehicular forecourt)* means a frontage yard type where the primary facade is located near the lot line with an area setback to accommodate a driveway meant for passenger loading and unloading.

*Gallery* means a covered sidewalk in front of a storefront that supports either a roof or outdoor balcony above.

*Habitable space* means building space which use involves human presence with direct view of the enfronting streets or public or private open space, excluding parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity.

*Human-scaled* means buildings and their elements designed to be comfortably viewed and experienced by people on foot.

*Hybrid commercial* means a commercial type in the C3C FDOT Context Zone that transitions between urban and suburban types, typically permitting one row of parking at the frontage.

*Liner building* means a building specifically designed to mask a parking lot or a parking structure from a frontage.

*Parallel* means two lines or planes that are equidistant apart and do not touch on an infinite plane.

*Parapet* means the extension of a false front or wall above a roof line.

*Parkway, greenway, verge* means the planting strip between the edge of the road and sidewalk or right-of-way, which may be used for tree planting. See sections 11-4-86 through 11-4-88.

*Paving* means to cover or lay with concrete, stones, bricks, tiles, wood or the like to make a firm, level surface. The term paving in this section includes all pavement materials, both pervious and impervious.

*Pervious* means materials or natural earth that allows for the natural percolation of water.

*Porch* means a private facade type that is an open-air room appended to the mass of a building with a floor and roof but no walls on at least two sides.

*Principal building* means the main building on a lot, usually located toward the frontage.

*Principal building facade* means the front of the building that faces the front of the lot.

*Single-family residential* means a single-family ownership on a single lot. Multiple ownership on a single lot is not construed as a single-family type. Single-

family is restricted to the following types on their own lots: detached single-family, attached single-family and two-family attached (duplex).

*Stoop* means a private facade type wherein the facade is aligned close to the front property line with the first story elevated for privacy with an exterior stair and landing at the entrance. This type is suitable for ground-floor residential uses at short setbacks with townhouses and apartment buildings. Stoops may encroach into the setback.

*Streetscreen* means a freestanding wall built along the frontage line, or aligned with the facade. It may mask a parking lot from the thoroughfare, provide privacy to a side yard, and/or strengthen the spatial definition of the public realm.

*Travel mode* means the different means of transport around an area including by foot, bicycle, public transit, and car.

*Walkability* means a measurement of comfort, convenience, safety, and ease of pedestrian movement throughout an area.

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

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

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk



## **MINUTES OF THE PLANNING BOARD**

**December 14, 2021**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Powell, Board Member Sampson, Board Member Van Hoose, Board Member Villegas

**MEMBERS ABSENT:** Vice Chairperson Larson

**STAFF PRESENT:** Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Senior Planner Statler, City Surveyor Odom, Director of Development Services Morris, Deputy City Administrator Forte, CRA Administrator Gibson, Assistant CRA Administrator D'Angelo, Urban Design Specialist Parker, Help Desk Technician Russo

**STAFF VIRTUAL:** Inspections Supervisor Weekley

**OTHERS PRESENT:** William Van Horn II, Paul A. Battle, Todd H. Snyder

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from November 9, 2021
- **New Business:**
  - Grove Park Townhomes Preliminary Plat Application
  - CRA Urban Design Overlay Amendments
  - Open Forum
  - Discussion
  - Adjournment

### **Call to Order / Quorum Present**

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

**Approval of Meeting Minutes - Board Member Powell made a motion to approve the November 9, 2021 minutes, seconded by Board Member Villegas, and it carried 6 to 0.**

## **New Business –**

### **2. Grove Park Townhomes Preliminary Plat**

Rebol-Battle & Associates, LLC is requesting preliminary plat approval for Grove Park Townhomes located at the 2300 Block of Toni Street, near the intersection of Tippin Avenue and Toni Street. This property is located in the C-1 Commercial zoning district. One (1) parcel will be subdivided into twenty-two (22) lots to accommodate townhomes.

Chairperson Ritz indicated the property was surrounded by the county. He pointed out C-1 allowed townhomes by right, and they were also allowed in the adjacent R-1AA. Also, the preliminary plat would return to the Board for final approval. He advised the purpose of the meeting was to allow public input. City Surveyor Odom stated his comments were technical and involved meeting Chapter 177 of the State Statute and a couple of small items which were easily addressed to accommodate and approve. The implementation of those corrections would return in the final plat. Mr. Battle presented to the Board and explained there was an existing parking lot on the property which could be used for excess parking, and the condos would be front loaded units. The stormwater pond would be adjacent to the commercial properties and discharged at Toni Street.

**Board Member Grundhoefer made a motion for preliminary approval, seconded by Board Member Villegas, and it carried 6 to 0.**

### **3. CRA Urban Design Overlay Amendments**

The Urban Design Overlay was adopted by the City Council in 2019 to provide development standards for the CRA neighborhoods not covered by a special design review board. The intent of these design standards was to preserve and maintain the traditional walkable, urban pattern and character of Pensacola's community redevelopment area neighborhoods.

Chairperson Ritz stated the culmination of the overlay district was a task where the City had worked with an outside consultant, DPZ, to establish the criteria before the final implementation. Some of the issues had been the additional costs to housing in the overlay district, and how citizens, developers, and others might address the requirements – whether they helped or hindered projects on their properties. One of the efforts was to address and allow these issues to be vetted for modifications. The first item to be addressed was:

- Creation of a modification process through abbreviated review. (This would not be performed by the Planning Board.)

Assistant CRA Administrator D'Angelo presented to the Board and advised they had been tracking some of the issues which returned time and time again, and they decided to bring an amendment for consideration in two phases. The first phase was an immediate response to commercial development. A new Urban Design Specialist had been added to the CRA staff, and with that in mind, they recommended holding off on the major changes and implementing the modification process first to address these issues. They did think glazing should be addressed, but they wanted to take more time with the fenestration. At the last CRA meeting, there were comments addressing heritage trees and ways to preserve them. They had allowed further setbacks to address that preservation; because it was an urban design district, they wanted to see buildings closer to the street, but they also wanted to consider the heritage trees and desired to allow modification to this area. In staff's review, they felt this should not only apply to the CRA district but should be citywide and should be placed in the citywide section for heritage trees.

Board Member Grundhoefer asked if the changes had been considered by DPZ or just staff, and Ms. D'Angelo advised it was a feeling from the staff level that these observations should be addressed. Some of the common concerns on commercial development were

on glazing – the frontage occupation for certain uses; gas stations might need more consideration. Some of the commercial projects back up to residential, and those sides needed to be addressed. She explained the majority of the other areas already have some type of preservation or aesthetic district in place, so this would address those areas which did not have that protection. Staff explained DPZ had been involved with some of the aesthetics, and Ms. D'Angelo indicated DPZ had been retained to assist in the process and implementation of amendments to the overlay in response to stakeholder feedback. Chairperson Ritz explained whatever the vote of the Board, this item would proceed to Council for consideration.

Ms. D'Angelo stated essentially the Board was considering 1) the glazing table as recommended with the exception of the fenestration requirement, 2) the modification process in its entirety would remain, and 3) an adjustment to the City's overall code for heritage trees to allow additional setbacks in order to preserve heritage trees. The other items were to be reviewed by the Urban Design Specialist.

Under the modification process, 1) the Urban Design Specialist would be involved with the project to make sure it qualified, how it might be modified to be consistent with the intent of the Code, 2) it would be presented to an advisor/architect appointed by the Council (there would be two appointed in the event of a conflict of interest), and 3) the chairperson for the redevelopment board of the specific district would also have the opportunity for review. She advised this differed with variances in that it would be tied to uses rather than site specific and would not be required to go before a board; the intent was to have it streamlined with a quick process and at a lower cost.

For the glazing for the most common commercial, single-unit, single-use, it would be a reduction from 70% down to 50% with a substantial reduction on the third or fourth sides. For heritage trees, the CRA had suggested this modification be citywide. Chairperson Ritz indicated the agenda item was for the CRA overlay district, but the desire was to make this citywide. Assistant City Attorney Lindsay explained the only thing that would return to the Board would be a change in the LDC, and the Board was only voting on the item being presented pertaining to the CRA.

Chairperson Ritz was supportive of something which allowed the process to be reviewed by three persons to ensure that the project followed the intent but allowed some flexibility for the applicant. He pointed out glazing costs were high, and with the reduction in glazing, we would still maintain the appearance that's intended but allow developers to save money.

Ms. D'Angelo clarified the amendments being voted on were the first two bullet points:

- Creation of a modification process through abbreviated review.
- Single unit commercial building glazing set at 50%, limited to the primary and second street-facing building side.

The last two bullet points considered would be:

- Reduction in glazing on a second street-facing side for single-family and two-family residential buildings from 20% to 15%.
- Provision to encourage preservation of heritage trees by permitting, by right, additional setbacks for the purpose of preservation.

Ms. D'Angelo explained they did not want to remove the stormwater element but limit what could be developed, allowing for other designs which could accomplish that purpose and be aesthetically pleasing and limited in size. She indicated the city engineer was involved in the language of the amendment.

There were no other speakers.

**Board Member Villegas made a motion to approve, seconded by Board Member Powell, and it carried 6 to 0.**

Staff advised this item would proceed to Council's January 2022 agenda. Chairperson Ritz asked staff to investigate the Code changes for citywide tree preservation, and other Board members agreed. Staff suggested this as a discussion item on the January 2022 agenda.

**Open Forum** – None.

**Adjournment** – With no further business, the Board adjourned at 2:43 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary to the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00008

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

LEASE-LIGHTHOUSE PRIVATE CHRISTIAN ACADEMY, INC. FOR THE MALCOLM YONGE GYMNASIUM - 900 EAST JACKSON STREET

**RECOMMENDATION:**

That City Council approve a lease with the Lighthouse Private Christian Academy, Inc., for the Malcolm Yonge Gymnasium at 900 East Jackson Street. Further, that City Council authorize the Mayor to take all actions necessary to execute the lease.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Lighthouse Private Christian Academy, Inc. has utilized the Malcolm Yonge Gymnasium for a number of years, conducting youth physical, educational, and recreational programs aimed at providing services to the Pensacola youth. These programs have been conducted previously under a short-term use agreement with the City's Parks and Recreation Department.

As a partner to the Parks and Recreation Department, the Lighthouse Private Christian Academy, Inc. is now committed to making significant capital improvements to the gymnasium which is more suited to a long-term 20-year lease. Capital improvements will include roof repairs or replacement, improvement to the restrooms and locker rooms, bleacher replacements, installing security improvements, painting the interior and exterior of the building, etc.

As in the past Malcolm Yonge will be available for pre-arranged events, camps, and programs that the Parks and Recreation Department conduct.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

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**FINANCIAL IMPACT:**

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

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Choose an item.

1/10/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator-Community Development

Brian Cooper, Parks and Recreation Director

**ATTACHMENTS:**

- 1) Malcolm Yonge Gymnasium Lease Agreement - Draft

**PRESENTATION:** No

**LEASE AGREEMENT**  
**MALCOLM YONGE GYMNASIUM**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**THIS LEASE AGREEMENT** (the “Lease”) is made and entered into to be effective as of the \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the “City” or “Lessor”) and the Lighthouse Private Christian Academy Inc. (the “Lessee”), a Florida not-for-profit corporation whose principal offices are located at 5613 Gulf Breeze Parkway, Gulf Breeze, Florida 32563.

**1. STATEMENT OF PURPOSE**

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

**2. PREMISES LEASED**

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

**3. TERM**

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

**4. RENEWAL**

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

**5. TERMINATION FOR CONVENIENCE**

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

**6. LEASE PAYMENTS**

Lessee shall pay to the City lease payments of one-hundred dollars (\$100) annually for the duration of the lease.

Lessee shall expend a minimum of twenty-five thousand dollars (\$25,000) annually each year in capital improvements and/or repairs to the Property. Capital repairs that exceed the twenty-five thousand dollar (\$25,000) annual commitment may carry over into the next year as credit towards that year's \$25,000 commitment. Lessee shall provide all receipts of repairs by September 30, each year. All capital repairs and improvements must be conducted as detailed in Section 10.

#### **A. Triple Net Lease**

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

### **7. USE OF PREMISES**

The Property shall be used by Lessee solely for the purposes as stated within Paragraph 1, and any other uses must be approved by the City. Lessee also agrees to coordinate with the City of Pensacola Parks and Recreation Department for scheduled use of the property for other City-sponsored recreational programs, which may include, but are not limited to summer basketball camps, summer volleyball camps, senior pickle ball and senior volleyball. During the summer and school vacations as appear in the school's annual calendar the City shall have priority use of the facility upon a minimum of four (4) weeks advance notice to the school for use during those school break periods. Each party shall exert best efforts to coordinate events or programs with each other in order to maximum potential use of the facility.

### **8. CONDITIONS OF USE**

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

1. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members, and update with any changes as they occur annually.
2. Provide upon request a recent copy of the Level 1 background screening results on all of the above listed persons per F.S. 943.0438.
3. Provide a copy of Lighthouse Private Christian Academy's constitution, by-laws, and standard operating procedures annually.
4. Notification within 12 hours of any accident or incident involving medical, ambulatory staff or public safety personnel and a copy of any incident report.
5. Notification within 12 hours of any damage to the building.
6. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and tournaments of Lighthouse and any governing sanction body of the applicable sport should be provided quarterly.

**9. LESSEE’S ACKNOWLEDGEMENTS AND REPRESENTATIONS**

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

**10. CONSTRUCTION AND TITLE TO IMPROVEMENTS**

In the event Lessee proposes to make any substantial change in excess of \$5000 in or to the improvements erected on the Property, such changes shall require Lessor’s written approval which shall not be unreasonably withheld. Lessor shall furnish written approval or disapproval of such proposed changes within sixty (60) days of submission of said changes by Lessee. Any capital improvements or repairs over \$5,000 require the written approval for the Mayor or his designee.

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

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

**11. INSPECTION AND ACCESS TO PROPERTY**

During the term of the Lease and any renewal or extension hereof, Lessee shall permit the representatives of Lessor access to the Property at anytime in response to an emergency or to inspect for safety purposes and/or mitigation of damages, and for annual and other type of inspections with reasonable notice to the lessee. An inspection shall occur at least once per year by a representative of the City to document improvements and the condition of the property.

**12. COVENANTS AND RESTRICTIONS**

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

- A. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- B. That the Lessee will maintain the exterior appearance (including landscaping) suitable to the area and the Property’s uses.
- C. That the Lessee shall maintain the interior of the Property in good working order and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use.

- D. That the Lessee shall be solely responsible for all internal and external maintenance of the structure, all janitorial services required, and landscape maintenance of the Property and its improvements.

### **13. NO MORTGAGES OR ENCUMBRANCES**

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

### **14. LESSOR'S WARRANTIES**

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

### **15. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR**

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

### **16. INSURANCE REQUIRED**

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

### **17. NO DISCRIMINATION**

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

“Equal Opportunity Provision”

- A. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such

action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

- B. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

## **18. AD VALOREM TAXES AND UTILITIES**

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

## **19. WASTE**

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

## **20. DAMAGE**

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

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

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

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

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

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

## **22. NOTICES**

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

Lessor:           The City of Pensacola  
                       c/o City Administrator  
                       City Hall  
                       222 West Main Street  
                       Pensacola, Florida 32502

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

**23. PROVISIONS BINDING**

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

**24. AMENDMENT**

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

**25. SEVERABILITY**

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

**26. PARAGRAPH HEADINGS**

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

**27. ENTIRE AGREEMENT**

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

**28. WAIVER**

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

**29. TIME OF THE ESSENCE**

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

**30. GOVERNING LAW**

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

**31. VENUE**

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

**32. ASSIGNMENT**

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

**33. SUBLETTING**

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

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

CITY OF PENSACOLA  
A municipal corporation, Lessor

By: \_\_\_\_\_  
Grover C. Robinson, IV  
Mayor

Attest:

\_\_\_\_\_  
Ericka L. Burnett, City Clerk

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Grover C. Robinson, IV, the Mayor of the City of Pensacola, a municipal corporation, for and on behalf of the City, and who is personally known to me.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

NOTARY PUBLIC

\_\_\_\_\_  
Name

\_\_\_\_\_  
[Type or print Name]  
My Commission Expires:

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney's Office

Lighthouse Private Christian Academy, Inc.

Attest:

By: \_\_\_\_\_  
Joanna Johannes, President

\_\_\_\_\_  
Secretary

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the President of Lighthouse Private Christian Academy Inc., a Florida not for profit corporation, for and on behalf of the corporation and who is personally known to me or has produced \_\_\_\_\_ as identification.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

NOTARY PUBLIC

\_\_\_\_\_  
Name

\_\_\_\_\_  
[Type or print Name]  
My Commission Expires:

**EXHIBIT A**

**Parcel Description of Real Property for Lease – 900 East Jackson Street**

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

South 7.57 feet of Lots 1 thru 4 and West 27 feet of Lot 5 and East 13 feet of Lot 5 and all Lots 6 thru 20, Block 82, New City Tract, according to the Map of the City of Pensacola, copyrighted by Thomas C. Watson in 1906, less Official Records Book 4905, Page 355.

This lease is for the real property and improvements (the gym).

**INSURANCE AND INDEMNIFICATION**  
**EXHIBIT B**

**GENERAL**

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

**COVERAGE**

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

**Worker's Compensation**

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

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

**Commercial General Liability Coverage**

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

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

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

### **CERTIFICATES OF INSURANCE**

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

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

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

### **LOSS CONTROL AND SAFETY**

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

**HOLD HARMLESS**

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

**PAY ON BEHALF OF THE CITY**

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

**GOVERNING LAW AND VENUE**

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

## EXHIBIT "C"

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

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

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

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

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00003

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PENSACOLA INTERNATIONAL AIRPORT - CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT NO. 3-12-0063-050-2022

**RECOMMENDATION:**

That City Council approve the acceptance of the Concessions Rent Relief Airport Rescue Grant 3-12-0063-050-2022 in the amount of \$941,414 to provide for relief from rent and minimum annual guarantees to in-terminal airport concessions at the Pensacola International Airport as a result of the COVID-19 Public Health Emergency. Further, that City Council authorize the Mayor to take all actions necessary relating to the acceptance and execution of the grant. Finally, that City Council adopt a Supplemental Budget Resolution to appropriate the grant funds.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The operation of the Pensacola International Airport is funded through the fees assessed to the various users of the facility. The airlines, rental car concessionaires, terminal concessionaires, airfield tenants, and other tenants all remit payments designed to offset the overall facility's ongoing maintenance and operating expenses.

The bulk of the annual revenue is generated through the passenger activity occurring at the main terminal building. Parking, rental car activity, food and beverage, news and gifts, and other terminal non-airline tenants make up approximately eighty-eight percent of all non-airline revenue. The airlines themselves, through their agreements, allow the Airport to maintain full financial self-sufficiency.

The COVID-19 health emergency has significantly impacted air transportation worldwide. The Federal Government, under the American Rescue Plan Act, has provided economic support to all U.S. airports. Each airport has been allocated funding to help offset the reduced revenues as a result of the diminished activity from COVID-19. This funding may be used over a period of three (3) years for relief from rent and minimum annual guarantees to in-terminal airport concessions.

The Pensacola International Airport was previously awarded \$11,081,566 under CARES, \$4,502,199 under Airport Coronavirus Relief Grant Program (ACRGP), \$235,353 under Airport Coronavirus

Relief Grant Program (ACRGP) Concessions Relief, and \$9,544,946 under the American Rescue Plan Act. This Grant creates additional funding in the amount of \$941,414 to use towards concessions relief.

**PRIOR ACTION:**

May 28, 2020 - City Council approved CARES Act Grant 3-12-0063-045-2020 in the amount of \$11,081,566 to help offset declining revenue at the Pensacola International Airport.

April 22, 2021 - City Council approved Airport Coronavirus Relief Grant Program (ACRGP) 3-12-0063-047-2021 in the amount of \$4,502,199 to help offset declining revenue at the Pensacola International Airport.

August 12, 2021 - City Council approved Airport Coronavirus Response Grant Program (ACRGP) Concessions Addendum Grant 3-12-0063-048-2021 in the amount of \$235,353 to help offset reduced concessionaire revenue at the Pensacola International Airport.

December 16, 2021 - City council approved Airport Rescue Grant 3-12-0063-049-2022 in the amount of \$9,544,946 to help offset reduced revenue at the Pensacola International Airport.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Adoption of a supplemental budget resolution will appropriate the grant funds. Funds will be provided from the FAA on a reimbursable basis.

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

1/3/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Deputy City Administrator - Administration and Finance  
Matthew F. Coughlin, Airport Director

**ATTACHMENTS:**

- 1) Grant Agreement No. 3-12-0063-050-2022
- 2) Supplement Budget Resolution No. 2022-002
- 3) Supplement Budget Explanation No. 2022-002

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-002**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. AIRPORT FUND**

As Reads	Federal Grants	34,015,447
To:		
Reads	Federal Grants	34,956,861
As Reads	Grants & Aids	182,305
To:		
Reads	Grants & Aids	1,123,719

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**JANUARY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT- RES NO. 2022-002**

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FUND	AMOUNT	DESCRIPTION
<b>AIRPORT FUND</b>		
Estimated Revenues		
Federal Grants	941,414	Increase appropriation for Federal Grants
Total Revenues	<u>941,414</u>	
Appropriations		
Grants and Aids	941,414	Increase appropriation for Grants and Aids
Total Appropriations	<u>941,414</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2022-002

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-002 - CONCESSIONS RENT RELIEF  
AIRPORT RESCUE GRANT NO. 3-12-0063-050-2022

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2022-002:

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The operation of the Pensacola International Airport is funded through the fees assessed to the various users of the facility. The airlines, rental car concessionaires, terminal concessionaires, airfield tenants, and other tenants all remit payments designed to offset the overall facility's ongoing maintenance and operating expenses.

The bulk of the annual revenue is generated through the passenger activity occurring at the main terminal building. Parking, rental car activity, food and beverage, news and gifts, and other terminal non-airline tenants make up approximately eighty-eight percent of all non-airline revenue. The airlines themselves, through their agreements, allow the Airport to maintain full financial self-sufficiency.

The COVID-19 health emergency has significantly impacted air transportation worldwide. The Federal Government, under the American Rescue Plan Act, has provided economic support to all U.S. airports. Each airport has been allocated funding to help offset the reduced revenues as a result of the diminished activity from COVID-19. This funding may be used over a period of three (3) years for relief from rent and minimum annual guarantees to in-terminal airport concessions.

The Pensacola International Airport was previously awarded \$11,081,566 under CARES, \$4,502,199 under Airport Coronavirus Relief Grant Program (ACRGP), \$235,353 under Airport Coronavirus Relief Grant Program (ACRGP) Concessions Relief, and \$9,544,946 under the American Rescue

Plan Act. This Grant creates additional funding in the amount of \$941,414 to use towards concessions relief.

**PRIOR ACTION:**

May 28, 2020 - City Council approved CARES Act Grant 3-12-0063-045-2020 in the amount of \$11,081,566 to help offset declining revenue at the Pensacola International Airport.

April 22, 2021 - City Council approved Airport Coronavirus Relief Grant Program (ACRGP) 3-12-0063-047-2021 in the amount of \$4,502,199 to help offset declining revenue at the Pensacola International Airport.

August 12, 2021 - City Council approved Airport Coronavirus Response Grant Program (ACRGP) Concessions Addendum Grant 3-12-0063-048-2021 in the amount of \$235,353 to help offset reduced concessionaire revenue at the Pensacola International Airport.

December 16, 2021 - City council approved Airport Rescue Grant 3-12-0063-049-2022 in the amount of \$9,544,946 to help offset reduced revenue at the Pensacola International Airport.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Adoption of a supplemental budget resolution will appropriate the grant funds. Funds will be provided from the FAA on a reimbursable basis.

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

12/30/2021

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Deputy City Administrator - Administration and Finance  
Matthew F. Coughlin, Airport Director

**ATTACHMENTS:**

- 1) Supplement Budget Resolution No. 2022-002
- 2) Supplement Budget Explanation No. 2022-002

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-002**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. AIRPORT FUND**

As Reads	Federal Grants	34,015,447
To:		
Reads	Federal Grants	34,956,861
As Reads	Grants & Aids	182,305
To:		
Reads	Grants & Aids	1,123,719

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**JANUARY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT- RES NO. 2022-002**

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FUND	AMOUNT	DESCRIPTION
<b>AIRPORT FUND</b>		
Estimated Revenues		
Federal Grants	941,414	Increase appropriation for Federal Grants
Total Revenues	<u>941,414</u>	
Appropriations		
Grants and Aids	941,414	Increase appropriation for Grants and Aids
Total Appropriations	<u>941,414</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00006

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

FY21 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: STATE

**RECOMMENDATION:**

That City Council approve the acceptance the FY21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: State, agreement between the City of Pensacola and the State of Florida Department of Law Enforcement, Office of Criminal Justice Grants in the amount of \$55,104.00, upon award of the grant. Further, that City Council authorize the Mayor to take all actions necessary to execute the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Pensacola Police Department (PPD) will be submitting a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, under the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula (State) to support efforts with purchasing 130 load bearing vests.

The Pensacola Police Department recognizes that every officer must be properly equipped and feels strongly there is a need for Load Bearing Vests (LBV) to ensure each officer will be prepared to handle challenging situations. These vests are ideal for officers during equipment-carrying assignments, they provide ready access to equipment and supplies during Law Enforcement operations.

Nationally, more and more municipal Police agencies, county Sheriff departments, and Federal agencies are transitioning to the LBV. Sworn officers carry approximately fifteen (15) to eighteen (18) pounds of required police equipment on their duty belts. The LBV will benefit each Pensacola Police Department Officer/Sergeant in a variety of ways. The medical research overwhelmingly supports the LBV. These vests distribute the police equipment more evenly and relying on shoulder and upper back support versus the hips and lower back. Police officers age-out of street patrol work faster with hip(s) and lower back injuries. These issues then require long-term pain management solutions such as medication or consistent physical therapy on the employers Workers Compensation.

The two leading research reports from the Mayo Clinic Health System and the University of Wisconsin agree that the average patrol officer will add more years of service to their agency by removing the weight from their hips and lower back to the center mass of the body. Ergonomically, it will benefit the patrol officer in on-duty high impact athletic activity and for the sitting position in the patrol vehicle.

Currently the budget for the City of Pensacola will not make allowances to purchase one hundred thirty (130) LBVs. Grant funding will provide assistance necessary for this essential equipment that will ensure the safety of officers and the public alike.

The grant will be used to purchase LBVs to support the physical health, longevity and safety of PPD officers. To increase the longevity of the officers, they will wear the vests on-duty and during extra-duty jobs/events. Pensacola Police Department's current vests are worn beneath the uniform shirt and requires all the officer's equipment to be worn on their duty belt. These vests will afford officers with a high visibility profile complete with agency identification. LBVs can be quickly donned allowing officers to deploy fully equipped enabling to negotiate safely through any circumstance they may face in the course of any given shift. These vests have Multi-Functional accessories including large and small utility pockets, flashlight pocket, magazine pocket and radio pocket and an assortment of other attachments that will be listed in the budget narrative. They afford the officers with an effective means to accomplish their mission fully prepared. The LBVs also have the ability to release from the officer's body in case in of immediate emergency medical attention or the need for rapid cooling between calls for service (if needed).

The equipment listed in the budget narrative will be purchased by the Project Director. Once received, training will be provided to ensure it is properly used, it will then be assigned to officers for deployment in the field.

The JAG Program blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs (under Title XI-Department of Justice Reauthorization) to provide agencies with the flexibility to prioritize and place justice funds where they are most needed. The JAG Program provides states, tribes and local governments funding to support a broad range of activities to prevent and control crime based upon local needs and conditions. Matching funds are not required under the JAG Program.

Among the grant requirements are that the Pensacola Police Department notify City Council of its intended use of the grant and to allow the citizens an opportunity to comment prior to the application submission.

**PRIOR ACTION:**

None

**FUNDING:**

Budget:	\$55,104.00	
Actual:	\$24,960.00	LBV Carriers
	1,560.00	holster drop plate for duty belt

2,340.00	accessory locking fork
1,170.00	holster locking fork
2,925.00	double magazine holder
3,269.00	triple magazine holder
5,395.00	cuff case
2,385.50	flashlight holder
2,385.00	pepper spray holder
4,270.50	body cam holder
<u>4,777.50</u>	radio holder
<u>\$55,438.50</u>	

**FINANCIAL IMPACT:**

The estimate grant award for the FY21 Edward Byrne Memorial Justice Assistance (JAG) Program: State is \$55,104.00, based on the 2021 Florida Local JAG Allocations. Projects to be funded from this grant award do not require a local match. Approval of the supplemental budget resolution will appropriate funding for this grant.

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

12/23/2021

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Eric Randall, Chief of Police

**ATTACHMENTS:**

- 1) Application and Summary of Subgrant No. 2021-JAGC-ESCA-3-3B-134
- 2) Certificate of Sub-Award Subgrant No. 2021-JAGC-ESCA-3-3B-134
- 3) Supplemental Budget Resolution No. 2022-003
- 4) Supplemental Budget Explanation No. 2022-003

**PRESENTATION:** No



# SIMON *The Subgrant Information Management ON-line System*

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Application Summary

Subgrant Management  
2021-JAGC-3869

- [Applications/Contracts](#)
- [View Contract](#)
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- [Monitoring Reports](#)
- [Financial Closeout Audit](#)
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- [Standard Forms](#)

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<b>Subgrant Number:</b>	2021-JAGC-ESCA-3-3B-134
<b>Grant Manager:</b>	<a href="#">Michael D. Barrentine</a>

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<b>Project Title:</b>	LOAD BEARING VESTS
<b>Short Title:</b>	2020JAGC17
<b>Subgrantee:</b>	City of Pensacola
<b>Implementing Agency:</b>	City of Pensacola Police Department
<b>Project Start Date:</b>	10/01/2021
<b>Project End Date:</b>	09/30/2022
<b>Project Status:</b>	Awarded/Open
<b>Financial Closeout:</b>	--
<b>State Application used:</b>	2021-JAGC
<b>CFDA #:</b>	16.738
<b>Application Submitted By:</b>	<a href="#">Kristin H Brown</a>
<b>Application Prime / Match Budget:</b>	\$55104.00 / \$0.00
<b>Assigned EO Code:</b>	3B
<b>Assigned Account:</b>	Escambia
<b>Funding Status:</b>	Awarded
<b>Awarded Amount:</b>	\$55104.00

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: City of Pensacola

Subgrant Number: 2021-JAGC-ESCA-3-3B-134

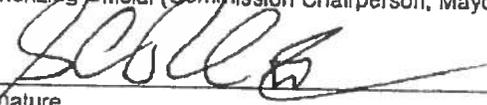
Project Title: LOAD BEARING VESTS

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

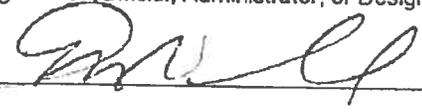
In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

City of Pensacola  
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

  
Signature 11/24/21  
Date

Araver C. Robinson, IV, Mayor  
Printed Name and Title

City of Pensacola Police Department  
Authorizing Official (Official, Administrator, or Designated Representative)

  
Signature 11/29/21  
Date

ERIC RANDALL, CHIEF OF POLICE  
Printed Name and Title

Florida Department of Law Enforcement  
Office of Criminal Justice Grants

  
Signature 11-30-21  
Date

Cody Monacof, Bureau Chief  
Printed Name and Title

# Edward Byrne Memorial Justice Assistance Grant (JAG) Program

## SPECIAL CONDITIONS

Subrecipient: City of Pensacola

Subgrant Number: 2021-JAGC-ESCA-3-3B-134

Project Title: LOAD BEARING VESTS

Pass-through Entity: Florida Department of Law Enforcement

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In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S47242: WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the Subrecipient must submit a properly executed Certification Regarding Lobbying; Debarment, Suspension and Other Matters; and Drug Free Workplace to the Office of Criminal Justice Grants.

Ref# S47248: WITHHOLDING OF FUNDS: Prior to the obligation and drawdown of funds for any non-competitive procurement (sole source), the Subrecipient must obtain written approval via a Sole Source Justification Form from the Office of Criminal Justice Grants (OCJG). Any funds expended prior to receiving approval will be spent "at risk". If the Sole Source Justification Form is denied by OCJG, related funds will not be eligible for reimbursement using sole source procurement. All sole source procurements under this subaward must comply with the Federal sole source procurement requirements outlined in the Office of Management and Budget (OMB), Uniform Requirements, 2 C.F.R. 200.320(f).

Ref# S47249: A risk assessment completed at the time of application review determined this project is HIGH-RISK. Backup documentation supporting all expenditures must accompany each reimbursement request submitted for approval. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Ref# S49196: WITHHOLDING OF FUNDS: At the time of application approval, the Subrecipient had not submitted a current Subrecipient Management Questionnaire (SMQ). Prior to the drawdown of funds, the Subrecipient must provide a completed Subrecipient Management Questionnaire (SMQ).

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 1: Administration

### Subgrant Recipient

**Organization Name:** City of Pensacola  
**County:** Escambia

### Chief Official

**Name:** Grover Robinson  
**Title:** Mayor  
**Address:** 222 West Main Street  
**City:** Pensacola  
**State:** FL                      **Zip:** 32502-5743  
**Phone:** 850-435-1625      **Ext:**  
**Fax:**  
**Email:** GRobinson@cityofpensacola.com

### Chief Financial Officer

**Name:** Amy Lovoy  
**Title:** Finance Director  
**Address:** 222 West Main Street  
**City:** Pensacola  
**State:** FL                      **Zip:** 32502-5743  
**Phone:** 850-435-1821      **Ext:**  
**Fax:**  
**Email:** alovoy@cityofpensacola.com

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 1: Administration

### Implementing Agency

**Organization Name:** City of Pensacola Police Department  
**County:** Escambia

### Chief Official

**Name:** Eric Randall  
**Title:** Chief of Police  
**Address:** 711 N. Hayne Street  
**City:** Pensacola  
**State:** FL                      **Zip:** 32501-4083  
**Phone:** 850-435-1855      **Ext:**  
**Fax:**  
**Email:** erandall@cityofpensacola.com

### Project Director

**Name:** Kristin Brown  
**Title:** Captain  
**Address:** 711 North Hayne Street  
**City:** Pensacola  
**State:** FL                      **Zip:** 32501-4083  
**Phone:** 850-435-1851      **Ext:**  
**Fax:** 850-595-0155  
**Email:** kbrown@cityofpensacola.com

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Project Overview

### General Project Information

**Project Title:** LOAD BEARING VESTS  
**Subgrant Recipient:** City of Pensacola  
**Implementing Agency:** City of Pensacola Police Department  
**Project Start Date:** 10/1/2021      **End Date:** 9/30/2022

### Problem Identification

The Pensacola Police Department (PPD) is responsible for providing and maintaining public order and safety for an estimated 52,713 citizens with figures fluctuating daily for business employees/owners who enter the city for work and increasing tourism. The PPD is making every effort to continue a pro-active stance to ensure their officers remain safe and healthy while on duty. Officer safety cannot be ignored and must remain an ongoing priority. The PPD recognizes that every officer must be properly equipped and feels strongly there is a need for Load Bearing Vests (LBV) to ensure each officer will be prepared to handle challenging situations. These vests are ideal for officers during equipment-carrying assignments, they provide ready access to equipment and supplies during Law Enforcement operations.

Nationally, more and more municipal Police agencies, County Sheriff departments, and Federal agencies are transitioning to the LBV. Sworn officers carry approximately fifteen (15) to eighteen (18) pounds of required police equipment on their duty belts. The LBV will benefit each PPD Office/Sergeant in a variety of ways. The medical research overwhelmingly supports the LBV. These vests distribute the police equipment more evenly and relying on shoulder and upper back support versus the hips and lower back. Police officers age-out of street patrol work faster with hip(s) and lower back injuries. These issues then require long-term pain management solutions such as medication or consistent physical therapy on the employers Workers Compensation.

The two leading research reports from the Mayo Clinic Health System and the University of Wisconsin agree that the average patrol officer will add more years of service to their agency by removing the weight from their hips and lower back to the center mass of the body. Ergonomically, it will benefit the patrol officer in on-duty high impact athletic activity and for the sitting position in the patrol vehicle.

Currently the budget for the City of Pensacola will not make allowances to purchase for one hundred fifteen (130) LBVs. Grant funding will provide the assistance necessary for this essential equipment that will ensure the safety of officers and the public alike.

### Project Summary (Scope of Work)

The grant will be used to purchase LBVs to support the physical health, longevity and safety of our officers. To increase the longevity of the officers, they will wear the vests on duty and during extra-duty jobs/events. Our current vests are worn beneath the uniform shirt and requires all the officers equipment to be worn on their duty belt. These vests will afford officers with a high-visibility profile complete with agency Identification. LBVs can be quickly donned allowing officers to deploy fully equipped

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

enabling them to negotiate safely through any circumstance they may face in the course of any given shift. These vests have Multi-Functional accessories including large and small utility pockets, flashlight pocket, magazine pocket and radio pocket and an assortment of other attachments that will be listed in the budget narrative. They afford officers with an effective means to accomplish their mission fully prepared. The LBVs also have the ability for quick release from the officers body in case the officer needs immediate emergency medical attention or the need for rapid cooling between calls for service (if needed).

These vests are ergonomical and will allow for an even distribution of weight routinely carried by PPD officers. The very design of these vests will re-allocate the load officers carry and will provide relief for the lower back and hips by shifting the weight onto the center mass of the members body with the end result of greater physical health and safety for each officer.

The equipment listed in the budget narrative will be purchased by the Project Director. Once received, training will be provided to ensure it is properly used, it will then be assigned to officers for deployment in the field. Target dates for the completion of major tasks and activities are as follows:

October 2021: conduct vendor selection and issue purchase order

November 2021: receive items from vendor

December 2021: train and deploy items

Documentation of deliverables must be maintained by the subrecipient and/or implementing agency and made available for monitoring. Example documentation for the purchase of items and services include, but are not limited to procurement records (including quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices and proof of payment, etc.

Deliverables will be completed in accordance with the contractual agreement(s) between the subrecipient(s) and their vendor/provider. Minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

All activities discussed in the scope of work or project deliverables are for the PPD Specialty Teams equipment upgrade.

All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Project Overview

### Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 0

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 52975

Question: What is the address of the location being used to provide services for this project?

Answer: 711 N Hayne St.  
Pensacola, FL. 32501

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: n/a

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

### General Performance Info:

**Performance Reporting Frequency:** Quarterly

**Prime Purpose Area:** 01 - Law Enforcement (Includes Task Forces)

**State Purpose Area:** 1G - General Questions

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### Objectives and Measures

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**Objective:** General Questions - General Questions for All Recipients

**Measure:** General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

**Goal:** No

**Measure:** General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

**Goal:** Yes

**Measure:** General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

**Goal:** No

**Measure:** General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

**Goal:** No

**Measure:** General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

**Goal:** No

**Measure:** General 06

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: We will be working with and training with the DEA, ATF, FDLE, U.S. Marshall Service.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: We will conducting community involvement meetings relating to crime and crime prevention in specific areas of the city, police response times, and citizens' perceptions to police response to crimes. A Citizen's Police Academy will also be provided to the community in January of 2022.

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Attending monthly community meetings, area church meetings and hosting community learning meetings that teach the community about law enforcement and public perception. We have a summer Camp Hero that is a one-week summer camp for kids that is put on by this police department. There will be two summer camp events in summer 2022. We also host Coffee with a Cop, quarterly.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

**Goal:** In the last year the Mayor of Pensacola has installed a Citizens' Police Advisory Committee. The PPD has a Community Involvement Committee that meets monthly. We have a yearly Citizen's Police Academy that runs for nine weeks in February. The PPD has a Police Cadet Program that has been successful for over 35 years. The PPD has five School Resource Officers. Two in each high school in the City and One in the middle school in the City.

**Measure:** General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

**Goal:** Goal #1 = Announce to the community of the vest upgrade and the reasoning for the change via PPD's social media forums, official press releases.  
Goal #2 = Reduction of job related injuries such as improper posture, and hip and back disorders/injuries.  
Goal #3 = Improve officer morale

**Measure:** General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

**Goal:** Yes

**Measure:** General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

**Goal:** Immediate accessibility and or back ordering of the LBVs and the equipment carriers that attach to the LBV.

**Measure:** General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

**Goal:** yes.. it will done.

**Measure:** General 11b

What major activities are planned for each of your goals listed in question 11?

**Goal:** Order, receive and assign the LBVs to Officers. Provide officers with training on the proper use of the LBVs and deploy for operational use in the field.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

**State Purpose Area:** 3E - Equipment, Supplies, and Technology Enhancements

### Objectives and Measures

**Objective:** Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

**Measure:** Equipment 1

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

**Goal:** Yes, and it will be done.

**State Purpose Area:** R25 - Questions for recipients of an award \$25,000 or more.

### Objectives and Measures

**Objective:** LE General - Law enforcement questions for recipients of an award \$25,000 or more.

**Measure:** LE01

How many sworn personnel with general arrest powers does your agency have on staff?

**Goal:** 147

**Measure:** LE02

Of the sworn personnel, how many are JAG funded?

**Goal:** 0

**Measure:** LE03

How many non-sworn employees does your agency have on staff?

**Goal:** 52

**Measure:** LE04

Of the non-sworn personnel, how many are JAG funded?

**Goal:** 0

**Measure:** LE05

Does your agency utilize a strategic management accountability system to gather and disseminate information within the agency (e.g., CompStat, stratified policing)? Strategic management accountability systems typically include a focus on the use of relevant and timely data, the production of reports detailing problems and actions taken to solve them, and regular meetings with management to discuss strategies.

**Goal:** Yes

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

Measure: LE06

Does your agency use any of the following deconfliction tools? Choose all that apply from the following list: RISSafe, SAFETNet, Case Explorer, None of the above, unsure/don't know.

Goal: None of the above.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4: Financial

### General Financial Info:

**Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.**

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000406

### Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$55,104.00	\$0.00	\$55,104.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>-- Totals --</b>	<b>\$55,104.00</b>	<b>\$0.00</b>	<b>\$55,104.00</b>
<b>Percentage</b>	<b>100.0</b>	<b>0.0</b>	<b>100.0</b>

### Project Generated Income:

Will the project earn project generated income (PGI)? No

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4: Financial (cont.)

### **Budget Narrative:**

Budget Category: Expenses

Amounts below will be multiplied by the 130 Officer/First Line Supervisor to receive the equipment.

The items listed below except for the LBVs and the holster drop plate (which will attach to the duty belt) are all accessories.

LBV carrier \$192.00=24,960.00  
holster drop plate for duty belt \$12.00=1,560.00  
accessory locking fork \$9.00 x 2=18.00=2,340.00  
holster locking fork \$9.00=1,170.00  
double magazine holder \$22.50 (one or the other)=2,925.00  
triple magazine holder \$25.15 (one or the other)=3,269.50  
cuff case \$20.75 x 2=41.50=5,395.00  
flashlight holder \$18.35=2,385.50  
pepper spray holder \$18.35=2,385.50  
body cam holder \$32.85=4,270.50  
radio holder \$36.75=4,777.50

Estimated Total Cost = \$55,438.50

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a kit, bundle, system etc.

Grant funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Grant funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4: Financial

### Section Questions:

Question: If Expenses or Operating Capital Outlay and you are procuring via inter-governmental agreement (e.g. state term contract, government contract, etc.)? If yes, identify the agency and agreement number.

Answer: n/a

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: n/a

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: n/a

Question: If the budget contains salaries and benefits, does this application create a new position that results in a net personnel increase?

Answer: n/a

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: 5000

Question: If the budget contains salaries and benefits and does not result in a new position, describe how the existing position was previously funded.

Answer: n/a

Question: Will any procurements be made via sole source (see 2 C.F.R. 200.320(f))? If yes and the aggregate dollar amount is \$10,000 or more, include a Sole Source Justification Form.

Answer: Yes

# OFFICE OF CRIMINAL JUSTICE GRANTS SUBAWARD STANDARD CONDITIONS

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The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal grant programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2020 Project Safe Neighborhoods grants by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

## **For NCHIP and NARIP Subawards**

**Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the subrecipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

## **GENERAL REQUIREMENTS**

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

[https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fldoswebumbracoprod.blob.core.windows.net/media/703328/qs1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/qs2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

**For NCHIP and NARIP:**

FY2020 National Criminal History Improvement Program (NCHIP) guidance  
(<https://www.bjs.gov/index.cfm?ty=tp&tid=47>) ([https://www.bjs.gov/content/pub/pdf/nchip20\\_sol.pdf](https://www.bjs.gov/content/pub/pdf/nchip20_sol.pdf))

FY2020 NICS Act Record Improvement Program (NARIP) guidance  
([https://www.bjs.gov/content/pub/pdf/narip20\\_sol.pdf](https://www.bjs.gov/content/pub/pdf/narip20_sol.pdf))

## DEFINITIONS

**Disallowed costs** means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

**Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

**Fiscal Agent** refers to the agency responsible for the administration of the PSN grant programs. FDLE has been assigned as the certified Fiscal Agent for PSN grants.

**Grant agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

**Improper payment** means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

**Micro-purchase** means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

**Modified Total Direct Cost (MTDC)** means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

**Non-Federal entity** is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Non-federal pass-through entity** is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

**Performance goal** means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

**Period of performance** means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

**Protected Personally Identifiable Information (PII)** means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

**Questioned cost** means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

**Subaward** is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Supplies** means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

**For PSN: Task Forces** are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

## SECTION I: TERMS AND CONDITIONS

**1.0 Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

**2.0 Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project

past the ninety (90) day period, but only by formal written adjustment to this agreement.

**3.0 Supplanting** - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

**4.0 Personnel Changes** - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

**5.0 Non-Procurement, Debarment and Suspension** - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

**6.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

**7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

**8.0 Additional Restrictions on Lobbying** - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

**9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

**10.0The Coastal Barrier Resources Act** - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

**11.0Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee*.

**12.0Confidentiality of Data** - The subrecipient (at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

**13.0Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

**14.0Insurance for Real Property and Equipment** - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

**15.0Flood Disaster Protection Act** - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

**16.0General Appropriations Restrictions** – The subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

**17.0Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

**18.0For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the subrecipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

**19.0 Personally Identifiable Information Breaches** – The subrecipient (at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to

FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## SECTION II: CIVIL RIGHTS REQUIREMENTS

**1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

**2.0 Title VI of the Civil Rights Act of 1964** - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

**Equal Employment Opportunity Certification (EEOC)** - A subrecipient and/or implementing agency must submit an EEO Certification annually within 120 days of award.

**Equal Employment Opportunity Program (EEOB)** - A subrecipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

**3.0 Title IX of the Education Amendments of 1972** If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

**4.0 Equal Treatment for Faith Based Organizations** The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

**5.0 Americans with Disabilities Act** - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

**6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

**7.0 Age Discrimination Act of 1975** - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

**8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit [www.lep.gov](http://www.lep.gov).

**9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

**10.0 Filing a Complaint** - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at [info@fdle.state.fl.us](mailto:info@fdle.state.fl.us). Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

**11.0 Retaliation** - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

**12.0 Non-discrimination Contract Requirements** -Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

**13.0 Pass-through Requirements** - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

### **SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY**

**1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

**2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

### **SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS**

**1.0 Obligation of Subrecipient Funds** - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

**2.0 Use of Funds** - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

**3.0 Advance Funding** - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

#### **4.0 Performance and Reporting**

**Reporting Time Frames** - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

**Failure to Submit** - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

**Report Contents** - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

**Requirement for Data on Performance and Effectiveness Under the Award** - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

**Financial Consequences for Failure to Perform** - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

**5.0 Grant Adjustments** - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved subaward will only be considered under extenuating circumstances. Subrecipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

## **6.0 Financial Expenditures and Reporting**

**Reporting Requirements** - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

**Submission** - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

**7.0 Project Generated Income (PGI)** - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

**Required Reports** - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

**PGI Expenditure** - Program income should be used as earned and expended as soon as possible and used to further the objectives for which the award was made.

**Submission** - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

**Unexpended PGI** - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

**8.0 Subrecipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIS").

## SECTION V: MONITORING AND AUDITS

**1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

**2.0 Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

**3.0 Property Management** - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

**Property Use** - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage

and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

**4.0 Subaward Closeout** - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

**5.0 High Risk Subrecipients** - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**6.0 Imposition of Additional Requirements** - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

**7.0 Retention of Records** - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.

**8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

**9.0 Failure to Address Audit Issues** - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

**10.0 Single Annual Audit** - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

## SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source costing \$10,000 or more, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

**Documentation** - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may

include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

**8.0 Contractual Services** - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

**Requirements for Contractors of Subrecipients** - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide ([https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)), and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

**Approval of Consultant Contracts** Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

**FFATA Reporting Requirements** - Subrecipients that enter into subawards of \$25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>

**9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

**10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

**11.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at [www.ojp.gov/funding/ojptrainingguidingprinciples.htm](http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm).

**12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

**Publication or Printing of Materials** - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-

based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

*"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

**Patents** - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

**13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

#### **14.0 Information Technology Projects**

**Criminal Intelligence Systems** - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

**State IT Point of Contact** - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

**Interstate Connectivity** - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**ADP Justification** - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP

equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

**15.0 Interoperable Communications Guidance** - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

**14.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**15.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, subrecipients are prohibited from obligating or expending grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

**16.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

- iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

**17.0 Non-Disclosure Agreements** - No subrecipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

**18.0 Confidential Funds and Confidential Funds Certificate** - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of grant application. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

**19.0 For JAG: Task Force Training Requirement** - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed three ways:

- 1) [Regional Information Sharing Systems](#) (RISS) members may access the training through the secure RISS portal. Instructions may be found here: [https://28cfr.ncirc.gov/documents/Accessing\\_28CFRPart23\\_training\\_RISS.pdf](https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_RISS.pdf).
- 2) Members with a secure account through the Federal Bureau of Investigation's (FBI) [Law Enforcement Enterprise Portal](#) (LEEP) may log in to LEEP to access the training. Instructions may be found here: [https://28cfr.ncirc.gov/documents/Accessing\\_28CFRPart23\\_training\\_LEEP.pdf](https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_LEEP.pdf).
- 3) If your agency was previously provided with a preauthorization code, you may register for the training using that code by selecting the "LOG IN or SIGN UP" menu button located on the top left side of the home page. Enter your email address and password, then select "Preauthorization Registration."

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods at [Home page - 28 CFR Part 23 Online Training \(ncirc.gov\)](#).

**20.0 For NCHIP and NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

**21.0 For PREA: PREA Audits** - Subrecipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

## SECTION VIII: ADDITIONAL REQUIREMENTS

**1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

### 2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs

to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

**3.0 National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

**4.0 Human Research Subjects** – The subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

## **5.0 Disclosures**

**Conflict of Interest** - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

**Violations of Criminal Law** - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the subaward.

**6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

**7.0 Limitations on Government Employees Financed by Federal Assistance** - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

**9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/si001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

**11.0 Environmental Requirements and Energy** - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

**12.0 Other Federal Funds** - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

**13.0 Trafficking in Persons** - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>

**14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

**15.0 Employment Eligibility Verification for Hiring Under This Award** – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.

- iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.
- vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

**IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

**16.0 Determination of Suitability to Interact with Minors** – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

**17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters:** No subrecipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the subrecipient:

- a) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- b) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- c) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**17.0 For RSAT: State Alcohol and Drug Abuse Agency** - The subrecipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

**18.0 For RSAT: Drug Testing** - The subrecipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

**19.0 For RSAT: Opioid Abuse and Reduction** - The subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

**20.0 For RSAT: Data Collection** - The subrecipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

**21.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

**22.0 For PSN: Media-related Outreach** - The subrecipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

**23.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, subrecipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks

2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.

3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of:  
(a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

**CERTIFICATE OF SUBAWARD**

Subrecipient: City of Pensacola

Subrecipient DUNS: 073131559

Date of Award: 11/30/2021

Grant Period: From: 10/01/2021 TO: 09/30/2022

Project Title: LOAD BEARING VESTS

Subgrant Number: 2021-JAGC-ESCA-3-3B-134

Federal Funds: \$55,104.00

Matching Funds: \$0.00

Total Project Cost: \$55,104.00

CFDA Number: 16.738

Federal Award Number: 2020-MU-BX-0006

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research and Development: No

Indirect Cost: No

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A subaward agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Pensacola (herein referred to as "Subrecipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Subrecipient in accordance with the terms and conditions set forth in the subgrant agreement, and

WHEREAS, the Department has available funds resulting from a federal Edward R. Byrne Memorial Justice Assistance Grant award issued under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and

WHEREAS, the Subrecipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Subrecipient has provided an executed agreement to the Department.

NOW THEREFORE, in consideration of the foregoing:

A subaward is hereby made to the Subrecipient identified above. The subaward is for the amount and time period specified above.

This award is a cost-reimbursement agreement. Requests for reimbursement must be submitted on either a monthly or quarterly basis, as designated in the Financial Section of the agreement. The Subrecipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under another state or federal funding source. Supporting documentation includes, but is not limited to: timesheets, activity reports, paystubs, third-party contracts, quotes, procurement documents, equipment inventory records,

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

**CERTIFICATE OF SUBAWARD (continued)**

purchase orders, original receipts, invoices, canceled checks or EFT records, or bank statements, as applicable. Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and requested supporting documentation.

The Subrecipient must provide Performance Reports on either a monthly or quarterly basis, as designated in the Performance Section of the agreement, to the Department attesting to the progress toward deliverables and to validate the required minimum acceptable level of service performed. Performance Reports are due no later than 15 days after the end of each reporting period.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, and/or the Office of Management and Budget (OMB) Uniform Grant Requirements (2 C.F.R. Part 200), in their entirety. It is also subject to the standard and special conditions attached and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government.

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.

  
\_\_\_\_\_  
Authorized Official  
Cody Menacof  
Bureau Chief

11-30-21  
\_\_\_\_\_  
Date

This award is subject to the special conditions (if any) prescribed below.

Ref# S47242: WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the Subrecipient must submit a properly executed Certification Regarding Lobbying; Debarment, Suspension and Other Matters; and Drug Free Workplace to the Office of Criminal Justice Grants.

Ref# S47248: WITHHOLDING OF FUNDS: Prior to the obligation and drawdown of funds for any non-competitive procurement (sole source), the Subrecipient must obtain written approval via a Sole Source Justification Form from the Office of Criminal Justice Grants (OCJG). Any funds expended prior to receiving approval will be spent "at risk". If the Sole Source Justification Form is denied by OCJG, related funds will not be eligible for reimbursement using sole source procurement. All sole source procurements under this subaward must comply with the Federal sole source procurement requirements outlined in the Office of Management and Budget (OMB), Uniform Requirements, 2 C.F.R. 200.320(f).

Ref# S47249: A risk assessment completed at the time of application review determined this project is HIGH-RISK. Backup documentation supporting all expenditures must accompany each reimbursement request submitted for approval. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Ref# S49196: WITHHOLDING OF FUNDS: At the time of application approval, the Subrecipient had not submitted a current Subrecipient Management Questionnaire (SMQ). Prior to the drawdown of funds, the Subrecipient must provide a completed Subrecipient Management Questionnaire (SMQ).

**RESOLUTION  
NO. 2022-003**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. SPECIAL REVENUE FUND**

As Reads	Federal Grants	2,140,408
To:		
Reads	Federal Grants	2,195,512
As Reads	Operating Expenses	982,550
To:		
Reads	Operating Expenses	1,037,654

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**JANUARY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT- RES NO. 2022-003**

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FUND	AMOUNT	DESCRIPTION
<b>SPECIAL REVENUE FUND</b>		
Estimated Revenues		
Federal Grants	55,104	Increase appropriation for Federal Grants
Total Revenues	<u>55,104</u>	
Appropriations		
Operating Expenses	55,104	Increase appropriation for Operating Expenses
Total Appropriations	<u>55,104</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2022-003

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-003 - FY21 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: STATE

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2022-003

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:**

The Pensacola Police Department (PPD) will be submitting a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, under the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula (State) to support efforts with purchasing 130 load bearing vests.

The Pensacola Police Department recognizes that every officer must be properly equipped and feels strongly there is a need for Load Bearing Vests (LBV) to ensure each officer will be prepared to handle challenging situations. These vests are ideal for officers during equipment-carrying assignments, they provide ready access to equipment and supplies during Law Enforcement operations.

Nationally, more and more municipal Police agencies, county Sheriff departments, and Federal agencies are transitioning to the LBV. Sworn officers carry approximately fifteen (15) to eighteen (18) pounds of required police equipment on their duty belts. The LBV will benefit each Pensacola Police Department Officer/Sergeant in a variety of ways. The medical research overwhelmingly supports the LBV. These vests distribute the police equipment more evenly and relying on shoulder and upper back support versus the hips and lower back. Police officers age-out of street patrol work faster with hip(s) and lower back injuries. These issues then require long-term pain management solutions such as medication or consistent physical therapy on the employers Workers Compensation.

The two leading research reports from the Mayo Clinic Health System and the University of

Wisconsin agree that the average patrol officer will add more years of service to their agency by removing the weight from their hips and lower back to the center mass of the body. Ergonomically, it will benefit the patrol officer in on-duty high impact athletic activity and for the sitting position in the patrol vehicle.

Currently the budget for the City of Pensacola will not make allowances to purchase one hundred thirty (130) LBVs. Grant funding will provide assistance necessary for this essential equipment that will ensure the safety of officers and the public alike.

The grant will be used to purchase LBVs to support the physical health, longevity and safety of PPD officers. To increase the longevity of the officers, they will wear the vests on-duty and during extra-duty jobs/events. Pensacola Police Department's current vests are worn beneath the uniform shirt and requires all the officer's equipment to be worn on their duty belt. These vests will afford officers with a high visibility profile complete with agency identification. LBVs can be quickly donned allowing officers to deploy fully equipped enabling to negotiate safely through any circumstance they may face in the course of any given shift. These vests have Multi-Functional accessories including large and small utility pockets, flashlight pocket, magazine pocket and radio pocket and an assortment of other attachments that will be listed in the budget narrative. They afford the officers with an effective means to accomplish their mission fully prepared. The LBVs also have the ability to release from the officer's body in case in of immediate emergency medical attention or the need for rapid cooling between calls for service (if needed).

The equipment listed in the budget narrative will be purchased by the Project Director. Once received, training will be provided to ensure it is properly used, it will then be assigned to officers for deployment in the field.

The JAG Program blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs (under Title XI-Department of Justice Reauthorization) to provide agencies with the flexibility to prioritize and place justice funds where they are most needed. The JAG Program provides states, tribes and local governments funding to support a broad range of activities to prevent and control crime based upon local needs and conditions. Matching funds are not required under the JAG Program.

Among the grant requirements are that the Pensacola Police Department notify City Council of its intended use of the grant and to allow the citizens an opportunity to comment prior to the application submission.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$55,104.00

Actual: \$24,960.00  
1,560.00  
2,340.00

LBV Carriers  
holster drop plate for duty belt  
accessory locking fork

1,170.00	holster locking fork
2,925.00	double magazine holder
3,269.00	triple magazine holder
5,395.00	cuff case
2,385.50	flashlight holder
2,385.00	pepper spray holder
4,270.50	body cam holder
<u>4,777.50</u>	radio holder
<u>\$55,438.50</u>	

**FINANCIAL IMPACT:**

The estimate grant award for the FY21 Edward Byrne Memorial Justice Assistance (JAG) Program: State is \$55,104.00 based on the 2021 Florida Local JAG Allocations. Projects to be funded from this grant award do not require a local match. Adoption of the supplemental budget resolution will appropriate funding for this grant.

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

12/23/2021

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Eric Randall, Chief of Police

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2022-003
- 2) Supplemental Budget Explanation No. 2022-003

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-003**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. SPECIAL REVENUE FUND**

As Reads	Federal Grants	2,140,408
To:		
Reads	Federal Grants	2,195,512
As Reads	Operating Expenses	982,550
To:		
Reads	Operating Expenses	1,037,654

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**JANUARY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT- RES NO. 2022-003**

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FUND	AMOUNT	DESCRIPTION
<b>SPECIAL REVENUE FUND</b>		
Estimated Revenues		
Federal Grants	55,104	Increase appropriation for Federal Grants
Total Revenues	<u>55,104</u>	
Appropriations		
Operating Expenses	55,104	Increase appropriation for Operating Expenses
Total Appropriations	<u>55,104</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00013

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

BUREAU OF JUSTICE ASSISTANCE (BJA) FY20 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM

**RECOMMENDATION:**

That City Council approve the acceptance the BJA FY20 Coronavirus Emergency Supplemental Funding Program agreement between the City of Pensacola and the U.S. Department of Justice, Bureau of Justice Assistance, in the amount of \$81,255.00. Further, that City Council authorize the Mayor to take all actions necessary to accept the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Pensacola Police Department (PPD) submitted a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, under the BJA FY 20 Coronavirus Emergency Supplemental Funding Program to support efforts with purchasing laptops.

During the height of the COVID19 pandemic City employees were encouraged to work from home, where possible, in an effort to restrict the spread of the virus. During this time, a shortage of laptops made it difficult to fully implement these safety procedures. In order to rectify the issue, the Pensacola Police Department (PPD) submitted a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, under the BJA FY 20 Coronavirus Emergency Supplemental Funding Program to support efforts with purchasing laptops. These laptops will allow more employees to work from home should the need arise in the future.

The grant award for the BJA FY20 Coronavirus Emergency Supplemental Funding Program is \$81,255.00. This grant award has given Pensacola Police Department a one-year extension due to COVID, teleworking communication factors and staff turnover resulting in not meeting the original grant deadline.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$81,255.00

Actual: \$81,255.00

**FINANCIAL IMPACT:**

Projects to be funded from this grant award do not require a local match. Adoption of the supplemental budget resolution will appropriate funding for this grant.

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

1/5/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Eric Randall, Chief of Police

**ATTACHMENTS:**

- 1) Grant Award 2020-VD-BX-0265
- 2) Budget Summary Laptops BJA-2020-18553
- 3) Project Abstract BJA-2020-18553
- 4) Award Letters
- 5) Supplemental Budget Resolution No. 2022-004
- 6) Supplemental Budget Explanation No. 2022-004

**PRESENTATION:** No



Department of Justice (DOJ)  
Office of Justice Programs  
Bureau of Justice Assistance

## GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

### Grant

PROJECT NUMBER

2020-VD-BX-0265

PAGE 1 OF 1

This project is supported under FY20(BJA - CESF) Pub L. No. 116-136, Div. B, 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Tarasa Napolitano  
(202) 598-7372

2. PROJECT DIRECTOR (Name, address & telephone number)

Tommi Lyter  
Captain  
222 West Main Street  
Pensacola, FL 32502-5743  
(850) 435-1854

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

FY 20 Coronavirus Emergency Supplemental Funding Program

5. NAME & ADDRESS OF GRANTEE

City of Pensacola  
222 W Main Street  
Pensacola, FL 32502-5743

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 81,255

10. DATE OF AWARD

05/04/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Pensacola 222 W Main Street Pensacola, FL 32502-5743		4. AWARD NUMBER 2020-VD-BX-0265	
		5. PROJECT PERIOD FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD FROM 01/20/2020 TO 01/31/2022	
2a. GRANTEE IRS/VENDOR NO. 596000402		6. AWARD DATE 05/04/2020	7. ACTION Initial
2b. GRANTEE DUNS NO. 073131559		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE FY 20 Coronavirus Emergency Supplemental Funding Program		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 81,255	
		11. TOTAL AWARD \$ 81,255	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S)			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B, 28 U.S.C. 530C			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16 034 - Coronavirus Emergency Supplemental Funding Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Tommi Lyter Chief	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV YEAR CODE ACT. OFC. REG. SUB. POMS. AMOUNT X B VD 80 00 00 81255		21. VVDUGT0318	



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-0265

AWARD DATE 05/04/2020

*SPECIAL CONDITIONS*

I. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

**Limited Exceptions.** In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



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2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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*SPECIAL CONDITIONS*

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



Department of Justice (DOJ)  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 14 OF 16

PROJECT NUMBER 2020-VD-BX-0265

AWARD DATE 05/04/2020

*SPECIAL CONDITIONS*

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



Department of Justice (DOJ)  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 15 OF 16

PROJECT NUMBER 2020-VD-BX-0265

AWARD DATE 05/04/2020

*SPECIAL CONDITIONS*

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 16 OF 16

PROJECT NUMBER 2020-VD-BX-0265

AWARD DATE 05/04/2020

*SPECIAL CONDITIONS*

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

**Budget Summary**  
**Laptops BJA-2020-18553**

<b><u>Budget Category</u></b>	<b><u>Amount</u></b>
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	\$81,255.00
E. Supplies	\$0.00
F. Construction	\$0.00
G. Consultants/Contracts	\$0.00
H. Other	\$0.00
Total Direct Costs	\$81,255.00
I. Indirect Costs	\$0.00
J. 3% NIBRS Set-Aside	\$0.00
<b>TOTAL PROJECT COSTS</b>	<b>\$81,255.00</b>
Federal request	\$81,255.00
Non-Federal Amount	\$0.00

**PROJECT ABSTRACT**  
**Pensacola Police Department**  
**BJA- 2020-18553**

**Part One: Application point of contact**

Organization Name: Pensacola Police Department  
POC Name: Captain Kristin Brown  
Phone Number: 850-435-1851  
Email Address: [kbrown@cityofpensacola.com](mailto:kbrown@cityofpensacola.com)  
Mailing Address: Pensacola Police Department  
P.O. Box 1750  
Pensacola, FL. 32501

**Part Two: Identify the application**

Solicitation Name: Laptops  
Project Title: Laptops  
Proposed Start Date: March 23, 2020  
Proposed End Date: March 22, 2021  
Fund Amount Requested: \$81,255.00

**Part Three: Project location and applicant type**

Project Location: Pensacola, FL.  
Target Area: Internal departments and division

**Part Four: Project Abstract**

The pandemic of COVID19 lead government officials to enact State of Emergency orders across the state of Florida. Officials mandated essential City employees to work from home to restrict the spread of the virus. Laptops were immediately purchased and distributed to the workforce to maintain essential operations of City government. The FY2020 Coronavirus Emergency

Supplemental Funding Program will replenish vital budgetary funds that were used to meet the immediate need of our essential personnel.

Anticipated outcomes: (addressed in above narrative)

Major deliverables:

The grant will replenish vital budgetary funds to pre-coronavirus availability.

Project identifiers:

Replenish budget funding

Allowed essential workforce to perform governmental duties from the safety of their homes

Prevented spread of the Covid19 virus among City workforce

**Part Five:** OJP has our permission to share this project abstract

Authorized Official (AO) Consent

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**Signature**

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**Date**

**AO Name:** Tommi Lyter

**Title:** Chief of Police

**Organization Name:** Pensacola Police Department

**Phone:** 850-435-1855



**Department of Justice (DOJ)**

Office of Justice Programs

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Office of the Assistant Attorney General

Washington, D.C. 20531

May 4, 2020

Chief Tommi Lyter  
City of Pensacola  
222 W Main Street  
Pensacola, FL 32502-5743

Dear Chief Lyter:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Pensacola for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$81,255. These funds are for the project entitled FY 20 Coronavirus Emergency Supplemental Funding Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Pensacola accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Tarasa Napolitano, Program Manager at (202) 598-7372; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is written over a horizontal line.

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Encl.



**Department of Justice (DOJ)**  
Office of Justice Programs  
*Office of Civil Rights*

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Washington, DC 20531

May 4, 2020

Chief Tommi Lyter  
City of Pensacola  
222 W Main Street  
Pensacola, FL 32502-5743

Dear Chief Lyter:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), 205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



**Department of Justice (DOJ)**

Office of Justice Programs

*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File  
**From:** Orbin Terry, NEPA Coordinator  
**Subject:** Categorical Exclusion for City of Pensacola

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

**RESOLUTION  
NO. 2022-004**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. SPECIAL REVENUE FUND**

As Reads	Federal Grants	2,140,408
To:		
Reads	Federal Grants	2,221,663
As Reads	Operating Expenses	982,550
To:		
Reads	Operating Expenses	1,063,805

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**JANUARY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - FY 20 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM GRANT- RES NO. 2022-004**

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
<b>SPECIAL REVENUE FUND</b>		
Estimated Revenues		
Federal Grants	81,255	Increase appropriation for Federal Grants
Total Revenues	<u>81,255</u>	
Appropriations		
Operating Expenses	81,255	Increase appropriation for Operating Expenses
Total Appropriations	<u>81,255</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2022-004

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-004 - BUREAU OF JUSTICE ASSISTANCE (BJA) FY20 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2022-004

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:**

The Pensacola Police Department (PPD) submitted a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, under the BJA FY 20 Coronavirus Emergency Supplemental Funding Program to support efforts with purchasing laptops.

During the height of the COVID19 pandemic City employees were encouraged to work from home, where possible, in an effort to restrict the spread of the virus. During this time, a shortage of laptops made it difficult to fully implement these safety procedures. In order to rectify the issue, the Pensacola Police Department (PPD) submitted a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, under the BJA FY 20 Coronavirus Emergency Supplemental Funding Program to support efforts with purchasing laptops. These laptops will allow more employees to work from home should the need arise in the future.

The grant award for the BJA FY20 Coronavirus Emergency Supplemental Funding Program is \$81,255.00. This grant award has given Pensacola Police Department a one-year extension due to COVID, teleworking communication factors and staff turnover resulting in not meeting the original grant deadline.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$81,255.00

Actual: \$81,255.00

**FINANCIAL IMPACT:**

Projects to be funded from this grant award do not require a local match. Adoption of the supplemental budget resolution will appropriate funding for this grant.

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

1/4/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Eric Randall, Chief of Police

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2022-004
- 2) Supplemental Budget Explanation No. 2022-004

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-004**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. SPECIAL REVENUE FUND**

As Reads	Federal Grants	2,140,408
To:		
Reads	Federal Grants	2,221,663
As Reads	Operating Expenses	982,550
To:		
Reads	Operating Expenses	1,063,805

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**JANUARY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - FY 20 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM GRANT- RES NO. 2022-004**

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FUND	AMOUNT	DESCRIPTION
<b>SPECIAL REVENUE FUND</b>		
Estimated Revenues		
Federal Grants	81,255	Increase appropriation for Federal Grants
Total Revenues	<u>81,255</u>	
Appropriations		
Operating Expenses	81,255	Increase appropriation for Operating Expenses
Total Appropriations	<u>81,255</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00012

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

STATE OF FLORIDA - FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION GRANT AGREEMENT NO. 21130 - BAARS PARK AND SANDER BEACH KAYAK FISHING TRAIL ACCESS UPGRADES PROJECT

**RECOMMENDATION:**

That City Council approve the State of Florida - Florida Fish and Wildlife Conservation Commission (FWC) Grant Agreement No. 21130 in the amount of \$143,000 for Planning, Engineering and Design Services, and Permitting for Baars Park and Sanders Beach Kayak Fishing Trail Access Upgrades. Further, that City Council authorize the Mayor to take all actions necessary to accept and execute the grant. Finally, that City Council adopt a supplemental budget resolution to appropriate the grant funds.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola was successful in receiving Florida FWC grant funds to enhance/increase public access to Pensacola waterways for kayak fishing and paddling, by establishing a designated kayak fishing and paddling trail starting at Baars Park and ending at Sanders Beach. Kayak fishing is the fastest growing segment of the U.S. sportfishing market due to increasing fuel costs, expense compared to other watercraft, minimal environmental impacts and growing appreciation for an active outdoor lifestyle.

FWC has allocated \$143,000 in current fiscal year (FY2022) for the planning, engineering and design services, and permitting phase.

FWC plans to allocate \$945,120 for construction and an additional \$233,755 for construction contingency in next fiscal year (FY2023) in which the City anticipates entering into a construction phase agreement with FWC once those funds become available next fiscal year.

**PRIOR ACTION:**

None

**FUNDING:**

Budget:	\$ 143,000	FWC Blueway Trail Grant
	945,120	Future Anticipated FWC Grant
	<u>233,755</u>	Future Anticipated FWC Grant
	<u>\$1,111,495</u>	

Actual:	\$ 143,000	Planning, Engineering, Design & Permitting
	945,120	Estimated Construction Costs
	<u>233,755</u>	Estimated Contingency Costs
	<u>\$1,111,495</u>	

**FINANCIAL IMPACT:**

Adoption of a supplement budget resolution will appropriate the grant funds.

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

1/3/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Brian Cooper, Parks and Recreation Director

**ATTACHMENTS:**

- 1) Grant Agreement No. 21130 - Pensacola Baars Park and Sanders Beach
- 2) Supplemental Budget Resolution No. 2022-007
- 3) Supplemental Budget Explanation No. 2022-007

**PRESENTATION:** No

**STATE OF FLORIDA  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

**AGREEMENT NO. 21130**

<b>CFDA Title(s):</b> N/A	<b>CFDA No(s):</b> N/A
<b>Name of Federal Agency(s):</b> N/A	
<b>Federal Award No(s):</b> N/A	<b>Federal Award Year(s):</b> N/A
<b>Federal Award Name(s):</b> N/A	
<b>CSFA Title(s):</b> Deepwater Horizon Oil Spill / Florida Trustee Implementation Group's Final Restoration Plan 2 and Environmental Assessment: Habitat Projects on Federally Managed Lands; Sea Turtles; Marine Mammals; Birds; and Provide and Enhance Recreational Opportunities	<b>CSFA No(s):</b> 77.048
<b>State Award No(s):</b> FWC 21130	<b>State Award Year(s):</b> FY 2021-2022
<b>State Award Name(s):</b> Baars Park and Sanders Beach Kayak Fishing Trail Access Upgrades	

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

**WHEREAS**, the Commission and Grantee have partnered together to construct a designated kayak fishing and paddling trail starting at Baars Park and ending at Sanders Beach; and,

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

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

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

**1. PROJECT DESCRIPTION.**

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

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

## 2. PERFORMANCE.

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

## 3. AGREEMENT PERIOD.

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

## 4. COMPENSATION AND PAYMENTS.

**A. Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$143,000.00

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

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

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

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

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

**5. RETURN OR RECOUPMENT OF FUNDS.**

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

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

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

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

## 7. MONITORING.

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

## 8. TERMINATION.

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

## 9. REMEDIES.

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

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

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

**10. NOTICES AND CORRESPONDENCE.**

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

**FOR THE COMMISSION:**

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

**FOR THE GRANTEE:**

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

**11. AMENDMENT.**

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

**12. PROPERTY RIGHTS.**

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

- A. Intellectual and Other Intangible Property.**

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

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

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

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

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

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

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

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

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

**13. RELATIONSHIP OF THE PARTIES.**

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

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

#### 14. SUBCONTRACTS.

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

#### 15. MANDATORY DISCLOSURE.

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

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

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

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

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

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

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

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

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

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

**16. INSURANCE.**

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

**17. SPONSORSHIP.**

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

**18. PUBLIC RECORDS.**

- A.** All records in conjunction with this Grant shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.
- B.** This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- C.** If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:
- i. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399.**
  - ii.** Keep and maintain public records required by the Commission to perform the service.

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

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

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

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

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

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

- A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State

of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

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

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

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

## 23. FEDERAL COMPLIANCE.

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

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

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

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

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

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

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

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

## 25. CONTRACT-RELATED PROCUREMENT.

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

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

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

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

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

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

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

## 26. PROFESSIONAL SERVICES.

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

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

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

## 27. INDEMNIFICATION.

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

## 28. NON-DISCRIMINATION.

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

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

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

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

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

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

**31. JURY TRIAL WAIVER.**

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

**32. PROHIBITION OF UNAUTHORIZED ALIENS.**

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

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

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

with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

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

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

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

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

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

**36. ENTIRE AGREEMENT.**

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

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

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

City of Pensacola

Florida Fish and Wildlife Conservation  
Commission

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

Approved as to form and legality:

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

Attachments in this Agreement include the following:

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

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Baars Park and Sanders Beach Kayak Fishing Trail Access Upgrades	<b>FWC Contract No.</b>	21130
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### 1. PROJECT DESCRIPTION

- A. Purpose and Background:** The City of Pensacola (Grantee) will use grant funds to enhance/increase public access to Pensacola waterways for kayak fishing and paddling, by establishing a designated kayak fishing and paddling trail starting at Baars Park and ending at Sanders Beach. Kayak fishing is the fastest growing segment of the U.S. sportfishing market due to increasing fuel costs, expense compared to other watercraft, minimal environmental impacts, and growing appreciation for an active outdoor lifestyle.
- B. Project Benefits:** Pensacola offers tourism amenities that market its natural resources to outdoor recreation enthusiasts as a nature-based tourism destination, resulting in economic stimulus and increased public awareness of natural Pensacola, thereby helping to compensate for interim losses to recreational use by the *Deepwater Horizon* oil spill.
- C. Type of Agreement:** This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements attached hereto and made a part hereof as Attachment D. Requirements are outlined the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.
- D. Term of Agreement:** The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect through June 30, 2024. Grantee shall complete the tasks and provide the deliverables described in this Scope of Work by June 30, 2024.

### 2. PROJECT DELIVERABLES

- A. Deliverable 1:** Planning, Engineering and Design Services, and Permitting for Baars Park and Sanders Beach Kayak Fishing Trail Access Upgrades

#### Deliverable 1 Tasks:

- Grantee will prepare draft construction plans and specifications;
- Submit to FWC’s grant manager for review and approval; and
- Upon approval by FWC’s grant manager, prepare final plans.
- Grantee will prepare and submit applications to the Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (ACOE), and any other agencies that require permitting be applied for; and
- Provide copies of permits or other final action by permitting agencies to the FWC grant manager.

#### Specific trailhead-related infrastructure upgrades at Baars Park involve:

- Construct a fishing pier and dock with specialized kayak and accessible entry. Any lighting associated with the pier and dock would be implemented in accordance with applicable sea turtle lighting best practices;
- Construct a small, unpaved parking lot with approximately eight parking spaces;
- Construct a picnic area/shelter ;
- Install monofilament recycling bins;
- Install informational (e.g., navigational) and educational kiosks;

#### Specific infrastructure upgrades at Sanders Beach involve:

- Convert the existing powercraft launch to an accessible kayak launch;
- Install floating accessible kayak launches to the two existing docks;

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Baars Park and Sanders Beach Kayak Fishing Trail Access Upgrades	<b>FWC Contract No.</b>	21130
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- Reconfigure, and possibly expand, the existing parking lot;
- Install monofilament recycling bins;
- Install informational (e.g., navigational) and educational kiosks.

**Compensation:** Total payment for this deliverable will not exceed \$143,000.

**Minimum Performance:** Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance. The Grantee shall provide all labor, equipment, and materials to complete the planning, engineering, and design services, and permitting for finalizing design and construction plans as specified herein. These final plans will be submitted to the Commission for review and approval prior to initiation of any work.

**Documentation:** Documentation includes an attestation of activities or services rendered. The Grantee shall provide copies of bid documentation, surveys, draft plans, proof of services rendered, final plans, and permits. See FWC Cost Reimbursement Contract Payment Requirements Attachment D for additional details on supporting documentation.

### 3. FINANCIAL CONSEQUENCES

- A. Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.
- B. In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.
- C. Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement.
- D. Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site(s) according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

### 4. PERFORMANCE

- A. **Permit Requirements:** The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Baars Park and Sanders Beach Kayak Fishing Trail Access Upgrades	<b>FWC Contract No.</b>	21130
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**B. Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission’s Grant Manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission’s Grant Manager, to retain in their own records.

**C. Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA wheelchair accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission’s determination based on this review will be final. Any lighting associated with this project will be implemented in accordance with applicable sea turtle lighting best practices (refer to <https://myfwc.com/wildlifehabitats/wildlife/sea-turtle/lighting/>).

**D. Construction:** If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.

All in-water work must adhere to the guidelines and conditions within the NMFS’s Sea Turtle and Smalltooth Sawfish Construction Conditions (2006), NMFS’s Measures for Reducing Entrapment Risk to Protected Species (2012), NMFS’s Vessel Strike Avoidance Measures and Reporting for Mariners (2008), and USFWS Standard Manatee Conditions for In-water Work (2011). These measures will minimize the potential for adverse effects to the West Indian manatee, Gulf sturgeon, and sea turtles.

Best Management Practices for erosion control are to be implemented at all times during upland construction to prevent siltation and turbid discharges into surface waters. Methods could include, but not limited to, staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and installation of turbidity screens around the immediate project site(s).

**E. Commencement of Work:** The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.

**F. Performance Criteria:** The Grantee shall complete the Project as described in this Scope of Work. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.

**G. Certificate of Completion:** Within thirty (30) calendar days following completion of all Project deliverables, the Grantee shall sign and submit to the Commission’s Grant Manager, a Certification of Completion Statement, attached hereto and made a part hereof as Attachment E, Form 5 which

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certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion Statement, Attachment E, Form 5.

**H. Project Close-out Report:** In addition to the Certificate of Completion, and before/after photos from fixed points for comparison, within thirty (30) calendar days the Grantee shall submit the Project Close-Out Report Form, attached hereto and made a part hereof as Attachment E, Form 6. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photocopy of the check must accompany the Close-Out Report, Form 6.

**I. Site Dedication:** For construction grants, but not for grants which involve only design, engineering, permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Grantee agrees to dedicate the project site(s) as a kayak fishing and paddling trail for the use and benefit of the public as a condition of receiving funds under this Agreement. The Notice of Grant Agreement Form (Site Dedication) is attached hereto and made a part hereof as Attachment F. If required, the Grantee shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication, a copy of the recorded document shall be submitted to the Commission in addition to the Certificate of Completion, Attachment E, Form 5.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication AND Certificate of Completion. Following this initial site dedication, the project site(s) shall remain a public kayak fishing and paddling trail for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Grantee (i.e., lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a kayak fishing and paddling trail for the entirety of this site dedication period surviving the Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site(s) as a kayak fishing and paddling trail according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource, or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes, or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

**Attachment A – SCOPE OF WORK**

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**J. Acknowledgement:** Upon completion of the Project, and prior to the final reimbursement of funds, the Grantee, at its expense, shall purchase, erect, and maintain a permanent sign at each of the Project sites, not less than three (3) feet by four (4) feet in size, displaying the text “**Funding for this project provided by the Florida Trustee Implementation Group as part of the Deepwater Horizon Oil Spill Natural Resource Damage Assessment process**”, and including the logos of the six Florida NRDA trustees. The Grantee shall provide a draft copy of the acknowledgement sign for review and approval by the Commission prior to production. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Grantee shall, at its expense, replace it within ninety (90) days. Should the Grantee fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. Any other form of acknowledgement must be approved in writing by the Commission’s Grant Manager.

**K. Educational Signs:** The Grantee shall purchase, erect, and maintain an educational sign at each of the project sites to remind visitors of the potential presence of marine mammals and measures to protect these species while boating and fishing. Specifications regarding educational signage may be found on the Commission’s Website at <https://myfwc.com/wildlifehabitats/wildlife/manatee/education-for-marinas/>.

In addition, the Grantee shall reproduce and post at both the Baars Park and Sanders Beach project sites the following NOAA outreach signs: ‘Dolphin Friendly Fishing Tips’ sign, and ‘Don’t Feed Wild Dolphin’ sign. Furthermore, at the Sanders Beach site the Grantee shall reproduce and post the following NOAA outreach signs: ‘Report a Sturgeon’ sign, and ‘Do Not Catch or Harass Sea Turtles’ sign. The NOAA signs can be found at <https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>.

The Grantee shall also develop, erect, and maintain informational (e.g., navigational) and educational kiosks as described in the Florida Trustee Implementation Group Final Restoration Plan 2.

The Grantee shall adhere to any additional signage requirements as specified in any federal, state, county, or city permits.

The Grantee shall provide draft copies of all educational signs/information for review and approval by the Commission prior to production.

**5. BUDGET**

**A. Project Budget:** For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$143,000. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission’s Grant Manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

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Deliverable Number	Cost Item	Grant Funding Not To Exceed
1	<b>Planning and Design</b>	<b>\$143,000</b>
	Feasibility Studies	\$83,000
	Engineering and Design	\$0
	Permitting	\$60,000
	<b>Total</b>	<b>\$143,000</b>

**B. Cost Share:** There are no cost share requirements for the Grantee under the terms of this Agreement.

**C. Pre-Award Costs:** No pre-award costs are authorized under the terms of this Agreement.

**6. COMPENSATION AND PAYMENT**

**A. Fee Schedule:** This section is not applicable.

**B. Travel Expenses:** No travel expenses are authorized under the terms of this Agreement.

**C. Cost Reimbursement:** This is a cost reimbursement agreement. The total approved estimated project cost for the Project is \$143,000. The Commission agrees to reimburse the Grantee for an amount not to exceed \$143,000 or 100% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.

**D. Invoice Schedule and Payment:** Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project’s deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Grantee shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final payment shall be contingent upon the Commission’s Grant Manager receiving and accepting the:**

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**
- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement (Attachment F) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

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**E. Forms and Documentation:** After receiving acceptance of deliverable completion from the Commission’s Grant Manager, the Grantee may submit a Reimbursement Request, Attachment E, Form 2.

Grantees shall submit a Detail of Claims, Attachment E, Form 3 for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission’s Agreement Number and the Grantee’s Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract Payment Requirements for additional details on supporting documentation which is attached hereto and made a part hereof as Attachment D.

The Commission’s Grant Manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

**7. MONITORING SCHEDULE**

**A. Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee’s service delivery to determine if the Grantee has achieved the required level of performance. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice within thirty (30) days. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

**B. Site Inspections:** The Commission may inspect the Project site(s) prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission’s Grant Manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission’s Grant Manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site(s) to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and

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use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

**C. Project Maintenance:** The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site(s), including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.

**D. Monthly Project Updates:** Starting the first month after the date the Agreement is executed, the Grantee shall submit to the Commission monthly project updates, on or before the last business day of each month. These updates shall only include activities associated with the project funding, and may be submitted to the Commission by email. The monthly updates will contain the following information for each project site(s):

Current month:

- Activities that were completed;
- Activities that are ongoing;
- Activities that were started.

Following Month:

- Activities that will be completed;
- Activities that will be ongoing;
- Activities that will start.

**E. Quarterly Project Progress Reports:** Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment E, Form 1A & 1B. Progress reports are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission’s Grant Manager according to the following schedule:

**Reporting Period**

January through March  
 April through June  
 July through September  
 October through December

**Report due by:**

April 15<sup>th</sup>  
 July 15<sup>th</sup>  
 October 15<sup>th</sup>  
 January 15<sup>th</sup>

**8. INTELLECTUAL PROPERTY RIGHTS**

No additional requirements. Refer to Section 12 of the Agreement.

**9. SUBCONTRACTS**

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Subcontractors shall be reported to the Commission’s Grant Manager on the Subcontractor List, Attachment E, Form 8 prior to commencing work. Grantees shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission’s Grant Manager. Refer to Section 14 of the Agreement.

### 10. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

### 11. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

### 12. RECORD KEEPING REQUIREMENTS

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee, as documented by the date of the Closeout Letter issued by the FWC Grant Manager. Refer to Section 21 of the Agreement.

### 13. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

### 14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section I, Site Dedication, above in Section 4, Performance.

### 15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

- A. Fees:** The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.
- B. Drug-Free Workplace Requirement for Construction Contractors:** Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.
- C. Contractor Eligibility:** All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

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## AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Subrecipient may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Subrecipient will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

### MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter “OMB Uniform Guidance” and Section 215.97, F.S., as revised (see “AUDITS” below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

### AUDITS

**PART I: FEDERALLY FUNDED.** If this Agreement includes a Federal award, then the following provisions apply:

- A. This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.
- B. In the event that the Subrecipient expends **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Subrecipient conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. If the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than Federal entities).

- E. Such audits shall cover the entire Subrecipient's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.
- F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.
- G. If the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than Federal entities).

**PART II: STATE FUNDED.** If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- C. If the Subrecipient expends less than **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at:  
<https://apps.fldfs.com/fsaa/>.
- E. Subrecipient shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

### **PART III: REPORT SUBMISSION**

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
1. The Commission at the following address:  
**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**
  2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):  
**Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132**
  3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.
- B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting

package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

- C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Subrecipient directly to each of the following:

1. The Commission at the following address:

**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

- 2) The Auditor General's Office at the following address:

**Auditor General's Office  
G74 Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450**

- D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Subrecipients and sub-Subrecipients, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/sub-Subrecipient in correspondence accompanying the reporting package.

*- End of Attachment -*

**Exhibit 1  
FEDERAL AND STATE FUNDING DETAIL**

**FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

<b>Federal Program(s) Funds</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount</b>
	Total Federal Awards	

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

<b>Federal Program(s) Compliance Requirements</b>	
<b>CFDA #</b>	<b>Compliance Requirements</b>

**STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

<b>Matching Funds Provided by CFDA</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount of Matching Funds</b>
	Total Matching Funds Associated with Federal Programs	

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

<b>State Project(s)</b>		
<b>CSFA #</b>	<b>CSFA Title</b>	<b>Amount</b>
77.048	Deepwater Horizon Oil Spill / Florida Trustee Implementation Group's Final Restoration Plan 2 and Environmental Assessment: Habitat Projects on Federally Managed Lands; Sea Turtles; Marine Mammals; Birds; and Provide and Enhance Recreational Opportunities	\$143,000

State Project(s)		
	Total State Awards	\$143,000

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

State Project(s) Compliance Requirements	
CSFA #	Compliance Requirements
77.048	Project must comply with the Deepwater Horizon Oil Spill / Florida Trustee Implementation Group’s Final Restoration Plan 2 and Environmental Assessment: Habitat Projects on Federally Managed Lands; Sea Turtles; Marine Mammals; Birds; and Provide and Enhance Recreational Opportunities

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

*- End of EXHIBIT 1 -*

## Monitoring Guidelines

Florida has enhanced state and local capacity for public boating access through various funding sources including state and federal grant funds. The Florida Fish and Wildlife Conservation Commission (FWC) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Natural Resource Damage Assessment Florida Trustee Implementation Group (FL TIG) grant guidance and statutory regulations. The monitoring process is designed to assess a Grantee/Recipient or Sub-Recipient's (hereafter collectively referred to as Recipient) compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities – financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of project construction, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FWC and the applicant via e-mail and telephone or other electronic means. On-site monitoring are actual visits to the Recipient agencies by FWC representatives who examine records, procedures and projects.

### No Conflict of Interest:

Grant Managers shall complete the Agency 'No Conflict of Interest' form at the time they are assigned/assume responsibility for an agreement. If a conflict exists, the Grant Manager shall notify their immediate supervisor at the earliest opportunity. The supervisor is responsible to reassign the Agreement or coordinate with leadership and/or Legal to determine the appropriate resolution.

### Frequency of annual monitoring activity:

Each year the FWC will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

### Areas that will be examined may include:

- Management and administrative procedures;
- Grant folder maintenance;
- Accounting system;
- Program for obsolescence;
- Status of expenditures;
- Status of planning, design and engineering activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NEPA/Section 7/EHP compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Americans with Disabilities Act (ADA Status);
- Procurement Policy
- Procurement documents
- Subcontractor agreements if applicable

FWC may request additional monitoring/information if the activity, or lack thereof, generates questions from the FL TIG, or FWC leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring as determined by FWC. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FWC determines that a Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective Recipient will be notified by the program office via email. Information will include the Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Recipient level. Issues that require further TA will be assisted by FWC grant program staff. Examples of TA include but are not limited to:

- Eligibility of items or services
- Coordination and partnership with other agencies
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by FWC or designated personnel. On-Site Monitoring visits will be scheduled in advance with the Recipient agency Point of Contact (POC) designated in the funding agreement.

FWC will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

#### On-Site Monitoring Protocol:

On-Site Monitoring Visits will begin with those Recipients that are currently spending or have completed spending for that federal fiscal year (FFY) or state fiscal year (SFY), as applicable. Site visits may be combined when geographically convenient. There is a financial/programmatic on-site monitoring checklist to assist in the completion of all required tasks.

#### Site Visit Preparation:

A letter will be sent to the Recipient agency POC outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the Recipient in writing (email is acceptable) and documented in the Recipient folder.

The physical location of the project if located at an alternate site should be confirmed with a representative from that location and the address should be documented in the Recipient folder before the site visit.

#### On-Site Monitoring Visit:

Once FWC personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FWC intends to examine will be identified. All objectives of the site visit will be explained at this time.

FWC personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of the project site will be conducted.

All project deliverables selected for review should be visually inspected whenever possible. Acknowledgement of project funding should be placed in a prominent location in accordance with applicable agreement provisions. Photographs should be taken of the project site, signage and any other relevant activity.

If a project deliverable is not available at the time of the site visit, the appropriate documentation must be provided to account for the project progress.

Other programmatic issues can be discussed at this time such as missing quarterly project progress reports, payment/voucher /reimbursement, etc.

**Post Monitoring Visit:**

FWC personnel will review the on-site monitoring documents and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the Recipient explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Recipient. The Recipient will correct all deficiencies or submit a Corrective Action Plan within forty-five (45) calendar days of the monitoring letter date. Noncompliance on behalf of Recipients is resolved by FWC management under the terms of the Recipient Agreement.

The On-Site Monitoring report and all backup documentation will then be included in the Recipient's file.

### COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved contract budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the contract.

FWC is required to maintain the detailed supporting documentation in support of each request for cost reimbursement and to make it available for audit purposes. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. FWC may require more detailed documentation as deemed appropriate to satisfy that the terms of the contract have been met.

Listed below are types and examples of supporting documentation:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

For cost reimbursement contracts with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

AGREEMENT# 21130

**Quarterly Financial History, Performance, & Status Report (Form 1A and Form 1B):**

The reporting requirements noted in this section are designed to provide the state with sufficient information to monitor grant implementation and goal achievement. To support effective monitoring of the grant, progress reports must be:

1. Completed on a quarterly basis. In order to be considered in compliance with the terms of the Agreement, the required reports must be submitted no later than **15** days after the end of each Quarterly Reporting period.
2. These reports are to include, but not be limited to, the work that has been completed, the work in progress and the timeline of the work left to be completed. If any delays from the original timeline have occurred, specify the reason and revise the completion timeline. Note if ahead of schedule or unexpected cost savings.
3. If expenditures do not occur during the Quarter being reported, a Quarterly Report should still be submitted along with a complete explanation on Forms **1A** and **1B**. Not submitting Quarterly Reports can result in a delay of receiving funds. No funds will be dispersed until all Quarterly Reports are current.

**FORM 1A**

**Completing the Quarterly Report**

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone number. Fill in the Agreement number and select the appropriate reporting period and year being reported on using the drop box menu below agreement number.
2. number.

**Financial History**

For each applicable category identify the amount allocated, quarterly funds expended, and total funds expended to date. All shaded cells will auto-populate.

- **Amount Allocated:** Should be aligned with your current budget. Requests for a revised budget shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Quarterly Funds Expended:** Should reflect total funds **expended during the period** for which you are reporting.
- **Total Funds Expended:** Should reflect the entire amount of funds **expended up to the last day** of the reporting period.
- **Expenditure(s) Completion Percent:** Will auto-populate and reflect the percent of funds expended based on Amount Allocated and Total Funds Expended.
- **Remaining Balance:** Will auto-populate and reflect the remaining balance based on Amount Allocated and Total Funds Expended.

**Performance Tracking**

For the Performance Tracking section of the reporting form, each Project budgeted on this Agreement should be reported separately to reflect the current status.

- **Project Title:** Identify each project title, (i.e. Moore Haven Marina Seawall, Old Ferry Dock Boat Ramp, etc.)
- **Category:** Select the category associated with the project from the drop-box menu. If the project is associated with multiple categories list the project multiple times on the Project Title section and report accordingly. (i.e. Administration, Contracted Services, Permitting & Inspection Fees).
- **Start Date:** This date should identify the actual start date of the project, if the project has not started list the projected start date.
- **Projected End Date:** List the anticipated end date of the project and/or actual end date of the project.
- **Percentage Completed:** Identify progress made by utilizing percentages, showing how far or near the project is to completion. (0% to 100% scale). For non-construction projects this may be estimated, and for construction projects refer to AIA G-702 form.
- **Funds Allocated (Budget):** Funds allocated should reflect the amount of funds allocated for each project category and should be in agreement with your current budget. If not, submit a request for a revised budget. Requests shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Project Status:** Select the appropriate status of the project from the drop-box menu. If Delays, Issues, or Cancellations are selected, please expand on it in the narrative portion of the reporting form.
- **Cumulative Amount Previously Submitted for Reimbursement** Should reflect the total amount of all claims that have been submitted for reimbursement to date. **Total Received** Should reflect the total amount of funds received to date.

**\*\*\*Both Grant Manager and Financial Officer should verify and sign off on this section.\*\*\***

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**FORM 1B**

**Project Status for Reporting Quarter**

Provide a detailed narrative status update for all projects.

**Timeline of Events for Reporting Quarter**

List project activities and milestones (i.e. P.O., Contract Executed, etc.) by date, followed by a brief description of the milestone. Also include whether the project will be completed on schedule. If not, indicate the timeframe for completion, reason for the delay and the effect of these challenges on the remaining schedule for achieving the other objectives of the project.

**Other**

List any additional project information.

**Technical Assistance**

If technical assistance is needed, please indicate the type of technical assistance required.

**Recipient/Subrecipient POC needs to sign certifying that the information provided within the quarterly report is true and the cost(s) are valid cost(s) incurred in accordance with the Project Agreement.**

**FORM 2**

**Completing Reimbursement Request FORM 2**

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone Number.
2. Fill in the Agreement number and reimbursement information.

- **Agreement Amount:** Should reflect the amount of the actual Agreement.
- **Submission Date:** Date reimbursement request is sent to State Administrative Agency for processing.
- **Payment #:** Should be the numeric value representing the reimbursement submission in sequential order. (i.e. 1,2,3....etc.)
- **Payment Amount:** Should reflect the total amount being requested for reimbursement.
- **Funds Expended During the Period:** This should reflect the timeframe funds were expended for the purchase and/or service.
- **Category Table:** This should reflect the amount claimed against each category.
- **Total Expenditures:** Should auto-populate and reflect the amount being claimed.

**FORM 3**

**Detail Of Claims**

1. Fill in your Agency/Organization Name and Agreement number.

Complete this form separately for each category claimed. Select the appropriate category and itemize all costs within that category that are applicable

2. to the reimbursement request.

- **Vendor:** Indicate the vendor used for purchase/service.
- **Date Paid:** Date should indicate the date the payment was made for the purchase and/or service.
- **Check #:** Indicate check number or payment form if check was not utilized. (i.e. ETF for electronic funds transfer)
- **Description:** Brief description of purchase/service provided.
- **Amount:** This should only indicate the amount claiming for reimbursement. If the amount claiming is less than the invoice or check, indicate indicate that on description section or notate on backup document.

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**FORM 4**

**Instructions for Completing the Time and Effort Reporting (if applicable)**

- According to Federal cost principals employees/contract employees who are paid in full or partially from federal sources must document their time in the form of personnel activity reports (Time and Effort Reports).
- All subrecipient Agreements that contain Administration cost are required to submit a Time and Attendance Report as part of their reimbursement packet. This includes when Administration/Contract Management are claimed as In-Kind Cost Share (Match).
- The Time and Effort Report must account for all activity in which the employee/contract employee is being compensated and not merely the activity being requested for reimbursement to a specific Funding Agreement.
- The report should reflect an after-the-fact distribution of time associated with each activity/project by the employee/contractor.
- Subrecipients must use the attached Time and Effort Reporting to account for an employee/contractor actual time by activity/project and must account for 100% of the time the individual is being compensated from the grant.
- Charges for sick time, vacation, holiday and all costs associated with fringe benefits or employee related expenses shall be allocated at proper percentages. A Recipient/Subrecipient may not charge more hours to a Funding Agreement for such expenses than that Recipient/Subrecipient is charged for the employee/contract employee compensation. As an example, if a Time and Effort Report shows that he or she spent 8 hours of his or her time on boating access project activity, no more than the corresponding percentage (activity time divided by contracted hours) of his or her fringe benefit charges may be applied to that Funding Agreement. If that employee/contract employee is paid from multiple boating access projects, fringe benefit charges may only be applied to each individual project Funding Agreement at the percentage that the employee/contract employee's time is charged to each individual project Funding Agreement.
- Subrecipients are responsible for the proper allocation to Administration charges as they relate to personnel costs. Grant guidance should be used as a resource to determine the differences and allowability. Supervisors signing the Time and Effort Report are attesting that the report and distribution of time meets the requirements as stated in grant guidance, and your Funding Agreement.

**FORM 5**

**Instructions for Completing the Certification of Completion Statement**

- Indicate the grant program from which funding was received.
- Enter FWC Agreement number if not already populated.
- Print your name and title and the entity name which is reflected on the funding agreement.
- Sign and date form. Within thirty (30) days of completion of the project, submit Form 5 to the FWC grant manager **with photos** documenting the project to include all deliverables which received funding from the grant. FWC will complete the rest of the form.

**FORM 6**

**Completing the Final Project Closeout Report**

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**Date Expenditure(s) Payment Received**

Indicate the date(s) that your payment(s) from the State for your reimbursement request(s) was/were received by your organization and the amount of the payment.

- **Was income earned on the project during the Period of Performance?:** Program income is gross income earned by a Recipient/Subrecipient that is directly generated by a grant-supported activity, or earned as a result of the grant, during the grant period. Was incomes earned as defined? If yes, include a check for the income with the close-out report.
- **Were Funds Expended in accordance with Agreement terms?:** All expenditures should be in accordance with applicable policies and procedures: Federal, State, and Local level, including agreement terms. If any costs were reimbursed but determined later to be ineligible for funding, refund of funds is required within thirty (3) calendar days of completion of the project.
- **All Quarterly reports submitted up to current reporting period:** Quarterly reports must be submitted from the period in which the Agreement was executed up to the period in which the close-out is approved. If close-out approval process is extended into an additional quarter due to corrections needed by the Recipient/Sub-Recipient, the Recipient/Sub-Recipient must submit a report for that additional period.

**Program Income, Refund And/or Final Interest Check**

Any funds owed to the FWC must be returned within thirty (30) calendar days of project completion. Please contact your grant manager if you owe the FWC funds for any reason.

**Grant Manager and Financial Officer needs to sign certifying that the information provided within the close-out is true and the cost(s) are valid cost(s) incurred in accordance with the Agreement.**

**FORM 7**

**Post Award Use & Access Annual Report**

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

**FORM 8**

**Subcontractor List**

- Fill in the names of any companies which are intended to be selected to implement work under this Agreement. Submit list to Grant Manager prior to entering into a contract so that applicable review and verification may be completed. Include the DUNS (Dun & Bradstreet) or Unique Identifier for each company.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
FINANCIAL HISTORY & PERFORMANCE TRACKING  
ATTACHMENT E - FORM 1A**

**Recipient/Subrecipient**

**AGREEMENT#** 21130

**QUARTERLY REPORTING DUE DATES**

*(Drop box list below select the quarter of activity being reported along with year)*

**Period:**

**Financial History Report**

For directions click link

[Instructions](#)

Shaded cells are calculated for you. You do not need to enter anything into them.

Category	Total Allocated	Quarterly Funds Expended	Total Funds Expended	Expenditure(s) Percent	Remaining Balance
Administration Costs (max 5% of total)				#DIV/0!	\$ -
Contracted Services				#DIV/0!	\$ -
Permitting & Project Inspection Fees				#DIV/0!	\$ -
Site Preparation				#DIV/0!	\$ -
Demolition & Removal				#DIV/0!	\$ -
Construction				#DIV/0!	\$ -
Equipment (Rental or In-Kind Use)				#DIV/0!	\$ -
Contingency Costs				#DIV/0!	\$ -
Other Costs				#DIV/0!	\$ -
Pre-Award Costs				#DIV/0!	\$ -
<b>Total Expenditures</b>					<b>\$ -</b>

**Performance Tracking**

Project Title	Category	Start Date	Projected End Date	Percentage Completed	Funds Allocated (Budget)	Project Status
<b>TOTAL (or Average Percentage)</b>				<b>#DIV/0!</b>	<b>\$ -</b>	

Cumulative Amount Previously Submitted for Reimbursement \_\_\_\_\_

Total Received \_\_\_\_\_

**I hereby certify that the above cost are true and valid cost incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_

**Grant Manager**

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

**I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_

**Financial Officer**

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

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**FWC BOATING ACCESS GRANTS  
Quarterly Status Report  
ATTACHMENT E - FORM 1B**

**Recipient/Subrecipient**

**AGREEMENT#** 21130

**INSTRUCTIONS**

**For instructions on completing**

*click the HELP button*

**PROJECT STATUS** (Provide a status for each Category with an allocation. i.e. Permitting, Demolition, Construction, etc.)

**TIMELINE OF EVENTS FOR REPORTING PERIOD**

**OTHER** (Optional) - Can report internal expenditures not yet claimed and/or any projected balance, project delays and reason (i.e. cost savings, permits, etc.).

**TECHNICAL ASSISTANCE**

Is technical assistance needed: \_\_\_\_\_ If "yes", are you requesting, onsite visit or phone call \_\_\_\_\_

**I hereby certify that the above information provided are true and the cost(s) are valid cost(s) incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_

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

**Grant Manager**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

STATE OF FLORIDA  
 FWC BOATING ACCESS GRANTS  
 REIMBURSEMENT REQUEST  
 ATTACHMENT E - FORM 2

Recipient/Subrecipient \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

AGREEMENT# 21130

Agreement Amount	
Submission Date	
Reimbursement #	
Requested Amount	

**COSTS INCURRED DURING THE PERIOD OF:** \_\_\_\_\_ **THROUGH** \_\_\_\_\_

Shaded cells are calculated for you. You do not need to enter anything into shaded cells.

**THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM**

	Total Cost	Match/Cost Share	Other	Grant Cost (FBIP/BIGP/SFR)
Administration Costs (max 5% of total)				
Contracted Services				
Permitting & Project Inspection Fees				
Site Preparation				
Demolition & Removal				
Construction				
Equipment (Rental or In-Kind Use)				
Contingency Costs				
Other Costs				
Pre-Award Costs				
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -
<b>Percentage</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**TO BE COMPLETED BY FWC STAFF**

AGREEMENT AMOUNT	
PREVIOUS PAYMENT(S)	#VALUE!
THIS PAYMENT	
REMAINING BALANCE	#VALUE!

TOTAL AMOUNT TO BE PAID ON THIS INVOICE
_____

DATE SUBMITTED TO FWC \_\_\_\_\_



**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
TIME AND EFFORT  
ATTACHMENT E - FORM 4**

This form is required to accompany reimbursement claims for **salaries credited as match/cost share** to the grant.

Employee Name: \_\_\_\_\_ Agreement: 21130  
 Pay Period: \_\_\_\_\_ TO \_\_\_\_\_ Indicate Contracted Hours for Pay Period \_\_\_\_\_

		Week 1								Week 2								Grand Total	
	Hours Type	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1	Administration Costs (max 5% of total)								0									0	0
2	Vacation								0									0	0
3	Sick Time								0									0	0
4									0									0	0
5									0									0	0
6									0									0	0
7									0									0	0
8									0									0	0
9									0									0	0
10									0									0	0
11									0									0	0
12									0									0	0
13									0									0	0
14									0									0	0
<b>Daily Totals</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Week One Total</b>									<b>0</b>	<b>Week Two Total</b>								<b>0</b>	<b>0</b>

I hereby certify that the above allocation of my time is accurate for the time period in which this report covers.	I hereby certify that to the best of my knowledge and belief, the reported time allocation entered in this report is accurate and in accordance with Local, State, and Federal Regulations and Guidance as applicable pertaining to reimbursement on Boating Access Grants.
Employee Signature: _____ Date: _____	Supervisor Signature: _____ Date: _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
ATTACHMENT E - FORM 5**

**CERTIFICATION OF COMPLETION STATEMENT**

**Grant Program:** \_\_\_\_\_ **FWC Agreement #** 21130  
\_\_\_\_\_ Boating Infrastructure Grant Program (BIGP)  
\_\_\_\_\_ Florida Boating Improvement Program (FBIP)  
\_\_\_\_\_ Sportfish Restoration Program (SFR)  
X \_\_\_\_\_ Natural Resource Damage Assessment - *Deepwater Horizon* Oil Spill (NRDA-DWH)

I, \_\_\_\_\_  
(Print or Type Name and Title)

representing \_\_\_\_\_  
(Name of Recipient Agency/Entity)

do hereby certify that the project funded by FWC Agreement # 21130 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

\_\_\_\_\_  
(Signature) (Date)

**WARNING:** "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

**CERTIFICATION BY COMMISSION**

I certify: That to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

\_\_\_\_\_  
(Division)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Print or Type Name and Title)

Inspected: \_\_\_\_\_ Yes \_\_\_\_\_ No or N/A \_\_\_\_\_ Engineer Reviewed

\_\_\_\_\_  
(Name of Inspector/Engineer) (Date of Inspection)

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
PROJECT CLOSE-OUT REPORT  
ATTACHMENT E - FORM 6**

This form should be completed and submitted to the Commission no later than **thirty (30) days** after completion of projects or the termination date of the Agreement, whichever occurs first.

0  
RECIPIENT / SUBRECIPIENT

21130  
AGREEMENT #

0  
ADDRESS

\$ \_\_\_\_\_  
AGREEMENT AMOUNT

0  
CITY AND STATE

AGREEMENT PERIOD OF PERFORMANCE

(1) COST CATEGORIES	(2) TOTAL EXPENDITURES
Administration Costs (max 5% of total)	
Contracted Services	
Permitting & Project Inspection Fees	
Site Preparation	
Demolition & Removal	
Construction	
Equipment (Rental or In-Kind Use)	
Contingency Costs	
Other Costs	
Pre-Award Costs	
Total	\$ _____ -

(3) DATE*	(4) DATE EXPENDITURE(S) PAYMENT RECEIVED AMOUNT
Total	\$ _____ -

**Please Indicate Amounts For The Following:**

Agreement Amount	\$ _____ -
Total Expenditures	\$ _____ -
Deobligated Funds	\$ _____ -

Was income earned on the project during the POP? Y/N \_\_\_\_\_

Were funds expended in accordance with agreement terms? Y/N \_\_\_\_\_

All quarterly reports submitted up to current reporting period? Y/N \_\_\_\_\_

Certification of Completion & photos submitted? Y/N \_\_\_\_\_

**REFUND AND/OR PROGRAM INTEREST CHECK**

Refund and/or final program income check is due no later than thirty (30) days after the completion of the project.

Date Form 5 signed by Recipient: 01/00/00

**Make check payable to :** **Florida Fish & Wildlife Conservation Commission**  
Grants & Revenue Section  
Florida Fish & Wildlife Conservation Commission  
620 S. Meridian Street  
Tallahassee, FL 32399

Is documented match/cost share sufficient? Y/N \_\_\_\_\_

I hereby certify that the above cost(s) are true and valid cost(s) incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
POST AWARD USE & ACCESS ANNUAL REPORT  
ATTACHMENT E - FORM 7**

**Recipient:** 0 **FWC AGREEMENT #** 21130

**Project Title:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Agreement End Date:** \_\_\_\_\_

**Useful Life End Date:** \_\_\_\_\_

Reporting period is the July 1-June 30 state fiscal year.

Provide a description of the condition of any facilities funded with Program funds including any major repairs to the facilities.

Indicate the amount of revenue collected from any permits or fees for the use of the facilities.

\$ \_\_\_\_\_

Is this amount Actual or Estimated?

If there is any anticipated permit or fee increase/decrease, please provide the current and proposed amounts, and the reason for the change.

Estimate the number of annual users of the facilities.

The FWC Funding Agreement Scopes of Work stipulate in Section 15, SPECIAL PROVISIONS FOR CONSTRUCTION PROJECTS that the Commission will ensure funds collected are not reallocated or diverted to any non-boating access related purpose.

I hereby certify that the above report is true and correct to the best of my knowledge as of this date in accordance with the project Agreement, and that the fees generated from use of the grant funded project(s) were expended for the operation and maintenance of the project in this Agreement.

Signed: \_\_\_\_\_

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

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

Submitted by: \_\_\_\_\_

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

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
SUBCONTRACTOR LIST  
ATTACHMENT E - FORM 8**

AGREEMENT# 21130

In accordance with FWC Funding Agreement Section 14, SUBCONTRACTS, "The (Recipient/Subrecipient) must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the (Recipient/Subrecipient) reserves the right to reject any subcontractor."

In accordance with FWC Funding Agreement Section 15, MANDATORY DISCLOSURES, the Commission may verify the entities listed below against the convicted, suspended or discriminatory complaints vendor list.

If applicable, in accordance with FWC Funding Agreement Section 24, FEDERAL FUNDS, the Commission may verify the entities listed below are not Debarred, Suspended, Ineligible or Voluntarily Excluded from participation in this transaction. The Commission may request documents to support adherence to E-Verify or any other applicable federal requirement of this Agreement.

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Identifier

\_\_\_\_\_  
DUNS/Unique Identifier

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

**NOTICE OF GRANT AGREEMENT / SITE DEDICATION**

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the *Deepwater Horizon* Oil Spill Natural Resource Damage Assessment. The Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

**DEDICATOR**

\_\_\_\_\_  
Original signature

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, who is personally known to me or who  
produced \_\_\_\_\_ as identification.

Stamp:

\_\_\_\_\_  
Notary Public, State of Florida

**RESOLUTION  
NO. 2022-007**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. SPECIALGRANTS FUND**

As Reads	Federal Grants	2,140,408
To:		
Reads	Federal Grants	2,283,408
As Reads	Capital Outlay	744,808
To:		
Reads	Capital Outlay	887,808

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**JANUARY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - BAARS PARK AND SANDERS BEACH KAYAK FISHING TRAIL GRANT- RES NO. 2022-007**

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FUND	AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>		
Estimated Revenues		
Federal Grants	143,000	Increase appropriation for Federal Grants
Total Revenues	<u>143,000</u>	
Appropriations		
Capital Outlay	143,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>143,000</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2022-007

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-007 - STATE OF FLORIDA - FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION GRANT AGREEMENT NO. 21130 - BAARS PARK AND SANDERS BEACH KAYAK FISHING TRAIL ACCESS UPGRADES PROJECT

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2022-007

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola was successful in receiving State of Florida Fish and Wildlife Conservation Commission (FWC) grant funds to enhance/increase public access to Pensacola waterways for kayak fishing and paddling, by establishing a designated kayak fishing and paddling trail starting at Baars Park and ending at Sanders Beach. Kayak fishing is the fastest growing segment of the U.S. sportfishing market due to increasing fuel costs, expense compared to other watercraft, minimal environmental impacts and growing appreciation for an active outdoor lifestyle.

FWC has allocated \$143,000 in current fiscal year (FY2022) for the planning, engineering and design services, and permitting phase.

FWC plans to allocate \$945,120 for construction and an additional \$233,755 for construction contingency in next fiscal year (FY2023) in which the City anticipates entering into a construction phase agreement with FWCC once those funds become available next fiscal year.

**PRIOR ACTION:**

None

**FUNDING:**

Budget:	\$ 143,000	FWC Blueway Trail Grant
	945,120	Future Anticipated FWC Grant
	<u>233,755</u>	Future Anticipated FWC Grant
	<u>\$1,321,875</u>	

Actual:	\$ 143,000	Planning, Engineering, Design & Permitting
	945,120	Estimated Construction Costs
	<u>233,755</u>	Estimated Contingency Costs
	<u>\$1,321,875</u>	

**FINANCIAL IMPACT:**

Adoption of a supplement budget resolution will appropriate the grant funds.

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

1/3/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator-Community Development  
Brian Cooper, Parks and Recreation Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2022-007
- 2) Supplemental Budget Explanation No. 2022-007

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-007**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. SPECIALGRANTS FUND**

As Reads	Federal Grants	2,140,408
To:		
Reads	Federal Grants	2,283,408
As Reads	Capital Outlay	744,808
To:		
Reads	Capital Outlay	887,808

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**JANUARY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - BAARS PARK AND SANDERS BEACH KAYAK FISHING TRAIL GRANT- RES NO. 2022-007**

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FUND	AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>		
Estimated Revenues		
Federal Grants	143,000	Increase appropriation for Federal Grants
Total Revenues	<u>143,000</u>	
Appropriations		
Capital Outlay	143,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>143,000</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00019

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PUBLIC WORKS AND FACILITIES - STATE OF FLORIDA - FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) GRANT AGREEMENT NO. 21129 PENSACOLA MARITIME PARK PUBLIC FISHING MARINA

**RECOMMENDATION:**

That City Council approve the acceptance of the Florida Fish and Wildlife Conservation Commission Grant Agreement No. 21129 in an amount not to exceed \$3,038,895.00. Further, that City Council authorize the Mayor to take all actions necessary relating to the acceptance and finalization of the grant. Finally, that City Council adopt a Supplemental Budget Resolution to appropriate the grant funds.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

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

The primary purpose of this project is to support public and charity fishing tournaments by constructing a 48-slip day use public marina. When not in use in support of fishing events, the marina would be available to the public for day use vessels only as permitted by the U.S. Army Corps of Engineers. The marina is fully designed and meets all applicable federal, state and local laws, including ADA. The project will include ADA accessible access to the marina as well as two kayak launches with 1 being ADA accessible. Attached herein is the day use marina 100% plans for reference.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$ 133,330.00      CRA Bond Funds

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3,038,895.00 FWC Grant  
\$3,172,225.00

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

**FINANCIAL IMPACT:**

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

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

1/6/2022

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Pensacola Maritime Park - Grant Agreement
- 2) Attachment A - Scope of Work Pensacola Maritime Park
- 3) Attachment B - Requirements of the Federal and Florida Single Audit Act
- 4) Attachment C - Monitoring Guidelines
- 5) Attachment D - Cost Reimbursement Requirements
- 6) Attachment E - Boating Access Performance Tracking and Reporting Forms
- 7) Attachment F - Notice of Grant Agreement (Site Dedication Form)
- 8) Supplemental Budget Resolution
- 9) Supplemental Budget Explanation
- 10)CMP Day Dock Marina Construction Plan Set

**PRESENTATION:** No

**STATE OF FLORIDA  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

**AGREEMENT NO. 21129**

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

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

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

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

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

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

**1. PROJECT DESCRIPTION.**

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

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

## 2. PERFORMANCE.

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

## 3. AGREEMENT PERIOD.

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

## 4. COMPENSATION AND PAYMENTS.

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

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

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

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

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

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

**5. RETURN OR RECOUPMENT OF FUNDS.**

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

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

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

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

## 7. MONITORING.

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

## 8. TERMINATION.

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

## 9. REMEDIES.

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

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

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

**10. NOTICES AND CORRESPONDENCE.**

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

**FOR THE COMMISSION:**

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

**FOR THE GRANTEE:**

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

**11. AMENDMENT.**

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

**12. PROPERTY RIGHTS.**

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

- A. Intellectual and Other Intangible Property.**

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

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

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

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

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

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

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

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

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

**13. RELATIONSHIP OF THE PARTIES.**

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

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

#### 14. SUBCONTRACTS.

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

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

#### 15. MANDATORY DISCLOSURE.

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

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

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

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

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

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

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

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

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

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

**16. INSURANCE.**

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

**17. SPONSORSHIP.**

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

**18. PUBLIC RECORDS.**

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

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

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

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

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

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

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

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

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

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

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

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

## 23. FEDERAL COMPLIANCE.

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

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

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

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

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

hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

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

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

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

**25. CONTRACT-RELATED PROCUREMENT.**

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

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

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

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

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

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

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

**26. PROFESSIONAL SERVICES.**

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

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

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

**27. INDEMNIFICATION.**

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

**28. NON-DISCRIMINATION.**

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

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

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

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

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

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

**31. JURY TRIAL WAIVER.**

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

**32. PROHIBITION OF UNAUTHORIZED ALIENS.**

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

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

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

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

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

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

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

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

**36. ENTIRE AGREEMENT.**

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

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

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

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

City of Pensacola

Florida Fish and Wildlife Conservation Commission

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

Approved as to form and legality:

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

Attachments in this Agreement include the following:

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

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Pensacola Community Maritime Park Public Fishing Marina	<b>FWC Contract No.</b>	21129
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### 1. PROJECT DESCRIPTION

- A. Purpose and Background:** Currently in the City of Pensacola, Florida, (Grantee) all public fishing tournaments are located at private facilities/marinas such as the Pensacola Yacht Club and Grande Lagoon Yacht Club. The primary purpose of the project is to support public and charity (e.g., fundraising) fishing tournaments by constructing a public marina. When not in use in support of fishing events, the marina would be available to the public for day-use vessels only as permitted by the U.S. Army Corps of Engineers.
- B. Project Benefits:** This project will enhance/increase opportunities for the public to safely access natural resources by increasing recreational fishing in Pensacola Bay and the Gulf of Mexico, thereby helping to compensate for interim losses to recreational use by the *Deepwater Horizon* oil spill.
- C. Type of Agreement:** This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements attached hereto and made a part hereof as Attachment D. Requirements are outlined the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.
- D. Term of Agreement:** The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect through June 30, 2024. Grantee shall complete the tasks and provide the deliverables described in this Scope of Work by June 30, 2024.

### 2. PROJECT DELIVERABLES

**A. Deliverable 1:** Construction

**Deliverable 1 Tasks:**

The Grantee will construct a public marina for fishing events and day-use vessels, as described in the Florida Trustee Implementation Group's Final Restoration Plan 2 and Environmental Assessment: Habitat Projects on Federally Managed Lands; Sea Turtles; Marine Mammals; Birds; and Provide and Enhance Recreational Opportunities:

- Construct a designed and permitted 48-vessel slip public fishing marina with access docks measuring 30 feet long by 3 feet wide, with three floating piers (281 feet, 184 feet, and 119 feet long; all 8 feet wide), and a floating kayak launch (construction is to be performed in accordance with ACOE permit #SAJ-2007-04728-SP-EPS);
- Provide educational information (e.g., markers, kiosks at dock) focusing on habitat conservation through pollution reduction, Pensacola's maritime history, and invasive species education.
- Install monofilament recycling bins at the marina (see <https://mrrp.myfwc.com/> for further guidance)

**Compensation:** Total payment for this deliverable will not exceed \$3,038,895.

**Minimum Performance:** Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 – Performance.

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Pensacola Community Maritime Park Public Fishing Marina	<b>FWC Contract No.</b>	21129
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**Documentation:** Documentation includes an attestation of activities or services rendered and proof of payment. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

**3. FINANCIAL CONSEQUENCES**

- A.** Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.
- B.** In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.
- C.** Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement.
- D.** Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

**4. PERFORMANCE**

- A. Permit Requirements:** The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.
- B. Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission’s Grant Manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission’s Grant Manager, to retain in their own records.
- C. Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 –

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Pensacola Community Maritime Park Public Fishing Marina	<b>FWC Contract No.</b>	21129
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Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA wheelchair accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission’s determination based on this review will be final. Any lighting associated with this project will be implemented in accordance with applicable sea turtle lighting best practices (see <https://myfwc.com/wildlifehabitats/wildlife/sea-turtle/lighting/>).

**D. Construction:** If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.

All in-water work must adhere to the guidelines and conditions within the NMFS’s Sea Turtle and Smalltooth Sawfish Construction Conditions (2006), NMFS’s Measures for Reducing Entrapment Risk to Protected Species (2012), NMFS’s Vessel Strike Avoidance Measures and Reporting for Mariners (2008), and USFWS Standard Manatee Conditions for In-water Work (2011). These measures will minimize the potential for adverse effects to the West Indian manatee, Gulf sturgeon, and sea turtles.

Best Management Practices for erosion control are to be implemented at all times during upland construction to prevent siltation and turbid discharges into surface waters. Methods could include, but not limited to, staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and installation of turbidity screens around the immediate project site.

**E. Commencement of Work:** The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.

**F. Performance Criteria:** The Grantee shall complete the Project as described in this Scope of Work. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.

**G. Certificate of Completion:** Within thirty (30) calendar days following completion of all Project deliverables, the Grantee shall sign and submit to the Commission’s Grant Manager, a Certification of Completion Statement, attached hereto and made a part hereof as Attachment E, Form 5 which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion Statement, Attachment E, Form 5.

**H. Project Close-out Report:** In addition to the Certificate of Completion and before/after photos from fixed points for comparison, within thirty (30) calendar days the Grantee shall submit the Project Close-Out Report Form, attached hereto and made a part hereof as Attachment E, Form 6. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photocopy of the check must accompany the Close-Out Report, Form 6.

**I. Site Dedication:** For construction grants, but not for grants which involve only design, engineering, permitting, or for grants for the installation of waterway markers or other projects on sovereign

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Pensacola Community Maritime Park Public Fishing Marina	<b>FWC Contract No.</b>	21129
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submerged lands, the Grantee agrees to dedicate the project site as a boat access facility/marina for the use and benefit of the public as a condition of receiving funds under this Agreement. The Notice of Grant Agreement Form (Site Dedication) is attached hereto and made a part hereof as Attachment F. If required, the Grantee shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication, a copy of the recorded document shall be submitted to the Commission in addition to the Certificate of Completion, Attachment E, Form 5.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication AND Certificate of Completion. Following this initial site dedication, the project site shall remain a public boat access facility/marina for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Grantee (i.e., lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a public boat access facility/marina for the entirety of this site dedication period surviving the Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility/marina according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes, or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

- J. Acknowledgement:** Upon completion of the Project, and prior to the final reimbursement of funds, the Grantee, at its expense, shall purchase, erect, and maintain a permanent sign at the Project site, not less than three (3) feet by four (4) feet in size, displaying the text “**Funding for this project provided by the Florida Trustee Implementation Group as part of the Deepwater Horizon Oil Spill Natural Resource Damage Assessment process**”, and including the logos of the six Florida NRDA trustees. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to production. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Grantee shall, at its expense, replace it within ninety (90) days. Should the Grantee fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. Any other form of acknowledgement must be approved in writing by the Commission’s Grant Manager.

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Pensacola Community Maritime Park Public Fishing Marina	<b>FWC Contract No.</b>	21129
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**K. Educational Signs:** The Grantee shall purchase, erect, and maintain an educational sign at the project area to remind visitors of the potential presence of marine mammals and measures to protect these species while boating and fishing. Specifications regarding educational signage may be found on the Commission’s Website at <https://myfwc.com/wildlifehabitats/wildlife/manatee/education-for-marinas/>.

The Grantee shall also develop, erect, and maintain informational (e.g., navigational) and educational kiosks as described in the Florida Trustee Implementation Group Final Restoration Plan 2.

In addition, the Grantee shall reproduce and post at project site the following NOAA outreach signs: ‘Dolphin Friendly Fishing Tip’ sign and ‘Don’t Feed Wild Dolphin’ sign, which can be found at <https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>.

The Grantee shall adhere to any additional signage requirements as specified in any federal, state, county, or city permits.

The Grantee shall provide a draft copy of all educational signs/information for approval by the Commission prior to production.

**5. BUDGET**

**A. Project Budget:** For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$3,038,895. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission’s Grant Manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

Deliverable Number	Cost Item	Grant Funding Not To Exceed
1	<b>Implementation</b>	<b>\$2,507,145</b>
	Construction	\$2,507,145
	Non-construction	\$0
	Construction Oversight Operations and Maintenance	\$0
	Contingency	<b>\$531,750</b>
	<b>Total</b>	<b>\$3,038,895</b>

**B. Cost Share:** There are no cost share requirements for the Grantee under the terms of this Agreement.

**C. Pre-Award Costs:** No pre-award costs are authorized under the terms of this Agreement.

**6. COMPENSATION AND PAYMENT**

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Pensacola Community Maritime Park Public Fishing Marina	<b>FWC Contract No.</b>	21129
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- A. Fee Schedule:** This section is not applicable.
- B. Travel Expenses:** No travel expenses are authorized under the terms of this Agreement.
- C. Cost Reimbursement:** This is a cost reimbursement agreement. The total approved estimated project cost for the Project is \$3,038,895. The Commission agrees to reimburse the Grantee for an amount not to exceed \$3,038,895 or 100% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.
- D. Invoice Schedule and Payment:** Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project’s deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Grantee shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final payment shall be contingent upon the Commission’s Grant Manager receiving and accepting the:**

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**
- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement (Attachment F) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

- E. Forms and Documentation:** After receiving acceptance of deliverable completion from the Commission’s Grant Manager, the Grantee may submit a Reimbursement Request, Attachment E, Form 2.

Grantees shall submit a Detail of Claims, Attachment E, Form 3 for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission’s Agreement Number and the Grantee’s Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Pensacola Community Maritime Park Public Fishing Marina	<b>FWC Contract No.</b>	21129
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Payment Requirements for additional details on supporting documentation which is attached hereto and made a part hereof as Attachment D.

The Commission’s Grant Manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

**7. MONITORING SCHEDULE**

**A. Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee’s service delivery to determine if the Grantee has achieved the required level of performance. For additional information see Attachment C Monitoring Guidelines. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice within thirty (30) days. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

**B. Site Inspections:** The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission’s Grant Manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission’s Grant Manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

**C. Project Maintenance:** The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.

**D. Monthly Project Updates:** Starting the first month after the date the Agreement is executed, the Grantee shall submit to the Commission monthly project updates, on or before the last business day of each month. These updates shall only include activities associated with the project funding, and may be submitted to the Commission by email. The monthly updates will contain the following information for each project site(s):

Current month:

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Pensacola Community Maritime Park Public Fishing Marina	<b>FWC Contract No.</b>	21129
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- Activities that were completed;
- Activities that are ongoing;
- Activities that were started.

Following Month:

- Activities that will be completed;
- Activities that will be ongoing;
- Activities that will start.

**E. Quarterly Progress Reports:** Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment E, Form 1A & 1B. Progress reports are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission’s Grant Manager according to the following schedule:

**Reporting Period**

January through March  
April through June  
July through September  
October through December

**Report due by:**

April 15<sup>th</sup>  
July 15<sup>th</sup>  
October 15<sup>th</sup>  
January 15<sup>th</sup>

**8. INTELLECTUAL PROPERTY RIGHTS**

No additional requirements. Refer to Section 12 of the Agreement.

**9. SUBCONTRACTS**

Subcontractors shall be reported to the Commission’s Grant Manager on the Subcontractor List, Attachment E, Form 8 prior to commencing work. Grantees shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission’s Grant Manager. Refer to Section 14 of the Agreement.

**10. INSURANCE**

No additional requirements. Refer to Section 16 of the Agreement.

**11. SECURITY AND CONFIDENTIALITY**

No additional requirements. Refer to Section 20 of the Agreement.

**12. RECORD KEEPING REQUIREMENTS**

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Pensacola Community Maritime Park Public Fishing Marina	<b>FWC Contract No.</b>	21129
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Grantee, as documented by the date of the Closeout Letter issued by the FWC Grant Manager. Refer to Section 21 of the Agreement.

**13. NON-EXPENDABLE PROPERTY**

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

**14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY**

Refer to Section I, Site Dedication, above in Section 4, Performance.

**15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS**

- A. Fees:** The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.
  
- B. Drug-Free Workplace Requirement for Construction Contractors:** Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.
  
- C. Contractor Eligibility:** All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)

## AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Subrecipient may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Subrecipient will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

### MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter “OMB Uniform Guidance” and Section 215.97, F.S., as revised (see “AUDITS” below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

### AUDITS

**PART I: FEDERALLY FUNDED.** If this Agreement includes a Federal award, then the following provisions apply:

- A. This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.
- B. In the event that the Subrecipient expends **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Subrecipient conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. If the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than Federal entities).

- E. Such audits shall cover the entire Subrecipient's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.
- F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.
- G. If the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than Federal entities).

**PART II: STATE FUNDED.** If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- C. If the Subrecipient expends less than **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at:  
<https://apps.fldfs.com/fsaa/>.
- E. Subrecipient shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

### **PART III: REPORT SUBMISSION**

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
1. The Commission at the following address:  
**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**
  2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):  
**Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132**
  3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.
- B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting

package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

- C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Subrecipient directly to each of the following:

1. The Commission at the following address:

**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

- 2) The Auditor General's Office at the following address:

**Auditor General's Office  
G74 Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450**

- D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Subrecipients and sub-Subrecipients, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/sub-Subrecipient in correspondence accompanying the reporting package.

*- End of Attachment -*

**Exhibit 1  
FEDERAL AND STATE FUNDING DETAIL**

**FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

<b>Federal Program(s) Funds</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount</b>
	Total Federal Awards	

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

<b>Federal Program(s) Compliance Requirements</b>	
<b>CFDA #</b>	<b>Compliance Requirements</b>

**STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

<b>Matching Funds Provided by CFDA</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount of Matching Funds</b>
	Total Matching Funds Associated with Federal Programs	

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

<b>State Project(s)</b>		
<b>CSFA #</b>	<b>CSFA Title</b>	<b>Amount</b>
77.048	Deepwater Horizon Oil Spill / Florida Trustee Implementation Group's Final Restoration Plan 2 and Environmental Assessment: Habitat Projects on Federally Managed Lands; Sea Turtles; Marine Mammals; Birds; and Provide and Enhance Recreational Opportunities	\$3,038,895

State Project(s)		
	Total State Awards	\$3,038,895

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

State Project(s) Compliance Requirements	
CSFA #	Compliance Requirements
77.048	Project must comply with the Deepwater Horizon Oil Spill / Florida Trustee Implementation Group’s Final Restoration Plan 2 and Environmental Assessment: Habitat Projects on Federally Managed Lands; Sea Turtles; Marine Mammals; Birds; and Provide and Enhance Recreational Opportunities

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

*- End of EXHIBIT 1 -*

## Monitoring Guidelines

Florida has enhanced state and local capacity for public boating access through various funding sources including state and federal grant funds. The Florida Fish and Wildlife Conservation Commission (FWC) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Natural Resource Damage Assessment Florida Trustee Implementation Group (FL TIG) grant guidance and statutory regulations. The monitoring process is designed to assess a Grantee/Recipient or Sub-Recipient's (hereafter collectively referred to as Recipient) compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities – financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of project construction, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FWC and the applicant via e-mail and telephone or other electronic means. On-site monitoring are actual visits to the Recipient agencies by FWC representatives who examine records, procedures and projects.

### No Conflict of Interest:

Grant Managers shall complete the Agency 'No Conflict of Interest' form at the time they are assigned/assume responsibility for an agreement. If a conflict exists, the Grant Manager shall notify their immediate supervisor at the earliest opportunity. The supervisor is responsible to reassign the Agreement or coordinate with leadership and/or Legal to determine the appropriate resolution.

### Frequency of annual monitoring activity:

Each year the FWC will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

### Areas that will be examined may include:

- Management and administrative procedures;
- Grant folder maintenance;
- Accounting system;
- Program for obsolescence;
- Status of expenditures;
- Status of planning, design and engineering activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NEPA/Section 7/EHP compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Americans with Disabilities Act (ADA Status);
- Procurement Policy
- Procurement documents
- Subcontractor agreements if applicable

FWC may request additional monitoring/information if the activity, or lack thereof, generates questions from the FL TIG, or FWC leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring as determined by FWC. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FWC determines that a Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective Recipient will be notified by the program office via email. Information will include the Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Recipient level. Issues that require further TA will be assisted by FWC grant program staff. Examples of TA include but are not limited to:

- Eligibility of items or services
- Coordination and partnership with other agencies
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by FWC or designated personnel. On-Site Monitoring visits will be scheduled in advance with the Recipient agency Point of Contact (POC) designated in the funding agreement.

FWC will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

#### On-Site Monitoring Protocol:

On-Site Monitoring Visits will begin with those Recipients that are currently spending or have completed spending for that federal fiscal year (FFY) or state fiscal year (SFY), as applicable. Site visits may be combined when geographically convenient. There is a financial/programmatic on-site monitoring checklist to assist in the completion of all required tasks.

#### Site Visit Preparation:

A letter will be sent to the Recipient agency POC outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the Recipient in writing (email is acceptable) and documented in the Recipient folder.

The physical location of the project if located at an alternate site should be confirmed with a representative from that location and the address should be documented in the Recipient folder before the site visit.

#### On-Site Monitoring Visit:

Once FWC personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FWC intends to examine will be identified. All objectives of the site visit will be explained at this time.

FWC personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of the project site will be conducted.

All project deliverables selected for review should be visually inspected whenever possible. Acknowledgement of project funding should be placed in a prominent location in accordance with applicable agreement provisions. Photographs should be taken of the project site, signage and any other relevant activity.

If a project deliverable is not available at the time of the site visit, the appropriate documentation must be provided to account for the project progress.

Other programmatic issues can be discussed at this time such as missing quarterly project progress reports, payment/voucher /reimbursement, etc.

**Post Monitoring Visit:**

FWC personnel will review the on-site monitoring documents and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the Recipient explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Recipient. The Recipient will correct all deficiencies or submit a Corrective Action Plan within forty-five (45) calendar days of the monitoring letter date. Noncompliance on behalf of Recipients is resolved by FWC management under the terms of the Recipient Agreement.

The On-Site Monitoring report and all backup documentation will then be included in the Recipient's file.

**COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS**

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved contract budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the contract.

FWC is required to maintain the detailed supporting documentation in support of each request for cost reimbursement and to make it available for audit purposes. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. FWC may require more detailed documentation as deemed appropriate to satisfy that the terms of the contract have been met.

Listed below are types and examples of supporting documentation:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

For cost reimbursement contracts with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

AGREEMENT# 21129

**Quarterly Financial History, Performance, & Status Report (Form 1A and Form 1B):**

The reporting requirements noted in this section are designed to provide the state with sufficient information to monitor grant implementation and goal achievement. To support effective monitoring of the grant, progress reports must be:

1. Completed on a quarterly basis. In order to be considered in compliance with the terms of the Agreement, the required reports must be submitted no later than **15** days after the end of each Quarterly Reporting period.
2. These reports are to include, but not be limited to, the work that has been completed, the work in progress and the timeline of the work left to be completed. If any delays from the original timeline have occurred, specify the reason and revise the completion timeline. Note if ahead of schedule or unexpected cost savings.
3. If expenditures do not occur during the Quarter being reported, a Quarterly Report should still be submitted along with a complete explanation on Forms **1A** and **1B**. Not submitting Quarterly Reports can result in a delay of receiving funds. No funds will be dispersed until all Quarterly Reports are current.

**FORM 1A**

**Completing the Quarterly Report**

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone number. Fill in the Agreement number and select the appropriate reporting period and year being reported on using the drop box menu below agreement number.
2. number.

**Financial History**

For each applicable category identify the amount allocated, quarterly funds expended, and total funds expended to date. All shaded cells will auto-populate.

- **Amount Allocated:** Should be aligned with your current budget. Requests for a revised budget shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Quarterly Funds Expended:** Should reflect total funds **expended during the period** for which you are reporting.
- **Total Funds Expended:** Should reflect the entire amount of funds **expended up to the last day** of the reporting period.
- **Expenditure(s) Completion Percent:** Will auto-populate and reflect the percent of funds expended based on Amount Allocated and Total Funds Expended.
- **Remaining Balance:** Will auto-populate and reflect the remaining balance based on Amount Allocated and Total Funds Expended.

**Performance Tracking**

For the Performance Tracking section of the reporting form, each Project budgeted on this Agreement should be reported separately to reflect the current status.

- **Project Title:** Identify each project title, (i.e. Moore Haven Marina Seawall, Old Ferry Dock Boat Ramp, etc.)
- **Category:** Select the category associated with the project from the drop-box menu. If the project is associated with multiple categories list the project multiple times on the Project Title section and report accordingly. (i.e. Administration, Contracted Services, Permitting & Inspection Fees).
- **Start Date:** This date should identify the actual start date of the project, if the project has not started list the projected start date.
- **Projected End Date:** List the anticipated end date of the project and/or actual end date of the project.
- **Percentage Completed:** Identify progress made by utilizing percentages, showing how far or near the project is to completion. (0% to 100% scale). For non-construction projects this may be estimated, and for construction projects refer to AIA G-702 form.
- **Funds Allocated (Budget):** Funds allocated should reflect the amount of funds allocated for each project category and should be in agreement with your current budget. If not, submit a request for a revised budget. Requests shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Project Status:** Select the appropriate status of the project from the drop-box menu. If Delays, Issues, or Cancellations are selected, please expand on it in the narrative portion of the reporting form.
- **Cumulative Amount Previously Submitted for Reimbursement** Should reflect the total amount of all claims that have been submitted for reimbursement to date. **Total Received** Should reflect the total amount of funds received to date.

**\*\*\*Both Grant Manager and Financial Officer should verify and sign off on this section. \*\*\***

**ATTACHMENT E  
FWC BOATING ACCESS GRANTS  
GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**FORM 1B**

**Project Status for Reporting Quarter**

Provide a detailed narrative status update for all projects.

**Timeline of Events for Reporting Quarter**

List project activities and milestones (i.e. P.O., Contract Executed, etc.) by date, followed by a brief description of the milestone. Also include whether the project will be completed on schedule. If not, indicate the timeframe for completion, reason for the delay and the effect of these challenges on the remaining schedule for achieving the other objectives of the project.

**Other**

List any additional project information.

**Technical Assistance**

If technical assistance is needed, please indicate the type of technical assistance required.

**Recipient/Subrecipient POC needs to sign certifying that the information provided within the quarterly report is true and the cost(s) are valid cost(s) incurred in accordance with the Project Agreement.**

**FORM 2**

**Completing Reimbursement Request FORM 2**

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone Number.
2. Fill in the Agreement number and reimbursement information.

- **Agreement Amount:** Should reflect the amount of the actual Agreement.
- **Submission Date:** Date reimbursement request is sent to State Administrative Agency for processing.
- **Payment #:** Should be the numeric value representing the reimbursement submission in sequential order. (i.e. 1,2,3....etc.)
- **Payment Amount:** Should reflect the total amount being requested for reimbursement.
- **Funds Expended During the Period:** This should reflect the timeframe funds were expended for the purchase and/or service.
- **Category Table:** This should reflect the amount claimed against each category.
- **Total Expenditures:** Should auto-populate and reflect the amount being claimed.

**FORM 3**

**Detail Of Claims**

1. Fill in your Agency/Organization Name and Agreement number.

Complete this form separately for each category claimed. Select the appropriate category and itemize all costs within that category that are applicable to the reimbursement request.

- **Vendor:** Indicate the vendor used for purchase/service.
- **Date Paid:** Date should indicate the date the payment was made for the purchase and/or service.
- **Check #:** Indicate check number or payment form if check was not utilized. (i.e. ETF for electronic funds transfer)
- **Description:** Brief description of purchase/service provided.
- **Amount:** This should only indicate the amount claiming for reimbursement. If the amount claiming is less than the invoice or check, indicate that on description section or notate on backup document.

**ATTACHMENT E  
FWC BOATING ACCESS GRANTS  
GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**FORM 4**

**Instructions for Completing the Time and Effort Reporting (if applicable)**

- According to Federal cost principals employees/contract employees who are paid in full or partially from federal sources must document their time in the form of personnel activity reports (Time and Effort Reports).
- All subrecipient Agreements that contain Administration cost are required to submit a Time and Attendance Report as part of their reimbursement packet. This includes when Administration/Contract Management are claimed as In-Kind Cost Share (Match).
- The Time and Effort Report must account for all activity in which the employee/contract employee is being compensated and not merely the activity being requested for reimbursement to a specific Funding Agreement.
- The report should reflect an after-the-fact distribution of time associated with each activity/project by the employee/contractor.
- Subrecipients must use the attached Time and Effort Reporting to account for an employee/contractor actual time by activity/project and must account for 100% of the time the individual is being compensated from the grant.
- Charges for sick time, vacation, holiday and all costs associated with fringe benefits or employee related expenses shall be allocated at proper percentages. A Recipient/Subrecipient may not charge more hours to a Funding Agreement for such expenses than that Recipient/Subrecipient is charged for the employee/contract employee compensation. As an example, if a Time and Effort Report shows that he or she spent 8 hours of his or her time on boating access project activity, no more than the corresponding percentage (activity time divided by contracted hours) of his or her fringe benefit charges may be applied to that Funding Agreement. If that employee/contract employee is paid from multiple boating access projects, fringe benefit charges may only be applied to each individual project Funding Agreement at the percentage that the employee/contract employee's time is charged to each individual project Funding Agreement.
- Subrecipients are responsible for the proper allocation to Administration charges as they relate to personnel costs. Grant guidance should be used as a resource to determine the differences and allowability. Supervisors signing the Time and Effort Report are attesting that the report and distribution of time meets the requirements as stated in grant guidance, and your Funding Agreement.

**FORM 5**

**Instructions for Completing the Certification of Completion Statement**

- Indicate the grant program from which funding was received.
- Enter FWC Agreement number if not already populated.
- Print your name and title and the entity name which is reflected on the funding agreement.
- Sign and date form. Within thirty (30) days of completion of the project, submit Form 5 to the FWC grant manager **with photos** documenting the project to include all deliverables which received funding from the grant. FWC will complete the rest of the form.

**FORM 6**

**Completing the Final Project Closeout Report**

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**Date Expenditure(s) Payment Received**

Indicate the date(s) that your payment(s) from the State for your reimbursement request(s) was/were received by your organization and the amount of the payment.

- **Was income earned on the project during the Period of Performance?:** Program income is gross income earned by a Recipient/Subrecipient that is directly generated by a grant-supported activity, or earned as a result of the grant, during the grant period. Was incomes earned as defined? If yes, include a check for the income with the close-out report.
- **Were Funds Expended in accordance with Agreement terms?:** All expenditures should be in accordance with applicable policies and procedures: Federal, State, and Local level, including agreement terms. If any costs were reimbursed but determined later to be ineligible for funding, refund of funds is required within thirty (3) calendar days of completion of the project.
- **All Quarterly reports submitted up to current reporting period:** Quarterly reports must be submitted from the period in which the Agreement was executed up to the period in which the close-out is approved. If close-out approval process is extended into an additional quarter due to corrections needed by the Recipient/Sub-Recipient, the Recipient/Sub-Recipient must submit a report for that additional period.

**Program Income, Refund And/or Final Interest Check**

Any funds owed to the FWC must be returned within thirty (30) calendar days of project completion. Please contact your grant manager if you owe the FWC funds for any reason.

**Grant Manager and Financial Officer needs to sign certifying that the information provided within the close-out is true and the cost(s) are valid cost(s) incurred in accordance with the Agreement.**

**FORM 7**

**Post Award Use & Access Annual Report**

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

**FORM 8**

**Subcontractor List**

- Fill in the names of any companies which are intended to be selected to implement work under this Agreement. Submit list to Grant Manager prior to entering into a contract so that applicable review and verification may be completed. Include the DUNS (Dun & Bradstreet) or Unique Identifier for each company.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
FINANCIAL HISTORY & PERFORMANCE TRACKING  
ATTACHMENT E - FORM 1A**

**Recipient/Subrecipient**

**AGREEMENT#** 21129

**QUARTERLY REPORTING DUE DATES**

*(Drop box list below select the quarter of activity being reported along with year)*

**Period:** Select Period of Performance

**Financial History Report**

For directions click link [Instructions](#)

Shaded cells are calculated for you. You do not need to enter anything into them.

Category	Total Allocated	Quarterly Funds Expended	Total Funds Expended	Expenditure(s) Percent	Remaining Balance
Administration Costs (max 5% of total)				#DIV/0!	\$ -
Contracted Services				#DIV/0!	\$ -
Permitting & Project Inspection Fees				#DIV/0!	\$ -
Site Preparation				#DIV/0!	\$ -
Demolition & Removal				#DIV/0!	\$ -
Construction				#DIV/0!	\$ -
Equipment (Rental or In-Kind Use)				#DIV/0!	\$ -
Contingency Costs				#DIV/0!	\$ -
Other Costs				#DIV/0!	\$ -
Pre-Award Costs				#DIV/0!	\$ -
<b>Total Expenditures</b>					\$ -

**Performance Tracking**

Project Title	Category	Start Date	Projected End Date	Percentage Completed	Funds Allocated (Budget)	Project Status
<b>TOTAL (or Average Percentage)</b>				#DIV/0!	\$ -	

Cumulative Amount Previously Submitted for Reimbursement \_\_\_\_\_ Total Received \_\_\_\_\_

**I hereby certify that the above cost are true and valid cost incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Grant Manager

**I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**FWC BOATING ACCESS GRANTS**

**Quarterly Status Report  
ATTACHMENT E - FORM 1B**

**Recipient/Subrecipient**

**AGREEMENT#** 21129

**INSTRUCTIONS**

**For instructions on completing**

*click the HELP button*

**PROJECT STATUS** (Provide a status for each Category with an allocation. i.e. Permitting, Demolition, Construction, etc.)

**TIMELINE OF EVENTS FOR REPORTING PERIOD**

**OTHER** (Optional) - Can report internal expenditures not yet claimed and/or any projected balance, project delays and reason (i.e. cost savings, permits, etc.).

**TECHNICAL ASSISTANCE**

Is technical assistance needed: \_\_\_\_\_ If "yes", are you requesting, onsite visit or phone call \_\_\_\_\_

**I hereby certify that the above information provided are true and the cost(s) are valid cost(s) incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_

**Grant Manager**

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

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

STATE OF FLORIDA  
 FWC BOATING ACCESS GRANTS  
 REIMBURSEMENT REQUEST  
 ATTACHMENT E - FORM 2

**Recipient/Subrecipient**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**AGREEMENT#** 21129

Agreement Amount	
Submission Date	
Reimbursement #	
Requested Amount	

**COSTS INCURRED DURING THE PERIOD OF:** \_\_\_\_\_ **THROUGH** \_\_\_\_\_

Shaded cells are calculated for you. You do not need to enter anything into shaded cells.

**THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM**

	Total Cost	Match/Cost Share	Other	Grant Cost (FBIP/BIGP/SFR)
Administration Costs (max 5% of total)				
Contracted Services				
Permitting & Project Inspection Fees				
Site Preparation				
Demolition & Removal				
Construction				
Equipment (Rental or In-Kind Use)				
Contingency Costs				
Other Costs				
Pre-Award Costs				
<b>Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Percentage</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
**Grant Manager**

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
**Financial Officer**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**TO BE COMPLETED BY FWC STAFF**

<b>AGREEMENT AMOUNT</b>	_____
<b>PREVIOUS PAYMENT(S)</b>	<b>#VALUE!</b>
<b>THIS PAYMENT</b>	_____
<b>REMAINING BALANCE</b>	<b>#VALUE!</b>

<b>TOTAL AMOUNT TO BE PAID ON THIS INVOICE</b>
_____

**DATE SUBMITTED TO FWC** \_\_\_\_\_



**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
TIME AND EFFORT  
ATTACHMENT E - FORM 4**

This form is required to accompany reimbursement claims for **salaries credited as match/cost share** to the grant.

Employee Name: \_\_\_\_\_ Agreement: 21129

Pay Period: \_\_\_\_\_ TO \_\_\_\_\_ Indicate Contracted Hours for Pay Period \_\_\_\_\_

	Hours Type	Week 1							Week 2							Grand Total		
		S	S	M	T	W	T	F	Total	S	S	M	T	W	T		F	Total
1	Administration Costs (max 5% of total)								0								0	0
2	Vacation								0								0	0
3	Sick Time								0								0	0
4									0								0	0
5									0								0	0
6									0								0	0
7									0								0	0
8									0								0	0
9									0								0	0
10									0								0	0
11									0								0	0
12									0								0	0
13									0								0	0
14									0								0	0
<b>Daily Totals</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		<b>Week One Total</b>							<b>0</b>	<b>Week Two Total</b>							<b>0</b>	<b>0</b>
I hereby certify that the above allocation of my time is accurate for the time period in which this report covers.									I hereby certify that to the best of my knowledge and belief, the reported time allocation entered in this report is accurate and in accordance with Local, State, and Federal Regulations and Guidance as applicable pertaining to reimbursement on Boating Access Grants.									
Employee Signature: _____									Supervisor Signature: _____									
Date: _____									Date: _____									

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
ATTACHMENT E - FORM 5**

**CERTIFICATION OF COMPLETION STATEMENT**

**Grant Program:**

**FWC Agreement #** 21129

- Boating Infrastructure Grant Program (BIGP)
- Florida Boating Improvement Program (FBIP)
- Sportfish Restoration Program (SFR)
- Natural Resource Damage Assessment - *Deepwater Horizon* Oil Spill (NRDA-DWH)

I, \_\_\_\_\_  
(Print or Type Name and Title)

representing \_\_\_\_\_  
(Name of Recipient Agency/Entity)

do hereby certify that the project funded by FWC Agreement # 21129 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

**CERTIFICATION BY COMMISSION**

I certify: That to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

\_\_\_\_\_  
(Division)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print or Type Name and Title)

Inspected: \_\_\_\_\_ Yes \_\_\_\_\_ No or N/A \_\_\_\_\_ Engineer Reviewed

\_\_\_\_\_  
(Name of Inspector/Engineer)

\_\_\_\_\_  
(Date of Inspection)



**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
POST AWARD USE & ACCESS ANNUAL REPORT  
ATTACHMENT E - FORM 7**

**Recipient:** 0 **FWC AGREEMENT #** 21129

**Project Title:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Agreement End Date:** \_\_\_\_\_

**Useful Life End Date:** \_\_\_\_\_

Reporting period is the July 1-June 30 state fiscal year.

Provide a description of the condition of any facilities funded with Program funds including any major repairs to the facilities.

Indicate the amount of revenue collected from any permits or fees for the use of the facilities.

\$ \_\_\_\_\_

Is this amount Actual or Estimated?

If there is any anticipated permit or fee increase/decrease, please provide the current and proposed amounts, and the reason for the change.

Estimate the number of annual users of the facilities.

The FWC Funding Agreement Scopes of Work stipulate in Section 15, SPECIAL PROVISIONS FOR CONSTRUCTION PROJECTS that the Commission will ensure funds collected are not reallocated or diverted to any non-boating access related purpose.

I hereby certify that the above report is true and correct to the best of my knowledge as of this date in accordance with the project Agreement, and that the fees generated from use of the grant funded project(s) were expended for the operation and maintenance of the project in this Agreement.

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

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

Submitted by: \_\_\_\_\_

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

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
SUBCONTRACTOR LIST  
ATTACHMENT E - FORM 8**

AGREEMENT# 21129

In accordance with FWC Funding Agreement Section 14, SUBCONTRACTS, "The (Recipient/Subrecipient) must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the (Recipient/Subrecipient) reserves the right to reject any subcontractor."

In accordance with FWC Funding Agreement Section 15, MANDATORY DISCLOSURES, the Commission may verify the entities listed below against the convicted, suspended or discriminatory complaints vendor list.

If applicable, in accordance with FWC Funding Agreement Section 24, FEDERAL FUNDS, the Commission may verify the entities listed below are not Debarred, Suspended, Ineligible or Voluntarily Excluded from participation in this transaction. The Commission may request documents to support adherence to E-Verify or any other applicable federal requirement of this Agreement.

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Identifier

\_\_\_\_\_  
DUNS/Unique Identifier

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

NOTICE OF GRANT AGREEMENT / SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the *Deepwater Horizon* Oil Spill / Florida Trustee Implementation Group's Final Restoration Plan 2 and Environmental Assessment: Habitat Projects on Federally Managed Lands; Sea Turtles; Marine Mammals; Birds; and Provide and Enhance Recreational Opportunities. The Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

\_\_\_\_\_  
Original signature

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, who is personally known to me or who  
produced \_\_\_\_\_ as identification.

Stamp:

\_\_\_\_\_  
Notary Public, State of Florida

**RESOLUTION  
NO. 2022-008**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. SPECIAL GRANTS FUND**

As Reads:	Federal Grants	2,140,408
Amended		
To Read:	Federal Grants	5,179,303
As Reads:	Capital Outlay	744,808
Amended		
To Read:	Capital Outlay	3,783,703

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**JANUARY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - COMMUNITY MARITIME PARK GRANT- RES NO. 2022-008**

---

FUND	AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>		
Estimated Revenues		
Federal Grants	3,038,895	Increase appropriation for Federal Grants
Total Revenues	<u>3,038,895</u>	
Appropriations		
Capital Outlay	3,038,895	Increase appropriation for Capital Outlay
Total Appropriations	<u>3,038,895</u>	

**UTILITY PROVIDERS:**

SANITARY SEWER & POTABLE WATER  
ECUA  
P.O. BOX 15311  
PENSACOLA, FLORIDA 32514  
PH: 850-476-4080  
FAX: 850-494-7346

ELECTRICAL POWER:  
GULF POWER COMPANY  
9220 ONE ENERGY PLACE  
PENSACOLA, FLORIDA 32501  
PH: 850-505-5600

TELEPHONE:  
AT&T  
603 WEST GARDEN STREET  
PENSACOLA, FLORIDA 32501  
PH: 850-436-1616

CABLE TELEVISION:  
COX COMMUNICATIONS  
3405 McLEMORE DRIVE  
PENSACOLA, FLORIDA 32514  
PH: 850-857-4551  
850-232-5044

NATURAL GAS:  
PENSACOLA ENERGY  
1625 ATWOOD DRIVE  
PENSACOLA, FLORIDA 32514  
PH: 850-874-5319

SUNSHINE 811  
11 PLANTATION ROAD  
DEBARY, FL 32713  
PH: 800-432-4770

**SITE DATA:**

TAX APPRAISER'S PROPERTY  
REFERENCE NUMBER:  
00-05-00-9400-000-100

ZONING:  
WRD = WATERFRONT REDEVELOPMENT DISTRICT

**CIVIL ENGINEERING PLANS  
FOR**

**COMMUNITY MARITIME PARK  
DAY USE  
MARINA DESIGN PROJECT**

**FOR**



**PENSACOLA, FLORIDA**

**JUNE 2021**

PROJECT NO. 29001.13

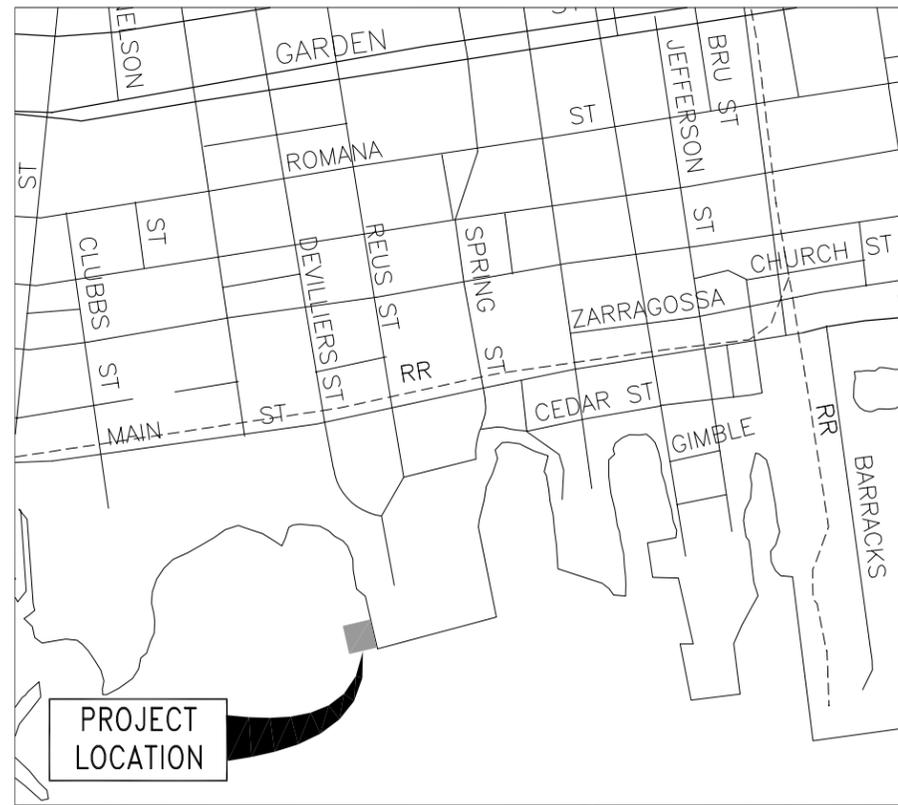
**PREPARED BY**



**BASKERVILLE-DONOVAN, INC.  
ENGINEERING THE SOUTH SINCE 1927**

449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661  
ENGINEERING BUSINESS: EB-0000340

Pensacola - Panama City Beach - Tallahassee - Mobile



**VICINITY MAP**

NOT TO SCALE



**INDEX OF SHEETS**

SHEET	CONTENT
G-000	COVER SHEET
G-001	GENERAL NOTES, LEGEND & SITE DATA
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C-900	DETAILS
C-901	RELOCATION DETAILS
C-902	DOCK AND GANGWAY DETAILS
C-903	FIXED DOCK AND DOCK DETAILS

100% SUBMITTAL  
JUNE 2021

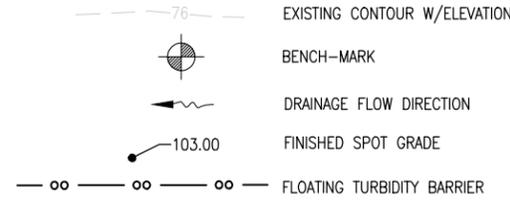
STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011  
 PERMIT NO: SAJ-2007-04728-SP-EPS

THE PERMITTEE SHALL COMPLY WITH THE FOLLOWING CONDITIONS INTENDED TO PROTECT MANATEES FROM DIRECT PROJECT EFFECTS:

1. ALL PERSONNEL ASSOCIATED WITH THE PROJECT SHALL BE INSTRUCTED ABOUT THE PRESENCE OF MANATEES AND MANATEE SPEED ZONES, AND THE NEED TO AVOID COLLISIONS WITH AND INJURY TO MANATEES. THE PERMITTEE SHALL ADVISE ALL CONSTRUCTION PERSONNEL THAT THERE ARE CIVIL AND CRIMINAL PENALTIES FOR HARMING, HARASSING, OR KILLING MANATEES WHICH ARE PROTECTED UNDER THE MARINE MAMMAL PROTECTION ACT, THE ENDANGERED SPECIES ACT, AND THE FLORIDA MANATEE SANCTUARY ACT.
2. ALL VESSELS ASSOCIATED WITH THE CONSTRUCTION PROJECT SHALL OPERATE AT "IDLE SPEED/NO WAKE" AT ALL TIMES WHILE IN THE IMMEDIATE AREA AND WHILE IN WATER WHERE THE DRAFT OF THE VESSEL PROVIDES LESS THAN A FOUR-FOOT CLEARANCE FROM THE BOTTOM. ALL VESSELS WILL FOLLOW ROUTES OF DEEP WATER WHENEVER POSSIBLE.
3. SILTATION OR TURBIDITY BARRIERS SHALL BE MADE OF MATERIAL IN WHICH MANATEES CANNOT BECOME ENTANGLED, SHALL BE PROPERLY SECURED, AND SHALL BE REGULARLY MONITORED TO AVOID MANATEE ENTANGLEMENT OR ENTRAPMENT. BARRIERS MUST NOT IMPEDE MANATEE MOVEMENT.
4. ALL ON-SITE PROJECT PERSONNEL ARE RESPONSIBLE FOR OBSERVING WATER-RELATED ACTIVITIES FOR THE PRESENCE OF MANATEE(S). ALL IN-WATER OPERATIONS, INCLUDING VESSELS, MUST BE SHUT DOWN IF A MANATEE(S) COMES WITHIN 50 FEET OF THE OPERATION. ACTIVITIES WILL NOT RESUME UNTIL THE MANATEE(S) HAS MOVED BEYOND THE 50-FOOT RADIUS OF THE PROJECT OPERATION, OR UNTIL 30 MINUTES ELAPSES IF THE MANATEE(S) HAS NOT REAPPEARED WITHIN 50 FEET OF THE OPERATION. ANIMALS MUST NOT BE HERDED AWAY OR HARASSED INTO LEAVING.
5. ANY COLLISION WITH OR INJURY TO A MANATEE SHALL BE REPORTED IMMEDIATELY TO THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) HOTLINE AT 1-888-404-3922. COLLISION AND/OR INJURY SHOULD ALSO BE REPORTED TO THE U.S. FISH AND WILDLIFE SERVICE IN JACKSONVILLE (1-904-731-3336) FOR NORTH FLORIDA OR VERO BEACH (1-772-562-3909) FOR SOUTH FLORIDA, AND TO FWC AT IMPERILEDSPESIES@MYFWC.COM
6. TEMPORARY SIGNS CONCERNING MANATEES SHALL BE POSTED PRIOR TO AND DURING ALL IN-WATER PROJECT ACTIVITIES. ALL SIGNS ARE TO BE REMOVED BY THE PERMITTEE UPON COMPLETION OF THE PROJECT. TEMPORARY SIGNS THAT HAVE ALREADY BEEN APPROVED FOR THIS USE BY THE FWC MUST BE USED. ONE SIGN WHICH READS CAUTION: BOATERS MUST BE POSTED. A SECOND SIGN MEASURING AT LEAST 8 1/2" BY 11" EXPLAINING THE REQUIREMENTS FOR "IDLE SPEED/NO WAKE" AND THE SHUTDOWN OF IN-WATER OPERATIONS MUST BE POSTED IN A LOCATION PROMINENTLY VISIBLE TO ALL PERSONNEL ENGAGED IN WATER-RELATED ACTIVITIES. THESE SIGNS CAN BE VIEWED AT MYFWC.COM/MANATEE. QUESTIONS CONCERNING THESE SIGNS CAN BE SENT TO THE EMAIL ADDRESS LISTED ABOVE.

LEGEND



GENERAL NOTES:

1. THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING.
2. ELEVATIONS SHOWN ARE RELATIVE TO N.G.V.D. 88.
3. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE EXACT LOCATIONS AND DEPTHS OF ALL UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER LINES, BURIED TELEPHONE LINES, BURIED ELECTRICAL LINES AND GAS MAINS PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONTRACTOR IS TO COORDINATE WITH UTILITY COMPANIES FOR REMOVAL AND/OR RELOCATION OF EXISTING UTILITY POLES, AERIAL LINES, BURIED CABLE AND OTHER UTILITIES.
4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONFLICTS BETWEEN CONTRACT DOCUMENTS AND EXISTING CONDITIONS. THESE DRAWINGS REPRESENT KNOWN STRUCTURES AND UTILITIES LOCATED IN THE PROJECT AREA. THE CONTRACTOR IS CAUTIONED THAT OTHER STRUCTURES AND UTILITIES, ABOVE OR BELOW GROUND, MAY BE ENCOUNTERED DURING THE COURSE OF THE PROJECT. THE CONTRACTOR SHOULD NOTIFY THE UTILITY, THEN THE ENGINEER, IMMEDIATELY UPON ENCOUNTERING ANY UNEXPECTED STRUCTURE, UTILITY LINE, OR OTHER UNUSUAL CONDITION. EXISTING CONDITIONS ARE BASED ON SURVEYS BY BASKERVILLE-DONOVAN, INC.
5. CONTRACTOR SHALL SAFETY-BARRICADE ALL EXCAVATIONS AND OTHER HAZARDS.
6. CONTRACTOR SHALL PROVIDE ACCESS TO PROPERTIES ADJACENT TO THE CONSTRUCTION AREAS. ADEQUATE BARRICADES, CONSTRUCTION SIGNAGE AND OTHER TRAFFIC CONTROL DEVICES SHALL BE PROVIDED IN ACCORDANCE WITH FDOT CONSTRUCTION STANDARDS.
7. THE CONTRACTOR SHALL EMPLOY THE USE OF SILT FENCES, HAY BALES, DITCHES OR WHATEVER MEANS NECESSARY TO CONTROL EROSION AND SEDIMENTATION AT ALL TIMES. WATERS OF THE STATE, ADJACENT PROPERTIES, AND ANY NEW DRAINAGE CONSTRUCTION SHALL BE PROTECTED DURING THE CONSTRUCTION PERIOD. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION AND SHALL REMAIN UNTIL THE COMPLETION OF CONSTRUCTION AND ACCEPTANCE BY THE OWNER.
8. ADEQUATE PROVISIONS SHALL BE MADE FOR THE FLOW OF SEWERS, DRAINS, WATER COURSES AND OTHER UTILITIES ENCOUNTERED DURING CONSTRUCTION.
9. ALL TREES IN THE PROJECT AREA ARE TO REMAIN UNDAMAGED UNLESS NOTED FOR REMOVAL OR APPROVED BY THE ENGINEER.
10. THE CONTRACTOR IS TO REPLACE TO EXISTING CONDITIONS OR BETTER ANY FENCES, SPRINKLER SYSTEMS, TREES AND SHRUBS, MAINTAINED FLOWER BEDS, OR OTHER EXISTING IMPROVEMENTS IMPACTED DURING CONSTRUCTION, WHETHER DEPICTED IN THE PLANS OR NOT.
11. ALL NEW CONCRETE FOR SITE WORK SHALL ACHIEVE A 28 DAY STRENGTH OF 3000 PSI (MIN.), UNLESS OTHERWISE SPECIFIED.
12. NO SITE WORK ACTIVITIES SHALL TAKE PLACE WITHOUT CITY SITE REVIEW AND APPROVAL OF PROPOSED EROSION CONTROL MEASURES AND ADVANCED NOTIFICATION OF THE REQUESTED INSPECTION IS REQUIRED.

**BASKERVILLE-DONOVAN, INC.**  
 ENGINEERING THE SOUTH SINCE 1927  
 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861  
 ENGINEERING BUSINESS: EB-0000340  
 Pensacola - Panama City Beach - Tallahassee - Mobile

JASON J. FRICK, P.E.  
 FL. Reg. Engineer #60469

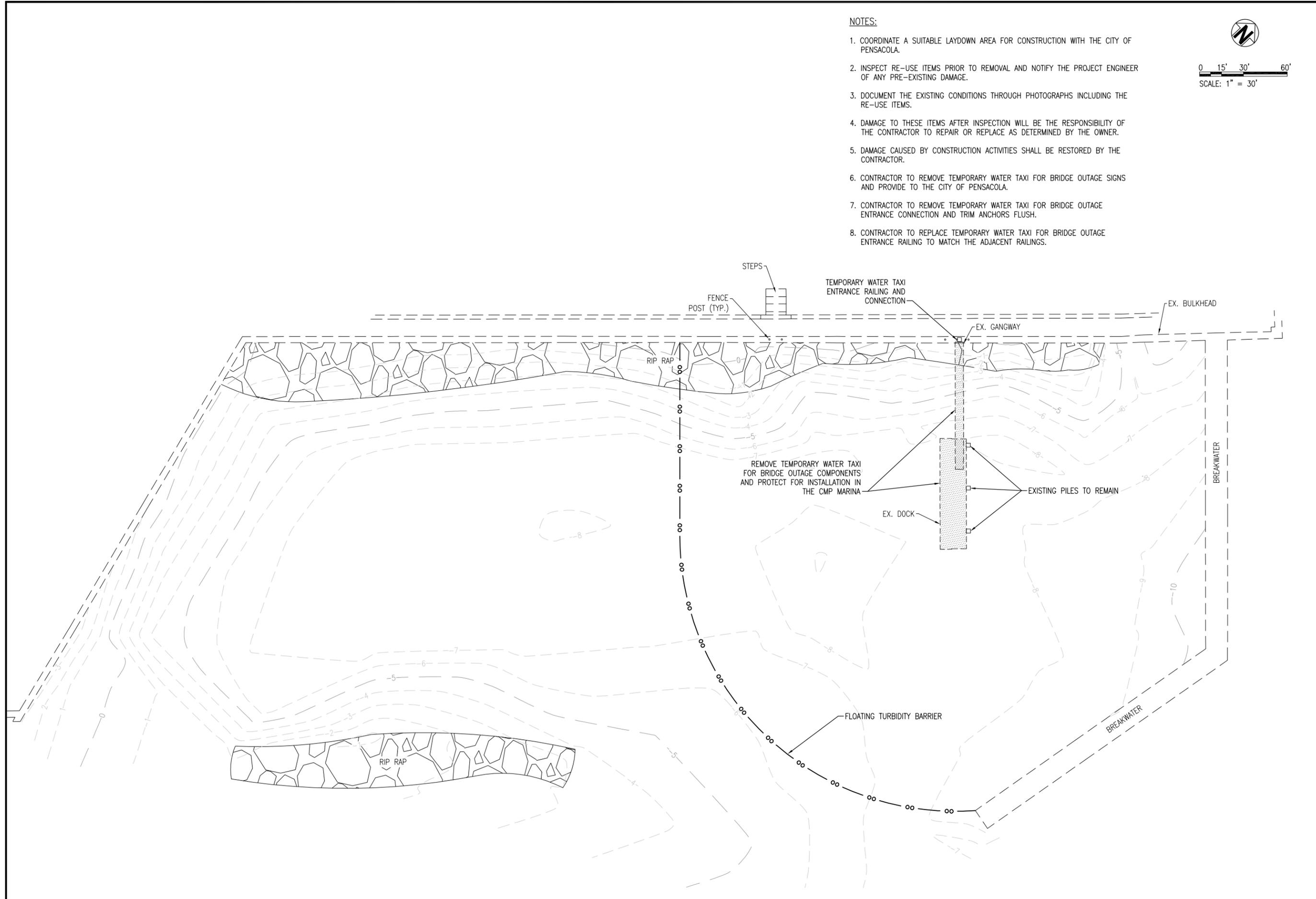
**COMMUNITY MARITIME  
 PARK DAY USE  
 MARINA DESIGN  
 PROJECT**

PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
29001.13				
DESIGNED BY:				
DRAWN BY: RGG				
CHK'D BY: MDL				
PROJ. MGR: MDL				
DATE: JUNE 2021				

**GENERAL NOTES,  
 LEGEND & SITE DATA**

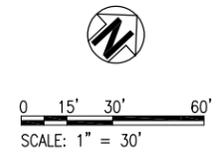
**G-001**

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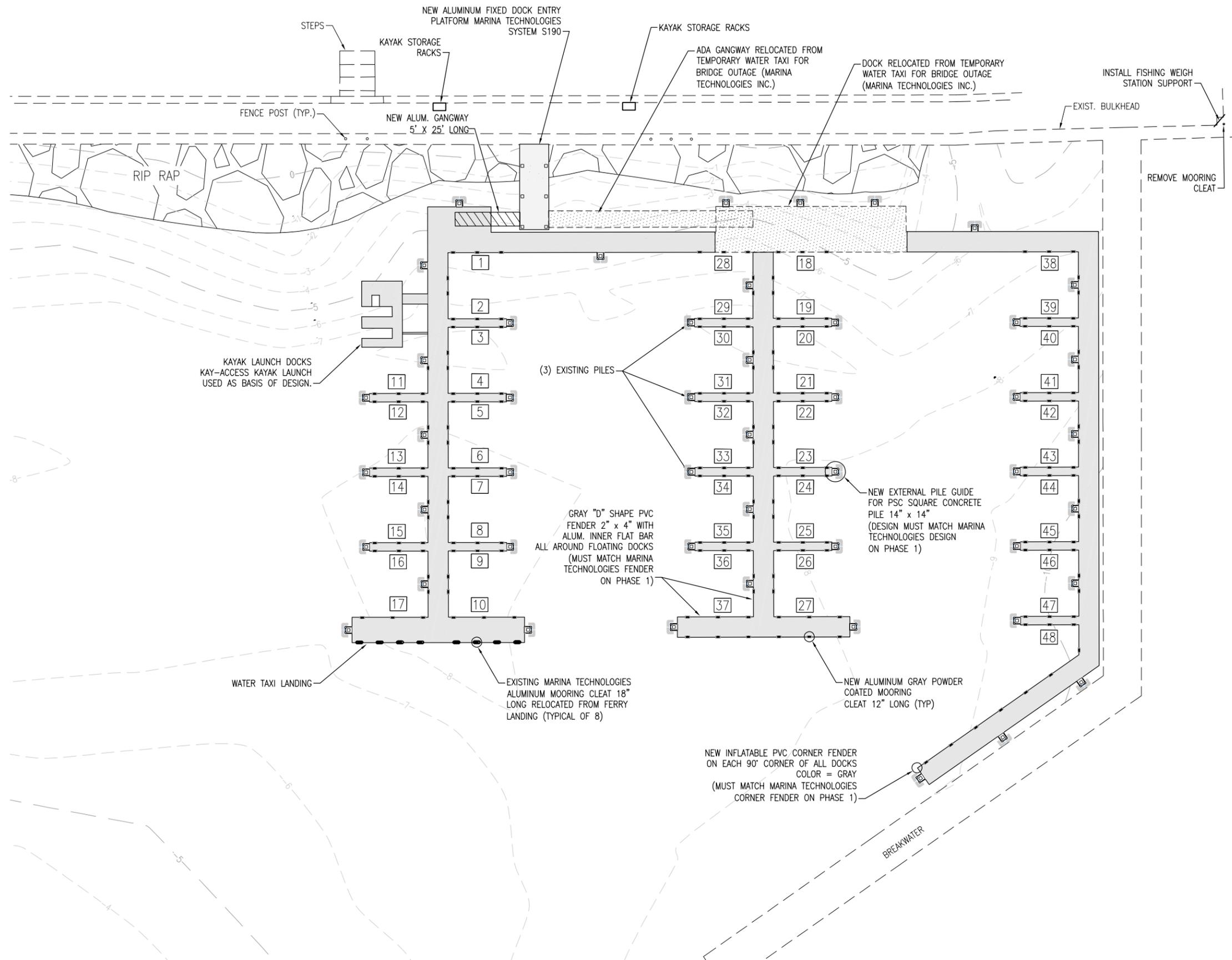


**NOTES:**

1. COORDINATE A SUITABLE LAYDOWN AREA FOR CONSTRUCTION WITH THE CITY OF PENSACOLA.
2. INSPECT RE-USE ITEMS PRIOR TO REMOVAL AND NOTIFY THE PROJECT ENGINEER OF ANY PRE-EXISTING DAMAGE.
3. DOCUMENT THE EXISTING CONDITIONS THROUGH PHOTOGRAPHS INCLUDING THE RE-USE ITEMS.
4. DAMAGE TO THESE ITEMS AFTER INSPECTION WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR OR REPLACE AS DETERMINED BY THE OWNER.
5. DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED BY THE CONTRACTOR.
6. CONTRACTOR TO REMOVE TEMPORARY WATER TAXI FOR BRIDGE OUTAGE SIGNS AND PROVIDE TO THE CITY OF PENSACOLA.
7. CONTRACTOR TO REMOVE TEMPORARY WATER TAXI FOR BRIDGE OUTAGE ENTRANCE CONNECTION AND TRIM ANCHORS FLUSH.
8. CONTRACTOR TO REPLACE TEMPORARY WATER TAXI FOR BRIDGE OUTAGE ENTRANCE RAILING TO MATCH THE ADJACENT RAILINGS.



 <b>BASKERVILLE-DONOVAN, INC.</b> <b>ENGINEERING THE SOUTH SINCE 1927</b> <small>449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861          ENGINEERING BUSINESS: EB-0000340          Pensacola - Panama City Beach - Tallahassee - Mobile</small>			
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<small>JASON J. FRICK, P.E.          FL. Reg. Engineer #96469</small>			
<b>COMMUNITY MARITIME          PARK DAY USE          MARINA DESIGN          PROJECT</b>			
PROJECT NO:	29001.13		
DESIGNED BY:	JJF		
DRAWN BY:	RCG		
CHK'D BY:	MDL		
PROJ. MGR:	MDL		
DATE:	JUNE 2021		
NO.	DATE	APPR.	REVISION/ACTION TAKEN
<b>EXISTING CONDITIONS          AND EROSION CONTROL          CONTROL PLAN</b>			
<b>C-100</b>			



**NOTES:**

- MARINA TECHNOLOGIES MARINA USED AS BASIS OF DESIGN FOR THE MARINA.
- KAY-ACCESS SYSTEM USED AS BASIS OF DESIGN FOR THE KAYAK LAUNCH.
- THE CONTRACTOR SHALL MODIFY/FABRICATE THE EXISTING RAILING TO ALLOW ACCESS TO THE MARINA.
- CONTRACTOR TO FURNISH AND INSTALL A WEIGH STATION.
- SHOP DRAWINGS OF THE WEIGH STATION SHALL BE APPROVED BY THE CITY OF PENSACOLA.

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JOHN J. FRICK, P.E.  
FL. Reg. Engineer #96469

**COMMUNITY MARITIME  
PARK DAY USE  
MARINA DESIGN  
PROJECT**

PROJECT NO.	NO.	DATE	APPR.	REVISION/ACTION TAKEN
29001.13				
DESIGNED BY: JJF				
DRAWN BY: RGG				
CHK'D BY: MDL				
PROJ. MGR: MDL				
DATE: JUNE 2021				

**SITE PLAN**

**C-101**

K:\290\29001.13 Marina Design\DWG\C-102 Control-Staking.dwg, Jun 25, 2021 - 3:27:52PM, jfrick

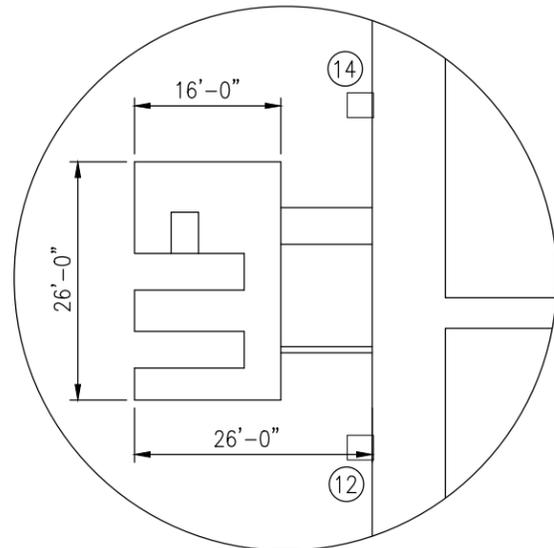
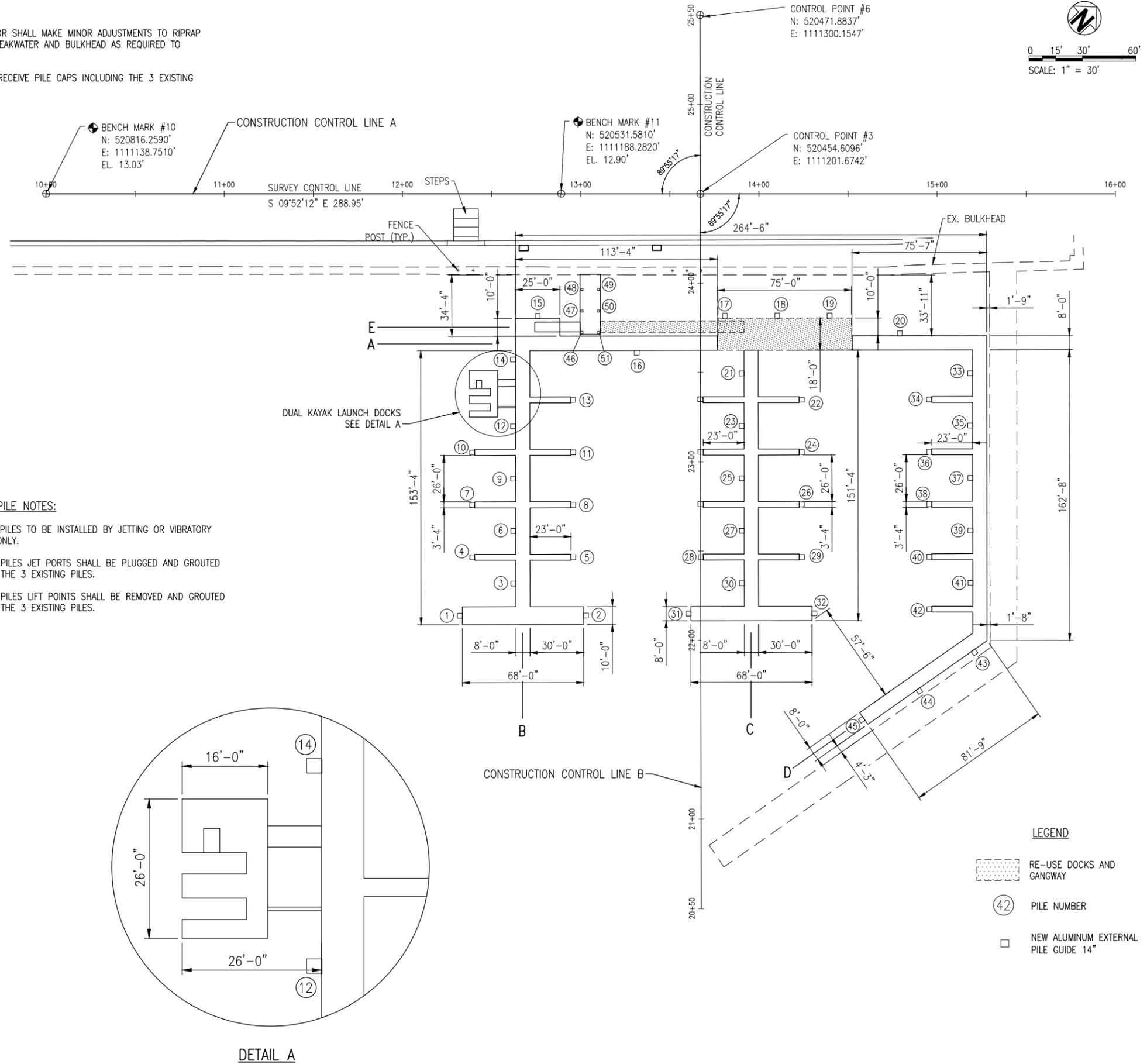
Pile Coordinates			
Section Location	Pile #	Northing	Easting
B	1	520547.0426	1110945.9019
	2	520477.3485	1110958.1267
	3	520520.6031	1110968.8154
	4	520545.7908	1110979.2892
	5	520489.8886	1110989.0948
	6	520525.6714	1110997.7101
	7	520550.8591	1111008.1839
	8	520494.9570	1111017.9895
	9	520530.7398	1111026.6049
	10	520555.9274	1111037.0787
A	11	520500.0253	1111046.8843
	12	520535.8081	1111055.4996
	13	520505.0936	1111075.7790
	14	520542.2585	1111092.2741
	15	520532.8006	1111118.6837
	16	520474.4355	1111107.8488
	17	520429.2740	1111136.8429
	18	520400.3792	1111141.9112
	19	520371.4845	1111146.9795
	20	520330.9464	1111143.9375
C	21	520414.5744	1111106.5486
	22	520378.7916	1111097.9332
	23	520409.5060	1111077.6538
	24	520373.7232	1111069.0384
	25	520404.4377	1111048.7590
	26	520368.6549	1111040.1437
	27	520399.3694	1111019.8643
	28	520419.4887	1111001.4434
	29	520363.5866	1111011.2489
	30	520394.3011	1110990.9695
D	31	520420.9134	1110969.0411
	32	520351.2192	1110981.2659
	33	520288.2697	1111128.7032
	34	520308.3891	1111110.2822
	35	520283.2014	1111099.8084
	36	520303.3207	1111081.3875
	37	520278.1331	1111070.9137
	38	520298.2524	1111052.4927
	39	520273.0648	1111042.0189
	40	520293.1841	1111023.5980
E	41	520267.9964	1111013.1242
	42	520288.1158	1110994.7032
	43	520258.9587	1110975.1791
	44	520285.7550	1110948.5343
	45	520314.9235	1110927.1156
	46	520506.6973	1111113.8290
	47	520508.7705	1111125.6486
	48	520510.8438	1111137.4681
	49	520501.6508	1111139.0806
	50	520499.5776	1111127.2611
51	520497.5043	1111115.4415	

**NOTES:**

- THE CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS TO RIPRAP ALONG THE BREAKWATER AND BULKHEAD AS REQUIRED TO INSTALL PILES.
- ALL PILES TO RECEIVE PILE CAPS INCLUDING THE 3 EXISTING PILES.

**CONCRETE PILE NOTES:**

- CONCRETE PILES TO BE INSTALLED BY JETTING OR VIBRATORY METHODS ONLY.
- CONCRETE PILES JET PORTS SHALL BE PLUGGED AND GROUTED INCLUDING THE 3 EXISTING PILES.
- CONCRETE PILES LIFT POINTS SHALL BE REMOVED AND GROUTED INCLUDING THE 3 EXISTING PILES.

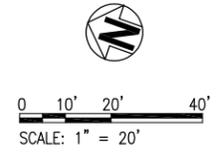
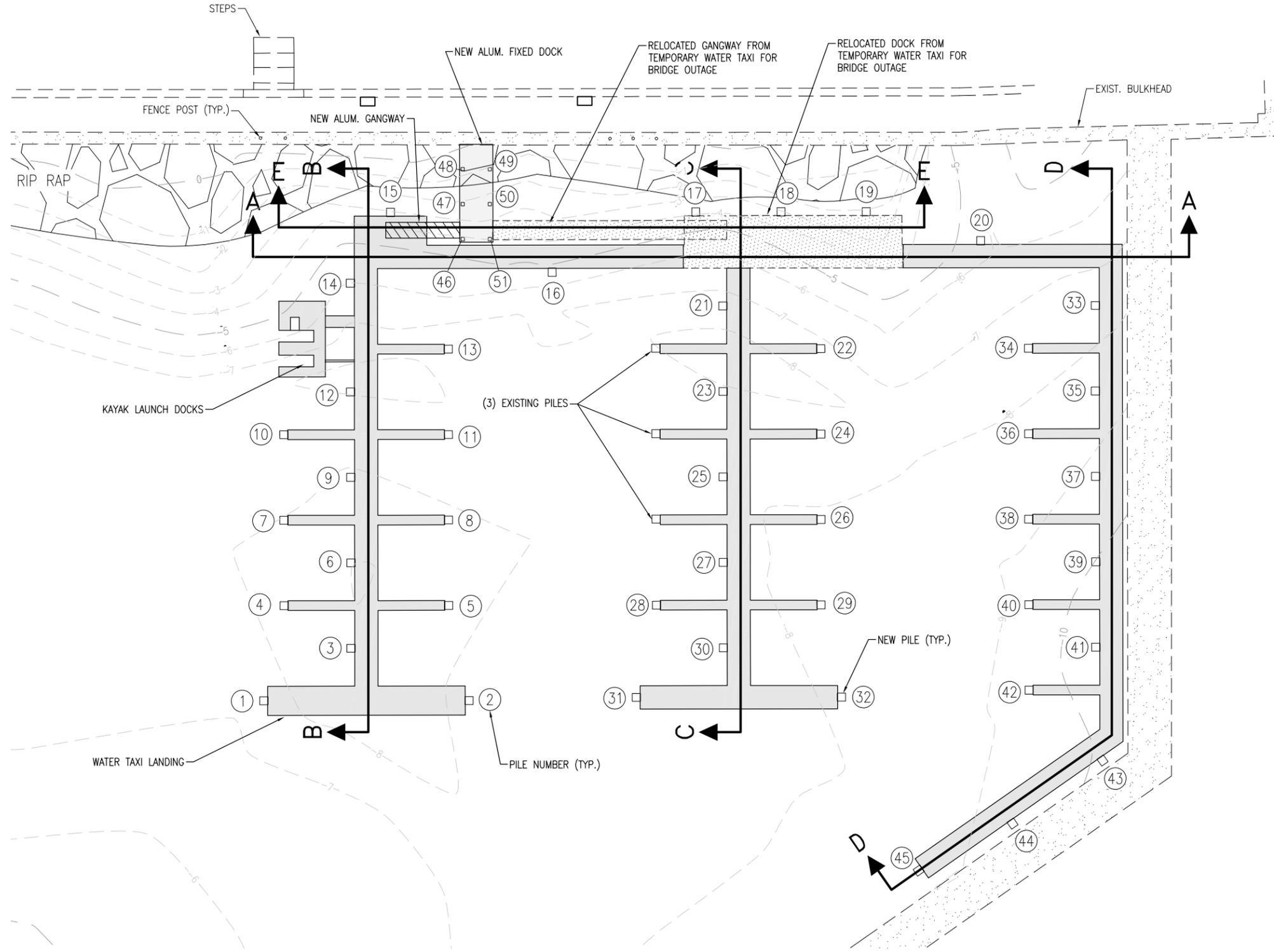


**LEGEND**

- RE-USE DOCKS AND GANGWAY
- PILE NUMBER
- NEW ALUMINUM EXTERNAL PILE GUIDE 14"

PROJECT NO:	DESIGNED BY:	DRAWN BY:	CHK'D BY:	PROJ. MGR:	DATE:
29001.13	JJF	RG	MOL	MOL	JUNE 2021

NO.	DATE	APPR.	REVISION/ACTION TAKEN



- LEGEND**
- NEW ALUMINUM FLOATING DOCKS
  - NEW ALUMINUM FIXED DOCKS
  - RE-USE DOCKS AND GANGWAY
  - NEW GANGWAY
  - 42 PILE NUMBER
  - NEW ALUMINUM EXTERNAL PILE GUIDE 14"

**BASKERVILLE-DONOVAN, INC.**  
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 Pensacola - Panama City Beach - Tallahassee - Mobile

JASON J. FRICK, D.E.  
 FL. Reg. Engineer #96469

**COMMUNITY MARITIME  
 PARK DAY USE  
 MARINA DESIGN  
 PROJECT**

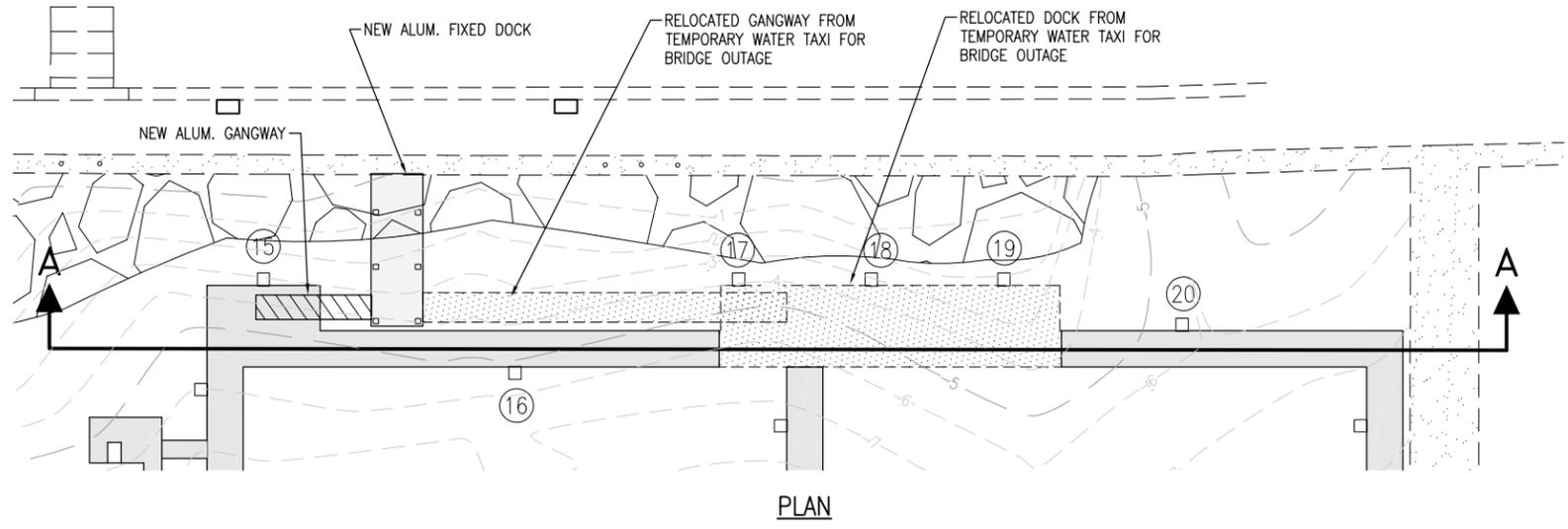
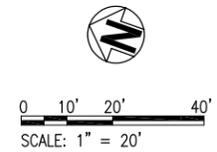
PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
29001.13				
DESIGNED BY: JJF				
DRAWN BY: RGG				
CHK'D BY: MDL				
PROJ. MGR: MDL				
DATE: JUNE 2021				

NOT RELEASED FOR CONSTRUCTION BY \_\_\_\_\_ DATE \_\_\_\_\_

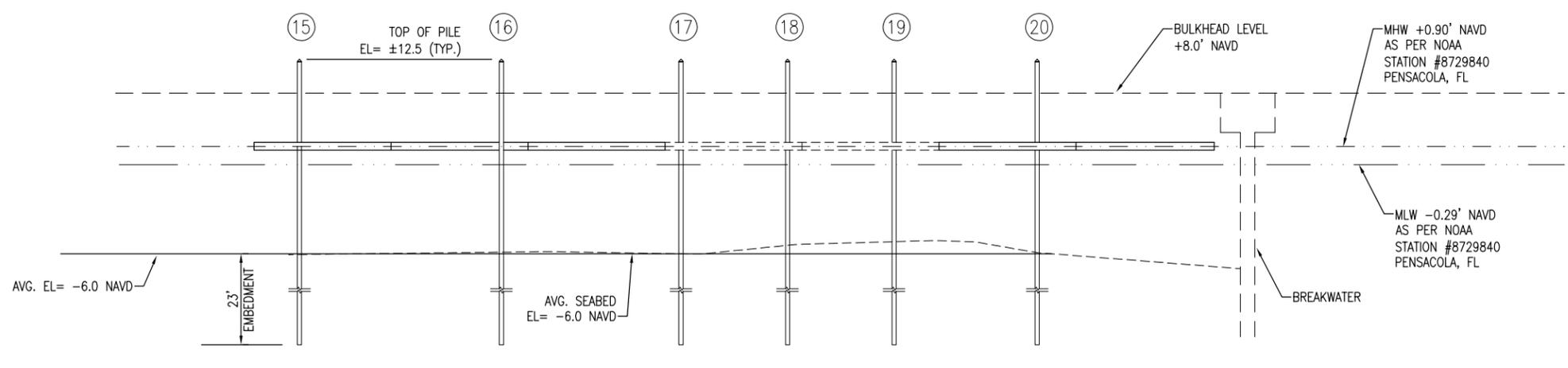
**SECTION LAYOUT**

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PLAN



SECTION A

PILE SUMMARY SECTION A

QUANTITY OF PILES = 6  
 TOP OF PILE EL = 12.5 NAVD (TYP.)  
 PSC DIMENSIONS = 14" x 14"  
 EMBEDMENT = 23.0'  
 PILE LENGTH = 42'

- LEGEND**
- NEW ALUMINUM FLOATING DOCKS
  - NEW ALUMINUM FIXED DOCKS
  - RE-USE DOCKS AND GANGWAY
  - NEW GANGWAY
  - PILE NUMBER
  - NEW ALUMINUM EXTERNAL PILE GUIDE 14"

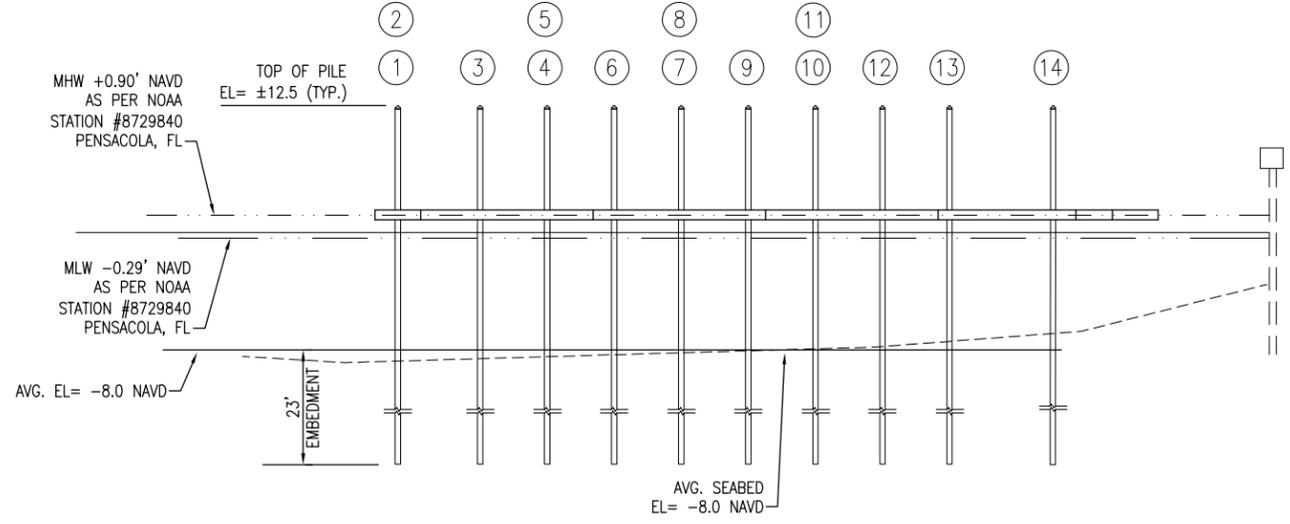
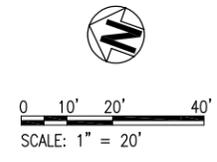
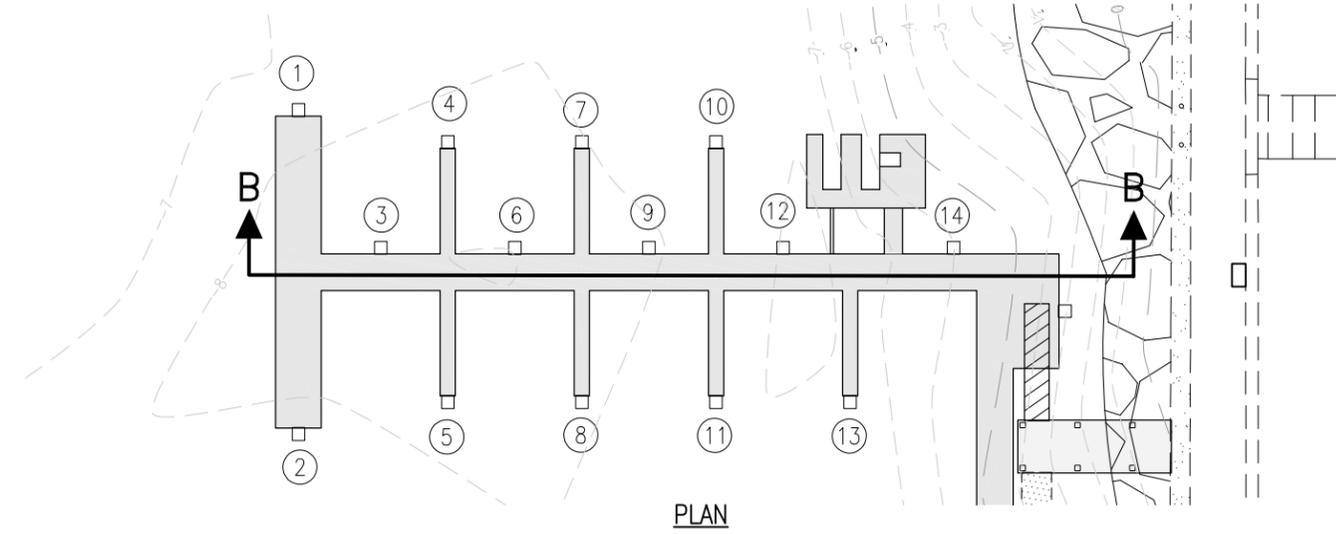
**BASKERVILLE-DONOVAN, INC.**  
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 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861  
 ENGINEERING BUSINESS: EB-0000340  
 Pensacola - Panama City Beach - Tallahassee - Mobile

USDA J. FRICK DE  
 FL Reg. Engineer #96469

**COMMUNITY MARITIME  
 PARK DAY USE  
 MARINA DESIGN  
 PROJECT**

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO: 29001.13  
 DESIGNED BY: JJF  
 DRAWN BY: RGG  
 CHK'D BY: MDL  
 PROJ. MGR: MDL  
 DATE: JUNE 2021  
 NOT RELEASED FOR CONSTRUCTION BY DATE



**PILE SUMMARY SECTION B**

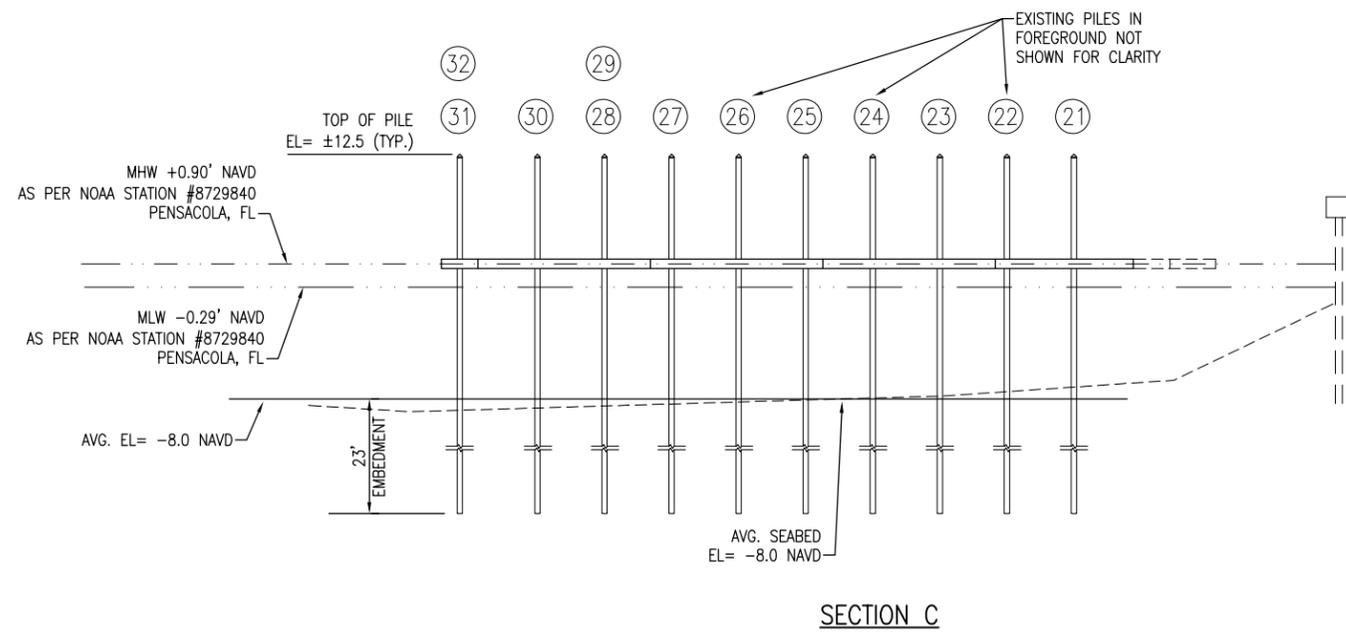
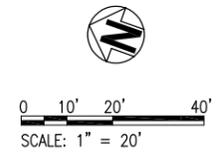
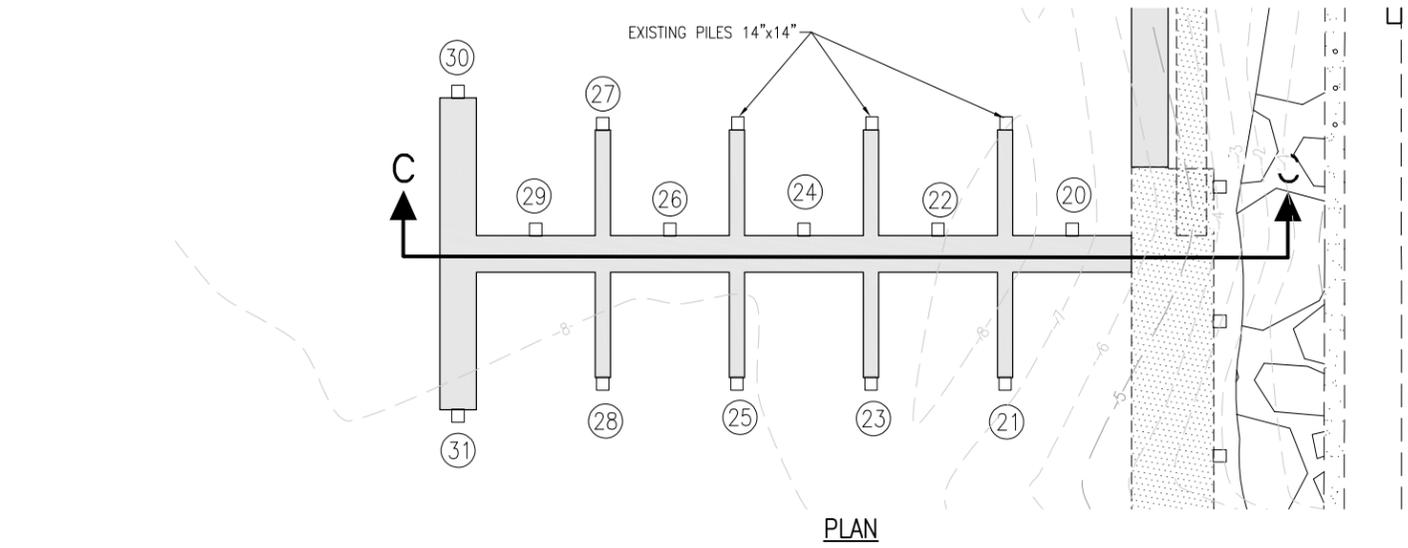
QUANTITY OF PILES = 14  
 TOP OF PILE EL = 12.5 NAVD (TYP.)  
 PSC DIMENSIONS = 14" x 14"  
 EMBEDMENT = 23.0'  
 PILE LENGTH = 44'

- LEGEND**
- NEW ALUMINUM FLOATING DOCKS
  - NEW ALUMINUM FIXED DOCKS
  - RE-USE DOCKS AND GANGWAY
  - NEW GANGWAY
  - PILE NUMBER
  - NEW ALUMINUM EXTERNAL PILE GUIDE 14"

<b>SECTION B</b>	PROJECT NO: 29001.13	DESIGNED BY: JGF	DRAWN BY: RGG	CHK'D BY: MDL	PROJ. MGR: MDL	DATE: JUNE 2021	NOT RELEASED FOR CONSTRUCTION BY _____ DATE _____
	NO.	DATE	APPR.	REVISION/ACTION TAKEN			
C-105	<b>BASKERVILLE-DONOVAN, INC.</b> ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.						

**COMMUNITY MARITIME**  
**PARK DAY USE**  
**MARINA DESIGN**  
**PROJECT**

JASON J. FRICK D.E.  
 FL. Reg. Engineer #96469



PILE SUMMARY SECTION C

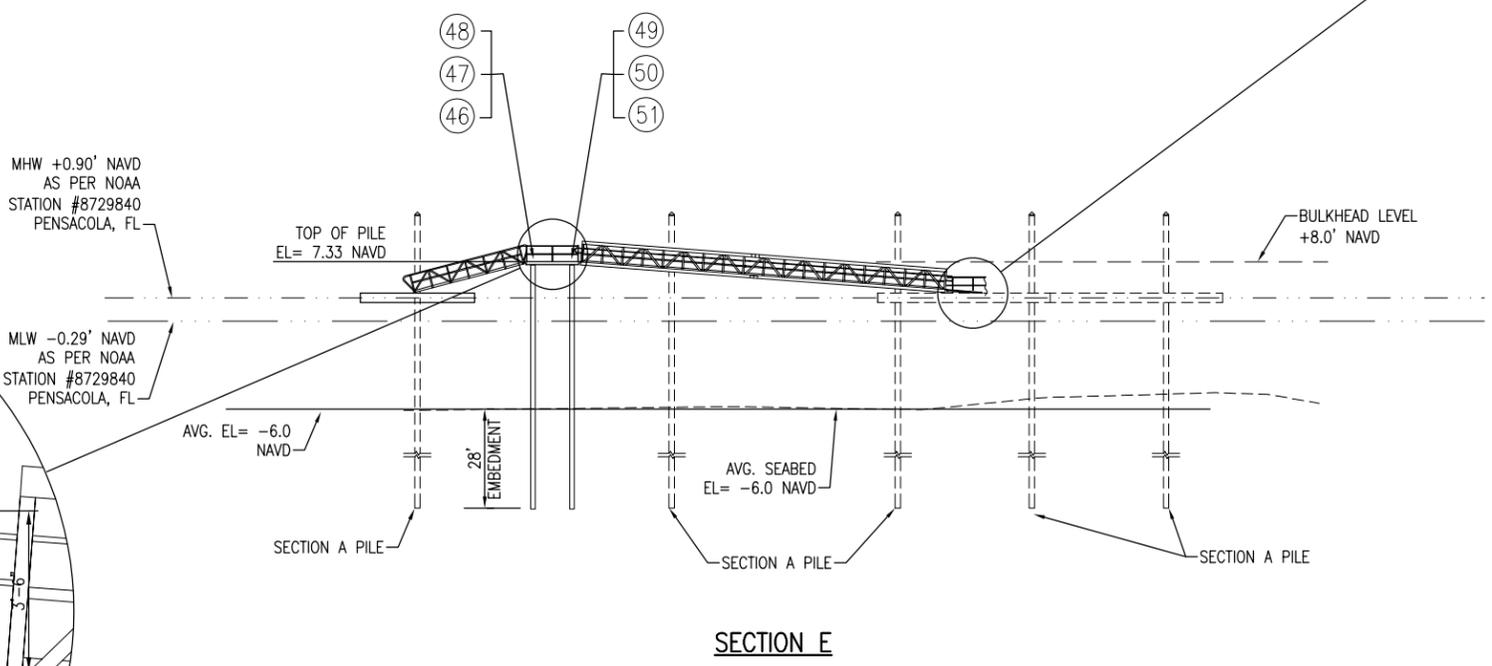
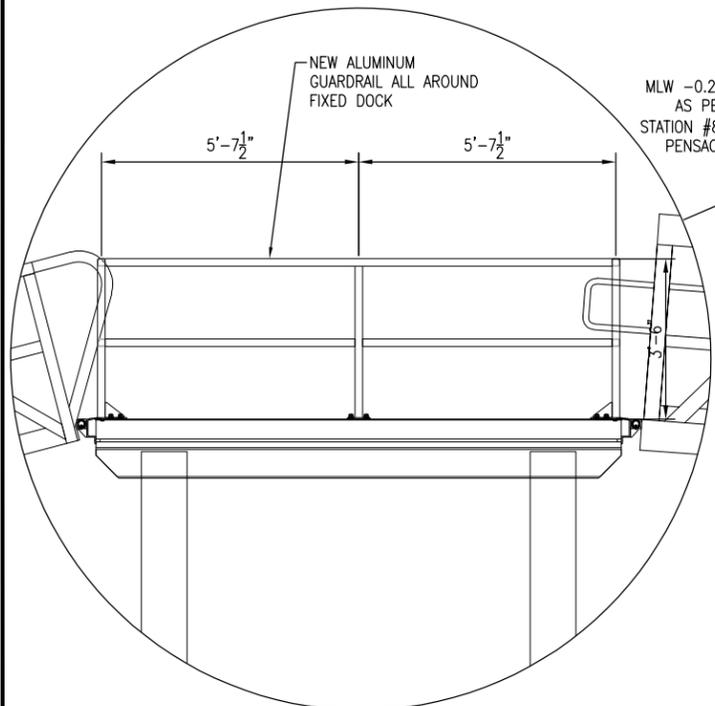
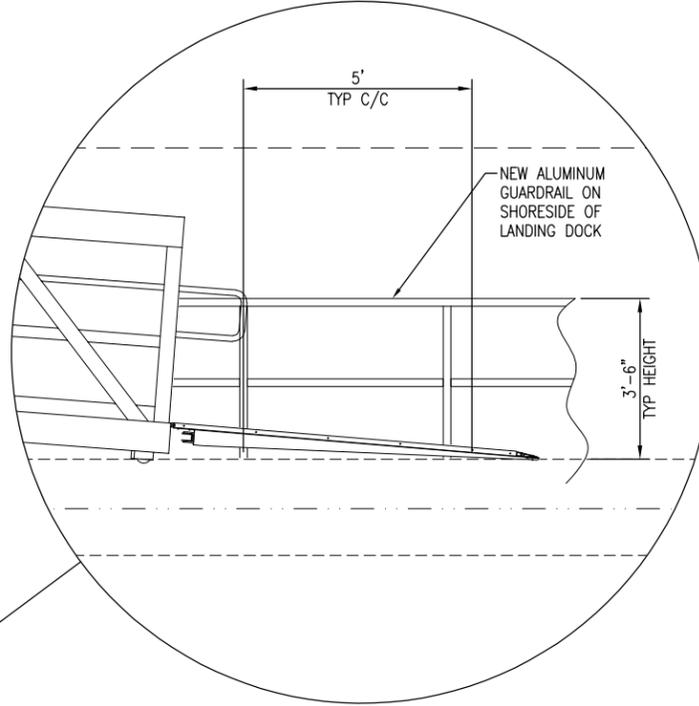
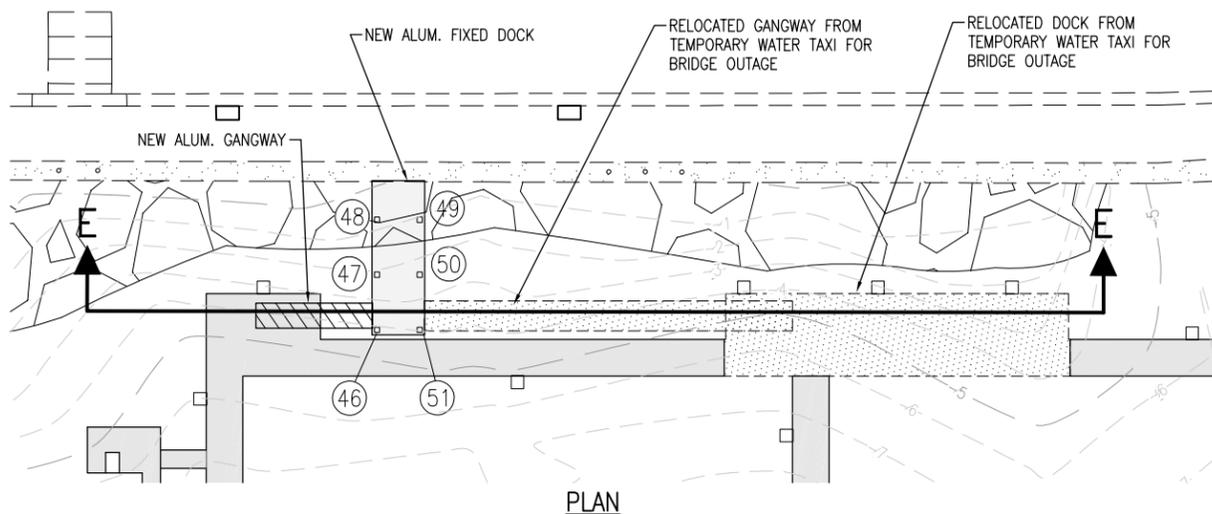
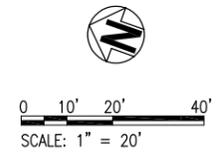
QUANTITY OF PILES = 12  
 EXISTING PILES = 3  
 TOP OF PILE EL = 12.5 NAVD (TYP.)  
 PSC DIMENSIONS = 14" x 14"  
 EMBEDMENT = 23.0'  
 PILE LENGTH = 44'

- LEGEND
- NEW ALUMINUM FLOATING DOCKS
  - NEW ALUMINUM FIXED DOCKS
  - RE-USE DOCKS AND GANGWAY
  - NEW GANGWAY
  - PILE NUMBER
  - NEW ALUMINUM EXTERNAL PILE GUIDE 14"

<b>SECTION C</b>	PROJECT NO: 29001.13	DESIGNED BY: JJF	DRAWN BY: RGG	CHK'D BY: MDL	PROJ. MGR: MDL	DATE: JUNE 2021	NOT RELEASED FOR CONSTRUCTION BY _____ DATE _____
	NO.	DATE	APPR.	REVISION/ACTION TAKEN			
C-106	BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.						



E:\DWC\290\_29001.13 Marina\C-103-108 SiteSections.dwg, Jun 23, 2021 - 8:09:02AM, rgeiger



**PILE SUMMARY SECTION E**

QUANTITY OF PILES = 6  
 TOP OF PILE EL = 7.33' NAVD  
 PSC DIMENSIONS = 14" x 14"  
 EMBEDMENT = 28'  
 PILE LENGTH = 42'

- LEGEND**
- NEW ALUMINUM FLOATING DOCKS
  - NEW ALUMINUM FIXED DOCKS
  - RE-USE DOCKS AND GANGWAY
  - NEW GANGWAY
  - PILE NUMBER
  - NEW ALUMINUM EXTERNAL PILE GUIDE 14"

**BASKERVILLE-DONOVAN, INC.**  
 ENGINEERING THE SOUTH SINCE 1927  
 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861  
 ENGINEERING BUSINESS: EB-0000340  
 Pensacola - Panama City Beach - Tallahassee - Mobile

JOHN J. FRICK, P.E.  
 FL. Reg. Engineer #96469

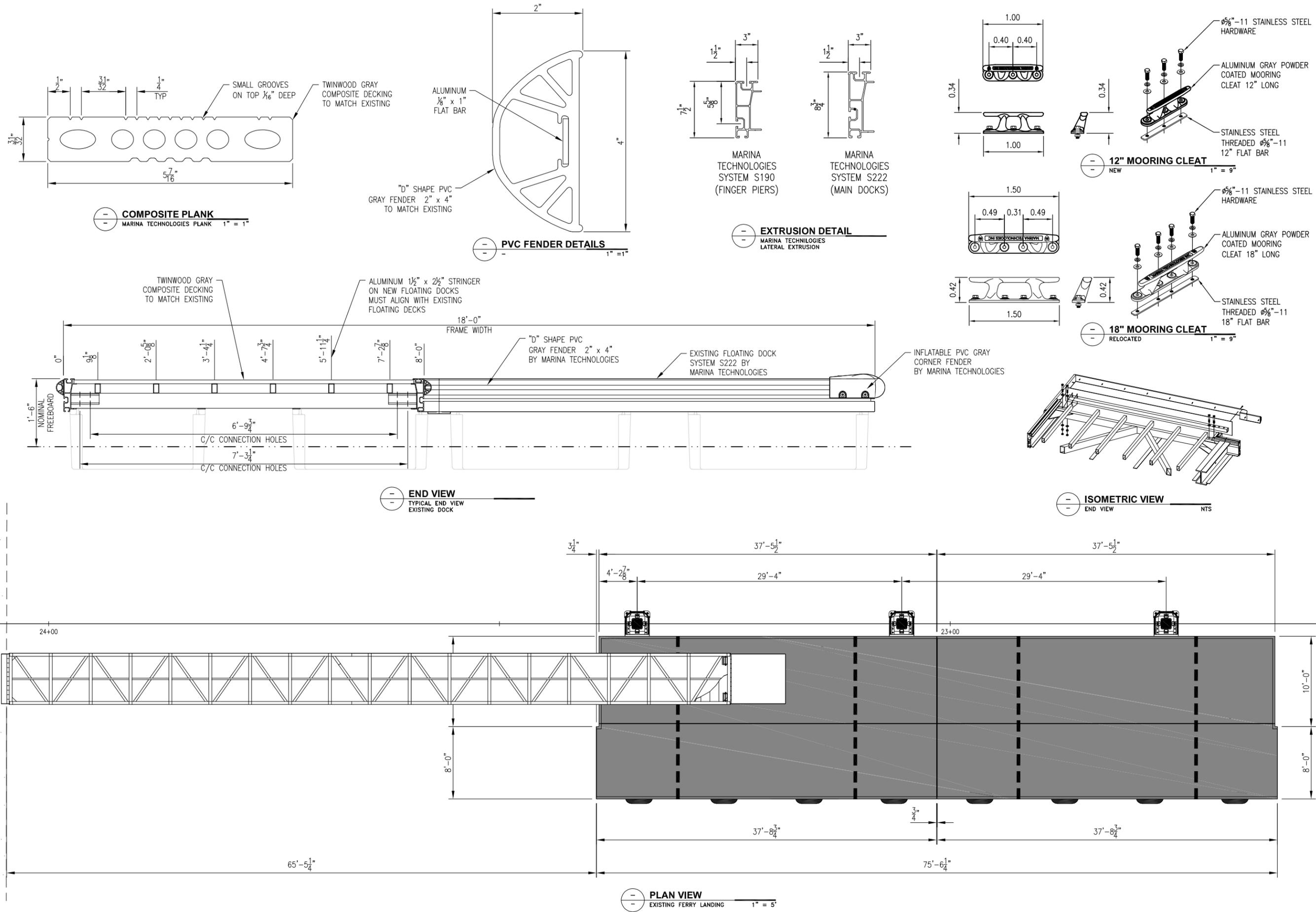
**COMMUNITY MARITIME  
 PARK DAY USE  
 MARINA DESIGN  
 PROJECT**

PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
29001.13				
DESIGNED BY: JJF				
DRAWN BY: RGG				
CHK'D BY: MDL				
PROJ. MGR: MDL				
DATE: JUNE 2021				

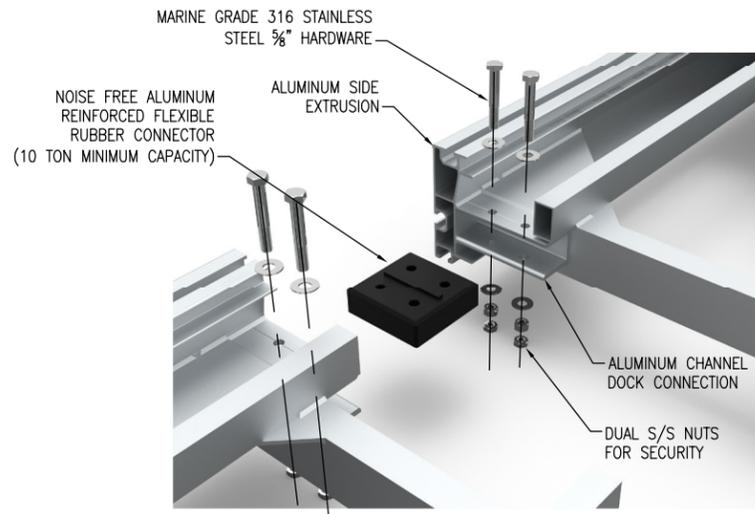
**SECTION E**

**C-108**

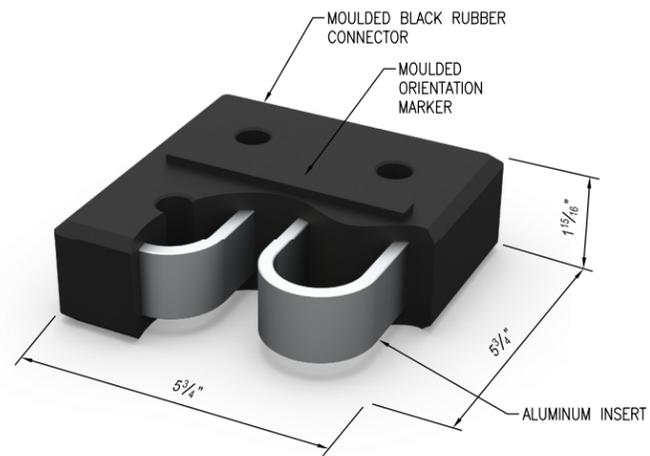




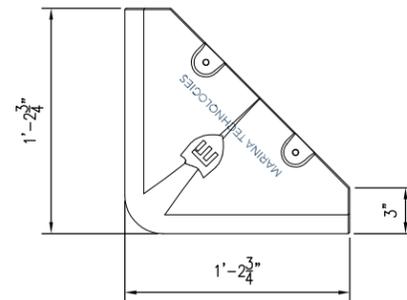
PROJECT NO:	DESIGNED BY:	CHK'D BY:	PROJ. MGR:	DATE:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
29001.13	JJF	MOL	MOL	JUNE 2021				



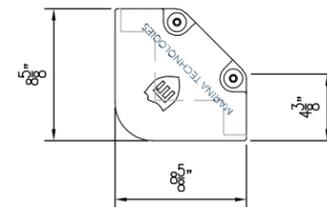
**DOCK CONNECTOR**  
TYPICAL DOCK CONNECTION  
BY MARINA TECHNOLOGIES



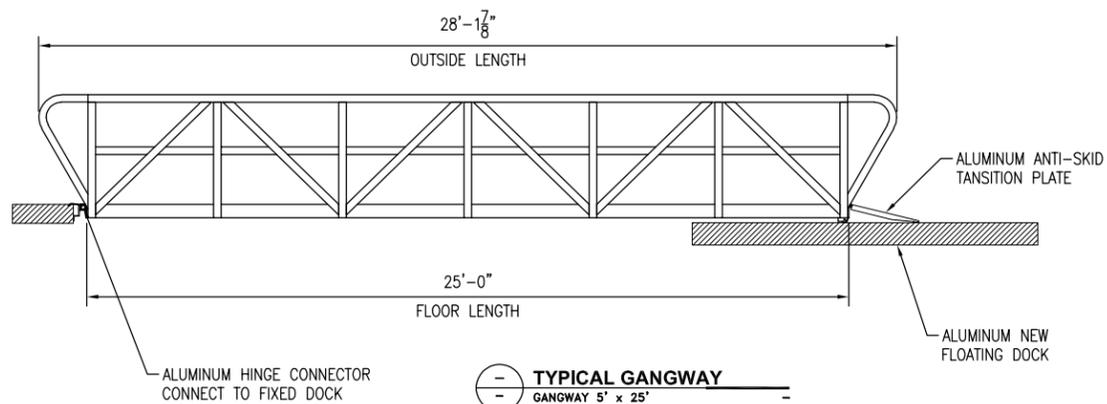
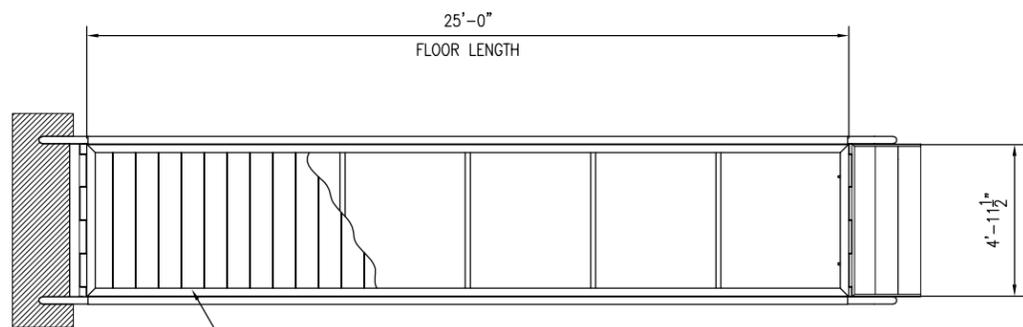
**REINFORCED RUBBER BLOCK**  
TYPICAL CONNECTOR DETAIL  
BY MARINA TECHNOLOGIES



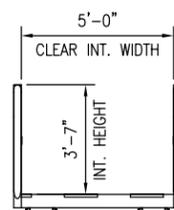
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INFLATABLE PVC CORNER FENDER  
BY MARINA TECHNOLOGIES



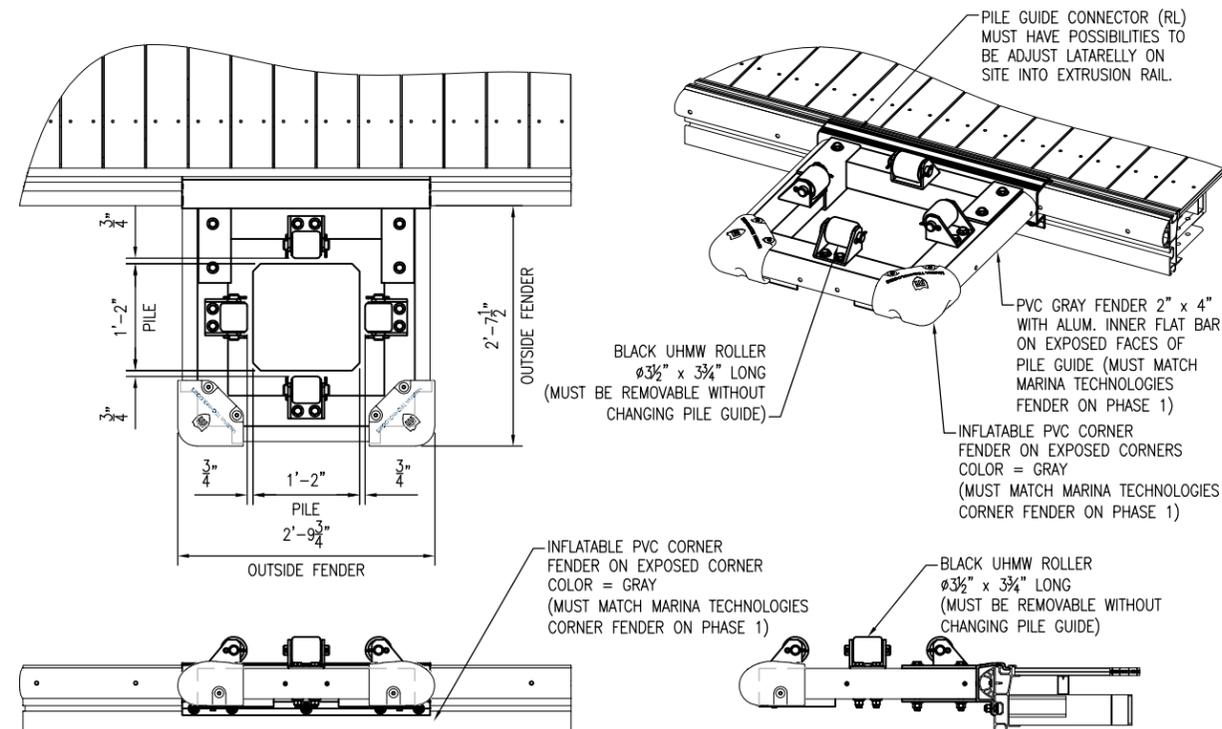
**FINGER CORNER FENDER**  
INFLATABLE PVC CORNER FENDER  
BY MARINA TECHNOLOGIES



**TYPICAL GANGWAY**  
GANGWAY 5' x 25'



**EXTERNAL PILE GUIDE**  
DESIGN AS PER  
MARINA TECHNOLOGIES

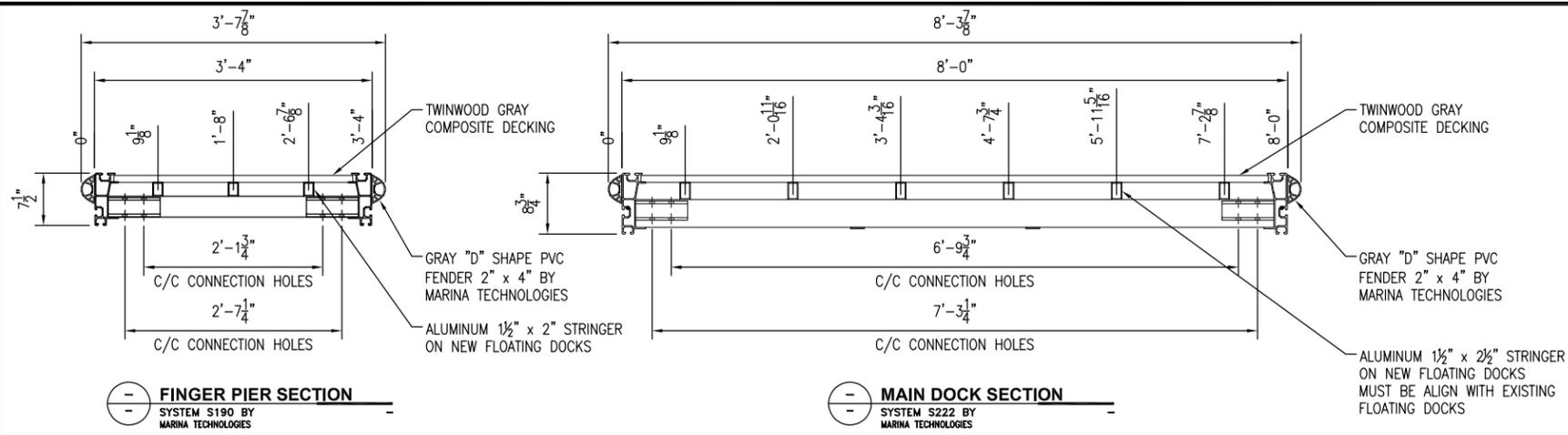


NO.	DATE	APPR.	REVISION/ACTION TAKEN

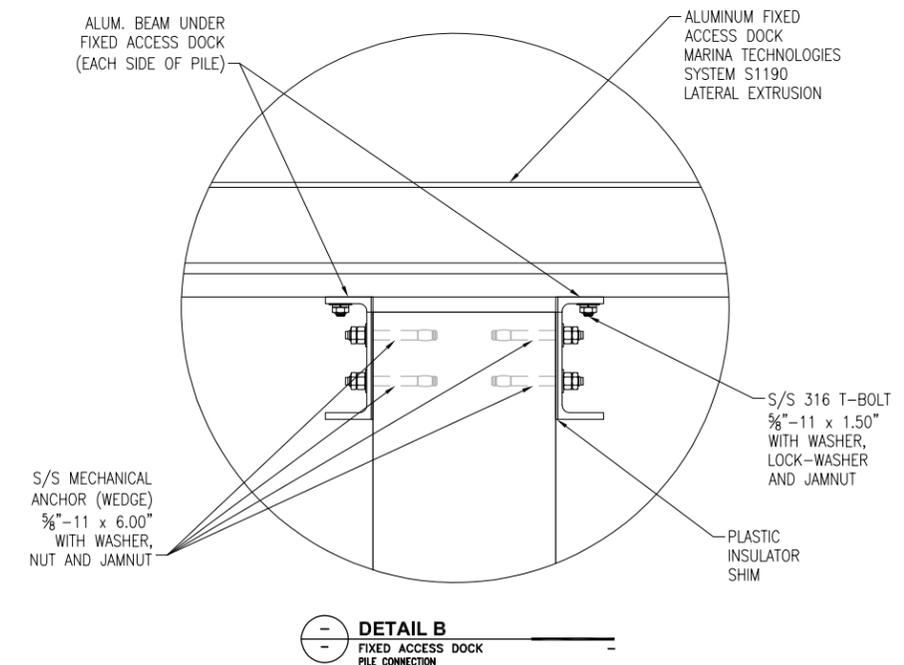
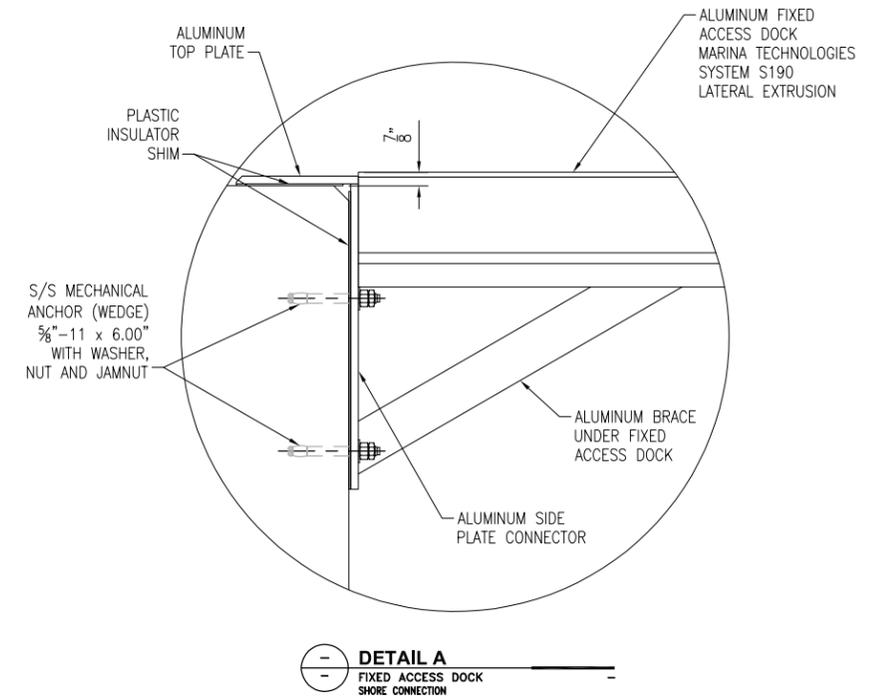
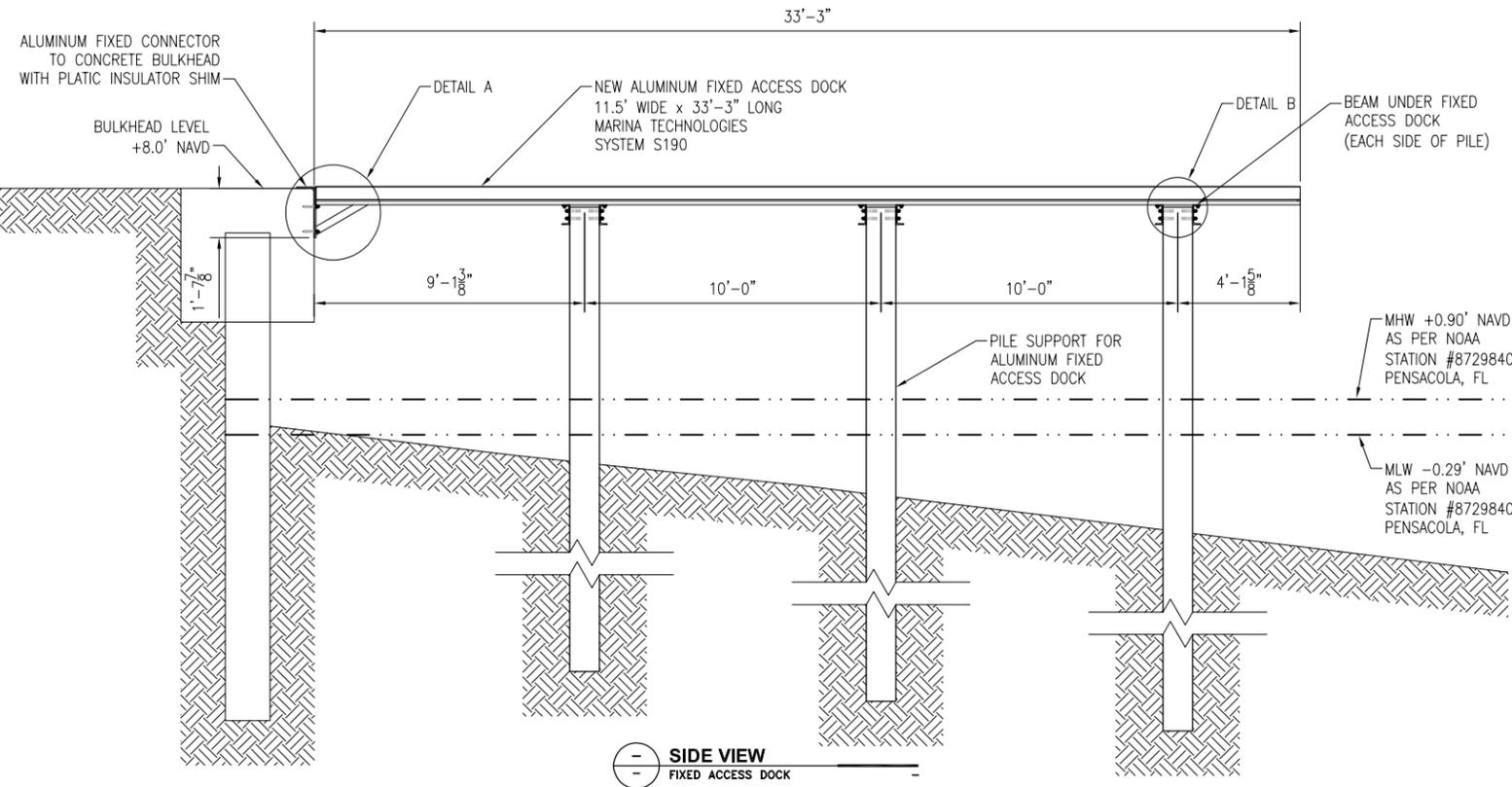
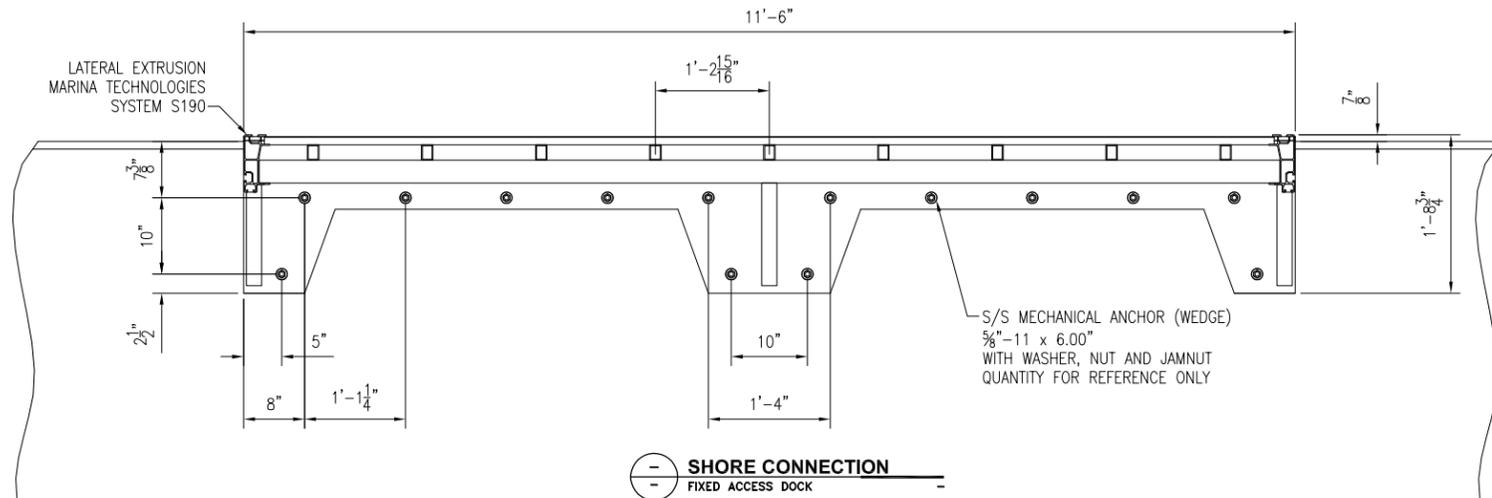
PROJECT NO:	29001.13
DESIGNED BY:	CB
DRAWN BY:	CB
CHK'D BY:	RM
PROJ. MGR:	MOL
DATE:	JUNE 2021

E:\DWC\290 29001.13 Marina\C-902-903 Dock Detail.dwg, Jun 23, 2021 - 8:09:35AM, rgeiger

E:\DWG\290 29001.13 Marina\C-902-903 Dock Detail.dwg, Jun 23, 2021 - 8:09:36AM, rgeiger



NOTE:  
FIXED ACCESS DOCK GUARDRAILS AND GANGWAYS ARE NOT SHOWN ON THIS DRAWING.



PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
29001.13				
DESIGNED BY: CB				
DRAWN BY: CB				
CHK'D BY: RM				
PROJ. MGR: MOL				
DATE: JUNE 2021				
NOT RELEASED FOR CONSTRUCTION BY _____ DATE _____				



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2022-008

City Council

1/20/2022

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### **ADD-ON LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

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

**RECOMMENDATION:**

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

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

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

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

**PRIOR ACTION:**

None

**FUNDING:**

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

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

**FINANCIAL IMPACT:**

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

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

1/6/2022

**STAFF CONTACT:**

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

**ATTACHMENTS:**

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

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-008**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. SPECIAL GRANTS FUND**

As Reads:	Federal Grants	2,140,408
Amended		
To Read:	Federal Grants	5,179,303
As Reads:	Capital Outlay	744,808
Amended		
To Read:	Capital Outlay	3,783,703

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**JANUARY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - COMMUNITY MARITIME PARK GRANT- RES NO. 2022-008**

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FUND	AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>		
Estimated Revenues		
Federal Grants	3,038,895	Increase appropriation for Federal Grants
Total Revenues	<u>3,038,895</u>	
Appropriations		
Capital Outlay	3,038,895	Increase appropriation for Capital Outlay
Total Appropriations	<u>3,038,895</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2022-005

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-005 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2022-005.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Law Enforcement Trust Fund was established by City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016 details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Department of Justice Guide to Equitable Sharing designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department is requesting \$5,000.00 to be appropriated from the Law Enforcement Trust Fund (LETF) for the purpose of donating to James B. Washington Education & Sports, Inc. The funds will be used to employ certified teaching professionals and/or instructors for the Academic Tutorial Program to teach core subjects: Reading, Math, Science and History and also conduct workshops pertaining to gang violence and crime prevention.

The funds will pay:

(2) tutors/instructors, 3 hours @ \$20.00 x 3 days = \$240.00 per week  
x 4 weeks = \$960.00 per month x 9 months = \$8,640.00

James B. Washington Education & Sports, Inc. (JBWES) is a community center that provides direct service to disadvantaged, at risk youth ranging in ages 6 to 16 year of age and their families, in the Pensacola area via our Academic Tutoring Program. The productivity of this program is crucial as

the causes of crime are complex. Poverty, parent neglect, low self-esteem, lack of programs and/or extracurricular activities and low educational attainment are precursors to crime and unsafe neighborhoods. Crime is a complex issue that stems from many sources; however, lack of education, generational poverty and the breakdown in the family structure play a prominent role in criminal activity.

Programs such as the Academic Tutorial Program undermine the environment of fear and hopelessness in which criminal behavior thrives and in neighborhoods in which the children we service reside. The children JBWES service are at a greater risk simply because of the circumstances in which they are born and live. Providing free educational programs for at-risk children and their families is a direct factor and avenue to regenerating impoverished neighborhoods. The youth become more disciplined, patient, moral and risk-averse which in turn helps to diminish criminal behavior and establish safer neighborhoods.

To date, this program has enhanced the academic performance of 90% of our youth and reduced the onset of risky behavior in approximately 75% of the male children we service, who are our primary focus. There is a general held belief that increasing the educational attainment, particularly of minority males improves the lives of these individuals and reduces the possibility of acts of crime.

The Tutorial Program is designed to help students with core subjects: Math, English, Science, and Social Studies to increase the number of students that graduate high school and enroll in college, a branch of the Armed Forces and/or a Vocational Trade and Workforce. JBWES currently use the XL software and Teacher Tutors to measure the student's academic progress from one 9 week period to the next to ensure that they are reading and writing on their prospective grade level or above as it correlates with the Escambia County District Calendar Semesters.

The Chief of Police has certified that this request complies with the statutory requirements of Florida Statute 932.7055 and that the funds appropriated will be used for the qualifying purpose(s) of safe neighborhood and crime prevention.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Adoption of the Supplemental Budget Resolution will appropriate the funds in the Law Enforcement Trust Funds for these purposes. There is no impact to the General Fund.

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

11/24/2021

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Eric Randall, Chief of Police

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2022-005
- 2) Supplemental Budget Explanation No. 2022-005
- 3) Letter of Certification
- 4) JBWES LETF Application

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-005**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. LAW ENFORCEMENT TRUST FUND**

	Fund Balance	5,000
As Reads:	Operating Expenses	46,990
Amended		
To Read:	Operating Expenses	51,990

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**JANUARY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2022-005**

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<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
<b>LAW ENFORCEMENT TRUST FUND</b>		
Fund Balance	<u>5,000</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>5,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>5,000</u>	

CITY OF PENSACOLA POLICE DEPARTMENT

Local Law Enforcement Trust Funds

Letter of Certification

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055, as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal

Item	Description of Requested Items	Amount
1	James B Washington Education & Sports, Inc.	\$5,000
Total Requested		<u>\$5,000</u>

  
Eric Randall, Chief of Police

12/22/21  
Date

# LETF SPONSORSHIP DOCUMENTS CHECK LIST

Business: James B. Washington Education & Sports, Inc. Program: Academic Tutoring Program/Summer Enrichment Life

Date Rec'd: 8/27/21

Skills Program

Complete?	Document	Comments/Notes
✓	Part I of Application	
✓	Part 2 of Application	
✓	Line Item Budget	
✓	Sunbiz Certification of Status	
✓	IRS Form 501 (c)(3)	
✓	IRS Form W-9	

Approve

Decline

Reviewed by:



Kevin Christman, Deputy Chief

Date



# PENSACOLA POLICE

COURTESY • INTEGRITY • PROFESSIONALISM

## PENSACOLA POLICE DEPARTMENT LAW ENFORCEMENT TRUST FUND (“LETF”) APPLICATION

The Pensacola Police Department (PPD) is pleased that we are able to benefit our community with the use of asset forfeiture funds by providing financial assistance to local nonprofit organizations that make a difference in our community. These funds are the result of civil forfeitures of assets (including cash) that have been seized as contraband linked to certain felony crimes and that meet the strict standards and statutory requirements by the seizing law enforcement agency. Once the civil forfeiture process is complete, the seized money is maintained in a Law Enforcement Trust Fund (LETF) and can only be used in accordance with the rules set forth in Florida Statutes, Section 932.701 - 932.707, called the “Florida Contraband Forfeiture Act (FCFA).” The provisions of the FCFA allows law enforcement agencies, such as PPD, to support projects and programs that strive to improve neighborhood safety, prevent crime, and provide drug abuse education and prevention within our Pensacola community.

Applications requesting funding may be a request to fund an entire project or may be a request to fund a particular piece of a larger project or program if that project or program meets the eligibility criteria set forth in the statutes described below.

Funding requests are subject to approval by the Chief of the Pensacola Police Department and the City Council, as well as funding availability.

### **Eligibility:**

To be considered for funding:

1. The project/program must meet the statutory criteria as to the use of LETF money and must fall into one of the following categories:

- Crime Prevention
- Drug Abuse and Prevention Program
- Safe Neighborhoods
- School Resource Officer
- Other Law Enforcement Purpose in Compliance with F.S. §932.7055(5)(a).

2. In order to be considered for submission, the following documents **MUST** be attached to the application at the time of submission.

- Part 1 of this application
- Part 2 of this application (including line item budget)
- Sunbiz Certification of Status
- IRS Form 501(c)(3)
- IRS Form W-9

3. If the application is approved and money for the project is awarded, applicants will have 90 days to complete Part 3 and return to the PPD. Part 3 provides statutorily required audit information of how the funds received were utilized along with a description of the outcomes of the project or program for which the funds were granted. This must include receipts where applicable, as well as documentation of expenses that account for exactly how the money was spent for the program or project for which it was requested. **Part 3 must be completed and returned within 90 days following the performance period of the project / program / event for which the LETF money was awarded. Failure to submit Part 3 in a timely manner may result in a demand for the funds granted to be returned and will result in a failure of the agency to be considered as a recipient for future LETF money.**



# PENSACOLA POLICE

COURTESY • INTEGRITY • PROFESSIONALISM

## PART 1

The person completing this application must have legal authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds.

Initial JW Applicant will keep clear and accurate records throughout the Program period so that the progress of the services rendered may be readily evaluated by PPD.

Initial JW I understand that a final report of activities and expenditures documented by receipts or other financial proof of expenditure of the Program must be submitted by Applicant on the report form (Part 3) to the PPD no later than 90 days of the end of the performance period.

Initial JW I understand that failure to comply with the reporting requirements in Part 3 may result in Applicant having to return LETF monies and will remove the applicant agency from future consideration to receive LETF monies.

Initial JW If Applicant's agency fails to use the funds in the manner described in this application, or if the project or program does not occur or is not completed in the same manner and in the performance period as described in the application, or is determined later to not be qualified to receive LETF monies; or if there was an untruthful statement made by Applicant within Application; or fails to provide the necessary reporting documents to the PPD, then all LETF monies disbursed to the Applicant must be returned to the PPD within ten (10) business days of the PPD's written demand for the same and Applicant will be ineligible for any further LETF disbursements.

Initial JW I understand that false statements or claims made in connection with this LETF application may result in fines, imprisonment, and/or any other remedy available by law.

I certify that I have the appropriate authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds. I also certify that the assurances provided are true and accurate to the best of my knowledge.

Applicant Agency Name: James B. Washington Education & Sports, Inc.

**James B. Washington**

Printed Name of Person Authorized to Complete this Application

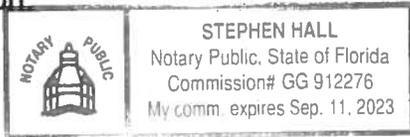
**Executive Director**

Title

James B. Washington  
Signature

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

SWORN TO AND SUBSCRIBED before me this 1 day of November, 2021, by (name of person making statement) who is personally known to me or has produced FLDL as identification



(Notary Seal)

NOTARY PUBLIC

[Signature]  
Signature of Notary

State of Florida at Large

My Commission Expires: Sept 11th, 2023

**PART 2**

**Section 1**

**APPLICANT INFORMATION**

<b>Name of Agency:</b>	James B. Washington Education & Sports, Inc.		
<b>Name of Program to receive funding from LETF:</b>	Academic Tutorial Program		
<b>Amount of LETF Funds Requested:</b>	5,000		
<b>Name/ Title of Contact:</b>	James B. Washington		
<b>Address:</b>	2020 N. Palafox Street	<b>Phone:</b>	850-291-9264
<b>City • Zip Code:</b>	32501	<b>Fax:</b>	
<b>Total Program Budget:</b>	5,000	<b>E-mail:</b>	info@jbweducationandsports.org
<b>Dates of Project/Program:</b>	9/7/2021 - 5/31/2022		

**Section 2**

**LETF CATEGORY**

(Place an "X" to the left of one program area for which you intend to apply):

<input checked="" type="checkbox"/>	<b>1. Crime Prevention</b>
<input type="checkbox"/>	<b>2. Drug Abuse Education and Prevention Programs</b>
<input checked="" type="checkbox"/>	<b>3. Safe Neighborhood</b>
<input type="checkbox"/>	<b>4. School Resource Officer</b>
<input type="checkbox"/>	<b>5. Other Law Enforcement Purpose in Compliance with F.S. §932.7055(5)(a)</b>

### Section 3

#### PROPOSED PROGRAM INFORMATION

a. What is the mission statement of your agency?

Our mission and allegiance at JBWES is committed to helping others elevate life by cultivating the youth and their families through education and positive activities to increase high school graduation rates, promote higher education, and decrease gang participation/criminal behavior and create safer neighborhoods.

b. How does your proposed project or program address the statutorily applicable LETF Category as marked in Part 2 , section 2 of this application?

James B. Washington Education & Sports, Inc. (JBWES) is a community center that provides direct service to disadvantaged, at-risk youth ranging in ages 6 to 16 and their families, in the Pensacola area via our Academic Tutoring Program. The productivity of this program is crucial as the causes of crime are complex. Poverty, parent neglect, low self-esteem, lack of programs and/or extracurricular activities and low educational attainment are precursors to crime and unsafe neighborhoods. Crime is a complex issue that stems from many sources; however, lack of education, generational poverty and the breakdown in the family structure play a prominent role in criminal activity.

Programs such as the Academic Tutorial Program undermine the environment of fear and hopelessness in which criminal behavior thrives and the neighborhoods in which the children we service reside. The children we service are at a greater risk simply because of the circumstances in which they are born and live. Providing free educational programs for at-risk children and their families is a direct factor and avenue to regenerating impoverished neighborhoods. The youth we service become more disciplined, patient, moral and risk-averse which in turn helps to diminish criminal behavior and establish safer neighborhoods.

c. Why is this funding needed (what community program does it address)? What data or information suggests this program will be beneficial to the residents of Pensacola?

JBWES requests support for the existing Academic Tutorial Program. To date, this program has enhanced the academic performance of 90% of our youth and reduced the onset of risky behavior in approximately 75% of the male children we service, whom are our primary focus. There is a general held belief that increasing the educational attainment, particularly of minority males improves the lives of these individuals and reduces the possibility of acts of crime.

Education is critical as it pertains to the productivity of ones' life. Programs such as the Academic Tutorial Program keep children off the street and provide structure which reduces the chance of risky behavior due to idle time, little to no supervision due to the latchkey concept and/or the influence of outside elements in the neighborhoods in which the children we service reside.

Community participation is crucial in reaching this goal and is necessary to bridge the gap between the youth and the ills of society. Funding is imperative to continue to provide refuge for the children and families we service. The current society lacks youth programs for disadvantaged youth which in turn festers boredom and allows the ills of society to have an impact whereas they can fall prey to criminal activity. Recent trends show that our youth are being recruited into gang violence as early as elementary school. As mentioned above, risk factors include but are not limited to, living in high crime areas, little to no supervision, unstructured free time, particularly during after-school hours, lack of positive role models, low self-esteem, a sense of hopelessness about the future due to limited education. Studies show that, closely monitoring a child and what they are doing, involving them in after school programs, athletics and community organizations, while educating them about the potential negative consequences of criminal behavior help to reduce criminal activity.

d. What is the specific time frame of dates that this program or project will be performed?

**ACADEMIC TUTORING PROGRAM**  
September 7, 2021 - May 31, 2022

- The Tutorial Program is designed to help students academically with the core subjects: Math, English, Science and Social Studies to increase the number of students that graduate high school and enroll in college, a branch of the Armed Forces and/or a Vocational Trade and Workforce. We currently use the IXL software and Teacher Tutors to measure the student's academic progress from one nine-week period to the next to ensure that they are reading and writing on their prospective grade level or above as it correlates with the Escambia County School District Calendar Semesters.

e. Describe in detail the program or project for which you are seeking LETF funds and specifically how the funds requested will be used. A specific breakdown of the funds must be included on the attached line item budget

The Funding from the LETF funds will be used to continue our efforts in our proactive measures to keep children safe and off the streets. Employing certified teaching professionals and/or instructors is crucial in the success of the Academic Tutorial Program as it relates to teaching and/or enhancing the core subjects: Reading, Math, Science and History and Gang Violence Workshops. Below is a breakdown of expenses; requested funding will be used towards these expenses.

Tutors/Instructors (2) 3 hours @ 20. x 3 days = 240. per week x 4 weeks = 960. per month x 9 months 8640.00

Supplies - Snacks - 1.00 x 50 children = 50 x 3 days = 150. per week x 4 weeks = 500. x 9 months 4500.00

Printing/Copying 600.00

TOTAL EXPENSES 13,740.00

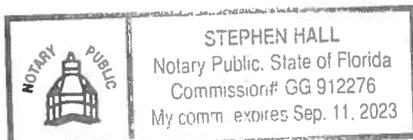
I certify that I have the appropriate authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds. I also certify that the assurances provided are true and accurate to the best of my knowledge.

OFFICIAL AUTHORIZED TO SIGN AND BIND APPLICANT AGENCY TO APPLICATION:

Signature: James B. Washington  
Print: James B. Washington  
Title: Executive Director

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

SWORN TO AND SUBSCRIBED before me this 17<sup>th</sup> day of November, 2021, by (name of person making statement) who is personally known to me or has produced FLDL as identification.



(Notary Seal)

NOTARY PUBLIC

[Signature]  
Signature of Notary

State of Florida at Large  
My Commission Expires: Sept 11<sup>th</sup>, 2023

## Total Program Line Item Budget

**LETF LINE ITEM BUDGET                      CALCULATION                      TOTAL AMOUNT**

**Program Expenses**

Personnel Costs/Salaries	\$	
Consultants and Professional Fees	\$ 8640.00 Teachers/Tutors	8640.00 Teachers/Tutors
Travel	\$	
Equipment	\$	
Supplies	\$	
Printing and Copying	\$ 600.00	600.00
Other (specify)	\$ 4500.00 (Snacks)	4500.00 (Snacks)
<b>Total Program Expenses</b>	<b>\$</b>	
	<b>LETF Request</b>	<b>\$ 5,000.00</b>
	<b>Total:</b>	<b>\$ 13740.00</b>

## TOTAL PROGRAM LINE ITEM BUDGET

### SECTION E

The Funding from the LETF funds will be used to continue our efforts in our proactive measures to keep children safe and off the streets, alleviate mischievous behavior and provide a foundation for success through our Academic Tutorial Program, which we believe contributes to safer neighborhoods and minimizes criminal behavior and activity.

#### ACADEMIC TUTORIAL PROGRAM (Partial Budget)

Tutors/Instructors (2) 3 hours @ 20. x 3 days = 240. per week x 4 weeks = 960. per month x 9 months	8640.00
Supplies - Snacks - 1.00 x 50 children = 50 x 3 days = 150. per week x 4 weeks = 500. x 9 months	4500.00
Printing/Copying	600.00
<b>TOTAL EXPENSES</b>	<b>13,740.00</b>

I certify that I have the appropriate authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds. I also certify that the assurances provided are true and accurate to the best of my knowledge.

Applicant Agency Name: James B. Washington Education & Sports, Inc.

**James B. Washington**

Printed Name of Person Authorized to Complete this Application

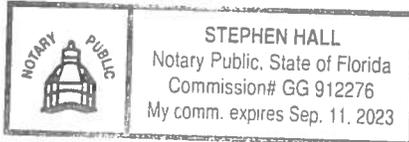
**Executive Director**

Title

James B. Washington  
Signature

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

SWORN TO AND SUBSCRIBED before me this 17<sup>th</sup> day of NOVEMBER, 2021, by (name of person making statement) who is personally known to me or has produced FLDL as identification.



(Notary Seal)

NOTARY PUBLIC

Stephen Hall  
Signature of Notary

State of Florida at Large

My Commission Expires: Sept 11<sup>th</sup>, 2023

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 25 2019**

JAMES B WASHINGTON SPOFTS &  
EDUCATION INC  
5764 JADE MOON CIR  
MILTON, FL 32533

Employer Identification Number:  
83-0799924  
DLN:  
17053247324008  
Contact Person:  
AMANDA L EGNER ID# 17269  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
July 25, 2018  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

JAMES B WASHINGTON SPORTS &

Sincerely,

*Stephen A. Merton*

Director, Exempt Organizations  
Rulings and Agreements

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>James B. Washington Education and Sports, Inc., 501c3</i>	
	<b>2</b> Business name/disregarded entity name, if different from above <i>(Same as line 1)</i>	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <i>2020 N. Palafix Street</i>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <i>Pensacola, Florida 32501</i>	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or									
Employer identification number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;">83</td> <td style="width: 25%; text-align: center;">-</td> <td style="width: 25%; text-align: center;">0799924</td> <td style="width: 25%;"></td> </tr> </table>	83	-	0799924						
83	-	0799924							

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>James B. Washington</i>	Date ▶ <i>9/16/2021</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**  
**COMMISSIONER NICOLE "NIKKI" FRIED**

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August 6, 2021

Refer To: CH56090

JAMES B. WASHINGTON EDUCATION & SPORTS, INC.  
5764 JADE MOON CIR  
MILTON, FL 32583-8582

RE: JAMES B. WASHINGTON EDUCATION & SPORTS, INC.  
REGISTRATION#: CH56090  
EXPIRATION DATE: August 6, 2022

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

Keith Steverson  
Consumer Service Analyst  
850-410-3833  
Fax: 850-410-3804  
E-mail: keith.steverson@fdacs.gov



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation

**JAMES B. WASHINGTON EDUCATION & SPORTS, INC.**

### Filing Information

<b>Document Number</b>	N18000008064
<b>FEI/EIN Number</b>	83-0799824
<b>Date Filed</b>	07/25/2018
<b>Effective Date</b>	07/25/2018
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

2020 N. Palafox  
Pensacola, FL 32501

Changed: 03/19/2020

### Mailing Address

5764 JADE MOON CIRCLE  
MILTON, FL 32583

### Registered Agent Name & Address

WASHINGTON, JAMES  
5764 JADE MOON CIRCLE  
MILTON, FL 32583

### Officer/Director Detail

#### **Name & Address**

**Title President**

WASHINGTON, JAMES Benjamin  
2720 Langford Commons Pl  
Atlanta, GA 30071

**Title VP**

GIBSON, RONALD  
9022 N. PALAFOX STREET  
PENSACOLA, FL 32553-

**Title T**

CAMPELL, WETLESS  
1221 E. LEONARD STREET  
PENSACOLA, FL 32503

Title S

WASHINGTON, SHELIA  
3557 CHERRY RIDGE BLVD  
DECATUR, GA 30034

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2019	03/25/2019
2020	03/19/2020
2021	03/09/2021

**Document Images**

<a href="#">03/09/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/19/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/25/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/25/2018 -- Domestic Non-Profit</a>	<a href="#">View image in PDF format</a>

**PART 3**

**POST PROJECT/PROGRAM EVALUATION**

**This evaluation is due no later than 90 days after the funding award.**

1. Describe how the project/program met each of its goals.

2. Describe how the project/program impacted crime prevention, neighborhood safety, drug abuse education, and/or drug prevention.

3. How many participants did the project/program serve? Please describe.

4. Provide a detailed accounting of how the award was spent referencing the Line Item Budget submitted in Part 2 of the application:

Description	Amount
<b>Total</b>	

**CERTIFICATION**

I possess the authority to certify that the funds awarded were used for purposes described in this evaluation. I understand that the Pensacola Police Department may require additional information including but not limited to receipts, program data, lesson plans, staff salary information, or any other supporting documentation to meet their obligations that the funds were spent appropriately.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2022-006

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-006 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT

**RECOMMENDATION:**

That the City Council adopt Supplemental Budget Resolution No. 2022-006.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Law Enforcement Trust Fund was established by City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016 details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Department of Justice Guide to Equitable Sharing designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department is requesting \$5,000.00 to be appropriated from the Law Enforcement Trust Fund (LETF) for the purpose of donating to The East Pensacola Student Athlete Program (EPSAP). The funds will help provide costs associated with the purchase of 125 youth baseball uniforms for the 2022 season for the East Pensacola Rattlers.

The EPSAP promotes crime prevention, drug prevention and safe neighborhood. The EPSAP also helps raise awareness for the youth in the program from ages 5-14 and teaches the youth about drug abuse, drugs and gang activity through sporting programs.

The EPSAP serves over 300+ inner city youth and is staffed by volunteers and parents. This program has a direct benefit to increasing safe neighborhoods and crime prevention by teaching commitment, character and courage as the youth work as a team to develop healthy relationships with those around them. The skills learned through baseball will help the team members to apply

these skills in school, home and in their community. Key skills such as communication, compromise and patience are the cornerstone to a healthy community versus anger or violence which creates unsafe neighborhoods.

The Chief of Police has certified that this request complies with the statutory requirements of Florida Statute 932.7055 and that the funds appropriated will be used for the qualifying purpose(s) of safe neighborhood and crime prevention.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Adoption of the Supplemental Budget Resolution will appropriate the funds in the Law Enforcement Trust Funds for these purposes. There is no impact to the General Fund.

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

11/24/2021

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Eric Randall, Chief of Police

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2022-006
- 2) Supplemental Budget Explanation No. 2022-006
- 3) Letter of Certification
- 4) East Pensacola Student Athlete Program (EPSAP)

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-006**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. LAW ENFORCEMENT TRUST FUND**

	Fund Balance	5,000
As Reads:	Operating Expenses	46,990
Amended		
To Read:	Operating Expenses	51,990

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**  
**JANUARY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2022-006**

FUND	AMOUNT	DESCRIPTION
<b>LAW ENFORCEMENT TRUST FUND</b>		
Fund Balance	<u>5,000</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>5,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>5,000</u>	

**CITY OF PENSACOLA POLICE DEPARTMENT**  
**Local Law Enforcement Trust Funds**  
**Letter of Certification**

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055, as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal

<u>Item</u>	<u>Description of Requested Items</u>	<u>Amount</u>
1	East Pensacola Student Athlete Program	\$5,000
Total Requested		<u>\$5,000</u>

  
Eric Randall, Chief of Police

12/22/21  
Date



# PENSACOLA POLICE

COURTESY • INTEGRITY • PROFESSIONALISM

## PENSACOLA POLICE DEPARTMENT LAW ENFORCEMENT TRUST FUND (“LETF”) APPLICATION

The Pensacola Police Department (PPD) is pleased that we are able to benefit our community with the use of asset forfeiture funds by providing financial assistance to local nonprofit organizations that make a difference in our community. These funds are the result of civil forfeitures of assets (including cash) that have been seized as contraband linked to certain felony crimes and that meet the strict standards and statutory requirements by the seizing law enforcement agency. Once the civil forfeiture process is complete, the seized money is maintained in a Law Enforcement Trust Fund (LETF) and can only be used in accordance with the rules set forth in Florida Statutes, Section 932.701 - 932.707, called the “Florida Contraband Forfeiture Act (FCFA).” The provisions of the FCFA allows law enforcement agencies, such as PPD, to support projects and programs that strive to improve neighborhood safety, prevent crime, and provide drug abuse education and prevention within our Pensacola community.

Applications requesting funding may be a request to fund an entire project or may be a request to fund a particular piece of a larger project or program if that project or program meets the eligibility criteria set forth in the statutes described below.

Funding requests are subject to approval by the Chief of the Pensacola Police Department and the City Council, as well as funding availability.

### **Eligibility:**

To be considered for funding:

1. The project/program must meet the statutory criteria as to the use of LETF money and must fall into one of the following categories:

- Crime Prevention
- Drug Abuse and Prevention Program
- Safe Neighborhoods
- School Resource Officer
- Other Law Enforcement Purpose in Compliance with F.S. §932.7055(5)(a).

2. In order to be considered for submission, the following documents **MUST** be attached to the application at the time of submission.

- Part 1 of this application
- Part 2 of this application (including line item budget)
- Sunbiz Certification of Status
- IRS Form 501(c)(3)
- IRS Form W-9

3. If the application is approved and money for the project is awarded, applicants will have 90 days to complete Part 3 and return to the PPD. Part 3 provides statutorily required audit information of how the funds received were utilized along with a description of the outcomes of the project or program for which the funds were granted. This must include receipts where applicable, as well as documentation of expenses that account for exactly how the money was spent for the program or project for which it was requested. **Part 3 must be completed and returned within 90 days following the performance period of the project / program / event for which the LETF money was awarded. Failure to submit Part 3 in a timely manner may result in a demand for the funds granted to be returned and will result in a failure of the agency to be considered as a recipient for future LETF money.**



# PENSACOLA POLICE

COURTESY • INTEGRITY • PROFESSIONALISM

## PART 1

The person completing this application must have legal authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds.

Initial Ac Applicant will keep clear and accurate records throughout the Program period so that the progress of the services rendered may be readily evaluated by PPD.

Initial Ac I understand that a final report of activities and expenditures documented by receipts or other financial proof of expenditure of the Program must be submitted by Applicant on the report form (Part 3) to the PPD no later than 90 days of the end of the performance period.

Initial Ac I understand that failure to comply with the reporting requirements in Part 3 may result in Applicant having to return LETF monies and will remove the applicant agency from future consideration to receive LETF monies.

Initial Ac If Applicant's agency fails to use the funds in the manner described in this application, or if the project or program does not occur or is not completed in the same manner and in the performance period as described in the application, or is determined later to not be qualified to receive LETF monies; or if there was an untruthful statement made by Applicant within Application; or fails to provide the necessary reporting documents to the PPD, then all LETF monies disbursed to the Applicant must be returned to the PPD within ten (10) business days of the PPD's written demand for the same and Applicant will be ineligible for any further LETF disbursements.

Initial Ac I understand that false statements or claims made in connection with this LETF application may result in fines, imprisonment, and/or any other remedy available by law.

I certify that I have the appropriate authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds. I also certify that the assurances provided are true and accurate to the best of my knowledge.

Applicant Agency Name: East Pensacola Student Athlete Program

Anthony Caldwell

Printed Name of Person Authorized to Complete this Application

President/ Ceo

Title

Anthony Caldwell  
Signature

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement) who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Sec. attached

Signature of Notary  
State of Florida at Large  
My Commission Expires:

(Notary Seal)

**FLORIDA SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT**  
FS 117.05(13) — Effective January 1, 2020

State of Florida }  
County of Escambia }

The foregoing instrument was acknowledged before me by means of

Physical Presence,

— OR —

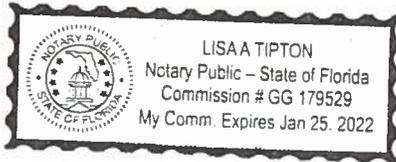
Online Notarization,

this 16<sup>th</sup> day of July, 2021, by  
Date Month Year

Deathera House  
Name of Person Acknowledging

Lisa Tipton  
Signature of Notary Public — State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped



Place Notary Seal Stamp Above

Personally known

Produced Identification

Type of Identification Produced: Florida

Drivers License

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: EPSAP Grant Application

Document Date: 7-16-2021 Number of Pages: 6

Signer(s) Other Than Named Above: \_\_\_\_\_

**PART 2**

**Section 1**

**APPLICANT INFORMATION**

<b>Name of Agency:</b>	East Pensacola Student Athlete Program		
<b>Name of Program to receive funding from LETF:</b>	Same		
<b>Amount of LETF Funds Requested:</b>	<del>10,000.00</del> \$5,000. <sup>00</sup> <i>1/12</i>		
<b>Name/ Title of Contact:</b>	Anthony Caldwell /President		
<b>Address:</b>	2400 Dr. Martin Luther King Dr	<b>Phone:</b>	850-390-0180
<b>City • Zip Code:</b>	Pensacola 32503	<b>Fax:</b>	
<b>Total Program Budget:</b>	40119.16	<b>E-mail:</b>	Epsap@yahoo.com
<b>Dates of Project/Program:</b>	1/8/2022		

**Section 2**

**LETF CATEGORY**

(Place an "X" to the left of one program area for which you intend to apply):

<input checked="" type="checkbox"/>	<b>1. Crime Prevention</b>
<input checked="" type="checkbox"/>	<b>2. Drug Abuse Education and Prevention Programs</b>
<input checked="" type="checkbox"/>	<b>3. Safe Neighborhood</b>
<input type="checkbox"/>	<b>4. School Resource Officer</b>
<input type="checkbox"/>	<b>5. Other Law Enforcement Purpose in Compliance with F.S. §932.7055(5)(a)</b>

### Section 3

#### PROPOSED PROGRAM INFORMATION

a. What is the mission statement of your agency?

The East Pensacola Student Athlete Program Inc (EPSAP) is a Florida nonprofit corporation that provides remedial education and athlete opportunities to underprivileged youth in the Pensacola Community, Escambia County, Florida by engaging in or supporting activities to prevent juvenile delinquency, dependency, school dropout, teenage pregnancy, and to promote continued education and good citizenship

b. How does your proposed project or program address the statutorily applicable LETF Category as marked in Part 2 , section 2 of this application?

(Epsap) promotes crime prevention, drug prevention and safe neighborhood. (Epsap) helps raise awareness for the youth in our program from ages 5-14. One way is we teach our youth about abuse, drugs and gang activity. We offer several sporting programs for the youth to help promote crime prevention. Also, we partner with several non profit programs to come and speak with youth about guns, drugs and safe neighborhood. Finally we host several events to promote our youth and local law enforcements in building community trust.

c. Why is this funding needed (what community program does it address)? What data or information suggests this program will be beneficial to the residents of Pensacola?

EPSAP serves over 300+ inner city youth. Our community is staffed by volunteers and parents. This program has a direct benefit to increasing safe neighborhoods and crime prevention by through teaching commitment, character and courage as they work as a team to develop healthy relationships with those around them. The skills learned through baseball will help the team members use these skills in school, home and in their community. Key skills such as communication, compromise and patience are the cornerstone to a healthy community versus anger or violence which creates unsafe neighborhoods.

d. What is the specific time frame of dates that this program or project will be performed?

The baseball program is a team sport that begins in January 2022 and ends in the month of May 2022. As part of this program EPSAP is requesting LETF funding to purchase the required baseball uniforms for the youth involved in this program. This program has a direct benefit to increasing safe neighborhoods and crime prevention by through teaching commitment, character and courage as they work as a team to develop healthy relationships with those around them. The skills learned through baseball will help the team members use these skills in school, home and in their community. Key skills such as communication, compromise and patience are the cornerstone to a healthy community versus anger or violence which creates unsafe neighborhoods.

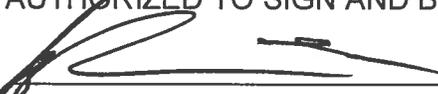
- e. Describe in detail the program or project for which you are seeking LETF funds and specifically how the funds requested will be used. A specific breakdown of the funds must be included on the attached line item budget

This program has a direct benefit to increasing safe neighborhoods and crime prevention by through teaching commitment, character and courage as they work as a team to develop healthy relationships with those around them. The skills learned through baseball will help the team members use these skills in school, home and in their community. Key skills such as communication, compromise and patience are the cornerstone to a healthy community versus anger or violence which creates unsafe neighborhoods.

This funding will be used to purchase 125 youth baseball uniforms at \$5,000 for the 2022 season for the East Pensacola Rattlers.

I certify that I have the appropriate authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds. I also certify that the assurances provided are true and accurate to the best of my knowledge.

OFFICIAL AUTHORIZED TO SIGN AND BIND APPLICANT AGENCY TO APPLICATION:

Signature:  \_\_\_\_\_

Print: **Anthony Caldwell** \_\_\_\_\_

Title: **President/CEO** \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement) who is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)

NOTARY PUBLIC

*See Attached* \_\_\_\_\_

Signature of Notary  
State of Florida at Large  
My Commission Expires:

**FLORIDA JURAT**

FS 117.05(13) — Effective January 1, 2020

State of Florida

County of Escambia }

Sworn to (or affirmed) and subscribed before me by means of

Physical Presence,

— OR —

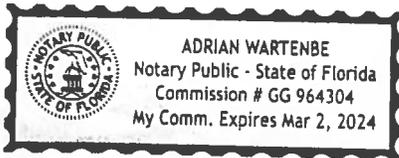
Online Notarization,

this 22 day of July, 2021, by  
Day Month Year

Anthony T Caldwell  
Name of Person Swearing or Affirming

Adrian Wartenbe  
Signature of Notary Public — State of Florida

Adrian Wartenbe  
Name of Notary Typed, Printed or Stamped



Place Notary Seal Stamp Above

Personally Known

Produced Identification

Type of Identification Produced: FL CDL  
C.434-018-83-218-0

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Law Enforcement Trust Fund Application

Document Date: N/A Number of Pages: 11

Signer(s) Other Than Named Above: None

### Total Program Line Item Budget

LETF LINE ITEM BUDGET	CALCULATION	TOTAL AMOUNT
-----------------------	-------------	--------------

Program Expenses

Personnel Costs/Salaries	\$ 0	
Consultants and Professional Fees	\$ 0	
Travel	\$ 0	
Equipment	\$ 1200.00	1200.00
Supplies/Uniforms	\$ 6480.00	6480.00
Printing and Copying	\$	
Other (specify) League Fees	\$ 5000.00	5000.00
Banquets		
<b>Total Program Expenses</b>	<b>\$ 12680.00</b>	<b>12680.00</b>
	<b>LETF Request</b>	<b>\$ <del>10000.00</del></b>
		<b>\$5,000.00</b>
	<b>Total:</b>	<b>\$</b>

*(150 x \$40.00) See Invoice attached*

*per*



# WARRINGTON YOUTH SPORTS

Invoice

**Invoice No:** 433  
**Date:** 10/13/2021  
**Terms:** NET 0  
**Due Date:** 10/13/2021

PO Box 4564 Pensacola ,FL 32507  
(850) 857-8795  
Warringtonyouthsports@gmail.com  
www.warringtonsports.com  
Custom sports wear,awards and sports equipment

**Bill To:** East Pensacola Rattlers  
Epsap@yahoo.com

Description	Quantity	Rate	Amount
Baseball Uniforms	150	\$40.00	\$6,000.00
		<b>Parts Subtotal</b>	\$6,000.00

Please make payment to:  
Bank Account Number: 40630134891234861  
Routing Number: 121000248

Subtotal **\$6,000.00**  
TAX 8% **\$480.00**  
Total **\$6,480.00**  
PAID **\$0.00**

**BALANCE DUE \$6,480.00**



**PART 3**

**POST PROJECT/PROGRAM EVALUATION**

**This evaluation is due no later than 90 days after the funding award.**

1. Describe how the project/program met each of its goals.

2. Describe how the project/program impacted crime prevention, neighborhood safety, drug abuse education, and/or drug prevention.

3. How many participants did the project/program serve? Please describe.

4. Provide a detailed accounting of how the award was spent referencing the Line Item Budget submitted in Part 2 of the application:

Description	Amount
Total	

### CERTIFICATION

I possess the authority to certify that the funds awarded were used for purposes described in this evaluation. I understand that the Pensacola Police Department may require additional information including but not limited to receipts, program data, lesson plans, staff salary information, or any other supporting documentation to meet their obligations that the funds were spent appropriately.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness



## Consumer's Certificate of Exemption

DR-14  
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8017594455C-9	08/14/2018	08/31/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

EAST PENSACOLA STUDENT ATHLETE PROGRAM I  
NC  
1290 TATE RD  
CANTONMENT FL 32533-6463

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation

EAST PENSACOLA STUDENT ATHLETE PROGRAM, INC.

### Filing Information

<b>Document Number</b>	N18000001506
<b>FEI/EIN Number</b>	82-4532903
<b>Date Filed</b>	02/09/2018
<b>Effective Date</b>	02/05/2018
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	07/23/2018
<b>Event Effective Date</b>	NONE

### Principal Address

1290 TATE ROAD  
CANTONMENT, FL 32533

### Mailing Address

1290 TATE ROAD  
CANTONMENT, FL 32533

### Registered Agent Name & Address

ALLBRITTON, JOHN L  
1290 TATE ROAD  
CANTONMENT, FL 32533

### Officer/Director Detail

#### **Name & Address**

Title P

MCAWAY, HENRY L, III  
381 GAMARRA ROAD  
PENSACOLA, FLORIDA, FL 32503

Title CEO

CALDWELL, ANTHONY  
711 VENDEE LN  
PENSACOLA, FL 32505

Title S

FORBES, DEATHERA  
6440 MARIANA DRIVE  
PENSACOLA, FL 32504

Title T

STOKES, CLARENCE H, JR.  
P.O. BOX 9732  
PENSACOLA, FL 32513

Title M

GARRICK, ROBINSON  
7619 BROOK FOREST DR  
PENSACOLA, FL 32514

Title M

BROWN, DENNIS  
8475 LOFTON DR.  
PENSACOLA, FL 32514

Title VP

ALLBRITTON, JOHN  
1290 TATE ROAD  
CANTONMENT, FL 21514

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2019	01/13/2019
2020	03/08/2020
2021	01/13/2021

**Document Images**

<a href="#">01/13/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/08/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/13/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/23/2018 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/09/2018 -- Domestic Non-Profit</a>	<a href="#">View image in PDF format</a>

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 07 2018 .

EAST PENSACOLA STUDENT ATHLETE  
PROGRAM INC  
1290 TATE ROAD  
CANTONMENT, FL 32533-0000

Employer Identification Number:  
82-4532903  
DLN:  
26053611002118  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a) (2)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
February 05, 2018  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>East Pensacola Student Athlete Program</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input checked="" type="checkbox"/> Other (see Instructions) ▶ <b>Nonprofit corporation exempt under IRS Code Section 501(C)(3)</b>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>1290 Tate Road</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Cantonment, FL 32533</b>	
<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
8	2		-	4	5	3	2	9	0	3

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>11/13/2020</u>
------------------	----------------------------	--------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00035

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

AWARD OF BID #21-046 CECIL T. HUNTER POOL FACILITY REPLACEMENT PROJECT

**RECOMMENDATION:**

That City Council award Bid #21-046 Cecil T. Hunter Pool Facility Replacement Project to Emerald Coast Constructors, Inc., of Pensacola Florida, the lowest and most responsible bidder with a base bid of \$1,530,000.00 plus a 10% contingency in the amount of \$153,000.00 for a total amount of \$1,683,000.00. Further, that City Council authorize the Mayor to execute the contract and take all action necessary to complete the project. Finally, that City Council adopt a supplemental budget resolution appropriating additional funding for the project.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Invitation to Bid No. 21-046 was issued for the replacement and renovation to the existing pool house located at 200 West Blount Street. This project primarily includes pool facility replacement and renovation. The existing pool house located at 200 West Blount Street will be demolished, leaving only the northeast portion of the building that houses the pool pump and filter equipment. The remaining will be enclosed with a new roof, wall, and access stairs. The existing porch and tent structure will also be demolished. A new 2,065 square foot facility will consist of an office, restrooms, showers, and mechanical/electrical spaces that will be constructed on the site of the demolished building and tent. Concrete pool deck will be added or replaced between the new facility and the south end of the pool. The circular driveway on Blount Street will be removed and replaced with a sodded slope and sidewalk connection. The bids received exceeded the project estimates and budget. Therefore, it is being requested that City Council appropriate an additional \$982,900.00 for the construction of this project. The additional funding will come from the following various sources:

City Council is being requested adopt to supplemental budget resolution transferring funds from the following LOST IV Park Improvement Projects:

Camelot Park \$25,000.00, Dunmire Park \$25,000.00, Jim Allen Park \$50,000.00, Woodcliff Park \$85,000.00, General Parks Improvement \$23,300.00, and Park Sidewalk Improvements \$25,000.00. Moved up from Fiscal Year 2028 for a total amount of \$233,300.00.

Cobb Center \$30,000.00, Cordova Square \$25,000.00, Miralla Park \$30,000.00, Toledo Square \$25,000.00, General Parks Improvement \$13,600.00, and Park Sidewalk Improvements \$25,000.00. Moved up from Fiscal Year 2029 for a total amount of 148,600.00.

In addition, City Council is being requested to adopt supplemental budget resolution transferring funds from LOST Capital Equipment Reserves in the amount of \$351,000.00.

Furthermore, there is \$250,000 within the ARPA Fund for the Cecil T. Hunter Swimming Pool. In an effort to keep the entire funding for the Cecil T. Hunter Swimming Pool within the LOST Fund, it is requested that the LOST funding for the Skate Park be transferred to the Cecil T. Hunter Swimming Pool project and then within the ARPA Fund, the \$250,000 identified for the Cecil T. Hunter Swimming Pool to be shifted to the Skate Park ensuring the same amount of overall funding for the Skate Park remains unchanged.

**PRIOR ACTION:**

None

**FUNDING:**

Budget:	\$ 923,660.00	LOST IV Cecil T Hunter Pool
	250,000.00	LOST IV Skate Park
	351,000.00	LOST IV Capital Equipment Reserves
	<u>381,900.00</u>	Combined FY28/29 LOST IV Park Improvements
	<u>\$ 1,906,560.00</u>	
Actual:	\$ 1,530,000.00	Construction Contract
	153,000.00	10% Contingency
	213,650.00	A/E Services
	4,561.58	Engineering Design
	<u>5,000.00</u>	Misc.
	<u>\$ 1,906,211.58</u>	

**FINANCIAL IMPACT:**

Adoption of the Supplemental Budget Resolution will appropriate the funds in the LOST IV account for the Cecil T. Hunter Pool. Currently, the total budget for this project is \$923,660.00. To date, \$218,312.17 has been encumbered or expended, leaving a balance of \$705,347.79 which is projected to be insufficient to cover the remaining items that have yet to be completed/expended. Upon City Council's approval to appropriate an additional \$982,900.00 for this project from LOST IV, the remaining balance of \$1,688,247.83 is projected to be sufficient to cover the remaining items for this project.

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

1/10/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Brian Cooper, Parks & Recreation Director

**ATTACHMENTS:**

- 1) Bid Tabulation, Bid No. 21-046
- 2) Final Vendor Reference List, Bid No. 21-046
- 3) Supplemental Budget Resolution No. 2022-009
- 4) Supplemental Budget Explanation No. 2022-009

**PRESENTATION:** No

**TABULATION OF BIDS**

BID NO: 21-046  
 TITLE: CECIL T. HUNTER POOL FACILITY REPLACEMENT

SUBMITTALS DUE: November 23, 2021, 2:30 P.M. DEPARTMENT: Parks & Recreation	EMERALD COAST CONSTRUCTORS, INC. Pensacola, FL	BEAR GENERAL CONTRACTORS, LLC Pensacola, FL	WHITESELL-GREEN, INC. Pensacola, FL
Base Bid	\$1,530,000.00	\$1,557,000.00	\$1,580,000.00
Add. Alternate One (unit rates)			
a. Cost - CY/excavation	\$8.00	\$85.28	\$5.00
b. Cost - CY/backfill (off-site)	\$18.00	\$85.28	\$12.00
c. Cost - CY/backfill (on-site)	\$9.00	\$62.54	\$4.00
MWBE Goal 5%	5.2%	6.9%	0%

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**FINAL VENDOR REFERENCE LIST  
CECIL T. HUNTER POOL FACILITY REPLACEMENT  
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
049644	A CUT ABOVE TREE CARE & LANDSCAPE INC	1834 ESCAMBIA AVE	PENSACOLA	FL	32503	Y
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
071244	ADSYNC TECHNOLOGIES, INC	201 SOUTH F STREET	PENSACOLA	FL	32502	Y
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
068969	ALEXANDER CARL SELMON DBA ACSIII	5443 BYRON ST APT C	MILTON	FL	32570	
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
048047	ARTMAN PAUL D. DBA ARTMAN'S LANDSCAPING LLC	1041 E MAXWELL ST	PENSACOLA	FL	32503	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
068571	B&W UTILITIES INC	1610 SUCCESS DRIVE	CANTONMENT	FL	32533	
051095	BAIRD, JACQUELINE SUZANNE DBA SOUTHERN BOTANICALS	1111 EAST HERNANDEZ STREET	PENSACOLA	FL	32503	
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	
081043	BCK SPECUALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
044591	BENTLEY, SHIRLEY S DBA THE GRASS COMPANY	7939 HEIRLOOM DRIVE	PENSACOLA	FL	32514	Y
065014	BIG ORANGE ENT LLC DBA ESCAPE LANDSCAPING AND LAWN CARE	704 THORNWOOD PLACE	PENSACOLA	FL	32514	Y
070400	BIG SKY UNDERGROUND LLC	2172 W NINE MILE ROAD	PENSACOLA	FL	32534	
038068	BIGGS GREEN CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591	Y
063759	BILL MCBRIDE CONSTRUCTION LLC	320 WEST LLOYD STREET	PENSACOLA	FL	32501	Y
051492	BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
074458	BLUE SKY LANDSCAPES LLC	6847 N 9TH AVE SUITE A #342	PENSACOLA	FL	32504	Y
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
065158	BOSS LADY CONCRETE CO LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	Y
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
042045	CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
024722	COASTAL REEF BUILDERS INC	40 AUDUSSON AVENUE	PENSACOLA	FL	32507	Y
000057	COMMUNICATIONS ENGINEERING SERVICES	P O BOX 17148	PENSACOLA	FL	32522	
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
066704	CYBER 1 SYSTEMS LLC	3245 W FAIRFIELD DRIVE	PENSACOLA	FL	32505	Y
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
032692	DECKS N SUCH MARINE INC	PO BOX 327	FT WALTON BEACH	FL	32549	
066983	DEMOLITION PROS LLC	366-B AIRPORT BLVD	PENSACOLA	FL	32503	Y
034032	DESIGNSCAPES OF NORTHWEST FLORIDA LLC	466 MIRACLE STRIP PARKWAY	MARY ESTHER	FL	32569	
062631	DOMINGUEZ DESIGN BUILD INC	4340 DEVEREUX DRIVE	PENSACOLA	FL	32504	Y
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y

**FINAL VENDOR REFERENCE LIST  
CECIL T. HUNTER POOL FACILITY REPLACEMENT  
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
075611	ELITE RETAIL	111 BEVERLY PARKWAY STE B	PENSACOLA	FL	32505	
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
062947	EMERALD COAST GRASS COMPANY	8917 BURNING TREE ROAD	PENSACOLA	FL	32514	
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
003282	EXECUTIVE LANDSCAPING INC	P O BOX 11487	PENSACOLA	FL	32524	
049143	FIS OUTDOORS	2810 COPTER ROAD	PENSACOLA	FL	32514	
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
067563	FOUR C'S LANDSCAPING SVCS INC DBA ALTMAN LANDSCAPING	410 DOLPHIN STREET	GULF BREEZE	FL	32561	
039109	FRANK KELLY INDUSTRIAL SALES	744 E BURGESS RD A105	PENSACOLA	FL	32504	Y
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
062339	GQS ENTERPRISE LLC	833 HORSEMEN'S PATH	CANTONMENT	FL	32533	Y
074076	GRAY SERVICE PAVERS CO INC	8121 LILLIAN HWY LOT 90	PENSACOLA	FL	32506	
047139	GREEN PROCEDURES INC	2629 HWY 29 SOUTH	CANTONMENT	FL	32533	Y
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
063457	GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
081690	GULF MARINE CONSTRUCTION, INC	1232 N PACE BLVD	PENSACOLA	FL	32505	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
080650	HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
048956	HERBERTS HOME & BUSINESS MAINTENANCE LLC	1713 LEPLLEY ROAD	PENSACOLA	FL	32534	Y
052866	HEWES & COMPANY LLC	251 AMBER STREET	PENSACOLA	FL	32503	Y
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
079562	J GREEN CONSTRUCTION SVCS INC	1206 NORTH PALAFOX STREET	PENSACOLA	FL	32501	
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y
002026	JACK MOORE & CO INC	P O BOX 37010	PENSACOLA	FL	32526	
067491	JACKSON, EDDIE L DBA FAMILY LANDSCAPING	P O BOX 3670	PENSACOLA	FL	32516	Y
046528	JAMES T WHITE JR DBA UNIVERSAL SPRINKLER & LANDSCAPING INC	726B MARY AVENUE	FL WALTON BEACH	FL	32547	
082548	JOHNSON ELECTRIC	5717 NORTH W STREET	PENSACOLA	FL	32505	
034691	JOHNSON SEPTIC TANK	10050 SOUTH HWY 97-A	WALNUT HILL	FL	32568	Y
053161	JONBUILT INC	PO BOX 5482	NAVARRE BEACH	FL	32566	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
061665	JOY GORDON CONSTRUCTION LLC	3178 GATEWAY LANE UNIT A	CANTONMENT	FL	32533	Y

**FINAL VENDOR REFERENCE LIST  
 CECIL T. HUNTER POOL FACILITY REPLACEMENT  
 PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
032824	KENNETH HORNE & ASSOCIATES	7201 NORTH 9TH AVENUE SUITE 6	PENSACOLA	FL	32504	Y
064730	KNIGHT LANDSCAPE CONCEPTS INC	1090 DAFFIN ROAD	MOLINO	FL	32577	Y
055564	L & L BACKFLOW INC DBA L & L UTILITIES INC	115 MCLAUGHLIN ROAD	MILTON	FL	32570	
058490	LAWN PROZ	3241 COPPER RIDGE CIRCLE	CANTONMENT	FL	32533	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	Y
039164	LOFTIS MARINE DIVISION INC	7150 CLEARWOOD ROAD	PENSACOLA	FL	32526	Y
081795	LYNN, STEVEN W MCCULLOUGH AND SON	1104 FRETZ STREET	PENSACOLA	FL	32534	
058801	M & H CONSTRUCTION SVCS INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
069799	MAVERICK DEMOLITION OF NW FLORIDA INC	2355 SUMMIT BLVD	PENSACOLA	FL	32503	
062549	MCCORMICK, FRANK DBA MCCORMICK CONST & MGMT LLC	1153 LIONSGATE LANE	GULF BREEZE	FL	32563	
070661	MCDALT, LLC	4675 BALMORAL DRIVE	PENSACOLA	FL	32504	Y
060078	MCGARVEY ENTERPRISES NWFL	7128 CHAPEL STREET	PENSACOLA	FL	32504	Y
057159	METROPOWER INC	1306 EAST CERVANTES ST	PENSACOLA	FL	32501	
073522	MOORE BETTER CONTRACTORS, INC	1721 EAST CERVANTES STREET	PENSACOLA	FL	32501	Y
049107	MORGAN CONTRACTING INC	6575 HIGHWAY 189 NORTH	BAKER	FL	32531	
022368	MOTES, MIKE DBA MIKE MOTES MOTES CONSTRUCTION INC	4164 HUCKLEBERRY FINN ROAD	MILTON	FL	32583	
021405	MURPHY FARMS INC	5225 W SPENCERFIELD ROAD	PACE	FL	32571	
073690	NETWORK CABLING SERVICES INC	3720 NORTH PACE BLVD	PENSACOLA	FL	32505	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
001823	NWF CONTRACTORS INC	P O BOX 1718	FORT WALTON BEACH	FL	32549	
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
058953	PARSCO LLC	700 N DEVILLIERS STREET	PENSACOLA	FL	32501	Y
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	
057077	PAYNE,JEREMY JOEL DBA CUT-IN-UP	8917 BURNING TREE RD	PENSACOLA	FL	32514	
070765	PEN GULF INC	PO BOX 12916	PENSACOLA	FL	32591	Y
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
067916	PENSACOLA MARINE CONSTRUCTION INC	2207 LIBERTY LOOP ROAD	CANTONMENT	FL	32533	Y
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
068488	PRO CONSTRUCTION LLC DBA COMPLETE DKI	511 WYNNEHURST STREET	PENSACOLA	FL	32503	Y
032618	QUALITY CABLE & FIBER SERVICES MANAGEMENT GROUP INC	3326 NORTH W ST	PENSACOLA	FL	32505	
021834	R & L PRODUCTS INC	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
052760	REED, HEATHER DBA ECOLOGICAL CONSULTING SERVICES INC	38 S BLUE ANGEL PKWY #346	PENSACOLA	FL	32506	
069116	RJH & ASSOCIATES INC	215 GRAND BLVD STE 102	MIRAMAR BCH	FL	32550	Y
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y

**FINAL VENDOR REFERENCE LIST  
 CECIL T. HUNTER POOL FACILITY REPLACEMENT  
 PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
067564	ROBERSON UNDERGROUND UTILITY LLC	9790 ROBERSON WAY	MILTON	FL	32570	Y
060976	SAFE LAWN INC	PO BOX 11651	PENSACOLA	FL	32524	Y
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	
073705	SEAL, DILLON DBA A CUT ABOVE LANDSCAPING&PROPERTY MAINTNCE	4771 BAYOU BLVD #176	PENSACOLA	FL	32503	
081668	SEAY SEAY AND LITCHFIELD PC	13 PALAFOX PLACE SUITE 200	PENSACOLA	FL	32502	
035184	SECURITY ENGINEERING OF PCOLA INC DBA SECURITY ENGINEERG INC	6708 PLANTATION ROAD	PENSACOLA	FL	32504	
055890	SERVICES BY AQUATECH	1765 E NINE MILE RD STE 1 #303	PENSACOLA	FL	32514	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
024992	SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
068159	SOUTHERN DRILL SUPPLY INC	1822 BLACKBIRD LANE	PENSACOLA	FL	32534	
062515	SOUTHERN GIRL BOTANICALS LLC	5840 PILGRIM TRAIL WEST	MOLINO	FL	32577	
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
057076	SUNRISE CONTRACTING SVCS INC	1509 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	Y
055552	T R C LANDSCAPING	4737 KITTY HAWK CIRCLE	GULF BREEZE	FL	32563	Y
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
062939	THREE TRADE CONSULTANTS	5690 JEFF ATEES RD	MILTON	FL	32583	Y
057160	TILLMAN LANDSCAPING & IRRIGATION LLC	610 WHITNEY DRIVE	PENSACOLA	FL	32503	Y
069066	UNDERGROUND SOLUTIONS LLC	3070 GODWIN LN	PENSACOLA	FL	32526	Y
033913	UNITY ENTERPRISES INC	506 W BELMONT STREET	PENSACOLA	FL	32501	
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
049110	VALLEYCREST LANDSCAPE MAINTENANCE INC	148 SHANNON LANE	SANTA ROSA BEACH	FL	32549	
027461	VISION CONSTRUCTION ENT INC	P O BOX 9604	PENSACOLA	FL	32513	Y
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
032732	WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514	
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
049243	WASHINGTON, CHARLIE DBA C W LAWN CARE	747 TWINKLE STREET	PENSACOLA	FL	32504	Y
021725	WHITESSELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 160

**RESOLUTION  
NO. 2022-009**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. LOCAL OPTION SALES TAX FUND**

To:	Fund Balance	381,900
As Reads Amended	Capital Outlay	21,236,747
To Read:	Capital Outlay	21,618,647

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

THE CITY OF PENSACOLA

JANUARY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - REALLOCATION OF LOST IV PROJECTS EXPLANATION NO. 2022-009

FUND	AMOUNT	DESCRIPTION
<b>LOCAL OPTION SALES TAX FUND</b>		
Fund Balance	25,000	Increase appropriated Fund Balance - Camelot Park - FY 28
Fund Balance	25,000	Increase appropriated Fund Balance - Dunmire Woods - FY 28
Fund Balance	50,000	Increase appropriated Fund Balance - Jim Allen Park - FY 28
Fund Balance	85,000	Increase appropriated Fund Balance - Woodcliff Park - FY 28
Fund Balance	23,300	Increase appropriated Fund Balance - General Park Improvements - FY 28
Fund Balance	25,000	Increase appropriated Fund Balance - Sidewalk Improvements - FY 28
Fund Balance	30,000	Increase appropriated Fund Balance - Cobb Center - FY 29
Fund Balance	25,000	Increase appropriated Fund Balance - Cordova Square - FY 29
Fund Balance	30,000	Increase appropriated Fund Balance - Miralla Park - FY 29
Fund Balance	25,000	Increase appropriated Fund Balance - Toledo Square - FY 29
Fund Balance	13,600	Increase appropriated Fund Balance - General Park Improvements - FY 29
Fund Balance	<u>25,000</u>	Increase appropriated Fund Balance - Sidewalk Improvements - FY 29
Total Fund Balance	<u><u>381,900</u></u>	
Appropriations		
Capital Outlay - Cecil T. Hunter Swimming Pool	982,900	Increase appropriation for LOST IV - Cecil T. Hunter Swimming Pool
Capital Outlay - Skateboard Park	(250,000)	Decrease appropriation for LOST IV - Skateboard Park
Capital Outlay - Capital Equipment Reserves	<u>(351,000)</u>	Decrease appropriation for LOST IV - Capital Equipment Reserves
Total Appropriations	<u><u>381,900</u></u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2022-009

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-009 CECIL T. HUNTER POOL FACILITY REPLACEMENT PROJECT

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2022-009

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Invitation to Bid No. 21-046 was issued for the replacement and renovation to the existing pool house located at 200 West Blount Street. This project primarily includes pool facility replacement and renovation. The existing pool house located at 200 West Blount Street will be demolished, leaving only the northeast portion of the building that houses the pool pump and filter equipment. The remaining will be enclosed with a new roof, wall, and access stairs. The existing porch and tent structure will also be demolished. A new 2,065 square foot facility will consist of an office, restrooms, showers, and mechanical/electrical spaces that will be constructed on the site of the demolished building and tent. Concrete pool deck will be added or replaced between the new facility and the south end of the pool. The circular driveway on Blount Street will be removed and replaced with a sodded slope and sidewalk connection. The bids received exceeded the project estimates and budget. Therefore, it is being requested that City Council appropriate an additional \$982,900.00 for the construction of this project. The additional funding will come from the following various sources:

City Council is being requested adopt to supplemental budget resolution transferring funds from the following LOST IV Park Improvement Projects:

Camelot Park \$25,000.00, Dunmire Park \$25,000.00, Jim Allen Park \$50,000.00, Woodcliff Park \$85,000.00, General Parks Improvement \$23,300.00, and Park Sidewalk Improvements \$25,000.00. Moved up from Fiscal Year 2028 for a total amount of \$233,300.00.

Cobb Center \$30,000.00, Cordova Square \$25,000.00, Miralla Park \$30,000.00, Toledo Square \$25,000.00, General Parks Improvement \$13,600.00, and Park Sidewalk Improvements \$25,000.00. Moved up from Fiscal Year 2029 for a total amount of 148,600.00.

In addition, City Council is being requested to adopt supplemental budget resolution transferring funds from LOST Capital Equipment Reserves in the amount of \$351,000.00.

Furthermore, there is \$250,000 within the ARPA Fund for the Cecil T. Hunter Swimming Pool. In an effort to keep the entire funding for the Cecil T. Hunter Swimming Pool within the LOST Fund, it is requested that the LOST funding for the Skate Park be transferred to the Cecil T. Hunter Swimming Pool project and then within the ARPA Fund, the \$250,000 identified for the Cecil T. Hunter Swimming Pool to be shifted to the Skate Park ensuring the same amount of overall funding for the Skate Park remains unchanged.

**PRIOR ACTION:**

None

**FUNDING:**

Budget:	\$ 923,660.00	LOST IV Cecil T Hunter Pool
	250,000.00	LOST IV Skate Park
	351,000.00	LOST IV Capital Equipment Reserves
	<u>381,900.00</u>	Combined FY28/29 LOST IV Park Improvements
	<u>\$ 1,906,560.00</u>	

Actual:	\$ 1,530,000.00	Construction Contract
	153,000.00	10% Contingency
	213,650.00	A/E Services
	4,561.58	Engineering Design
	<u>5,000.00</u>	Misc.
	<u>\$ 1,906,211.58</u>	

**FINANCIAL IMPACT:**

Adoption of the Supplemental Budget Resolution will appropriate the funds in the LOST IV account for the Cecil T. Hunter Pool. Currently, the total budget for this project is \$923,660.00. To date, \$218,312.17 has been encumbered or expended, leaving a balance of \$705,347.79 which is projected to be insufficient to cover the remaining items that have yet to be completed/expended. Upon City Council's approval to appropriate an additional \$982,900.00 for this project from LOST IV, the remaining balance of \$1,688,247.83 is projected to be sufficient to cover the remaining items for this project.

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

1/10/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator-Community Development  
Brian Cooper, Parks and Recreation Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2022-009
- 2) Supplemental Budget Explanation No. 2022-009

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-009**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. LOCAL OPTION SALES TAX FUND**

To:	Fund Balance	381,900
As Reads Amended	Capital Outlay	21,236,747
To Read:	Capital Outlay	21,618,647

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

THE CITY OF PENSACOLA

JANUARY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - REALLOCATION OF LOST IV PROJECTS EXPLANATION NO. 2022-009

FUND	AMOUNT	DESCRIPTION
<b>LOCAL OPTION SALES TAX FUND</b>		
Fund Balance	25,000	Increase appropriated Fund Balance - Camelot Park - FY 28
Fund Balance	25,000	Increase appropriated Fund Balance - Dunmire Woods - FY 28
Fund Balance	50,000	Increase appropriated Fund Balance - Jim Allen Park - FY 28
Fund Balance	85,000	Increase appropriated Fund Balance - Woodcliff Park - FY 28
Fund Balance	23,300	Increase appropriated Fund Balance - General Park Improvements - FY 28
Fund Balance	25,000	Increase appropriated Fund Balance - Sidewalk Improvements - FY 28
Fund Balance	30,000	Increase appropriated Fund Balance - Cobb Center - FY 29
Fund Balance	25,000	Increase appropriated Fund Balance - Cordova Square - FY 29
Fund Balance	30,000	Increase appropriated Fund Balance - Miralla Park - FY 29
Fund Balance	25,000	Increase appropriated Fund Balance - Toledo Square - FY 29
Fund Balance	13,600	Increase appropriated Fund Balance - General Park Improvements - FY 29
Fund Balance	25,000	Increase appropriated Fund Balance - Sidewalk Improvements - FY 29
Total Fund Balance	<u>381,900</u>	
Appropriations		
Capital Outlay - Cecil T. Hunter Swimming Pool	982,900	Increase appropriation for LOST IV - Cecil T. Hunter Swimming Pool
Capital Outlay - Skateboard Park	(250,000)	Decrease appropriation for LOST IV - Skateboard Park
Capital Outlay - Capital Equipment Reserves	<u>(351,000)</u>	Decrease appropriation for LOST IV - Capital Equipment Reserves
Total Appropriations	<u>381,900</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2022-011

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-011 - GARDEN STREET LANDSCAPE PROJECT - "A" STREET TO ALCANIZ STREET

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2022-011.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On February 11, 2019 and February 28, 2019, the Community Redevelopment Agency (CRA) and City Council, respectively, authorized execution of a Florida Department of Transportation (FDOT) Landscape Beautification grant agreement, in the amount of \$98,000, for construction of landscape improvements to the Garden Street median from "A" Street to Alcaniz Street.

To procure construction services, the CRA issued Invitation to Bid (ITB) No. 22-002. The construction bids received exceed the project estimates and budget. Therefore, it is being requested that City Council appropriate an additional \$150,000 for construction of this project. The additional funding will come from Local Option Sales Tax Fund (LOST IV) and will be used solely to support construction of the irrigation system. Sufficient funding cannot be provided by the CRA because due to budgetary commitments to other capital projects already underway.

**PRIOR ACTION:**

August 6, 2018 - The CRA adopted Resolution No. 2018-01 CRA adopting a budget for the fiscal year beginning October 1, 2018.

September 10, 2018 - The CRA adopted Resolution No. 2018-03 CRA authorizing the CRA to apply for and accept an FDOT Beautification Grant for landscape improvements to Garden Street.

September 13, 2018 - City Council adopted Resolution No. 18-43 authorizing the CRA to apply for and accept an FDOT Beautification Grant for landscape improvements to Garden Street.

February 11, 2019 - CRA adopted Resolution No. 2019-02 CRA authorizing the execution of a Florida Beautification Grant, Landscape Construction and Maintenance Memorandum of Agreement with the Florida Department of Transportation.

February 28, 2019 - City Council adopted Resolution No. 2019-07 authorizing the execution of a Florida Beautification Grant, Landscape Construction and Maintenance Memorandum of Agreement with the Florida Department of Transportation.

**FUNDING:**

Budget:	\$ 396,275.00	CRA Fund
	150,000.00	Additional LOST IV Funding
	<u>98,000.00</u>	FDOT Grant
	\$ 644,275.00	
Actual:	\$ 547,009.20	Construction Contract
	54,700.92	Contingency (10%)
	28,304.00	Engineering Design
	<u>14,260.88</u>	CEI
	\$ 644,275.00	

**FINANCIAL IMPACT:**

Currently, the total budget for this project is \$494,275.00. Of the total budget, \$396,275.00 is available within the CRA Fund and \$98,000.00 is funded by a Florida Department of Transportation Landscape Beautification Grant. To date, \$42,528.00 has been encumbered or expended, leaving a balance of \$451,747.00, which is projected to be insufficient to cover the remaining items that have yet to be completed/expended. Upon City Council's approval to appropriate an additional \$150,000.00 for this project from LOST, the remaining balance of \$601,747.00 is projected to be sufficient to cover the remaining items for this project. The additional \$150,000.00 in LOST IV funds will be shifted from Capital Equipment Reserves to cover the gap in funding. Adoption of the supplemental budget resolution will appropriate the anticipated, additional funding needed for this project.

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

1/10/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Sherry Morris, Development Services Director  
Helen Gibson, CRA Division Manager

Victoria D'Angelo, CRA Assistant Manager

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2022-011
- 2) Supplemental Budget Explanation No. 2022-011

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-011**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. LOCAL OPTION SALES TAX FUND**

As Reads	Capital Outlay	21,236,747
Amended		
To Read:	Capital Outlay	21,236,747

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**JANUARY 2022 - BUDGET RESOLUTION - REALLOCATION OF LOST IV PROJECTS EXPLANATION NO. 2022-011**

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
<b>LOCAL OPTION SALES TAX FUND</b>		
Appropriations		
Capital Outlay - LOST IV - Capital Equipment Reserves	(150,000)	Decrease appropriation for LOST IV - Capital Equipment Reserves
Capital Outlay - LOST IV - Garden Street Landscape	<u>150,000</u>	Appropriate funding for LOST IV - Garden Street Landscape
Total Appropriations	<u><u>0</u></u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00057

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Jared Moore

**SUBJECT:**

BAYVIEW PARK PLAYGROUND FUNDING FOR A POURED IN PLACE BASE VS. ENGINEERED WOOD FIBER.

**RECOMMENDATION:**

That City Council allocate \$100,000 to the Bayview Park Playground project to allow for a Poured in Place Base.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On November 18, 2021, City Council approved funding for the Bayview Park Playground. Included within this cost was an Engineered Wood Fiber Base.

Based on previous conversations regarding equitable access to the playground, it is felt that a Poured in Place base would be much more appropriate.

The Poured in Place base has an additional cost of approximately \$100,000.

**PRIOR ACTION:**

November 18, 2021 - City Council approved funding for the purchase of the Bayview Park Playground equipment.

**FUNDING:**

Budget: \$100,000

Actual: \$100,000 (Taken from carried forward LOST surplus)

**FINANCIAL IMPACT:**

Reduction in the LOST surplus that was carried forward of \$100,000

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**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00056

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Ann Hill  
Council Member Sherri Myers

**SUBJECT:**

REFERRAL FROM ENVIRONMENTAL ADVISORY BOARD - REDUCTION AND REMOVAL OF STYROFOAM PRODUCTS INCLUDING DRINK CONTAINERS AND TO USE ALTERNATIVE PAPER BASED PRODUCTS

**RECOMMENDATION:**

Recommendation from the Environmental Advisory Board: That City Council be encouraged to [work with the Mayor's Office] to extend the action taken in 19-00034 for the reduction and removal of Styrofoam products in City Hall to all city departments and facilities to stop purchasing Styrofoam products, including drink containers and to use alternative paper based products.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

At the December 2, 2021, Environmental Advisory Board meeting, the Board voted 7-0 with two (2) absent, to send a recommendation to City Council that the action taken under 19-00034 be extended to all city facilities.

After Council passage of this item in 2019, Styrofoam products and single use products were eliminated from city hall and replaced with paper products. There were also several water filling stations placed throughout the building. The lone caveat is that plastic water bottles have not been entirely removed, as they remain available during meetings. While all are encouraged to bring their refillable water bottles, that is not always the case.

This item seeks to extend this action to all city facilities.

**PRIOR ACTION:**

January 17, 2019 - City Council unanimously passed an item for the reduction and removal of Styrofoam products, plastic bottles and other non-environmentally friendly items from use in City Hall.

December 2, 2021 - Environmental Advisory Board passed a recommendation to send to City Council extending the action of January 17, 2019, to all city facilities.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Cost reduction of certain products vs. cost of replacement products.

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Report of Council Item No. 19-00034

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Master

**File Number: 19-00034**

**File ID:** 19-00034

**\*Type:** Legislative Action Item

**Status:** Passed

**Version:** 1

**Attorney  
Review::**

**\*Meeting Body:** City Council

**File Created:** 01/04/2019

**Subject:**

**Final Action:** 01/17/2019

**Title:** REDUCTION AND REMOVAL OF STYROFOAM, PLASTIC BOTTLES AND OTHER NON-ENVIROMENTALLY FRIENDLY ITEMS FROM USE WITHIN CITY HALL

**Sponsors:** Ann Hill, Sherri Myers

**Enactment Date:**

**Attachments:**

**Enactment Number:**

**Recommendation:**

**Hearing Date:**

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

**Effective Date:**

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	01/14/2019	Placed on Regular Agenda				Pass
	<b>Action Text:</b>	This Legislative Action Item was Placed on Regular Agenda.					
1	City Council	01/17/2019	Approved				Pass
	<b>Action Text:</b>	A motion was made by Council Member Myers, seconded by Council Member Cannada-Wynn, that this Legislative Action Item be Approved. The motion carried by the following vote: Yes: 7 Council Member Terhaar, Council Member Wu, Council President Hill, Wingate, Council Member Myers, Council Member Moore, and Council President Cannada-Wynn					

### Text of Legislative File 19-00034

#### LEGISLATIVE ACTION ITEM

**SPONSOR:** City Council Member Ann Hill  
City Council Member Sherri Myers

**SUBJECT:**

REDUCTION AND REMOVAL OF STYROFOAM, PLASTIC BOTTLES AND OTHER NON-ENVIROMENTALLY FRIENDLY ITEMS FROM USE WITHIN CITY HALL

**RECOMMENDATION:**

That City Council work with the Office of the Mayor in establishing a policy for the reduction and removal of Styrofoam cups, plastic bottles and other non-environmentally friendly items from use within City Hall. Recommendation is from the Environmental Advisory Board.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In an effort to reduce the use of non-environmentally friendly products such as Styrofoam, plastic bottles and plastic straws, the Environmental Advisory Board brought forth this recommendation.

While an effort is in place currently to facilitate this recommendation, this item seeks to officially make it a policy of the City to do so.

Along with this, within the reduction of the use of plastic bottles (i.e. water bottles), is a forward view of replacing water fountains (at least some) with refilling stations.

**PRIOR ACTION:**

December 6, 2018 - Environmental Advisory Board approved the forwarding of this recommendation

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Cost reduction of certain products vs. cost of replacement products.

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1) None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Master

File Number: 19-00034

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# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 01-22

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 01-22: PROPOSED AMENDMENT TO CHAPTER 7-9 OF THE CODE OF THE CITY OF PENSACOLA - DOCKLESS SHARED MICROMOBILITY DEVICES PILOT PROGRAM

**RECOMMENDATION:**

The City Council approve Proposed Ordinance No. 01-22 on first reading:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA AMENDING CHAPTER 7-9 OF THE CODE OF THE CITY OF PENSACOLA TO REGULATE A DOCKLESS SHARED MICROMOBILITY DEVICE PILOT PROGRAM; PROVIDING FOR INDEMNIFICATION AND INSURANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On September 12, 2019, City Council adopted Ordinance 17-19 to allow and regulate a franchise agreement for the commercial rentals of Micromobility Devices. HB 453 was previously passed and resulted in the following changes that affected local governments:

- The new law references FS 316.008 “powers of authorities” and states that this new law does not prevent local governments from adopting an ordinance that “governs the operation of micromobility devices and motorized scooters on streets, highways, sidewalks, and sidewalk areas.”
- “Motorized scooter” definition was changed to include any vehicle or micromobility device that is powered by a motor and now also includes those having a seat or saddle.
- “Micromobility device” was added under FS 316.003 which creates a specific definition for any motorized transportation device (including motorized scooters) that is rented via an online app and is not capable of traveling at a speed greater than 20 miles per hour.
- Motorized scooters and micromobility devices are not required to be registered as vehicles or maintain insurance.

- Riders on motorized scooters and micromobility devices are not required to have a driver's license.
- Motorized scooter and micromobility devices are excluded from the definition of "motor vehicle" FS 320.01.
- The new law grants the operators of these micromobility devices all of the same rights and duties of bicycle riders.

Ordinance 17-19 created Chapter 7-9 within the City Code of Ordinances and establishes a 12-month shared micromobility device pilot program for the operation of shared micromobility devices on sidewalks and sidewalk areas within the city limits.

Section 7-9-5 (f) states that use of public sidewalks for parking micromobility devices and motorized scooter shall not:

- Adversely affect the streets or sidewalks.
- Inhibit pedestrian movement.
- Inhibit the ingress and egress of vehicles parked on- or off-street.
- Create conditions which are a threat to public safety and security.
- Prevent a minimum four-foot pedestrian clear path.
- Impede access to existing docking stations, if applicable.
- Impede loading zones, handicap accessible parking zones or other facilities specifically designated for handicap accessibility, on-street parking spots, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes or be within 15 feet of a fire hydrant.
- Violate Americans with Disabilities Act (ADA) accessibility requirements.

Other major components include a 15-mph limit for devices, ability to permanently geofence areas where devices should not be ridden, and a cap of no more than 500 micromobility devices, distributed equally among the vendors selected to participate in the pilot program.

Two vendors (Bird and Veo) were ultimately selected through an RFQ process with the ability to each deploy up to 250 scooters. Once selected as a pilot program participant, the vendor is required to submit a one-time, nonrefundable permit fee of \$500.00 and a one-time, nonrefundable fee in the amount of \$100.00 per device deployed by the vendor.

Since deployment of the electric scooters on July 19, 2021, there have been 55,011 total rides, 120,011 miles ridden, and 38,176 Co2 lbs saved. There have been twenty-three (23) 311 submittals regarding concerns over scooters and seven (7) reported crashes. Most rides have started and ended in the downtown core.

During the past six months staff has implemented several strategies to stay responsive to the needs of the community. Actions taken include implementation of a slow zone, fines for abandonment, and ID verification. The pilot program operating agreement and permit will automatically expire at the end

of the 12-month period, unless extended, or otherwise modified, by the city council. Moving forward staff is recommending several changes to the ordinance for the remaining six months of the pilot program to address current concerns.

Proposed changes to the ordinance include the following:

- Amend Section 7-9-3 and 7-9-5 to restrict riding of micromobility devices to roadways within city limits. Parking a micromobility device on a sidewalk shall still be allowed so long as it meets the requirements of the Section 7-9-5 and the operating agreements.
- Amend Section 7-9-4 to allow micromobility device operation and availability between 5:00 am and 10:00 pm.
- Amend Section 7- 9- 5 to prohibit riding on certain roadways as designated on the Shared Micromobility Devices Franchise Area Map.
- Amend Section 7-9-5 to prohibit parking on certain sidewalks as designated on the Shared Micromobility Devices Franchise Area Map.
- Amend section 7-9-4 to require a unique identification number to be clearly visible on devices so law enforcement, parking ambassadors, or public may easily identify a scooter.

**PRIOR ACTION:**

September 12, 2019 - City Council voted to adopt Dockless Shared Micromobility Devices Pilot Program Ord. No. 17-19.

**FUNDING:**

None

**FINANCIAL IMPACT:**

The two micromobility vendors already paid a one-time permit fee and fee per device at the beginning of the pilot program.

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

1/6/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Amy Tootle, P.E., Director of Public Works & Facilities  
Brad Hinote, P.E., City Engineer  
Caitlin Cerame, Transportation Planner

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 01-22

2) Proposed Shared Micromobility Devices Franchise Area Map

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 01-22

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA AMENDING CHAPTER 7-9 OF THE CODE OF THE CITY OF PENSACOLA TO REGULATE A DOCKLESS SHARED MICROMOBILITY DEVICE PILOT PROGRAM; PROVIDING FOR INDEMNIFICATION AND INSURANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.041, Florida Statutes, provides for procedures for the adoption of ordinances and resolutions by municipalities; and

WHEREAS, the City of Pensacola ("City") is subject to the Florida Uniform Traffic Control Laws; and

WHEREAS, the Florida Uniform Traffic Control Law allows municipalities to enact ordinances to permit, control or regulate the operation of vehicles, golf carts, mopeds, micromobility devices, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law as long as such vehicles are restricted to a maximum speed of 15 miles per hour. *Section 316.008(7)(a), Florida Statutes*; and

WHEREAS, the City strives to keep the City rights-of-ways compliant with the Americans with Disabilities Act (ADA), and other federal and state regulations, and is committed to keeping the City accessible for the mobility challenged; and

WHEREAS, the regulated and permitted operation of dockless shared micromobility devices is recognized as an alternative means of personal transportation; and

WHEREAS, dockless shared micromobility devices left unattended and parked or leaned on walls or left on sidewalks creates a hazard to pedestrians and individuals needing access and maneuverability for ADA mobility devices; and

WHEREAS, the City has a significant interest in ensuring the public safety and order in promoting the free flow of pedestrian traffic on streets and sidewalks; and

WHEREAS, the City desires to study the impacts of dockless shared micromobility devices; and

WHEREAS, the City Council on September 12, 2019 authorized the City to engage in a 12 month pilot program to permit, control and regulate the use of dockless shared micromobility devices on sidewalks and sidewalk areas within the City; and

WHEREAS, due to the Coronavirus Pandemic, the shared micromobility vendor request for qualifications was delayed and micromobility devices did not deploy until July 19, 2021; and

WHEREAS, after six (6) months into the pilot program, the City Council desires to amend the regulations based on relevant data and community input; and

WHEREAS, Chapter 11-4 of the City Code of the City of Pensacola provides standards relating to the regulation of City rights-of-way; and

WHEREAS, the City's intent for instituting the Pilot Program is to ensure public safety, minimize negative impacts on the public rights-of-way, and analyze data in a controlled setting to inform the City on whether to engage a future procurement process for a dockless shared micromobility device program, or other modes of dockless shared transportation, as a permanent transportation program;

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

SECTION 1. Chapter 7-9, providing for a Dockless Shared Micromobility Device Pilot Program is hereby amended to read as follows

Sec. 7-9-1. - Establishment of dockless shared micromobility device pilot program.

The purpose of this chapter is to establish, permit and regulate a dockless shared micromobility device pilot program in the city. The provisions of this chapter shall apply to the dockless shared micromobility device pilot program and dockless shared micromobility devices. For the purpose of this chapter, the applicant, managing agent or vendor, and owner shall be jointly and severally liable for complying with the provisions of this chapter, the operating agreement and permit.

Sec. 7-9-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The definitions in F.S. ch. 316 apply to this chapter and are hereby incorporated by reference.

*Dockless shared micromobility device (micromobility device)* means a micromobility device made available for shared use or rent to individuals on a short-term basis for a price or fee.

*Dockless shared micromobility device system* means a system generally, in which dockless shared micromobility devices are made available for shared use or rent to individuals on a short-term basis for a price or fee.

*Geofencing* means the use of GPS or RFID technology to create a virtual geographic boundary, enabling software to trigger a response when a mobile device enters or leaves a particular area.

*Micromobility device* shall have the meaning ascribed to it in F.S. § 316.003, as amended. Micromobility devices are further defined as a vehicle that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

*Motorized scooter* means any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

*Pedestrian* means people utilizing sidewalks, sidewalk area or rights-of-way on foot and shall include people using wheelchairs or other ADA-compliant devices.

*Rebalancing* means the process by which shared micromobility devices, or other devices, are redistributed to ensure their availability throughout a service area and to prevent excessive buildup of micromobility devices or other similar devices.

*Relocate or relocating or removal* means the process by which the city moves the micromobility device and either secures it at a designated location or places it at a proper distribution point.

*Rights-of-way* means land in which the city owns the fee or has an easement devoted to or required for use as a transportation facility and may

lawfully grant access pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface of such rights-of-way.

*Service area* means the geographical area within the city where the vendor is authorized to offer shared micromobility device service for its users/customers as defined by the pilot program operating agreement and permit.

*Sidewalk* means that portion of a street between the curb line, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

*Sidewalk area* includes trail in the area of a sidewalk, as well as the sidewalk and may be a median strip or a strip of vegetation, grass or bushes or trees or street furniture or a combination of these between the curb line of the roadway and the adjacent property.

*User* means a person who uses a digital network in order to obtain a micromobility device from a vendor.

*Vendor* means any entity that owns, operates, redistributes, or rebalances micromobility devices, and deploys a shared micromobility device system within the city.

Sec. 7-9-3. - Pilot program for shared micromobility devices on public rights-of-way; establishment; criteria.

- (a) The city hereby establishes a 12-month shared micromobility device pilot program for the operation of shared micromobility devices on roadways ~~sidewalks and sidewalk areas~~ within the city limits.
- (b) It is anticipated the pilot program will commence on January 1, 2020, or on such other date as directed by the city council ("commencement date") and will terminate 12 months after the commencement date.
- (c) Shared micromobility devices shall not be operated in the city unless a vendor has entered into a fully executed operating license agreement and permit ("pilot program operating agreement and permit") with the city. The mayor is authorized to develop, and execute, the pilot program operating agreement and permit and any other documents related to the pilot program.
- (d) If two or more shared micromobility devices from a vendor, without a valid pilot program operating agreement and permit with the city, are found at a particular location within the city, it will be presumed that they have been deployed by that vendor,

and it will be presumed the vendor is in violation of this chapter and the shared micromobility devices are subject to impoundment.

- (e) A vendor shall apply to participate in the pilot program. The mayor shall select up to two vendors to participate in the pilot program, unless otherwise directed by the city council.
- (f) No more than a total of 500 micromobility devices, distributed equally among the vendors selected to participate in the pilot program, or as directed by the mayor, will be permitted to operate within the city during the pilot program. Micromobility devices that are impounded or removed by the city shall count towards the maximum permitted micromobility devices authorized within the city.
- (g) Once selected as a pilot program participant, a vendor shall submit a one-time, nonrefundable permit fee of \$500.00, prior to entering into the pilot program operating agreement and permit, which shall be used to assist with offsetting costs to the city related to administration and enforcement of this chapter and the pilot program.
- (h) In addition to the nonrefundable permit fee set forth herein, prior to entering into the pilot program operating agreement and permit, a vendor shall remit to the city a one-time, nonrefundable fee in the amount of \$100.00 per device deployed by the vendor.
- (i) Prior to entering into a pilot program operating agreement and permit, a vendor shall, at its own expense, obtain and file with the city a performance bond in the amount of no less than \$10,000.00. The performance bond shall serve to guarantee proper performance under the requirements of this chapter and the pilot program operating agreement and permit; restore damage to the city's rights-of-way; and secure and enable city to recover all costs or fines permitted under this chapter if the vendor fails to comply with such costs or fines. The performance bond must name the city as obligee and be conditioned upon the full and faithful compliance by the vendor with all requirements, duties and obligations imposed by this chapter and the pilot program operating agreement and permit. The performance bond shall be in a form acceptable to the city and must be issued by a surety having an A.M. Best A-VII rating or better and duly authorized to do business in the state. The city's right to recover under the performance bond shall be in addition to all other rights of the city, whether reserved in this chapter, or authorized by

other law, and no action, proceeding or exercise of a right with respect to the performance bond will affect or preclude any other right the city may have. Any proceeds recovered under the performance bond may be used to reimburse the city for such additional expenses as may be incurred by the city as a result of the failure of the vendor to comply with the responsibilities imposed by this chapter, including, but not limited to, attorney's fees and costs of any action or proceeding and the cost to relocate any micromobility device and any unpaid violation fines.

- (j) The pilot program operating agreement and permit will be effective for a 12-month period and will automatically expire at the end of the 12-month period, unless extended, or otherwise modified, by the city council. Upon expiration of the pilot program, vendors shall immediately cease operations and, within two business days of the expiration of the pilot program, vendors shall remove all micromobility devices from the city, unless otherwise directed by the mayor. Failure to remove all micromobility devices within the two business day timeframe, may result in the impoundment of the micromobility devices and the vendor will have to pay applicable fees to recover the micromobility devices from impound in accordance with this chapter.
- (k) In the event the pilot program is extended, or otherwise modified by the city council, the pilot program operating agreement and permit may be extended consistent with such direction.
- (l) Upon expiration of the pilot program, micromobility devices shall not be permitted to operate within the city until and unless the city council adopts an ordinance authorizing the same.

Sec. 7-9-4. - Operation of a dockless shared micromobility device system—Vendors' responsibilities and obligations; micromobility device specifications.

- (a) The vendor of a shared micromobility device system is responsible for maintenance of each shared micromobility device.
- (b) The micromobility device shall be restricted to a maximum speed of 15 miles per hour within the city.
- (c) Each micromobility device shall prominently display the vendor's company name, a unique identification number, and contact information, which may be satisfied by printing the company's uniform resource locator (URL) or providing a code to download company's mobile application.

- (d) Vendors must comply with all applicable local, state and federal regulations and laws.
- (e) Vendors must provide to the city an emergency preparedness plan that details where the micromobility devices will be located and the amount of time it will take to secure all micromobility devices once a tropical storm or hurricane warning has been issued by the National Weather Service. The vendor must promptly secure all micromobility devices within 12 hours of an active tropical storm warning or hurricane warning issued by the National Weather Service. Following the tropical storm or hurricane, the city will notify the vendor when, and where, it is safe to redistribute the micromobility devices within the city.
- (f) Micromobility devices that are inoperable/damaged, improperly parked, blocking ADA accessibility or do not comply with this chapter must be removed by the vendor within one hour upon receipt of a complaint. An inoperable or damaged micromobility device is one that has non-functioning features or is missing components. A micromobility device that is not removed within this timeframe is subject to impoundment and any applicable impoundment fees, code enforcement fines, or penalties.
- (g) Vendors shall provide the city with data as required in the pilot program operating agreement and permit.
- (h) Vendors must provide details on how users can utilize the micromobility device without a smartphone.
- (i) Vendors must rebalance the micromobility devices daily based on the use within each service area as defined by the pilot program operating agreement and permit to prevent excessive buildup of units in certain locations.
- (j) The vendor's mobile application and website must inform users of how to safely and legally ride a micromobility device.
- (k) The vendor's mobile application must clearly direct users to customer support mechanisms, including, but not limited to, phone numbers or websites. The vendor must provide a staffed, toll-free customer service line which must provide support 24 hours per day, 365 days per year.
- (l) The vendor must provide a direct customer service or operations staff contact to city department staff.

- (m) All micromobility devices shall comply with the lighting standards set forth in F.S. § 316.2065(7), as may be amended or revised, which requires a reflective front white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.
- (n) All micromobility devices shall be equipped with GPS, cell phone or a comparable technology for the purpose of tracking.
- (o) All micromobility devices must include a kickstand capable of keeping the unit upright when not in use.
- (p) The only signage allowed on a micromobility device is to identify the vendor. Third-party advertising is not allowed on any micromobility device.
- (q) The mayor, at his or her discretion, may create geofenced areas where the micromobility devices shall not be utilized or parked. The vendor must have the technology available to operate these requirements upon request and make public within the vendor application. Information on geofenced areas will be available through the Engineering Department and available on the City website.
- (r) The mayor, at his or her discretion, may create designated parking zones (i.e., bike corrals) in certain areas the micromobility devices shall be parked.
- (s) No micromobility devices shall be operational and available for use between the hours of 10:00 p.m. and 5:00 a.m.

Sec. 7-9-5. - Operation and parking of a micromobility device.

- (a) The riding and operating of micromobility devices and motorized scooters ~~is permissible upon all a public sidewalks~~ is prohibited except for the purposes of parking the device in an acceptable location and position. Micromobility devices shall be allowed to operate on public roadways. ~~sidewalk areas and other areas a bicycle may legally travel, located within city limits. The~~ except these areas listed below shall be restricted:
  - (1) ~~Micromobility devices and motorized scooters are prohibited from operating or parking at all times on streets, sidewalks, bike paths or sidewalk street areas on Palafox Street between Wright and Pine Streets;~~
  - (2) ~~Micro micromobility devices and motorized scooters are prohibited from operating at all times on sidewalks along DeVilliers~~

~~Street between Gregory and Jackson Streets;~~

- ~~(1) (3) Veterans Memorial Park as designated by signage;~~
  - ~~(2) (4) Where prohibited by official posting;~~
  - ~~(3) Prohibited roadways identified on the Shared Micromobility Devices Franchise Area Map, which includes:~~
    - ~~• Cervantes Street~~
    - ~~• North 9<sup>th</sup> Avenue~~
    - ~~• Garden Street~~
    - ~~• Barrancas Avenue; or~~
  - ~~(4) (5) As designated in the pilot program operating agreement and permit.~~
- (b) A user of a micromobility device and motorized scooter has all the rights and duties applicable to the rider of a bicycle under F.S. § 316.2065, except the duties imposed by F.S. § 316.2065(2), (3)(b) and (3)(c), which by their nature do not apply to micromobility devices and motorized scooters.
- (c) Micromobility devices and motorized scooters shall be restricted to a maximum speed of 15 miles perhour.
- (d) A user operating a micromobility device and motorized scooter upon ~~and along a sidewalk, sidewalk area, or across~~ a roadway upon and along a crosswalk, has all the rights and duties applicable to a bicyclist under the same circumstances. A user may operate a micromobility device to cross prohibited roadways at intersections and designated crossings. ~~and shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.~~
- (e) A user operating a micromobility device and motorized scooter must comply with all applicable local, state and federal laws.
- (f) Use of public sidewalks for parking micromobility devices and motorized scooters:
- (1) Adversely affect the streets or sidewalks.
  - (2) Inhibit pedestrian movement.
  - (3) Inhibit the ingress and egress of vehicles parked on- or off-street.
  - (4) Create conditions which are a threat to public safety and security.
  - (5) Prevent a minimum four-foot pedestrian clear path.
  - (6) Impede access to existing docking stations, if applicable.
  - (7) Impede loading zones, handicap accessible parking zones or other facilities specifically designated for handicap accessibility, on-street parking spots, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes or be within 15

feet of a fire hydrant.

- (8) Violate Americans with Disabilities Act (ADA) accessibility requirements.

(g) Micromobility Devices shall not park on sidewalks designated as No Parking Zones as identified on the Shared Micromobility Devices Franchise Area Map.

Sec. 7-9-6. - Impoundment; removal or relocating by the city.

- (a) Any shared micromobility device that is inoperable/damaged, improperly parked, blocking ADA accessibility, does not comply with this chapter or are left unattended on public property, including sidewalks, sidewalk areas, rights-of-way and parks, may be impounded, removed, or relocated by the city. A shared rental micromobility device is not considered unattended if it is secured in a designated parking area, rack (if applicable), parked correctly or in another location or device intended for the purpose of securing such device.
- (b) Any micromobility device that is displayed, offered, made available for rent in the city by a vendor without a valid pilot program operating agreement and permit with the city is subject to impoundment or removal by the city and will be subject to applicable impoundment fees or removal fines as specified in this chapter.
- (c) The city may, but is not obligated to, remove or relocate a micromobility device that is in violation of this chapter. A vendor shall pay a \$75.00 fee per device that is removed or relocated by the city.
- (d) Impoundment shall occur in accordance with F.S. § 713.78. The vendor shall be solely responsible for all expenses, towing fees and costs required by the towing company to retrieve any impounded micromobility device. The vendor of a micromobility device impounded under this chapter will be subject to all liens and terms described under F.S. § 713.78, in addition to payment of all applicable penalties, costs, fines or fees that are due in accordance with this chapter and applicable local, state and federal law.

Sec. 7-9-7. - Operation of a shared micromobility device program—  
Enforcement, fees, fines and penalties.

- (a) The city reserves the right to revoke any pilot program operating agreement and permit, if there is a violation of this chapter, the pilot program operating agreement and permit, public health, safety or general welfare, or for other good and sufficient cause as determined by the city in its sole discretion.
- (b) Violations of sections 7-9-1 through 7-9-910 shall be enforced as non-criminal violations of city ordinances.
- (c) Violations of operating a shared micromobility device system without a valid fully executed pilot program operating agreement and permit, shall be fined \$250.00 per day for an initial offense, and \$500.00 per day for any repeat offenses within 30 days of the last offense by the same vendor. Each day of noncompliance shall be a separate offense.
- (d) Violations of this chapter or of the pilot program operating agreement and permit shall be fined at \$100.00 per device per day for an initial offense, and \$200.00 per device per day for any repeat offenses within 30 days of the last same offense by the same vendor. Each day of non-compliance shall be a separate offense.
- (e) The following fees, costs and fines shall apply to vendors:

Pilot program permit fee	\$500.00 --- nonrefundable
Performance bond	\$10,000.00 minimum
One time per unit fee	\$100.00 per unit—nonrefundable
Removal or relocation by the city	\$75.00 per device
Operating without a valid operating agreement and permit fine	\$250.00 per day; \$500.00 per day for second offense
Permit violation fine	\$100.00 per device per day; \$200.00 per device per day for second offense

- (f) At the discretion of the mayor, a vendor is subject to a fleet

size reduction or total pilot program operating agreement and permit revocation should the following occur:

- (1) If the violations of the regulations set forth in this chapter are not addressed in a timely manner;
  - (2) 15 unaddressed violations of the regulations set forth by this chapter within a 30-day period; or
  - (3) Submission of inaccurate or fraudulent data.
- (g) In the event of fines being assessed as specified herein or a pilot program operating agreement and permit revocation, the mayor shall provide written notice of the fines or revocation via certified mail or other method specified upon in the operating user agreement, informing the vendor of the violation fines or revocation.

#### Sec. 7-9-8. - Appeal rights.

- (a) Vendors who have been subject to the imposition of violation fines pursuant to section 13-3-2 or a pilot program operating agreement and permit revocation may appeal the imposition of violation fines or the revocation. Should a vendor seek an appeal from the imposition of violation fines or the pilot program operating agreement and permit revocation, the vendor shall furnish notice of such request for appeal to the city code enforcement authority no later than ten business days from the date of receipt of the certified letter informing the vendor of the imposition of violation fines or revocation of the pilot program operating agreement and permit.
- (b) Upon receipt of a notice of appeal, a hearing shall be scheduled and conducted by the special magistrate in accordance with the authority and hearing procedures set forth in section 13-2-6. The hearing shall be conducted at the next regular meeting date of the code enforcement authority or other meeting date of the code enforcement authority as agreed between the city and the vendor.
- (c) Findings of fact shall be based upon a preponderance of the evidence and shall be based exclusively on the evidence of record and on matters officially recognized.
- (d) The special magistrate shall render a final order within 30 calendar days after the hearing concludes, unless parties waive the time requirement. The final order shall contain written findings of fact, conclusions of law, recommendation to approve, approve with conditions or deny the decision subject to appeal. A copy of the order shall be provided to the parties by certified mail or, upon

mutual agreement of the parties, by electrocommunication.

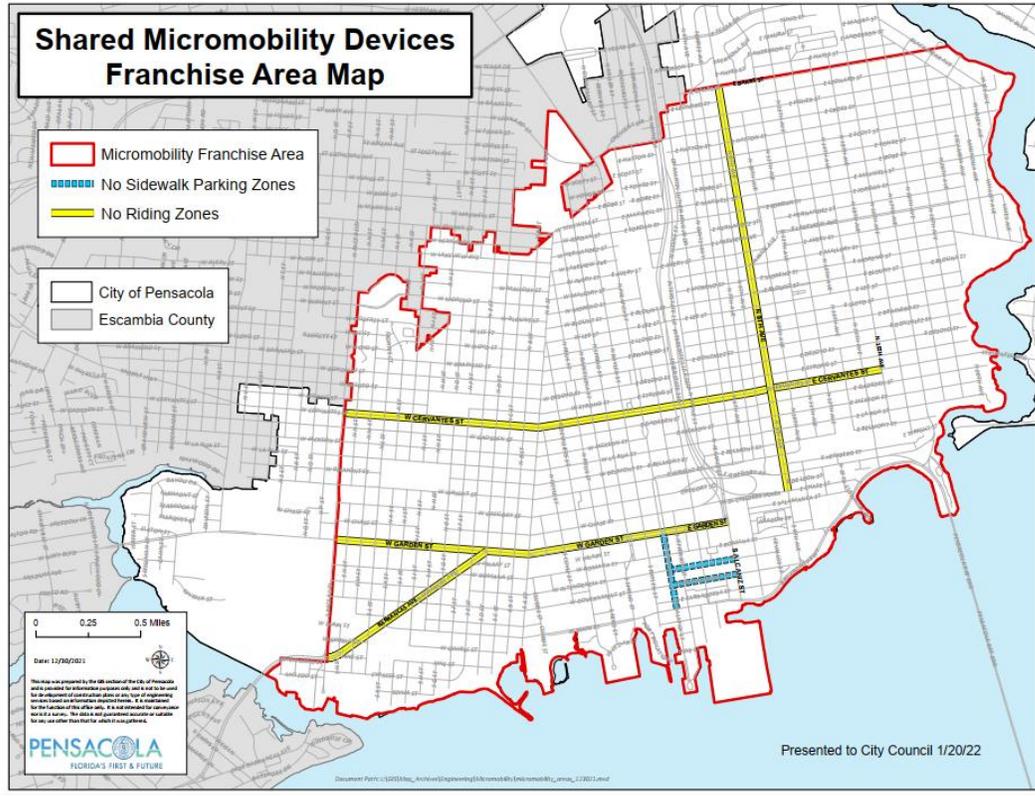
- (e) A vendor may challenge the final order by a certiorari appeal filed in accordance with state law with the circuit court no later than 30 days following rendition of the final decision or in any court having jurisdiction.

Sec. 7-9-9. - Indemnification and insurance.

- (a) As a condition of the pilot program operating agreement and permit, the vendor agrees to indemnify, hold harmless and defend the city, its representatives, employees, and elected and appointed officials, from and against all ADA accessibility and any and all liability, claims, damages, suits, losses, and expenses of any kind, including reasonable attorney's fees and costs for appeal, associated with or arising out of, or from the pilot program operating agreement and permit, the use of right-of-way or city-owned property for pilot program operations or arising from any negligent act, omission or error of the vendor, owner, or managing agent, its agents or employees or from failure of the vendor, its agents or employees, to comply with each and every requirement of this chapter, the pilot program operating agreement and permit or with any other federal, state, or local traffic law or any combination of same.
- (b) Prior to commencing operation in the pilot program, the vendor shall provide and maintain such liability insurance, property damage insurance and other specified coverages in amounts and types as determined by the city and contained in the pilot program operating agreement and permit, necessary to protect the city its representatives, employees, and elected and appointed officials, from all claims and damage to property or bodily injury, including death, which may arise from any aspect of the pilot program or its operation.
- (c) A vendor shall include language in their user agreement that requires, to the fullest extent permitted by law, the user to fully release, indemnify and hold harmless the city.
- (d) In addition to the requirements set forth herein, the vendor shall provide any additional insurance coverages in the specified amounts and comply with any revised indemnification provision specified in the pilot program operating agreement and permit.
- (e) The vendor shall provide proof of all required insurance prior to receiving a fully executed pilot program operating agreement and

permit.

Sec. 7-9-10. – Shared Micromobility Franchise Area Map



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

# Shared Micromobility Devices Franchise Area Map

 Micromobility Franchise Area

 No Sidewalk Parking Zones

 No Riding Zones

 City of Pensacola

 Escambia County

0 0.25 0.5 Miles



Date: 12/30/2021

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.



Presented to City Council 1/20/22



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 05-22

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Casey Jones

**SUBJECT:**

PROPOSED ORDINANCE NO. 05-22 - AMENDING SECTION 11-4-182 OF THE CITY CODE, USE OF RIGHTS-OF-WAY BY WIRELESS COMMUNICATIONS FACILITIES

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 05-22 on first reading:

AN ORDINANCE AMENDING SECTION 11-4-182, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, USE OF RIGHTS-OF-WAY BY WIRELESS COMMUNICATIONS FACILITIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

This proposed ordinance amends Section 11-4-182 - Use of Rights-Of-Way by Wireless Communications Facilities of the City Code. The proposed amendments include the current procedure and requirements for obtaining a permit for such use, to include any requisite disqualifiers.

This amendment addresses aesthetic concerns and is in no way contrary to existing State Statutes and/or preemptions.

**PRIOR ACTION:**

September 26, 2019 - City Council approved the City's 2020 Legislative Initiatives which included support for recension of 2019 SB 1000 - 5G Small Cell Towers, restoring balance of power to the City of Pensacola to determine installations in taxpayer owned right of way

September 10, 2020 - City Council received a presentation regarding 5G technology. Presenters were Cecelia Doucette and Andrew Campanelli

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 05-22

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 05-22

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 11-4-182, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, USE OF RIGHTS-OF-WAY BY WIRELESS COMMUNICATIONS FACILITIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 11-4-182, of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-4-182. Use of Rights-of-Way by Wireless Communications Facilities.

(a) *Definitions.* The definitions of all applicable terms shall be as provided in chapter 12-13, with the exception that the following terms shall be defined as provided in F.S. § 337.401(7)(b):

- (1) Antenna;
- (2) Applicable codes;
- (3) Applicant;
- (4) Application;
- (5) Authority;
- (6) Authority utility pole;
- (7) Collocate or collocation;
- (8) FCC;
- (9) Micro wireless facility;
- (10) Small wireless facility;
- (11) Utility pole;
- (12) Wireless facility;
- (13) Wireless infrastructure provider;
- (14) Wireless provider;
- (15) Wireless services;

- (16) Wireless service provider;
  - (17) Wireless support structure.
- (b) *Generally.* The placement of telecommunication towers and antennae anywhere in the corporate limits of the city shall in all cases be subject to the city's zoning and land use regulations, including those set forth in Title XII, the land development code. Where placement of a wireless antenna in the public right-of-way has been approved by the city and to the extent not inconsistent with any city zoning and land use regulations, a wireless antenna attached to a permitted and legally maintained vertical structure in the public right-of-way, such as a utility pole, shall, unless otherwise agreed to by the city in writing:
- (1) Not extend more than ten feet above the highest point of the vertical structure;
  - (2) Not have any type of lighted signal, lights, or illuminations unless required by an applicable federal, state, or local rule, regulation or law;
  - (3) Comply with any applicable Federal Communications Commission Emissions Standards;
  - (4) Comply with any applicable local building codes in terms of design, construction and installation; and
  - (5) Not contain any commercial advertising thereon.
- (c) *Rules and regulations.* The mayor is authorized to administratively promulgate such rules and regulations as may be necessary and appropriate to regulate the placement of wireless facilities and infrastructure in the public right-of-way in conformity with applicable provisions of state law, and to designate such staff as necessary to receive, process and make determinations with respect to applications for the placement of wireless facilities and infrastructure. Such rules and regulations shall be subject to the following criteria:
- (1) The registration fee required of applicants for the placement of wireless facilities and infrastructure shall be reasonably calculated to equal the city's cost of receiving, assessing, determining, awarding and maintaining records with respect to each application, whether for an individual facility or for multiple facilities covered by a single application, but such fee shall not exceed \$100.00 per placement of each wireless facility.
  - (2) The permit fee for the placement of wireless facilities on poles or other structures owned by the city shall be \$150.00 per facility per year.
  - (3) All fees imposed shall be reasonable and nondiscriminatory and not based upon any services provided by the applicant.
  - (4) All provisions of federal and state statutes, rules and regulations, and the provisions of this Code and policies of the City Council, pertaining to historic preservation and the historic districts regulated by the city, which have not been preempted or superseded by F.S. § 337.401(7), shall continue to be enforced and shall not be repealed, abated or waived by this section.

- (5) All applications by small and micro wireless facilities providers and installers to place utility poles and other supporting structures in the public rights-of-way shall be processed in accordance with F.S. § 337.401(6), and shall be subject to the codes, policies, practices, and rules and regulations of the city with respect to the placement of such poles and other supporting structures in the public rights-of-way, including but not limited to the following:
- a. applications by communication services providers shall be submitted through My Government Online for consideration by the city, which includes review by staff with expertise in engineering, planning, inspection services (including electrical permitting), information technology, transportation, and historic preservation, and which also includes a notification, at the city's expense, to adjacent property owners, and further includes review by any potentially impacted city enterprises, such as Pensacola Energy, Pensacola International Airport, and the Port of Pensacola;
  - b. after review of an application by the city engineer or designee, within fourteen days a notification in writing through My Government Online will be made to the applicant concerning whether the application is considered complete; provided, the application shall be considered incomplete if a lack of compliance with this section is evident from the submission;
  - c. an application by a communications services provider to install a small wireless facility in the public right-of-way is deemed incomplete if the engineering drawings depict an installation without specifying the location by latitude and longitude for the placement;
  - d. applications will be processed on a nondiscriminatory basis within sixty days after receipt of the application, unless the city has communicated in writing through My Government Online that a thirty-day negotiation period is required to resolve objections to the application;
  - e. permits issued pursuant to this process are effective for one year unless the city provides in writing an extension of time for the installation;
  - f. the city will communicate denials by electronic mail to the applicant with reference to the provisions of law with which the application fails to demonstrate compliance; therefore, all applications must include electronic mail contact information for the agent of the communications services provider;
  - g. the applicant may cure the deficiencies identified in the denial and resubmit its application within thirty days of the denial;
  - h. thirty days after submission of the revised application to cure deficiencies, the city will approve or deny the revised application based on whether those deficiencies are considered cured; reasons for denial may include that the installation of the proposed small wireless facility or utility pole used to support that small wireless facility is more than ten feet above any existing utility pole in the same right-of-way within five hundred feet of the

proposed location; jeopardizes the safe operation of traffic control equipment; conflicts with sight lines or clear zones for transportation, pedestrians, or public safety purposes; violates or contributes to a potential violation of the Americans with Disability Act or any similar state or federal standards regarding pedestrian access or movement; conflicts with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual; violates Chapter 333, Florida Statutes or federal regulations pertaining to airport airspace protections; jeopardizes preservation of historic or archaeological resources as reviewed by the Historic Preservation Planner; or fails to comply with the city standards as set forth in the Code of Ordinances of the City of Pensacola;

- i. applications should take into account the following policies of the city: collocation of small wireless facilities is preferred; the pole location should be situated adjacent to the property line of neighboring private property parcels to avoid compromising views from within residential and event venue commercial properties; an acceptable plan for prompt removal of any pole made obsolete by the application should be included; the color and style of new structures should correspond to existing structures, including but not limited to using a clamshell base on a metal pole; preservation of archaeological resources; preservation of historic character of neighborhoods and streetscapes where improvements to structures are subject to aesthetic review by any of the city's boards, including the Architectural Review Board and Planning Board, such that location context (including tree canopy), color, camouflage, and concealment requirements are met;
- i. applications for installation of small wireless facilities must demonstrate compliance with FAA guidelines, including but not limited to the filing of Form 7460-1 or Form 7460-2 at least 45 days in advance of construction, if such notice is required by 49 United States Code Section 44718 or 14 Code of Federal Regulations, Part 77;
- k. applications filed more than ninety days after the city determines that all public utility lines shall be placed underground are due to be denied within the limitations set forth by the state legislature, including that the applicant has an alternative collocation option on a structure above ground that the city permits in the right-of-way;
- l. where the city requires underground utility lines, the city will allow previously installed small wireless facilities to be relocated on a permitted above-ground structure.

(d) *Prohibited collocations, attachments, installations and services.* The provisions of this section do not authorize, and the city hereby prohibits, the following:

- (1) This section does not authorize a person or entity to collocate or attach wireless facilities, including any antenna, micro wireless facility, or small

wireless facility, on a privately owned utility pole, a privately owned wireless support structure, or other private property without the consent of the property owner.

- (2) The approval of the installation, placement, maintenance, or operation of a small wireless facility pursuant to this section does not authorize the provision of any voice, data, or video services or the installation, placement, maintenance, or operation of any communication facilities other than small wireless facilities in the public right-of-way.
- (3) This section does not affect any provisions relating to pass-through providers contained in this Code and contained in F.S. § 337.401(6).
- (4) This section does not authorize a person or entity to collocate small wireless facilities or micro wireless facilities on a city utility pole or erect a wireless support structure in a location subject to covenants, conditions, restrictions, articles of incorporation, and bylaws of a homeowners' association. This subsection does not apply to the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facilities.

(e) Insurance, Indemnification, and Liability. An application to install a small wireless facility or a utility pole to support a small wireless facility may be denied if the applicant has not demonstrated compliance with nondiscriminatory requirements of a construction bond to restore the right-of-way to its preconstruction condition as provided by F.S. § 337.401(6)(d)12.

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:

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City Clerk



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 52-21

City Council

1/20/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 52-21 - GENERAL PENSION & RETIREMENT PLAN ORDINANCE AMENDING TERMS OF EMPLOYEE ELECTED BOARD MEMBERS

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 52-21 on second reading.

AN ORDINANCE AMENDING SECTION 9-4-103 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PENSION BOARD TO PROVIDE FOR SIX YEAR TERMS FOR EMPLOYEE ELECTED MEMBERS OF THE PENSION BOARD FOR THE GENERAL PENSION AND RETIREMENT FUND OF THE CITY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Board of Trustees of the General Pension and Retirement Plan met on Wednesday, November 10, 2021 and discussed the terms of the employee elected members of the Board. After discussion, the Board of Trustees voted to prepare an ordinance for City Council's approval changing the employee elected members of the Board from a 2 year term to a 6 year term which is the same as the Council appointed terms.

**PRIOR ACTION:**

December 16, 2021 - City Council voted to approve Ordinance No. 52-21 on first reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

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

11/18/2021

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

Amy Lovoy, Finance Director/Plan Administrator

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 52-21

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 52-21

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 9-4-103 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PENSION BOARD TO PROVIDE FOR SIX YEAR TERMS FOR EMPLOYEE ELECTED MEMBERS OF THE PENSION BOARD FOR THE GENERAL PENSION AND RETIREMENT FUND OF THE CITY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola, Florida sponsors the General Pension and Retirement Fund (the "Plan"); and

WHEREAS, the City Council is authorized and empowered to amend the General Pension and Retirement Fund.

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

SECTION 1. Section 9-4-103 of the General Pension and Retirement Fund is hereby amended to read as follows:

Sec. 9-4-103. Pension board.

(a) There is hereby created a pension board of the city, consisting of six members.

- (1) Three members shall be residents of the county who are freeholders of the city and shall be appointed by the city council for a term of six years or until their successors are appointed and qualified. Each appointment shall be for a term of six years, with one appointment being made every two years, which appointment shall be made not later than the second regular meeting of the council held in July of each odd-numbered year hereafter.
- (2) The remaining three members shall consist of the current presiding council president of the city, or his or her appointed representative, who shall serve at the pleasure of the council president, and two current employee members of the General Pension and Retirement Fund, who shall be elected by a plurality vote of current employee members. Each elected member shall take office upon election and shall serve for a term of ~~two~~ six years or until the member's successor is elected and qualified. Such election shall occur not later than 30 days prior to the expiration of the ~~two~~ six-year term. Should a vacancy occur in the position of elected member, an election will be held to elect an employee

member to the board for the remainder of such ~~two~~-six-year term within 30 days of such vacancy occurring. Elected employee members serving at the time of the adoption of this Ordinance shall be qualified to serve as if their term was initially six years and not two years.

(b) The pension board is vested with the responsibility for the administration and proper operation of the fund and for compliance with the provisions of all related laws and regulations.

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00054

City Council

1/20/2022

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### **DISCUSSION ITEM**

**SPONSOR:** City Council President Ann Hill

**SUBJECT:**

UPDATE ON PARCELS 4 & 5 - COMMUNITY MARITIME PARK

**SUMMARY:**

On July 28, 2021, City Council approved and passed the following motion:

That City Council rank the submitting groups as follows: #1 Carson-Lovell, # 2 Inspired Communities of Florida, and #3 Caldwell Associates based on their presentations, with consideration of both their presentations and analysis of their submittals, and as determined in the best interests of the City of Pensacola for the redevelopment of Lots 4 and 5 at the Vince J. Whibbs, Sr. Community Maritime Park. Additionally, that City Council authorize the Mayor and/or his designee to begin negotiations with the top-ranked submitting group, Carson-Lovell, for the completion of an option agreement granting exclusive rights for the lease and redevelopment of Lots 4 and 5, with a negotiating period of approximately 60 days. Further, that City Council authorize the Mayor and/or his designee to begin negotiations with the second-ranked submitting group, Inspired Communities of Florida, and third-ranked submitting group, Caldwell Associates, individually and in that order if negotiations with the top-ranked group are unsuccessful. Finally, in the event that negotiations are unsuccessful, City Council shall be kept apprised before moving on to the next-ranked submitting group.

After negotiations took place with Carson-Lovell, on October 14, 2021, City Council approved and passed the following recommendation:

That City Council reject this Memorandum of Understanding, due to the fact that the City will not receive any income based on what is proposed and the City is potentially at risk to reimburse Carson Lovell their due diligence costs.

It appears that this action, as provided on July 28, allowed for the movement to the next submitter in line, which is Inspired Communities. It would equally appear based on the July 28<sup>th</sup> motion that an "approximately 60-day" negotiation period would be in place.

This discussion item seeks to get an update on the negotiation process with Inspired Communities.

**PRIOR ACTION:**

July 28, 2021 - City Council ranked the submittals for Parcels 4 & 5 and set in place a mechanism for movement to the next in line if negotiations fail.

October 14, 2021 - City Council rejected an MOU from Carson Lovell, seemingly then moving to the next in line, Inspired Communities.

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00074

City Council

1/20/2022

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### **DISCUSSION ITEM**

#### **SUBJECT:**

QUARTERLY FINANCIAL REPORT - TWELVE MONTHS ENDING SEPTEMBER 30, 2021  
(UNAUDITED) - FINANCE DIRECTOR AMY LOVOY

#### **ATTACHMENTS:**

- 1) Financial Report - Twelve Months Ending September 30, 2021 (Unaudited)
- 2) Financial Report Presentation - Twelve Months Ending September 30, 2021 (Unaudited)

**PRESENTATION:** Yes

**FINANCIAL REPORT  
TWELVE MONTHS ENDING SEPTEMBER 30, 2021**

***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 2021 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, 2021, are attached to this preliminary report. The Fiscal Year 2021 budget included estimated grant revenues. Due to the nature of grants, however, they are not reflected in the preliminary financial report.

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 2021 appropriations are carried forward to Fiscal Year 2022 in a supplemental budget resolution.

The Investment Section of this financial report provides a comparison of interest rates for Fiscal Year 2020 to Fiscal Year 2021. Interest Income in the various funds was at or near budget, interest rates continue to trend lower as a result of the COVID-19 Pandemic.

The Legal Services and Fees of this financial report provides a listing of legal services and fees paid through the fourth quarter of FY 2021.

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 2021 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 \$59,064,500 were slightly above total revenues of \$58,718,500. Total Fiscal Year 2021 revenue increased from Fiscal Year 2020 by \$2,167,400 or 3.83%. Total revenues were \$810,200 above the beginning budget of \$57,908,300. The main components of this increase was an increase in Property Taxes, Half-Cent Sales Tax, and License and Permits. Property Taxes increased \$246,300 over the beginning budget, Half Cent Sales Taxes increase \$738,000 over the beginning budget, and

License and Permits were \$95,100 over the beginning budget. Interest Income exceeded beginning budget by \$101,400. Additionally, revenue in the amount of \$249,500 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 \$ 18,137,200 was above the Fiscal Year 2020 revenue by \$1,184,100 or 6.98%. Local Business Tax revenue of \$936,000 was lower than Fiscal Year 2020 revenue by \$23,000 or 2.4%. Half Cent Sales Tax revenues increased from the prior year by \$1,083,100 or 22.02% and Municipal Revenue Sharing increased from the prior year revenues by \$83,800 or 3.56% both due to the ongoing recovery from the COVID-19 Pandemic.

Generally, departmental expenditures including encumbrances were within final approved appropriations; overall, expenditures and encumbrances net of contracts payable were 4.91% or \$3,050,800 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 2021 General Fund non-spendable, restricted, committed, assigned and unassigned fund balance are:

Amount	Description
	<b><u>Non-Spendable</u></b>
\$ 43,900	- Prepaid Expenses
43,900	Sub-Total Non-Spendable
	<b><u>Restricted</u></b>
387,300	- Saenger Theatre Capital
767,300	- Encumbrance Carryforward Appropriation
1,154,600	Sub-Total Restricted
	<b><u>Committed</u></b>
14,042,800	- Council Reserve - 22.77%
572,500	- Tree Planting Trust Fund
4,700	- Park Purchases Fund
14,620,000	Sub-Total Committed
	<b><u>Assigned</u></b>
5,100,000	- Designation for Fund Balance (FY 2022-2024)
494,400	- Designation for Housing Initiatives
2,461,500	- Designated for Natural Disaster 12.5% Match
479,000	- Unencumbered Carryforward Appropriation
100,000	- Unencumbered Carryforward Appropriation (there is HOPE)
691,700	- FY21 Fund Balance Draw - FOP and AFSCME Union
526,300	- Special Assessments
26,400	- Designation for Lien Amnesty
9,879,300	Sub-Total Assigned
	<b><u>Unassigned</u></b>
98,400	- Available Balance for Future Year Appropriations
98,400	Sub-Total Unassigned
<b>\$ 25,796,200</b>	<b>Total Fund Balance</b>

The \$13.99 million City Council reserve experienced an increase of \$53,400 in interest earnings during Fiscal Year 2021 for a total amount of \$14,042,800. This reserve amount represents 22.77% of Fiscal Year 2022 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 2022 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 2022 Beginning Budget Document that amount is projected to be approximately \$1.7 million for fiscal years (FY 2022, FY 2023, and FY 2024) 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 2022 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, \$2.46 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. By assigning fund balance, the amount of \$98,400 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 2021, the “Tree Planting Trust Fund” account contributions plus interest income equaled \$72,214 and \$27,700 in encumbrances and 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 2021 was \$572,521. The balance will be appropriated on the Unencumbered Carryforward Resolution No. 2021-106 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 2021 the “Park Purchases Trust Fund” account contributions plus interest income equaled \$8,497 and expenditures totaling \$110,000. The total balance in the “Park Purchases Trust Fund” at the end of Fiscal Year 2021 was \$4,735.

At the April 8, 2021 City Council Meeting, Supplemental Budget Resolution No. 2021-19 was adopted appropriating \$110,000 from the unencumbered Park Purchases Trust Fund for the purchase of property to expand Magee Field.

### **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 \$6,589 and the expenditures were \$28,066. The total balance in the Housing Initiatives Fund at the end of the Fiscal Year 2021 was \$494,402.

### **Local Option Gasoline Tax Fund:**

Fiscal Year 2021 revenue from Local Option Gasoline Tax increased \$110,200 above the amount received in Fiscal Year 2020. The total Local Option Gasoline Tax and Interest Income revenue of \$1,438,800 was above the beginning budget of \$1,370,000 by \$68,800. The Local Option Gasoline Tax is based on the number of gallons sold. With the reopening of businesses and less telecommuting due to the COVID-19 Pandemic, there are more drivers on the road meaning more gasoline being purchased resulting in additional revenue over the prior fiscal year. Total revenues and appropriated fund balance of \$1,541,100 is in balance with the total expenditures.

Ending restricted fund balance excluding encumbrances was \$1,079,500, which will be used for future debt service payments. As of December 2021, projected fund balance for future year appropriations is \$902,300.

### **Stormwater Utility Fund:**

Total stormwater utility fees including penalties were \$2,801,900. The State Right of Way Maintenance Contract with the State of Florida awarded to the Public Works Department provided revenue in the amount of \$90,200 for Fiscal Year 2021, an increase of \$800. One of the areas of maintenance is the General Daniel "Chappie" James Bridge (Three Mile Bridge). With the ongoing construction of the bridge, as well as repairs for damages caused by Hurricane Sally, the bridge is no longer being maintained by the City, thus revenue from the State only increased by \$800 over Fiscal Year 2020. This is anticipated to continue through the end of Fiscal Year 2022.

Total revenues for the Stormwater Utility Fund of \$2,902,800 are equal to budget. Total expenditures and encumbrances net of contracts payable of \$3,055,400 for the fiscal year are below budget of \$ 3,253,300 by \$197,900.

At fiscal year end the Stormwater Utility Fund committed fund balance excluding encumbrances was \$264,200 which is available for appropriations in future years. As of December 2021, projected fund balance for future year appropriations is \$206,500. Supplemental Budget Resolution No. 2021-106 includes a drawdown of fund balance in the amount of \$58,700 for an increase to the Allocated Overhead adjustment. The projected fund balance for future year appropriations of 206,500 and includes the 58,700 drawdown. For Fiscal Year 2022 City Council approved an adjustment to the Stormwater Utility Fee from \$72.24 per ESU to \$76.12 with a subsequent increase for Fiscal Year 2023 to the maximum approved by City Council of \$80 per ESU. This increase for Fiscal Year 2022 is expected to increase revenue by an estimated \$136,800 in order to provide sufficient funding for an additional three-person crew to provide additional stormwater maintenance.

### **Parking Management Fund:**

Fiscal Year 2021 revenues exceeded expenses and encumbrances by \$121,700. Fiscal Year 2021 is the first year Parking Management operated under City Management, thus there is no year over year comparative data. Parking revenues were impacted during the first months of FY 2021 by COVID-19 and the closure of the General Daniel "Chappie" James Jr.

Bridge due to Hurricane Sally damage. However, parking activities since that time continue to recover and increased through the fourth quarter.

Expenditures and encumbrances totaled \$729,000 and Revenues met the budget of \$850,700 at year end for Parking Management.

At fiscal year end the Parking Management Fund committed fund balance excluding encumbrances was \$421,600 which is available for appropriations in future years. As of December 2021, projected fund balance for future year appropriations is \$421,600.

### **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, \$2.46 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 \$1,003,400 with other revenues totaling \$2,981,000 coming from FEMA, State, and Insurance proceeds net of interest adjustments in Fiscal Year 2021.

Expenditures and encumbrances net of contracts payable of \$17,447,100 were greater than revenues of \$3,984,400 by \$13,462,700 at fiscal year end. At the end of Fiscal Year 2021 restricted fund balance excluding encumbrances was a negative \$8,740,400. 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 \$853,000 were at final budget estimates. When compared to FY 2020, revenue for this fiscal year is \$49,200 above prior year revenues. Expenditures and encumbrances net of contracts payable of \$764,300 were \$96,200 under final budget. Revenues were \$88,700 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 to the public 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 2021, total assigned fund balance excluding encumbrances was \$230,900 after the \$250,000 subsidy. As of December 2021 projected fund balance for future year appropriations is \$235,200.

During Fiscal Year 2020, 21,828 rounds were played with 6,638 driving range usage, and through the end of Fiscal Year 2021, 23,401 rounds were played with 6,737 driving range usage, an increase of 1,573 rounds and an increase of 99 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 2021.

### **Inspection Services Fund:**

Inspection Services revenues of \$3.0 million exceeded beginning budget estimates by \$1,292,000. During the previous fiscal year a slight downturn with commercial construction projects occurred due to the COVID-19 Pandemic. However, since that time, recovery from the damages incurred due to Hurricane Sally and increased housing and overall building permits have increased and contributed to this increase in revenues. Expenditures and encumbrances of \$1,836,600 were \$1,157,000 below ending budget and revenues exceeded expenditures by \$1,142,600.

At the end of Fiscal Year 2021, restricted fund balance excluding encumbrances was \$1,135,000.

### **Roger Scott Tennis Center:**

The City's three-year contract that began on January 1, 2018 with Gulf Coast Tennis Group, LLC for the operation and management of the Roger Scott Tennis Center continues to be extended monthly while new contract negotiations continue. The new contract language is still in review by City Staff and the operation management agreement is month by month until the new contract is executed. As part of the current 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 \$131,600 were at the final budget estimate at fiscal year end. Historical activity at the Roger Scott Tennis Center has declined due to the COVID-19 Pandemic, but continues to increase over the prior year's activity through the fourth quarter.

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.

Expenditures and encumbrances of \$74,300 were below budget by \$57,400. Total revenues exceeded expenditures by \$57,400. Assigned fund balance at the end of Fiscal Year 2021 was \$210,700, which is available for appropriation in future years. As of December 2021, projected fund balance for future year appropriations is \$210,700.

Following is a comparison of the activity at Roger Scott Tennis Center between the fourth quarter for FY's 2020 and 2021.

	<u>FYE 2020</u>	<u>FYE 2021</u>	<u>DIFF</u>
Daily Participants			
Hard Courts	1,361	1,006	(355)
All Courts (Includes Clay Courts)	<u>3,189</u>	<u>2,679</u>	<u>(510)</u>
Sub-Total	<u>4,550</u>	<u>3,685</u>	<u>(865)</u>
Playing Members	<u>20,889</u>	<u>22,559</u>	<u>1,670</u>
<b>Sub-Total</b>	<b><u>25,439</u></b>	<b><u>26,244</u></b>	<b><u>805</u></b>
Instructional Students	27,156	28,030	874
Rentals/Special Events/Programs	6,427	8,876	2,449
<b>Total Players</b>	<b><u>59,022</u></b>	<b><u>63,150</u></b>	<b><u>4,128</u></b>

### **Community Maritime Park Management Services Fund:**

The Community Maritime Park is another area that has been impacted by the COVID-19 Pandemic. There are limited activities at the park due to COVID, however Baseball Season resumed on May 4, 2021 with the first home game on May 11, 2021. These large event activities at the Park help generate parking revenues that have been absent since the beginning of the pandemic. Park activities continue to increase at fiscal year end.

Revenues of \$1,292,300 were above budget estimates (excluding Renewal & Replacement) by \$29,900 mainly due to increased park attendance surcharge revenue. Community Maritime Park Operating Expenditures and encumbrances of \$931,800 were below budget by \$405,100. Total revenues exceeded expenditures by \$360,400.

Renewal & Replacement revenues of \$105,600 exceed total Renewal & Replacement expenditures and encumbrances of \$72,700 by \$32,900.

Ending restricted fund balance excluding encumbrances, Parking and Renewal & Replacement was \$550,000.

### **Local Option Sales Tax Fund:**

Revenues of \$10,718,900 were equal to ending budget in the Local Option Sales Tax (LOST) Fund. Local Option Sales Tax collections increased by 23.22% from Fiscal Year 2020 as the economy recovers from the COVID-19 Pandemic. The Local Option Sales Tax Plan is an eleven-year plan that will end on December 31, 2028. As anticipated Sales Tax revenues have picked back up as the COVID-19 Pandemic subsides. Over the life of the LOST IV Series total revenue should equal the total estimated revenue.

At the close of Fiscal Year 2020, the revenue from the Local Option Sales Tax was below the estimated revenue by \$698,991 due to the COVID-19 Pandemic. Because the Local Option Sales Tax Plan is an eleven year plan, it was anticipated that, over the life of

the LOST IV Series, the revenues should be at the original estimated amount. Therefore, revenues for future years were adjusted upwards in order to avoid the need to reduce or eliminate projects included in the plan. As reported in November, Supplemental Budget Resolution No. 2021-92 recognized an additional \$1.2 million in LOST revenue. This revenue was placed into Fund Balance to offset the significant reduction experienced in Fiscal Year 2020. The previous revenue adjustments made have been restored to pre-COVID numbers and the remaining \$804,532 has been placed in Capital Equipment Reserves. A review will be made of the various requests made in the Fiscal Year 2022 budget but were not approved due to the anticipated decrease in revenue and a recommendation will be brought back before City Council to address those unfunded needs such as Police Vehicles, Fire Apparatus and equipment requested by other General Fund departments.

This revenue line item is 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 \$16,290,500 were well within the \$41,019,000 budget.

Restricted fund balance excluding encumbrances and bond reserves decreased an additional \$1.8 million from a negative \$1,266,500 to a negative \$3,086,100 in Fiscal Year 2021. All bond eligible expenses have been accounted for separately in the financial statements. 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:**

The General Fund transfer in the amount of \$2,735,000 to the Stormwater Capital Projects Fund will no longer equal the revenue fee collection in the Stormwater Utility Fund. During May 2021 City Council adopted Resolution No. 2021-32 amending the City's Financial Planning and Administrative Policy that provides greater flexibility allowing Stormwater Capital purchases to be paid for outside the Stormwater Capital Project Fund and set the General Fund transfer amount to the Stormwater Capital Fund at \$2,735,000 for future years.

Total expenditures and encumbrances net of contracts payable were \$4,432,000. At fiscal year end, fund balance less encumbrances was \$2,857,200, of which \$2,814,700 has been carried forward to complete approved Stormwater capital projects.

### **Gas Utility Fund:**

Revenues of \$51,426,400 exceeded Fiscal Year 2021 operating expenses of \$50,078,400 by \$1,348,100. Compared to Fiscal Year 2020, revenues for Fiscal Year 2021 increased by \$3,835,500. This is due mainly to an increase in consumption and an overall increase in gas costs over the prior year. The additional 10¢ in the Purchase Gas Adjustment (PGA) calculation for the Pensacola Energy reserve was suspended in April 2021. During Fiscal Year 2021, a total of \$1,103,380 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 2021, \$3,415,600 has been received from Infrastructure Cost Recovery Revenue.

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 2021 were \$22.3 million. At fiscal year end net current assets were \$23.7 million, a \$1.4 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 2021 were \$64.5 million. At fiscal year end that amount increased by \$8.9 million to \$73.4 million.

### **Sanitation Fund:**

Sanitation Operations revenues of \$7,585,600 were below Sanitation expenses (excluding Code Enforcement) of \$9,135,900 by \$1,550,300. Sanitation Fund revenues for Fiscal Year 2021 were \$819,900 below the Fiscal Year 2020 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 revenue of \$1,550,700 exceeded total Code Enforcement expenses of \$1,276,100 by \$274,600.

Net current assets, excluding Code Enforcement and Lot Cleaning at the beginning of Fiscal Year 2021 were \$1,289,700. At fiscal year end net current assets were \$222,500, a decrease of \$1,067,200. Total fund equity less bond reserves increased by \$510,200 ending the fiscal year with \$829,700 balance.

Decreases in Sanitation revenues have been offset with a reduction in Appropriated Fund Balance. There were no Federal CNG rebates received at fiscal year end.

### **Port Fund:**

Port Revenues of \$4,575,800 plus \$87,700 in Transfers In from the Local Option Sales Tax Fund were above Port operating expenses of \$3,256,500 by \$1,407,000 at fiscal year end. Port Revenues for Fiscal Year 2021 exceeded Fiscal Year 2020 by \$1,820,800 before the Transfer In from the Local Option Sales Tax Fund. The majority of this increase is due to the increase in Storage, Seville Harbor Lease, and Hurricane Salley Insurance Proceeds revenue. Some of 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 2021, were \$1,403,200. By fiscal year end net current assets totaled \$3,495,800, an increase of \$2,092,600. Total fund equity less bond reserves at the end of Fiscal Year 2021 were \$18.3 million, an increase of \$2,413,900 from ending Fiscal Year 2021.

### **Airport Fund:**

Revenues of \$22.6 million were higher than original budget estimates by \$3,833,300. Compared to Fiscal Year 2020 revenues for Fiscal Year 2021 increased by \$999,700 and Airport operating expenses (excluding CARES Act Funding and Debt Service) were \$93,900 above Fiscal Year 2020 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. Beginning in Fiscal Year 2020 through the end of Fiscal Year 2021, the Airport has received \$10.2 million in CARES Act funding. The transportation industry is recovering from the effects of the COVID-19 Pandemic with passenger traffic increasing significantly. Airport Management continues to monitor transportation activities and taking appropriate budgetary action as needed.

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 2021 were \$11.8 million. At fiscal year end they totaled \$14.0 million, an increase of \$2.2 million. Total fund equity less required bond reserves increased by \$19.3 million from a beginning balance of \$166.3 million to \$185.6 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 2021</u>	<u>FY 2020</u>	<u>FY 2019</u>
July	0.18%	1.15%	1.95%
August	0.18%	0.91%	2.13%
Sept.	0.18%	0.89%	1.84%

**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 2021 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 20.7%, the Fire Pension Plan net gain was 22.8% and the Police Pension Plan net gain was 22.16% for Fiscal Year 2021. As of Fiscal Year Ended 2021, 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, 2021**  
**(Unaudited)**

	FY 2021				FY 2020				
	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	\$ 1,700,000	3,346,713	3,346,713	3,346,713	100.00%	3,416,091	100.00%	3,416,091	100.00%
REVENUES:									
GENERAL PROPERTY TAXES									
Current Taxes	17,860,900	18,093,919	18,093,919	18,093,919	100.00%	16,896,732	100.00%	16,896,732	100.00%
Delinquent Taxes	30,000	43,324	43,324	43,324	100.00%	56,368	100.00%	56,368	100.00%
Sub-Total	17,890,900	18,137,243	18,137,243	18,137,243	100.00%	16,953,100	100.00%	16,953,100	100.00%
FRANCHISE FEE									
Gulf Power - Electricity	6,068,800	5,848,323	5,848,323	5,848,323	100.00%	5,743,223	100.00%	5,743,223	100.00%
City of Pensacola - Gas	975,000	983,948	983,948	983,948	100.00%	902,541	100.00%	902,541	100.00%
ECUA - Water and Sewer	1,964,200	1,874,598	1,874,598	1,874,597	100.00%	1,871,688	100.00%	1,871,688	100.00%
Sub-Total	9,008,000	8,706,869	8,706,869	8,706,868	100.00%	8,517,452	100.00%	8,517,452	100.00%
PUBLIC SERVICE TAX									
Gulf Power - Electricity	6,744,200	6,640,993	6,640,993	6,640,993	100.00%	6,478,923	100.00%	6,478,923	100.00%
City of Pensacola - Gas	823,700	844,286	844,286	844,286	100.00%	780,785	100.00%	780,785	100.00%
ECUA - Water	1,320,000	1,238,943	1,238,943	1,238,942	100.00%	1,288,892	100.00%	1,288,892	100.00%
Miscellaneous	30,000	41,991	41,991	41,992	100.00%	31,711	100.00%	31,711	100.00%
Sub-Total	8,917,900	8,766,213	8,766,213	8,766,213	100.00%	8,580,311	100.00%	8,580,311	100.00%
LOCAL BUSINESS TAX									
Local Business Tax	900,000	917,120	917,120	918,590	100.16%	944,046	100.48%	944,046	100.48%
Local Business Tax Penalty	15,000	18,921	18,921	17,450	92.23%	15,033	76.90%	15,033	76.90%
Sub-Total	915,000	936,041	936,041	936,040	100.00%	959,079	100.00%	959,079	100.00%

**CITY OF PENSACOLA**  
**GENERAL FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Twelve Months Ended September 30, 2021**  
**(Unaudited)**

	FY 2021				FY 2020				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	% OF ACTUAL 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)	45,000	120,394	120,394	120,393	100.00%	108,194	100.00%	108,194	100.00%
Taxi Permits	8,000	50	50	50	100.00%	3,401	100.00%	3,401	100.00%
Fire Permits	23,000	21,365	21,365	21,365	100.00%	21,300	100.00%	21,300	100.00%
Tree Removal & Pruning Permits	0	3,750	3,750	3,750	100.00%	2,475	100.00%	2,475	100.00%
Micromobility/Scooter Permit	0	25,500	25,500	25,500	100.00%	0	0.00%	0	0.00%
Sub-Total	<u>76,000</u>	<u>171,059</u>	<u>171,059</u>	<u>171,058</u>	100.00%	<u>135,370</u>	100.00%	<u>135,370</u>	100.00%
INTERGOVERNMENTAL									
FEDERAL									
Payment in Lieu of Taxes	10,500	6,178	6,178	6,178	100.00%	9,198	100.00%	9,198	100.00%
STATE									
1/2 Cent Sales Tax	5,262,900	6,000,838	6,000,838	6,000,839	100.00%	4,917,734	100.00%	4,917,734	100.00%
Beverage License Tax	110,000	125,305	125,305	125,305	100.00%	120,552	100.00%	120,552	100.00%
Mobile Home Tax	11,000	11,160	11,160	11,160	100.00%	11,881	100.67%	11,881	100.67%
Communication Services Tax	3,148,100	3,159,425	3,159,425	3,159,425	100.00%	3,185,927	100.00%	3,185,927	100.00%
State Rev Sharing - Motor Fuel Tax	541,300	541,669	541,669	541,669	100.00%	532,969	100.00%	532,969	100.00%
State Rev Sharing - Sales Tax	1,853,700	1,896,575	1,896,575	1,896,575	100.00%	1,821,496	100.00%	1,821,496	100.00%
Gas Rebate Municipal Vehicles	12,000	20,768	20,768	20,769	100.00%	26,691	100.00%	26,691	100.00%
Fire Fighter Supplemental Compensation	45,000	30,518	30,518	30,517	100.00%	45,299	100.00%	45,299	100.00%
Sub-Total	<u>10,994,500</u>	<u>11,792,436</u>	<u>11,792,436</u>	<u>11,792,437</u>	100.00%	<u>10,671,747</u>	100.00%	<u>10,671,747</u>	100.00%
OTHER CHARGES FOR SERVICES									
Swimming Pool Fees	0	546	546	546	100.00%	68	100.00%	68	100.00%
Boat Launch Fees	18,000	0	0	0	----	4,613	100.00%	4,613	100.00%
Esc. School Board - SRO	345,700	273,098	273,098	273,097	100.00%	244,563	100.00%	244,563	100.00%
ECSD - 911 Calltakers	244,500	246,000	246,000	246,000	100.00%	246,000	100.00%	246,000	100.00%
Downtown Improvement Board - COPS	60,000	60,000	60,000	60,000	100.00%	45,000	100.00%	45,000	100.00%
State Traffic Signal Maintenance	326,600	352,484	352,484	352,484	100.00%	368,949	100.00%	368,949	100.00%
State Street Light Maintenance	312,700	396,762	396,762	396,762	100.00%	359,051	100.00%	359,051	100.00%
State Reimbursable Agreements	100,000	345,429	345,429	249,499	72.23%	211,305	100.00%	211,305	100.00%
Miscellaneous	45,000	29,070	29,070	29,070	100.00%	23,681	100.00%	23,681	100.00%
Sub-Total	<u>1,452,500</u>	<u>1,703,389</u>	<u>1,703,389</u>	<u>1,607,458</u>	94.37%	<u>1,503,230</u>	100.00%	<u>1,503,230</u>	100.00%

**CITY OF PENSACOLA**  
**GENERAL FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Twelve Months Ended September 30, 2021**  
**(Unaudited)**

	FY 2021				FY 2020				
	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	11,056	11,056	11,056	100.00%	12,977	100.00%	12,977	100.00%
Traffic Fines	110,000	75,677	75,677	75,767	100.12%	84,988	100.00%	84,988	100.00%
OTHER FINES									
Miscellaneous	6,000	1,909	1,909	1,909	100.00%	3,436	100.00%	3,436	100.00%
Sub-Total	<u>128,500</u>	<u>88,642</u>	<u>88,642</u>	<u>88,732</u>	100.10%	<u>101,401</u>	100.00%	<u>101,401</u>	100.00%
INTEREST									
Investments and Deposits	0	105,807	105,807	101,403	95.84%	406,521	96.27%	406,521	96.27%
Sub-Total	<u>0</u>	<u>105,807</u>	<u>105,807</u>	<u>101,403</u>	95.84%	<u>406,521</u>	96.27%	<u>406,521</u>	96.27%
OTHER REVENUES									
Miscellaneous	400,000	236,088	236,088	286,265	121.25%	571,958	98.12%	571,958	98.12%
Miscellaneous - Saenger Facility Fee	75,000	45,029	45,029	45,029	100.00%	61,402	100.00%	61,402	100.00%
Sale of Assets	50,000	79,745	79,745	79,745	100.00%	89,569	100.00%	89,569	100.00%
Sub-Total	<u>525,000</u>	<u>360,862</u>	<u>360,862</u>	<u>411,039</u>	113.90%	<u>722,929</u>	98.51%	<u>722,929</u>	98.51%
Sub-Total Revenues	<u>49,908,300</u>	<u>50,768,561</u>	<u>50,768,561</u>	<u>50,718,491</u>	99.90%	<u>48,551,140</u>	99.95%	<u>48,551,140</u>	99.95%
TRANSFERS IN									
Gas Utility Fund	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
Sub-Total	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	100.00%	<u>8,000,000</u>	100.00%	<u>8,000,000</u>	100.00%
TOTAL REVENUES	<u>57,908,300</u>	<u>58,768,561</u>	<u>58,768,561</u>	<u>58,718,491</u>	99.91%	<u>56,551,140</u>	99.95%	<u>56,551,140</u>	99.95%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 59,608,300</u>	<u>62,115,274</u>	<u>62,115,274</u>	<u>62,065,204</u>	99.92%	<u>59,967,231</u>	99.96%	<u>59,967,231</u>	99.96%

**CITY OF PENSACOLA  
GENERAL FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL  
For the Twelve Months Ended September 30, 2021  
(Unaudited)**

	FY 2021					FY 2020				
	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.
<b>EXPENDITURES:</b>										
<b>CITY COUNCIL</b>										
Personnel Services	\$ 758,700	751,200	751,170	647,435		86.19%	600,028	87.36%	600,028	87.36%
City Sponsored Pensions	0	0	55	49		89.09%	47	47.00%	47	47.00%
Sub-Total	758,700	751,200	751,225	647,484		86.19%	600,075	87.36%	600,075	87.36%
Operating Expenses	490,900	1,230,934	1,230,909	363,197	85,839	36.48%	364,764	47.42%	364,764	47.42%
Sub-Total	1,249,600	1,982,134	1,982,134	1,010,681	85,839	55.32%	964,839	66.26%	964,839	66.26%
Allocated Overhead/(Cost Recovery)	(379,600)	(407,800)	(407,800)	(407,800)		100.00%	(379,600)	100.00%	(379,600)	100.00%
Sub-Total	870,000	1,574,334	1,574,334	602,881	85,839	43.75%	585,239	54.36%	585,239	54.36%
<b>MAYOR</b>										
Personnel Services	1,527,800	1,527,800	1,611,846	1,575,266		97.73%	1,412,846	94.06%	1,412,846	94.06%
City Sponsored Pensions	47,000	47,000	47,045	47,044		100.00%	47,000	100.00%	47,000	100.00%
Sub-Total	1,574,800	1,574,800	1,658,891	1,622,310	0	97.79%	1,459,846	94.24%	1,459,846	94.24%
Operating Expenses	481,100	507,726	546,587	459,018	23,390	88.26%	429,353	77.88%	429,353	77.88%
Sub-Total	2,055,900	2,082,526	2,205,478	2,081,328	23,390	95.43%	1,889,199	89.94%	1,889,199	89.94%
Allocated Overhead/(Cost Recovery)	(834,900)	(1,028,800)	(1,028,800)	(1,028,800)		100.00%	(834,900)	100.00%	(834,900)	100.00%
Sub-Total	1,221,000	1,053,726	1,176,678	1,052,528	23,390	91.44%	1,054,299	83.31%	1,054,299	83.31%
<b>CITY CLERK</b>										
Personnel Services	298,100	298,100	299,850	299,292		99.81%	287,161	98.61%	287,161	98.61%
City Sponsored Pensions	28,100	28,100	28,100	28,100		100.00%	28,100	100.00%	28,100	100.00%
Sub-Total	326,200	326,200	327,950	327,392	0	99.83%	315,261	98.74%	315,261	98.74%
Operating Expenses	57,000	57,000	54,417	48,952		89.96%	42,305	73.45%	42,305	73.45%
Sub-Total	383,200	383,200	382,367	376,344	0	98.42%	357,566	94.87%	357,566	94.87%
Allocated Overhead/(Cost Recovery)	(85,600)	(111,200)	(111,200)	(111,200)		100.00%	(85,600)	100.00%	(85,600)	100.00%
Sub-Total	297,600	272,000	271,167	265,144	0	97.78%	271,966	93.36%	271,966	93.36%

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  
GENERAL FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL  
For the Twelve Months Ended September 30, 2021**

	(Unaudited) FY 2021					FY 2020				
	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.	
				ENCUMBRANCES						
EXPENDITURES: (continued)										
LEGAL										
Personnel Services	917,200	917,200	938,517	938,514		100.00%	866,275	98.69%	866,275	98.69%
City Sponsored Pensions	18,900	18,900	18,900	18,900		100.00%	18,900	100.00%	18,900	100.00%
Sub-Total	936,100	936,100	957,417	957,414	0	100.00%	885,175	98.71%	885,175	98.71%
Operating Expenses	200,100	200,100	136,169	116,705	481	86.06%	123,488	72.00%	123,488	72.00%
Sub-Total	1,136,200	1,136,200	1,093,586	1,074,119	481	98.26%	1,008,663	94.43%	1,008,663	94.43%
Allocated Overhead/(Cost Recovery)	(296,600)	(369,600)	(369,600)	(369,600)		100.00%	(296,600)	100.00%	(296,600)	100.00%
Sub-Total	839,600	766,600	723,986	704,519	481	97.38%	712,063	92.28%	712,063	92.28%
HUMAN RESOURCES										
Personnel Services	883,000	883,000	909,377	909,371		100.00%	826,663	99.96%	826,663	99.96%
City Sponsored Pensions	107,700	107,700	107,841	107,840		100.00%	107,836	99.94%	107,836	99.94%
Sub-Total	990,700	990,700	1,017,218	1,017,211	0	100.00%	934,499	99.96%	934,499	99.96%
Operating Expenses	183,600	193,600	167,082	162,207	2,314	98.47%	180,764	82.27%	180,764	82.27%
Sub-Total	1,174,300	1,184,300	1,184,300	1,179,418	2,314	99.78%	1,115,263	96.59%	1,115,263	96.59%
Allocated Overhead/(Cost Recovery)	(375,900)	(416,400)	(416,400)	(416,400)		100.00%	(375,900)	100.00%	(375,900)	100.00%
Sub-Total	798,400	767,900	767,900	763,018	2,314	99.67%	739,363	94.95%	739,363	94.95%
NON-DEPARTMENTAL FUNDING										
Operating Expenses	4,174,300	4,721,817	4,721,817	4,053,480	5,618	85.96%	3,785,493	89.14%	3,785,493	89.14%
Sub-Total	4,174,300	4,721,817	4,721,817	4,053,480	5,618	85.96%	3,785,493	89.14%	3,785,493	89.14%
FINANCIAL SERVICES										
Personnel Services	1,834,700	1,842,200	1,854,875	1,844,283		99.43%	1,644,354	99.10%	1,644,354	99.10%
City Sponsored Pensions	257,900	257,900	258,326	258,306		99.99%	258,295	99.96%	258,295	99.96%
Sub-Total	2,092,600	2,100,100	2,113,201	2,102,589	0	99.50%	1,902,649	99.21%	1,902,649	99.21%
Operating Expenses	380,700	409,893	396,792	344,298	1,759	87.21%	338,787	86.10%	338,787	86.10%
Sub-Total	2,473,300	2,509,993	2,509,993	2,446,887	1,759	97.56%	2,241,436	96.98%	2,241,436	96.98%
Allocated Overhead/(Cost Recovery)	(1,445,000)	(1,431,100)	(1,431,100)	(1,431,100)		100.00%	(1,445,000)	100.00%	(1,445,000)	100.00%
Sub-Total	1,028,300	1,078,893	1,078,893	1,015,787	1,759	94.31%	796,436	91.95%	796,436	91.95%

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  
GENERAL FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL  
For the Twelve Months Ended September 30, 2021  
(Unaudited)**

	FY 2021					FY 2020				
	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	673,100	673,100	701,100	684,971		97.70%	708,842	99.52%	708,842	99.52%
City Sponsored Pensions	65,900	65,900	65,900	65,900		100.00%	65,900	100.00%	65,900	100.00%
Sub-Total	739,000	739,000	767,000	750,871	0	97.90%	774,742	99.56%	774,742	99.56%
Operating Expenses	304,300	343,330	235,825	172,616	11,115	77.91%	170,954	38.47%	170,954	38.47%
Sub-Total	1,043,300	1,082,330	1,002,825	923,487	11,115	92.09%	945,696	77.36%	945,696	77.36%
PARKS & RECREATION										
Personnel Services	3,525,700	3,525,700	3,381,317	3,098,094		91.62%	2,907,920	96.86%	2,907,920	96.86%
City Sponsored Pensions	655,200	655,200	655,768	655,644		99.98%	655,622	100.00%	655,622	100.00%
Sub-Total	4,180,900	4,180,900	4,037,085	3,753,738	0	92.98%	3,563,542	97.42%	3,563,542	97.42%
Operating Expenses	2,980,300	3,266,665	3,410,955	2,937,836	227,968	92.81%	2,549,138	77.68%	2,549,138	77.68%
Sub-Total	7,161,200	7,447,565	7,448,040	6,691,574	227,968	92.90%	6,112,680	88.09%	6,112,680	88.09%
Allocated Overhead/(Cost Recovery)	(8,900)	(8,800)	(8,800)	(8,800)		100.00%	(8,900)	100.00%	(8,900)	100.00%
Sub-Total	7,152,300	7,438,765	7,439,240	6,682,774	227,968	92.90%	6,103,780	88.07%	6,103,780	88.07%
PUBLIC WORKS & FACILITIES										
Personnel Services	1,707,500	1,707,500	1,733,663	1,697,553		97.92%	1,561,598	94.81%	1,561,598	94.81%
City Sponsored Pensions	276,300	276,300	276,449	276,447		100.00%	276,472	99.97%	276,472	99.97%
Sub-Total	1,983,800	1,983,800	2,010,112	1,974,000	0	98.20%	1,838,070	95.55%	1,838,070	95.55%
Operating Expenses	3,065,700	3,967,498	3,940,711	3,096,908	333,544	87.05%	2,754,763	67.09%	2,754,763	67.09%
Sub-Total	5,049,500	5,951,298	5,950,823	5,070,908	333,544	90.82%	4,592,833	76.17%	4,592,833	76.17%
Allocated Overhead/(Cost Recovery)	(298,700)	(311,200)	(311,200)	(311,200)		100.00%	(298,700)	100.00%	(298,700)	100.00%
Sub-Total	4,750,800	5,640,098	5,639,623	4,759,708	333,544	90.31%	4,294,133	74.93%	4,294,133	74.93%

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.

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**CITY OF PENSACOLA  
GENERAL FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL  
For the Twelve Months Ended September 30, 2021  
(Unaudited)**

	FY 2021					FY 2020				
	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	7,747,700	7,999,000	8,061,134	8,047,408		99.83%	7,439,736	99.91%	7,439,736	99.91%
City Sponsored Pensions	1,281,500	1,281,500	1,286,911	1,286,862		100.00%	1,165,462	99.98%	1,165,462	99.98%
Sub-Total	9,029,200	9,280,500	9,348,045	9,334,270	0	99.85%	8,605,198	99.92%	8,605,198	99.92%
Operating Expenses	1,666,000	1,700,371	1,540,387	1,408,984	54,045	94.98%	1,441,284	92.88%	1,441,284	92.88%
Sub-Total	10,695,200	10,980,871	10,888,432	10,743,254	54,045	99.16%	10,046,482	98.84%	10,046,482	98.84%
POLICE										
Personnel Services	15,387,800	15,387,800	15,550,237	15,471,807		99.50%	14,803,268	95.80%	14,803,268	95.80%
City Sponsored Pensions	4,461,700	4,461,700	4,466,686	4,466,677		100.00%	4,566,435	99.86%	4,566,435	99.86%
Sub-Total	19,849,500	19,849,500	20,016,923	19,938,484	0	99.61%	19,369,703	96.72%	19,369,703	96.72%
Operating Expenses	3,903,000	3,903,440	3,828,456	3,812,691	15,636	100.00%	3,511,968	96.45%	3,511,968	96.45%
Sub-Total	23,752,500	23,752,940	23,845,379	23,751,175	15,636	99.67%	22,881,671	96.68%	22,881,671	96.68%
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	2,735,000	2,735,000	2,735,000		100.00%	2,732,167	100.00%	2,732,167	100.00%
Sub-Total	2,985,000	2,985,000	2,985,000	2,985,000	0	100.00%	2,982,167	100.00%	2,982,167	100.00%
TOTAL EXPENDITURES	\$ 59,608,300	62,115,274	62,115,274	58,302,755	761,709	95.09%	55,198,788	92.01%	55,198,788	92.01%

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, 2021**  
**(Unaudited)**

	FY 2021					FY 2020				
	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	527,207	527,207	527,207		100.00%	71,500	100.00%	71,500	100.00%
REVENUES:										
Tree Trust Fund	0	70,200	70,200	70,200		100.00%	28,500	100.00%	28,500	100.00%
Interest	0	0	0	2,014		----	7,056	----	7,056	----
TOTAL REVENUES	0	70,200	70,200	72,214		102.87%	35,556	124.76%	35,556	124.76%
TOTAL REVENUES AND FUND BALANCE	\$ 0	597,407	597,407	599,421		100.34%	107,056	107.06%	107,056	107.06%
EXPENDITURES:										
Operating Expenses	0	597,407	597,407	22,100	5,600	4.64%	0	0.00%	0	0.00%
Sub-Total	0	597,407	597,407	22,100	5,600	4.64%	0	0.00%	0	0.00%
TOTAL EXPENDITURES	\$ 0	597,407	597,407	22,100	5,600	4.64%	0	0.00%	0	0.00%

**CITY OF PENSACOLA**  
**PARK PURCHASES - GENERAL FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Twelve Months Ended September 30, 2021**  
**(Unaudited)**

	FY 2021				FY 2020				
	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	101,925	101,925	101,925	100.00%	0	----	0	----
REVENUES:									
Park Purchases Fund	0	8,075	8,075	8,075	100.00%	0	----	0	----
Interest	0	0	0	422	----	1,555	----	1,555	----
TOTAL REVENUES	0	8,075	8,075	8,497	105.23%	1,555	----	1,555	----
TOTAL REVENUES AND FUND BALANCE	\$ 0	110,000	110,000	110,422	100.38%	1,555	----	1,555	----
EXPENDITURES:									
Personnel Services	\$ 0	0	0	0	----	0	----	0	----
Operating Expenses	0	0	0	0	----	0	----	0	----
Capital Outlay	0	110,000	110,000	110,000	100.00%	0	----	0	----
Sub-Total	0	110,000	110,000	110,000	100.00%	0	----	0	----
TOTAL EXPENDITURES	\$ 0	110,000	110,000	110,000	100.00%	0	----	0	----

**CITY OF PENSACOLA**  
**HOUSING INITIATIVES FUND - GENERAL FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Twelve Months Ended September 30, 2021**  
**(Unaudited)**

	FY 2021				FY 2020				
	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	515,879	515,879	515,879	100.00%	504,341	100.00%	504,341	100.00%
REVENUES:									
Sale of Asset	0	4,620	4,620	4,621	100.02%	0	----	0	----
Miscellaneous	0	0	0	0		8,270	----	8,270	----
Interest	0	0	0	1,968	----	7,136	----	7,136	----
TOTAL REVENUES	0	4,620	4,620	6,589	142.62%	15,406	----	15,406	----
TOTAL REVENUES AND FUND BALANCE	\$ 0	520,499	520,499	522,468	100.38%	519,747	103.05%	519,747	103.05%
EXPENDITURES:									
Personnel Services	\$ 0	0	42,800	23,239	54.30%	0	0.00%	0	0.00%
Operating Expenses	0	520,499	477,699	4,827	1.01%	2,503	0.52%	2,503	0.52%
Grants & Aids	0	0	0	0	----	0	----	0	----
Sub-Total	0	520,499	520,499	28,066	5.39%	2,503	0.49%	2,503	0.49%
TOTAL EXPENDITURES	\$ 0	520,499	520,499	28,066	5.39%	2,503	0.49%	2,503	0.49%

**CITY OF PENSACOLA**  
**LOCAL OPTION GASOLINE TAX FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Twelve Months Ended September 30, 2021**  
**(Unaudited)**

	FY 2021				FY 2020				
	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	\$ 159,500	102,329	102,329	102,329	100.00%	182,594	100.00%	182,594	100.00%
REVENUES:									
Gasoline Tax (6 cent local)	1,370,000	1,431,737	1,431,737	1,431,737	100.00%	1,301,270	100.00%	1,301,270	100.00%
Interest	0	7,053	7,053	7,053	100.00%	27,364	100.00%	27,364	100.00%
Sub-Total	1,370,000	1,438,790	1,438,790	1,438,790	100.00%	1,328,634	100.00%	1,328,634	100.00%
TOTAL REVENUES	1,370,000	1,438,790	1,438,790	1,438,790	100.00%	1,328,634	100.00%	1,328,634	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 1,529,500	1,541,119	1,541,119	1,541,119	100.00%	1,511,228	100.00%	1,511,228	100.00%
EXPENDITURES:									
Allocated Overhead/(Cost Recovery)	7,200	4,300	4,300	4,300	100.00%	7,200	100.00%	7,200	100.00%
Sub-Total	7,200	4,300	4,300	4,300	100.00%	7,200	100.00%	7,200	100.00%
TRANSFERS OUT									
LOGT Debt Service Fund	1,522,300	1,536,819	1,536,819	1,536,818	100.00%	1,504,028	100.00%	1,504,028	100.00%
TOTAL EXPENDITURES	\$ 1,529,500	1,541,119	1,541,119	1,541,118	100.00%	1,511,228	100.00%	1,511,228	100.00%

**CITY OF PENSACOLA**  
**STORMWATER UTILITY FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Twelve Months Ended September 30, 2021**  
**(Unaudited)**

	FY 2021					FY 2020				
	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	\$ 244,300	350,500	350,500	350,500		100.00%	428,333	100.00%	428,333	100.00%
REVENUES:										
Stormwater Utility Fees	2,730,000	2,799,669	2,799,669	2,799,669		100.00%	2,726,710	100.00%	2,726,710	100.00%
Delinquent Stormwater Utility Fee	5,000	2,278	2,278	2,278		100.00%	5,457	100.00%	5,457	100.00%
Miscellaneous	0	6,502	6,502	6,502		100.00%	2,852	100.00%	2,852	100.00%
CHARGES FOR SERVICES:										
State Right of Way Maintenance	99,600	90,213	90,213	90,213		100.00%	89,427	100.00%	89,427	100.00%
Interest Income	0	4,137	4,137	4,137		100.00%	12,571	100.00%	12,571	100.00%
TOTAL REVENUES	<u>2,834,600</u>	<u>2,902,799</u>	<u>2,902,799</u>	<u>2,902,799</u>		100.00%	<u>2,837,017</u>	100.00%	<u>2,837,017</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 3,078,900</u>	<u>3,253,299</u>	<u>3,253,299</u>	<u>3,253,299</u>		100.00%	<u>3,265,350</u>	100.00%	<u>3,265,350</u>	100.00%
EXPENDITURES:										
STORMWATER O & M										
Personnel Services	\$ 945,100	945,100	1,011,838	1,011,831		100.00%	914,903	97.12%	914,903	97.12%
City Sponsored Pensions	285,400	285,400	285,679	285,679		100.00%	285,779	100.00%	285,779	100.00%
Sub-Total	<u>1,230,500</u>	<u>1,230,500</u>	<u>1,297,517</u>	<u>1,297,510</u>	<u>0</u>	100.00%	<u>1,200,682</u>	97.79%	<u>1,200,682</u>	97.79%
Operating Expenses	574,600	580,522	540,287	423,474	10,040	78.38%	526,284	94.26%	526,284	94.26%
Capital Outlay	0	5,000	5,000	5,000		100.00%	0	0.00%	0	0.00%
Allocated Overhead/(Cost Recovery)	206,100	235,000	235,000	235,000		100.00%	206,100	100.00%	206,100	100.00%
Sub-Total	<u>2,011,200</u>	<u>2,051,022</u>	<u>2,077,804</u>	<u>1,960,984</u>	<u>10,040</u>	94.38%	<u>1,933,066</u>	96.79%	<u>1,933,066</u>	96.79%
STREET CLEANING										
Personnel Services	447,100	447,100	442,795	442,785		100.00%	452,267	99.99%	452,267	99.99%
City Sponsored Pensions	77,200	77,200	77,284	77,283		100.00%	77,292	100.00%	77,292	100.00%
Sub-Total	<u>524,300</u>	<u>524,300</u>	<u>520,079</u>	<u>520,068</u>	<u>0</u>	100.00%	<u>529,559</u>	99.99%	<u>529,559</u>	99.99%
Operating Expenses	427,900	532,677	510,116	417,736	1,283	81.89%	474,495	99.26%	474,495	99.26%
Capital Outlay	0	0	0	0		----	130,627	90.09%	130,627	90.09%
Allocated Overhead/(Cost Recovery)	115,500	145,300	145,300	145,300		100.00%	115,500	100.00%	115,500	100.00%
Sub-Total	<u>1,067,700</u>	<u>1,202,277</u>	<u>1,175,495</u>	<u>1,083,104</u>	<u>1,283</u>	92.14%	<u>1,250,181</u>	98.58%	<u>1,250,181</u>	98.58%
TOTAL EXPENDITURES	<u>\$ 3,078,900</u>	<u>3,253,299</u>	<u>3,253,299</u>	<u>3,044,088</u>	<u>11,323</u>	93.57%	<u>3,183,247</u>	97.49%	<u>3,183,247</u>	97.49%

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCES COLUMN AND CONTRACTS & RETAINAGE PAYABLE ARE BACKED-OUT OF ENCUMBRANCE COLUMN.

**CITY OF PENSACOLA**  
**PARKING MANAGEMENT FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Twelve Months Ended September 30, 2021**  
**(Unaudited)**

	FY 2021					FY 2020				
	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		----	0	----	0	----
REVENUES:										
Dumpster Loan Repayment	0	6,054	6,054	6,054		100.00%	0	----	0	----
Miscellaneous	0	140	140	141		100.71%	0	----	0	----
Intrest Income	0	708	708	709		100.14%	0	----	0	----
CHARGES FOR SERVICES:										
Boat Launch Fees	0	19,297	19,297	19,297		100.00%	0	----	0	----
Parking Fines	0	345,817	345,817	345,816		100.00%	0	----	0	----
Parking Lot	0	89,342	89,342	89,341		100.00%	0	----	0	----
Parking Garage	0	155,727	155,727	155,727		100.00%	0	----	0	----
Parking Meters	0	180,139	180,139	180,139		100.00%	0	----	0	----
Parking on St Dumpsters	0	5,776	5,776	5,776		100.00%	0	----	0	----
Parking -Airport Charges for Service	0	9,077	9,077	9,077		100.00%	0	----	0	----
Special Item	0	38,626	38,626	38,626		100.00%				
TOTAL REVENUES	0	850,703	850,703	850,703		100.00%	0	----	0	----
TOTAL REVENUES AND FUND BALANCE	\$ 0	850,703	850,703	850,703		100.00%	0	----	0	----
EXPENDITURES:										
Personnel Services	\$ 0	311,349	314,449	311,406		99.03%	0	----	0	----
Operating Expenses	0	476,854	465,854	361,227	750	77.70%	0	----	0	----
Capital Outlay	0	22,500	30,400	15,634		51.43%	0	----	0	----
Allocated Overhead/(Cost Recovery)	0	40,000	40,000	40,000		100.00%	0	----	0	----
Sub-Total	0	850,703	850,703	728,267	750	85.70%	0	----	0	----
TOTAL EXPENDITURES	\$ 0	850,703	850,703	728,267	750	85.70%	0	----	0	----

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCE 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, 2021  
(Unaudited)**

	FY 2021					FY 2020				
	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		----	0	100.00%	0	100.00%
REVENUES:										
State - Lee Street	0	0	0	0		----	497,967	100.00%	497,967	100.00%
State - 12th Avenue & Cross	0	39,265	39,265	39,265		100.00%	640,463	94.09%	640,463	94.09%
April Flood - FEMA 75%	0	0	0	20,507		----	0	----	0	----
April Flood -State 75%	0	0	0	3,621		----	0	----	0	----
FEMA COVID 19 (CORONAVIRUS)	0	56,544	56,544	0		0.00%	0	0.00%	0	0.00%
County- COVID19 (CORONAVIRUS)	0	4,415,000	4,415,000	1,003,361		22.73%	647,666	100.00%	647,666	100.00%
Hurricane Sally - FEMA 75%	0	34,044,022	34,044,022	2,289,602		6.73%	0	0.00%	0	0.00%
Hurricane Sally - State 12.5%	0	8,440,547	8,440,547	381,600		4.52%	0	0.00%	0	0.00%
Hurricane Sally - Insurance Proceeds	0	0	0	281,562		----	0	----	0	----
Hurricane Michael - Mutual Aid	0	0	0	1,569		----	18,203	99.99%	18,203	99.99%
Interest	0	0	0	(36,696)		----	2,011	----	2,011	----
Sub-Total	0	46,995,378	46,995,378	3,984,391		8.48%	1,806,310	3.84%	1,806,310	3.84%
TOTAL REVENUES	0	46,995,378	46,995,378	3,984,391		8.48%	1,806,310	3.84%	1,806,310	3.84%
TOTAL REVENUES AND FUND BALANCE	\$ 0	46,995,378	46,995,378	3,984,391		8.48%	1,806,310	3.84%	1,806,310	3.84%
EXPENDITURES:										
Personnel Services	\$ 0	0	757,530	756,474		99.86%	850,803	98.96%	850,803	98.96%
City Sponsored Pensions	0	0	0	0		----	0	----	0	----
Sub-Total	0	0	757,530	756,474	0	99.86%	850,803	98.96%	850,803	98.96%
Operating Expenses	0	46,956,113	44,334,431	12,802,049	1,985,182	33.35%	2,201,266	4.91%	2,201,266	4.91%
Capital Outlay	0	39,265	1,903,417	627,437	1,275,979	100.00%	1,146,691	87.73%	1,146,691	87.73%
Sub-Total	0	46,995,378	46,995,378	14,185,960	3,261,161	37.13%	4,198,760	8.93%	4,198,760	8.93%
TOTAL EXPENDITURES	\$ 0	46,995,378	46,995,378	14,185,960	3,261,161	37.13%	4,198,760	8.93%	4,198,760	8.93%

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, 2021**  
**(Unaudited)**

	FY 2021					FY 2020				
	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	6,025	6,025	6,025		100.00%	(23,926)	100.00%	(23,926)	100.00%
REVENUES:										
GOLF COURSE CHARGES										
Green Fees	280,300	327,470	327,470	327,470		100.00%	307,373	100.00%	307,373	100.00%
Electric Cart Rentals	86,800	115,133	115,133	115,133		100.00%	104,129	100.00%	104,129	100.00%
Pull Cart Rentals	100	268	268	268		100.00%	181	100.00%	181	100.00%
Concessions	18,000	19,500	19,500	18,000		92.31%	18,000	100.00%	18,000	100.00%
Pro Shop Sales	13,000	20,119	20,119	20,120		100.00%	14,788	100.01%	14,788	100.01%
Tournaments	53,000	36,377	36,377	36,377		100.00%	34,840	100.00%	34,840	100.00%
Driving Range	30,500	44,499	44,499	44,499		100.00%	33,358	100.00%	33,358	100.00%
Capital Surcharge	37,000	40,214	40,214	40,214		100.00%	38,907	100.00%	38,907	100.00%
Miscellaneous	0	0	0	0		---	0	---	0	---
Interest Income	0	929	929	929		100.00%	2,250	100.00%	2,250	100.00%
SUB-TOTAL REVENUES	518,700	604,509	604,509	603,010		99.75%	553,826	100.00%	553,826	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	768,700	854,509	854,509	853,010		99.82%	803,826	100.00%	803,826	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 768,700	860,534	860,534	859,035		99.83%	779,900	100.00%	779,900	100.00%
EXPENDITURES:										
OPERATIONS										
Personnel Services	\$ 383,400	383,400	380,247	379,440		99.79%	358,599	95.17%	358,599	95.17%
City Sponsored Pensions	47,000	47,000	47,000	47,000		100.00%	47,000	100.00%	47,000	100.00%
Sub-Total	430,400	430,400	427,247	426,440	0	99.81%	405,599	95.71%	405,599	95.71%
Operating Expenses	338,300	430,134	427,987	311,861	20,799	77.73%	277,597	77.95%	277,597	77.95%
Capital Outlay	0	0	5,300	0	5,207	98.25%	0	0.00%	0	0.00%
Sub-Total	768,700	860,534	860,534	738,301	26,006	88.82%	683,196	87.60%	683,196	87.60%
TOTAL EXPENDITURES	\$ 768,700	860,534	860,534	738,301	26,006	88.82%	683,196	87.60%	683,196	87.60%

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, 2021**  
**(Unaudited)**

	FY 2021					FY 2020				
	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.	
					ENCUMBRANCES					
APPROPRIATED FUND BALANCE	\$ 0	8,972	8,972	8,972		100.00%	(100,449)	100.00%	(100,449)	100.00%
REVENUES:										
Building Permits	860,000	1,888,136	1,888,136	1,888,135		100.00%	886,975	100.14%	886,975	100.14%
Electrical Permits	210,000	218,678	218,678	218,678		100.00%	194,041	100.00%	194,041	100.00%
Gas Permits	48,000	55,250	55,250	55,250		100.00%	45,175	100.00%	45,175	100.00%
Plumbing Permits	140,000	123,552	123,552	123,552		100.00%	108,850	100.00%	108,850	100.00%
Mechanical Permits	94,500	119,725	119,725	119,726		100.00%	84,731	100.00%	84,731	100.00%
Miscellaneous Permits	7,000	6,700	6,700	6,700		100.00%	3,148	100.00%	3,148	100.00%
Zoning Review & Inspection Fees	32,100	60,150	60,150	60,150		100.00%	40,750	100.00%	40,750	100.00%
Permit Application Fee	295,600	478,800	478,800	478,800		100.00%	297,754	100.00%	297,754	100.00%
Tree Removal & Pruning Permits	0	2,250	2,250	2,250		100.00%	975	100.00%	975	100.00%
Lien Search Fees	0	23,775	23,775	23,775		100.00%	11,500	100.00%	11,500	100.00%
Interest Income	0	2,144	2,144	2,144		100.00%	625	100.00%	625	100.00%
Sale of Asset	0	0	0	0		----	2,200	100.00%	2,200	100.00%
Miscellaneous	0	22	22	22		100.00%	28,826	100.00%	28,826	100.00%
TOTAL REVENUES	<u>1,687,200</u>	<u>2,979,182</u>	<u>2,979,182</u>	<u>2,979,182</u>		100.00%	<u>1,705,550</u>	100.07%	<u>1,705,550</u>	100.07%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 1,687,200</u>	<u>2,988,154</u>	<u>2,988,154</u>	<u>2,988,154</u>		100.00%	<u>1,605,101</u>	100.07%	<u>1,605,101</u>	100.07%
EXPENDITURES:										
OPERATIONS										
Personnel Services	\$ 942,200	942,200	1,059,047	1,036,651		97.89%	892,894	98.59%	892,894	98.59%
City Sponsored Pensions	141,800	141,800	141,926	141,916		99.99%	141,909	100.00%	141,909	100.00%
Sub-Total	<u>1,084,000</u>	<u>1,084,000</u>	<u>1,200,973</u>	<u>1,178,567</u>	<u>0</u>	98.13%	<u>1,034,803</u>	98.78%	<u>1,034,803</u>	98.78%
Operating Expenses	390,000	1,601,645	1,484,672	350,129	5,357	23.94%	240,894	80.65%	240,894	80.65%
Capital Outlay	0	27,409	27,409	27,409		100.00%	10,325	23.25%	10,325	23.25%
Sub-Total	<u>1,474,000</u>	<u>2,713,054</u>	<u>2,713,054</u>	<u>1,556,105</u>	<u>5,357</u>	57.55%	<u>1,286,022</u>	92.47%	<u>1,286,022</u>	92.47%
Allocated Overhead/(Cost Recovery)	213,200	275,100	275,100	275,100		100.00%	213,200	100.00%	213,200	100.00%
Sub-Total	<u>1,687,200</u>	<u>2,988,154</u>	<u>2,988,154</u>	<u>1,831,205</u>	<u>5,357</u>	61.46%	<u>1,499,222</u>	93.47%	<u>1,499,222</u>	93.47%
TOTAL EXPENDITURES	<u>\$ 1,687,200</u>	<u>2,988,154</u>	<u>2,988,154</u>	<u>1,831,205</u>	<u>5,357</u>	61.46%	<u>1,499,222</u>	93.47%	<u>1,499,222</u>	93.47%

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, 2021**  
**(Unaudited)**

	FY 2021					FY 2020				
	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		----	16,500	100.00%	16,500	100.00%
REVENUES:										
CHARGES FOR SERVICES										
Scott Tennis Pro Revenue	125,000	130,208	130,208	130,208		100.00%	106,771	100.00%	106,771	100.00%
Scott Tennis Pro Shop Lease	3,700	707	707	640		90.52%	3,883	100.03%	3,883	100.03%
Interest Income	0	763	763	763		100.00%	2,295	100.00%	2,295	100.00%
TOTAL REVENUES	<u>128,700</u>	<u>131,678</u>	<u>131,678</u>	<u>131,611</u>		99.95%	<u>112,949</u>	100.00%	<u>112,949</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 128,700</u>	<u>131,678</u>	<u>131,678</u>	<u>131,611</u>		99.95%	<u>129,449</u>	100.00%	<u>129,449</u>	100.00%
EXPENDITURES:										
OPERATIONS										
Operating Expenses	\$ 128,700	131,678	123,978	65,357	1,283	53.75%	73,964	59.92%	73,964	59.92%
Capital Outlay	0	0	7,700	0	7,620	98.96%	5,339	88.98%	5,339	88.98%
Sub-Total	<u>128,700</u>	<u>131,678</u>	<u>131,678</u>	<u>65,357</u>	<u>8,903</u>	56.40%	<u>79,303</u>	61.26%	<u>79,303</u>	61.26%
TOTAL EXPENDITURES	<u>\$ 128,700</u>	<u>131,678</u>	<u>131,678</u>	<u>65,357</u>	<u>8,903</u>	56.40%	<u>79,303</u>	61.26%	<u>79,303</u>	61.26%

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, 2021**  
**(Unaudited)**

	FY 2021					FY 2020				
	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.
<b>PARK OPERATIONS:</b>										
APPROPRIATED FUND BALANCE	\$ 32,800	74,616	74,616	74,616		100.00%	157,730	100.00%	157,730	100.00%
<b>REVENUES:</b>										
COMMUNITY MARITIME PARK										
Event Scheduling Management										
Rentals	34,000	13,800	13,800	13,800		100.00%	6,700	100.00%	6,700	100.00%
Vendor Kiosk Management										
Kiosk Sales	3,800	0	0	0		----	(300)	----	(300)	----
Donations	0	0	0	0		----	3,500	100.00%	3,500	100.00%
Parking Management	103,000	121,427	121,427	121,427		100.00%	0	----	0	----
City Hall Parking	27,000	26,512	26,512	26,512		100.00%	0	----	0	----
Lease Fees	147,000	148,984	148,984	148,984		100.00%	153,484	100.00%	153,484	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	0	0	0		----	16,667	100.00%	16,667	100.00%
Surcharge										
Attendance	273,100	268,500	268,500	299,837		111.67%	125,000	100.00%	125,000	100.00%
Naming Rights	112,500	112,500	112,500	112,500		100.00%	112,500	100.00%	112,500	100.00%
Community Event Concessions	28,000	0	0	0		----	16,499	99.99%	16,499	99.99%
Parcels Option Payments	0	371,435	371,435	370,107		99.64%	0	----	0	----
Other Charges for Services	23,300	24,067	24,067	24,068		100.00%	24,068	100.00%	24,068	100.00%
Miscellaneous Revenue	0	150	150	50		33.33%	163	100.62%	163	100.62%
Sub-Total	<u>951,700</u>	<u>1,262,375</u>	<u>1,262,375</u>	<u>1,292,285</u>		102.37%	<u>633,281</u>	99.95%	<u>633,281</u>	99.95%
TOTAL REVENUES	<u>951,700</u>	<u>1,262,375</u>	<u>1,262,375</u>	<u>1,292,285</u>		102.37%	<u>633,281</u>	99.95%	<u>633,281</u>	99.95%
TOTAL REVENUES AND FUND BALANCE	\$ <u>984,500</u>	<u>1,336,991</u>	<u>1,336,991</u>	<u>1,366,901</u>		102.24%	<u>791,011</u>	99.96%	<u>791,011</u>	99.96%

**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, 2021**  
**(Unaudited)**

	FY 2021					FY 2020				
	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.
<b>EXPENDITURES</b>										
<b>COMMUNITY MARITIME PARK</b>										
Personnel Services	\$ 121,700	121,700	101,400	47,937		47.28%	36,012	29.59%	36,012	29.59%
Operating Expenses	842,800	1,195,291	1,135,591	764,682	28,454	67.34%	609,396	93.81%	609,396	93.81%
Capital Outlay	0	0	80,000	0	70,772	0.00%	0	----	0	----
Sub-Total	<u>964,500</u>	<u>1,316,991</u>	<u>1,316,991</u>	<u>812,619</u>	<u>99,226</u>	61.70%	<u>645,408</u>	83.68%	<u>645,408</u>	83.68%
<b>DEBT SERVICE</b>										
Principal	20,000	20,000	20,000	20,000		100.00%	20,000	100.00%	20,000	100.00%
Sub-Total	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>0</u>	100.00%	<u>20,000</u>	100.00%	<u>20,000</u>	100.00%
<b>TOTAL PARK OPERATIONS EXPENDITURES</b>	<u>\$ 984,500</u>	<u>1,336,991</u>	<u>1,336,991</u>	<u>832,619</u>	<u>99,226</u>	62.28%	<u>665,408</u>	84.09%	<u>665,408</u>	84.09%
<b>PARK RENEWAL AND REPLACEMENT:</b>										
<b>APPROPRIATED FUND BALANCE</b>	<u>\$ 0</u>	<u>(5,588)</u>	<u>(5,588)</u>	<u>(5,588)</u>		100.00%	<u>0</u>	----	<u>0</u>	----
<b>REVENUES:</b>										
Variable Ticket	129,300	137,601	137,601	106,632		77.49%	(1,992)	----	(1,992)	----
Interest Income	0	4,572	4,572	4,572		100.00%	16,586	100.01%	16,586	100.01%
Sub-Total	<u>129,300</u>	<u>142,173</u>	<u>142,173</u>	<u>111,204</u>		78.22%	<u>14,594</u>	88.00%	<u>14,594</u>	88.00%
<b>TOTAL REVENUES AND FUND BALANCE</b>	<u>\$ 129,300</u>	<u>136,585</u>	<u>136,585</u>	<u>105,616</u>		77.33%	<u>14,594</u>	88.00%	<u>14,594</u>	88.00%
<b>EXPENDITURES</b>										
Operating Expenses	129,300	136,585	136,585	72,696		53.22%	45,786	86.27%	45,786	86.27%
Capital Outlay	0	0	0	0		----	201,948	80.78%	201,948	80.78%
Sub-Total	<u>129,300</u>	<u>136,585</u>	<u>136,585</u>	<u>72,696</u>	<u>0</u>	53.22%	<u>247,734</u>	81.74%	<u>247,734</u>	81.74%
<b>TOTAL RENEWAL AND REPLACEMENT EXPENDITURES</b>	<u>\$ 129,300</u>	<u>136,585</u>	<u>136,585</u>	<u>72,696</u>	<u>0</u>	53.22%	<u>247,734</u>	81.74%	<u>247,734</u>	81.74%
<b>TOTAL FUND:</b>										
<b>TOTAL REVENUES AND FUND BALANCE</b>	<u>\$ 1,113,800</u>	<u>1,473,576</u>	<u>1,473,576</u>	<u>1,472,517</u>		99.93%	<u>805,605</u>	99.72%	<u>805,605</u>	99.72%
<b>TOTAL EXPENDITURES</b>	<u>\$ 1,113,800</u>	<u>1,473,576</u>	<u>1,473,576</u>	<u>905,315</u>	<u>99,226</u>	61.44%	<u>913,142</u>	83.44%	<u>913,142</u>	83.44%

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, 2021**  
**(Unaudited)**

	FY 2021					FY 2020				
	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.
<b>LOCAL OPTION SALES TAX FUND:</b>										
APPROPRIATED FUND BALANCE	\$ 870,000	30,277,674	30,277,674	30,277,674		100.00%	34,804,608	100.00%	34,804,608	100.00%
REVENUES:										
1-CT Local Option Sales Tax	9,466,400	10,718,928	10,718,928	10,718,928		100.00%	8,698,809	100.00%	8,698,809	100.00%
Interest	0	12,422	12,422	12,422		100.00%	67,600	100.00%	67,600	100.00%
Miscellaneous	0	10,000	10,000	10,000		100.00%	18,899	100.00%	18,899	100.00%
TOTAL REVENUES	9,466,400	10,741,350	10,741,350	10,741,350		100.00%	8,785,308	100.00%	8,785,308	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 10,336,400	41,019,024	41,019,024	41,019,024		100.00%	43,589,916	100.00%	43,589,916	100.00%
EXPENDITURES:										
CAPITAL PROJECTS										
Operating Expenses	4,000	64,764	558,230	426,722	128,017	99.37%	1,382,745	94.21%	1,382,745	94.21%
Capital Outlay	6,034,200	20,420,830	19,927,517	6,826,592	3,577,627	52.21%	3,088,246	15.97%	3,088,246	15.97%
Sub-Total	6,038,200	20,485,594	20,485,747	7,253,314	3,705,644	53.50%	4,470,991	21.49%	4,470,991	21.49%
TRANSFER OUT										
Port of Pensacola	0	239,768	239,768	87,659		36.56%	118,454	33.07%	118,454	33.07%
Pensacola International Airport	0	15,995,462	15,995,462	945,850		5.91%	2,128,692	11.75%	2,128,692	11.75%
Sub-Total	0	16,235,230	16,235,230	1,033,509	0	6.37%	2,247,146	12.16%	2,247,146	12.16%
DEBT SERVICE										
Principal	3,821,400	3,821,400	3,821,388	3,821,387		100.00%	3,728,729	100.00%	3,728,729	100.00%
Interest	476,800	476,800	476,659	476,658		100.00%	569,757	100.00%	569,757	100.00%
Sub-Total	4,298,200	4,298,200	4,298,047	4,298,045	0	100.00%	4,298,486	100.00%	4,298,486	100.00%
TOTAL EXPENDITURES	\$ 10,336,400	41,019,024	41,019,024	12,584,868	3,705,644	39.71%	11,016,623	25.27%	11,016,623	25.27%

CARRYOVERS ARE NOT INCLUDED IN ENCUMBRANCES 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, 2021**  
**(Unaudited)**

	FY 2021					FY 2020				
	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.
<b>LOST SERIES 2017 PROJECT FUND:</b>										
APPROPRIATED FUND BALANCE	\$ 0	1,030,879	1,030,879	1,030,879		100.00%	7,176,184	100.00%	7,176,184	100.00%
REVENUES:										
Interest	0	0	0	0		----	60,805	99.99%	60,805	99.99%
TOTAL REVENUES	0	0	0	0		----	60,805	99.99%	60,805	99.99%
TOTAL REVENUES AND FUND BALANCE	\$ 0	1,030,879	1,030,879	1,030,879		100.00%	7,236,989	100.00%	7,236,989	100.00%
EXPENDITURES:										
CAPITAL PROJECTS										
Capital Outlay	0	1,030,879	1,030,879	1,030,875		100.00%	6,206,114	85.76%	6,206,114	85.76%
Sub-Total	0	1,030,879	1,030,879	1,030,875	0	100.00%	6,206,114	85.76%	6,206,114	85.76%
TOTAL LOST IV BOND EXPENDITURES	\$ 0	1,030,879	1,030,879	1,030,875	0	100.00%	6,206,114	85.76%	6,206,114	85.76%
<b>TOTAL:</b>										
TOTAL REVENUES AND FUND BALANCE	\$ 10,336,400	42,049,903	42,049,903	42,049,903		100.00%	50,826,905	100.00%	50,826,905	100.00%
TOTAL EXPENDITURES	\$ 10,336,400	42,049,903	42,049,903	13,615,743	3,705,644	41.19%	17,222,737	33.89%	17,222,737	33.89%

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, 2021**  
**(Unaudited)**

	FY 2021					FY 2020				
	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	4,497,859	4,497,859	4,497,859		100.00%	5,093,802	100.00%	5,093,802	100.00%
REVENUES:										
Interest	0	20,500	20,500	20,500		100.00%	82,335	100.00%	82,335	100.00%
Transfer In From General Fund	2,735,000	2,735,000	2,735,000	2,735,000		100.00%	2,732,167	100.00%	2,732,167	100.00%
TOTAL REVENUES	<u>2,735,000</u>	<u>2,755,500</u>	<u>2,755,500</u>	<u>2,755,500</u>		100.00%	<u>2,814,502</u>	100.00%	<u>2,814,502</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 2,735,000</u>	<u>7,253,359</u>	<u>7,253,359</u>	<u>7,253,359</u>		100.00%	<u>7,908,304</u>	100.00%	<u>7,908,304</u>	100.00%
EXPENDITURES:										
CAPITAL PROJECTS										
Personal Services	\$ 0	0	0	0		----	11,510	98.32%	11,510	98.32%
Operating Expenses	500,000	1,174,914	950,908	639,026	148,969	82.87%	919,295	57.71%	919,295	57.71%
Capital Outlay	2,045,400	5,898,045	6,122,051	2,718,548	745,017	56.58%	2,254,269	36.87%	2,254,269	36.87%
Sub-Total	<u>2,545,400</u>	<u>7,072,959</u>	<u>7,072,959</u>	<u>3,357,574</u>	<u>893,986</u>	60.11%	<u>3,185,074</u>	41.26%	<u>3,185,074</u>	41.26%
Allocated Overhead/(Cost Recovery)	189,600	180,400	180,400	180,400		100.00%	189,600	100.00%	189,600	100.00%
TOTAL EXPENDITURES	<u>\$ 2,735,000</u>	<u>7,253,359</u>	<u>7,253,359</u>	<u>3,537,974</u>	<u>893,986</u>	61.10%	<u>3,374,674</u>	42.67%	<u>3,374,674</u>	42.67%

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, 2021  
(Unaudited)**

	FY 2021					FY 2020				
	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.
<b>GAS OPERATIONS:</b>										
APPROPRIATED FUND BALANCE	\$ 0	1,332,889	1,332,889	1,332,889		100.00%	1,957,685	100.00%	1,957,685	100.00%
<b>REVENUES:</b>										
<b>GAS</b>										
Residential User Fees	21,950,900	23,271,781	23,271,781	23,271,782		100.00%	21,276,188	100.00%	21,276,188	100.00%
Commercial User Fees	13,168,500	12,441,413	12,441,413	12,441,413		100.00%	11,942,163	100.00%	11,942,163	100.00%
Municipal User Fees	282,900	297,674	297,674	297,674		100.00%	306,148	100.00%	306,148	100.00%
Interruptible User Fees	3,185,400	5,361,593	5,361,593	3,145,742		58.67%	3,137,564	60.74%	3,137,564	60.74%
Transportation User Fees	5,477,200	4,426,497	4,426,497	6,642,348		150.06%	5,543,148	157.68%	5,543,148	157.68%
Compressed Natural Gas	922,500	954,400	954,400	954,400		100.00%	884,013	100.00%	884,013	100.00%
Miscellaneous Charges	567,900	658,313	658,313	658,194		99.98%	463,747	99.98%	463,747	99.98%
New Accounts/Turn-on Fees	711,700	467,876	467,876	467,875		100.00%	480,905	100.00%	480,905	100.00%
Interest Income	0	109,337	109,337	109,337		100.00%	374,848	100.00%	374,848	100.00%
Infrastructure Cost Recovery	3,350,900	3,415,627	3,415,627	3,415,627		100.00%	3,118,130	100.00%	3,118,130	100.00%
Cookbooks	0	8,181	8,181	8,181		100.00%	5,210	100.00%	5,210	100.00%
Sale of Asset	0	13,836	13,836	13,836		100.00%	58,836	100.00%	58,836	100.00%
<b>TOTAL REVENUES</b>	<b>49,617,900</b>	<b>51,426,528</b>	<b>51,426,528</b>	<b>51,426,409</b>		<b>100.00%</b>	<b>47,590,900</b>	<b>100.00%</b>	<b>47,590,900</b>	<b>100.00%</b>
<b>TOTAL REVENUES AND FUND BALANCE</b>	<b>\$ 49,617,900</b>	<b>52,759,417</b>	<b>52,759,417</b>	<b>52,759,298</b>		<b>100.00%</b>	<b>49,548,585</b>	<b>100.00%</b>	<b>49,548,585</b>	<b>100.00%</b>
<b>EXPENSES:</b>										
<b>GAS OPERATION &amp; MAINTENANCE</b>										
Personnel Services	\$ 8,524,700	8,524,700	8,124,210	7,898,626		97.22%	7,479,634	90.54%	7,479,634	90.54%
City Sponsored Pensions	1,397,700	1,397,700	1,399,800	1,399,368		99.97%	1,399,291	99.99%	1,399,291	99.99%
Sub-Total	9,922,400	9,922,400	9,524,010	9,297,994	0	97.63%	8,878,925	91.91%	8,878,925	91.91%
Operating Expenses	26,691,700	27,709,457	28,107,847	27,033,081	934,669	99.50%	24,975,279	94.12%	24,975,279	94.12%
Capital Outlay	1,671,500	3,751,760	3,751,760	2,371,567	859,039	86.11%	723,940	35.94%	723,940	35.94%
Sub-Total	38,285,600	41,383,617	41,383,617	38,702,642	1,793,708	97.86%	34,578,144	90.49%	34,578,144	90.49%
<b>TRANSFERS OUT</b>										
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)	1,309,000	1,352,500	1,352,500	1,352,500		100.00%	1,309,000	100.00%	1,309,000	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.

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, 2021  
(Unaudited)**

	FY 2021					FY 2020				
	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	228,300	228,300	228,300	228,213		99.96%	264,221	98.02%	264,221	98.02%
Principal	1,795,000	1,795,000	1,795,000	1,795,000		100.00%	1,759,000	100.00%	1,759,000	100.00%
Sub-Total	<u>2,023,300</u>	<u>2,023,300</u>	<u>2,023,300</u>	<u>2,023,213</u>	<u>0</u>	100.00%	<u>2,023,221</u>	99.74%	<u>2,023,221</u>	99.74%
TOTAL GAS OPERATIONS EXPENSES	<u>\$ 49,617,900</u>	<u>52,759,417</u>	<u>52,759,417</u>	<u>50,078,355</u>	<u>1,793,708</u>	98.32%	<u>45,910,365</u>	92.66%	<u>45,910,365</u>	92.66%

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.

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, 2021  
(Unaudited)**

	FY 2021					FY 2020				
	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.	
				ENCUMBRANCES						
<b>SANITATION OPERATIONS:</b>										
APPROPRIATED FUND BALANCE	\$ 854,000	3,276,737	3,276,737	3,276,737	100.00%	273,128	100.00%	273,128	100.00%	
REVENUES:										
SANITATION										
Residential Refuse Container Charges	4,738,200	4,754,122	4,754,122	4,754,122	100.00%	4,714,676	100.00%	4,714,676	100.00%	
Bulk Item Collection Charges	130,000	128,116	128,116	128,326	100.16%	133,498	100.00%	133,498	100.00%	
Business Refuse Container Charges	162,400	164,932	164,932	164,932	100.00%	126,637	100.00%	126,637	100.00%	
Fuel Surcharge	342,300	333,092	333,092	333,092	100.00%	340,686	100.00%	340,686	100.00%	
County Landfill	1,261,700	1,226,621	1,226,621	1,226,621	100.00%	1,201,958	100.00%	1,201,958	100.00%	
New Accounts/Transfer Fees	85,000	79,300	79,300	79,300	100.00%	78,020	100.00%	78,020	100.00%	
Miscellaneous	40,000	32,330	32,330	32,329	100.00%	87,175	162.27%	87,175	162.27%	
Interest Income	0	7,535	7,535	7,535	100.00%	34,368	100.00%	34,368	100.00%	
Sale of Assets	5,000	19,650	19,650	19,650	100.00%	7,985	100.00%	7,985	100.00%	
<b>SUB-TOTAL SANITATION REVENUES</b>	<b>6,764,600</b>	<b>6,745,698</b>	<b>6,745,698</b>	<b>6,745,907</b>	<b>100.00%</b>	<b>6,725,003</b>	<b>100.50%</b>	<b>6,725,003</b>	<b>100.50%</b>	
CAPITAL EQUIPMENT SURCHARGE										
Equipment Surcharge	748,200	759,456	759,456	759,456	100.00%	499,388	----	499,388	----	
CNG Rebates	500,000	0	0	0	----	1,181,082	100.00%	1,181,082	100.00%	
Advertising Revenue	80,200	80,200	80,200	80,200	100.00%	0	----	0	----	
Sub-Total	1,328,400	839,656	839,656	839,656	100.00%	1,680,470	142.28%	1,680,470	142.28%	
<b>SUB-TOTAL SANITATION REVENUES</b>	<b>8,093,000</b>	<b>7,585,354</b>	<b>7,585,354</b>	<b>7,585,563</b>	<b>100.00%</b>	<b>8,405,473</b>	<b>106.77%</b>	<b>8,405,473</b>	<b>106.77%</b>	
CODE ENFORCEMENT										
Franchise Fees	1,277,700	1,374,952	1,374,952	1,374,953	100.00%	1,324,801	100.00%	1,324,801	100.00%	
Lot Cleaning (FY Cash Balance) *	80,000	102,840	102,840	82,125	79.86%	67,369	66.76%	67,369	66.76%	
Code Enforcement Violations	100,000	93,623	93,623	93,623	100.00%	53,263	100.00%	53,263	100.00%	
Sub-Total	1,457,700	1,571,415	1,571,415	1,550,701	98.68%	1,445,433	97.73%	1,445,433	97.73%	
<b>ENFORCEMENT REVENUES</b>	<b>1,457,700</b>	<b>1,571,415</b>	<b>1,571,415</b>	<b>1,550,701</b>	<b>98.68%</b>	<b>1,445,433</b>	<b>97.73%</b>	<b>1,445,433</b>	<b>97.73%</b>	
<b>SUB-TOTAL REVENUES</b>	<b>9,550,700</b>	<b>9,156,769</b>	<b>9,156,769</b>	<b>9,136,264</b>	<b>99.78%</b>	<b>9,850,906</b>	<b>105.34%</b>	<b>9,850,906</b>	<b>105.34%</b>	
<b>TOTAL REVENUES AND FUND BALANCE</b>	<b>\$ 10,404,700</b>	<b>12,433,506</b>	<b>12,433,506</b>	<b>12,413,001</b>	<b>99.84%</b>	<b>10,124,034</b>	<b>105.19%</b>	<b>10,124,034</b>	<b>105.19%</b>	

\* Actual billings are \$102,8416 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, 2021  
(Unaudited)**

	FY 2021					FY 2020				
	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.	
					ENCUMBRANCES					
<b>SANITATION OPERATIONS CONTINUED:</b>										
EXPENSES:										
SANITATION SERVICES										
Personnel Services	\$ 2,452,200	2,452,200	2,789,867	2,744,545		98.38%	2,234,165	96.44%	2,234,165	96.44%
City Sponsored Pensions	390,000	390,000	390,552	390,542		100.00%	390,513	99.99%	390,513	99.99%
Sub-Total	<u>2,842,200</u>	<u>2,842,200</u>	<u>3,180,419</u>	<u>3,135,087</u>	<u>0</u>	98.57%	<u>2,624,678</u>	96.95%	<u>2,624,678</u>	96.95%
Operating Expenses	3,799,000	3,938,936	3,666,801	3,666,394		99.99%	3,350,864	99.99%	3,350,864	99.99%
Allocated Overhead/(Cost Recovery)	489,100	538,200	538,200	538,200		100.00%	489,100	100.00%	489,100	100.00%
Sub-Total	<u>7,130,300</u>	<u>7,319,336</u>	<u>7,385,420</u>	<u>7,339,681</u>	<u>0</u>	99.38%	<u>6,464,642</u>	98.74%	<u>6,464,642</u>	98.74%
CAPITAL EQUIPMENT										
Capital Outlay	1,672,300	3,511,522	3,571,092	1,651,847	1,917,722	99.96%	1,674,540	82.58%	1,674,540	82.58%
Sub-Total	<u>1,672,300</u>	<u>3,511,522</u>	<u>3,571,092</u>	<u>1,651,847</u>	<u>1,917,722</u>	99.96%	<u>1,674,540</u>	82.58%	<u>1,674,540</u>	82.58%
DEBT SERVICE										
Interest	4,500	4,500	4,500	4,445		98.78%	7,339	99.18%	7,339	99.18%
Principal	139,900	139,900	139,900	139,880		99.99%	137,020	99.94%	137,020	99.94%
Sub-Total	<u>144,400</u>	<u>144,400</u>	<u>144,400</u>	<u>144,325</u>	<u>0</u>	99.95%	<u>144,359</u>	99.90%	<u>144,359</u>	99.90%
SUB-TOTAL SANITATION EXPENSES	<u>8,947,000</u>	<u>10,975,258</u>	<u>11,100,912</u>	<u>9,135,853</u>	<u>1,917,722</u>	99.57%	<u>8,283,541</u>	95.00%	<u>8,283,541</u>	95.00%
CODE ENFORCEMENT PROGRAM										
Personnel Services	678,300	678,300	648,051	648,044		100.00%	665,421	99.93%	665,421	99.93%
City Sponsored Pensions	194,700	194,700	194,837	194,837		100.00%	189,624	100.00%	189,624	100.00%
Sub-Total	<u>873,000</u>	<u>873,000</u>	<u>842,888</u>	<u>842,881</u>	<u>0</u>	100.00%	<u>855,045</u>	99.94%	<u>855,045</u>	99.94%
Operating Expenses	369,200	372,248	281,043	224,544	548	80.09%	207,867	74.94%	207,867	74.94%
Capital Outlay	0	0	0	0		----	58,372	98.94%	58,372	98.94%
Allocated Overhead/(Cost Recovery)	112,400	109,900	109,900	109,900		100.00%	112,400	100.00%	112,400	100.00%
Sub-Total	<u>1,354,600</u>	<u>1,355,148</u>	<u>1,233,831</u>	<u>1,177,325</u>	<u>548</u>	95.46%	<u>1,233,684</u>	94.59%	<u>1,233,684</u>	94.59%
CODE ENFORCEMENT ZONING/HOUSING										
Personnel Services	64,300	64,300	63,366	63,363		100.00%	62,532	99.17%	62,532	99.17%
City Sponsored Pensions	28,100	28,100	28,152	28,152		100.00%	28,150	100.00%	28,150	100.00%
Sub-Total	<u>92,400</u>	<u>92,400</u>	<u>91,518</u>	<u>91,515</u>	<u>0</u>	100.00%	<u>90,682</u>	99.42%	<u>90,682</u>	99.42%
Operating Expenses	10,700	10,700	7,245	7,243		99.97%	7,620	84.75%	7,620	84.75%
Capital Outlay	0	0	0	0		----	0	----	0	----
Sub-Total	<u>103,100</u>	<u>103,100</u>	<u>98,763</u>	<u>98,758</u>	<u>0</u>	99.99%	<u>98,302</u>	98.11%	<u>98,302</u>	98.11%
SUB-TOTAL CODE ENFORCEMENT	<u>1,457,700</u>	<u>1,458,248</u>	<u>1,332,594</u>	<u>1,276,083</u>	<u>548</u>	95.80%	<u>1,331,986</u>	94.84%	<u>1,331,986</u>	94.84%
TOTAL EXPENSES	<u>\$ 10,404,700</u>	<u>12,433,506</u>	<u>12,433,506</u>	<u>10,411,936</u>	<u>1,918,270</u>	99.17%	<u>9,615,527</u>	94.98%	<u>9,615,527</u>	94.98%
<b>TOTAL FUND:</b>										
TOTAL REVENUES AND FUND BALANCE	<u>\$ 10,404,700</u>	<u>12,433,506</u>	<u>12,433,506</u>	<u>12,413,001</u>		99.84%	<u>10,124,034</u>	105.19%	<u>10,124,034</u>	105.19%
TOTAL EXPENSES	<u>\$ 10,404,700</u>	<u>12,433,506</u>	<u>12,433,506</u>	<u>10,411,936</u>	<u>1,918,270</u>	99.17%	<u>9,615,527</u>	94.98%	<u>9,615,527</u>	94.98%

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, 2021**  
**(Unaudited)**

	FY 2021					FY 2020				
	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	251,717	251,717	251,717		100.00%	(439,820)	100.00%	(439,820)	100.00%
REVENUES:										
PORT										
Handling	30,900	16,933	16,933	16,933		100.00%	9,516	100.00%	9,516	100.00%
Wharfage	382,500	424,107	424,107	424,107		100.00%	706,220	100.00%	706,220	100.00%
Storage	401,400	729,965	729,965	729,965		100.00%	412,628	100.00%	412,628	100.00%
Dockage	654,400	548,819	548,819	548,819		100.00%	552,354	100.00%	552,354	100.00%
Water Sales	6,000	10,757	10,757	10,757		100.00%	3,262	100.00%	3,262	100.00%
Property Rental	595,300	609,143	609,143	609,143		100.00%	594,830	100.00%	594,830	100.00%
Stevedore Fees	31,800	14,186	14,186	14,186		100.00%	11,078	100.00%	11,078	100.00%
Harbor	24,400	34,630	34,630	34,630		100.00%	34,865	100.00%	34,865	100.00%
Security Fees	87,500	79,023	79,023	79,023		100.00%	114,338	100.00%	114,338	100.00%
Interior Lighting	115,000	182,244	182,244	182,244		100.00%	181,976	100.00%	181,976	100.00%
Miscellaneous/Billed	15,000	26,245	26,245	26,245		100.00%	60,526	100.00%	60,526	100.00%
Seville Harbor Lease	46,100	83,915	83,915	83,914		100.00%	0	0.00%	0	0.00%
Sale of Asset	0	0	0	0		----	1,850	100.00%	1,850	100.00%
Miscellaneous/Non-Billed	0	93,927	93,927	93,927		100.00%	804	100.12%	804	100.12%
Miscellaneous -Ins Proceeds - Sally	0	1,650,925	1,650,925	1,650,924		100.00%	0	----	0	----
Cedar Street Lease/Parking Lot	65,700	59,760	59,760	59,760		100.00%	59,760	100.00%	59,760	100.00%
Interest Income	0	10,243	10,243	10,243		100.00%	11,020	100.00%	11,020	100.00%
SUB-TOTAL OPERATING REVENUES	2,456,000	4,574,822	4,574,822	4,574,820		100.00%	2,755,027	97.85%	2,755,027	97.85%
TRANSFERS IN LOCAL OPTION SALES TAX FUND	0	239,768	239,768	87,659		36.56%	118,454	33.07%	118,454	33.07%
TOTAL REVENUES	2,456,000	4,814,590	4,814,590	4,662,479		96.84%	2,873,481	90.54%	2,873,481	90.54%
TOTAL REVENUES AND FUND BALANCE	\$ 2,456,000	5,066,307	5,066,307	4,914,196		97.00%	2,433,661	89.02%	2,433,661	89.02%
EXPENSES:										
OPERATIONS & MAINTENANCE										
Personnel Services	\$ 862,500	862,500	872,378	805,074		92.28%	779,809	93.23%	779,809	93.23%
City Sponsored Pensions	108,500	108,500	108,794	108,619		99.84%	108,641	99.82%	108,641	99.82%
Sub-Total	971,000	971,000	981,172	913,693	0	93.12%	888,450	93.99%	888,450	93.99%
Operating Expenses	1,291,800	1,811,696	1,794,039	1,004,011	97,303	61.39%	948,648	89.09%	948,648	89.09%
Capital Outlay	80,000	2,132,111	2,139,596	1,187,334	528,827	80.21%	135,352	24.60%	135,352	24.60%
Sub-Total	2,342,800	4,914,807	4,914,807	3,105,038	626,130	75.92%	1,972,450	77.04%	1,972,450	77.04%
Allocated Overhead/(Cost Recovery)	113,200	151,500	151,500	151,500		100.00%	113,200	100.00%	113,200	100.00%
TOTAL EXPENSES	\$ 2,456,000	5,066,307	5,066,307	3,256,538	626,130	76.64%	2,085,650	78.01%	2,085,650	78.01%

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, 2021**  
**(Unaudited)**

	FY 2021					FY 2020				
	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	\$ 2,093,500	2,808,525	2,808,525	2,808,525		100.00%	7,747,793	100.00%	7,747,793	100.00%
REVENUES:										
AIRLINE REVENUES										
Loading Bridges Fees	405,000	199,988	199,988	199,988		100.00%	550,062	100.00%	550,062	100.00%
Air Carrier Landing Fees	1,751,000	463,113	463,113	463,113		100.00%	479,692	100.00%	479,692	100.00%
Cargo Landing Fees	100,000	46,060	46,060	46,060		100.00%	67,620	100.00%	67,620	100.00%
Apron Area Rental	790,000	513,923	513,923	513,923		100.00%	854,164	100.00%	854,164	100.00%
Cargo Apron Area Rental	63,000	94,095	94,095	94,095		100.00%	96,526	100.00%	96,526	100.00%
Baggage Handling System	1,214,000	458,284	458,284	458,284		100.00%	1,677,013	100.00%	1,677,013	100.00%
Ron Ramp	10,000	115,462	115,462	115,462		100.00%	70,455	100.00%	70,455	100.00%
Airline Rentals	2,748,000	1,458,241	1,458,241	1,458,241		100.00%	2,932,954	100.00%	2,932,954	100.00%
SUBTOTAL AIRLINE REVENUES	7,081,000	3,349,166	3,349,166	3,349,166		100.00%	6,728,486	100.00%	6,728,486	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	2,910,300	6,290,844	6,290,844	6,309,382		100.29%	3,880,205	92.33%	3,880,205	92.33%
Rental Car Customer Facility Charge (Garage)	730,000	891,902	891,902	891,902		100.00%	706,116	100.00%	706,116	100.00%
CFC - Rental Car Svc Facility	1,124,000	2,554,113	2,554,113	2,554,113		100.00%	2,019,059	100.00%	2,019,059	100.00%
Rental Car Service Facility Rent	250,000	279,125	279,125	279,125		100.00%	262,983	100.00%	262,983	100.00%
Fixed Base Operators	220,000	210,594	210,594	210,594		100.00%	212,179	100.00%	212,179	100.00%
Restaurant and Lounge	466,000	793,817	793,817	793,817		100.00%	522,770	100.00%	522,770	100.00%
Advertising	95,000	170,971	170,971	170,971		100.00%	139,338	100.00%	139,338	100.00%
Hangar Rentals	75,000	133,633	133,633	133,633		100.00%	102,480	100.00%	102,480	100.00%
ST Ground Lease	260,000	269,330	269,330	269,330		100.00%	265,552	100.00%	265,552	100.00%
Airport & 12th	167,600	188,765	188,765	188,765		100.00%	400,200	100.00%	400,200	100.00%
Parking Lot	4,250,500	5,417,043	5,417,043	5,417,043		100.00%	4,265,619	100.00%	4,265,619	100.00%
Gift Shop	211,200	487,697	487,697	490,334		100.54%	240,246	100.00%	240,246	100.00%
Taxi Permits	137,700	177,816	177,816	177,816		100.00%	137,937	100.00%	137,937	100.00%
LEO/TSA Security	100,000	112,230	112,230	112,230		100.00%	109,800	100.00%	109,800	100.00%
Commercial Property Rentals	327,000	376,264	376,264	376,264		100.00%	313,214	100.00%	313,214	100.00%
GSA/TSA Term Rent	160,000	166,547	166,547	166,547		100.00%	161,792	100.00%	161,792	100.00%
Miscellaneous	123,800	320,814	320,814	320,716		99.97%	184,235	100.00%	184,235	100.00%
Interest Income	0	250,605	250,605	250,605		100.00%	863,252	100.00%	863,252	100.00%
Sale of Asset	0	60,050	60,050	60,050		100.00%	7,250	100.00%	7,250	100.00%
SUB-TOTAL NON-AIRLINE REVENUES	11,704,100	19,248,160	19,248,160	19,269,237		100.11%	14,890,227	97.88%	14,890,227	97.88%
TOTAL OPERATING REVENUES	18,785,100	22,597,326	22,597,326	22,618,403		100.09%	21,618,713	98.53%	21,618,713	98.53%
TOTAL REVENUES AND FUND BALANCE	\$ 20,878,600	25,405,851	25,405,851	25,426,928		100.08%	29,366,506	98.91%	29,366,506	98.91%

**CITY OF PENSACOLA**  
**AIRPORT FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL**  
**For the Twelve Months Ended September 30, 2021**  
**(Unaudited)**

	FY 2021					FY 2020				
	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.
<b>EXPENSES:</b>										
<b>OPERATION &amp; MAINTENANCE</b>										
Personnel Services	\$ 4,457,000	4,188,500	4,270,588	4,235,838		99.19%	4,039,998	94.49%	4,039,998	94.49%
City Sponsored Pensions	725,800	725,800	727,510	726,452		99.85%	720,983	98.89%	720,983	98.89%
Sub-Total	5,182,800	4,914,300	4,998,098	4,962,290	0	99.28%	4,760,981	95.13%	4,760,981	95.13%
Operating Expenses	9,927,900	11,496,220	9,310,321	7,692,315	785,500	91.06%	9,602,869	66.10%	9,602,869	66.10%
Capital Outlay	659,000	3,884,331	5,986,432	2,408,441	2,858,376	87.98%	963,804	19.07%	963,804	19.07%
Sub-Total	15,769,700	20,294,851	20,294,851	15,063,046	3,643,876	92.18%	15,327,654	62.34%	15,327,654	62.34%
<b>CARES ACT FUNDING (a)</b>										
Cares Act Personnel Services	0	0	0	(2,273,664)		----	(1,832,909)	----	(1,832,909)	----
Cares Act Operating Expenses	0	0	0	(2,907,889)		----	(3,167,091)	----	(3,167,091)	----
Sub-Total	0	0	0	(5,181,553)	0	----	(5,000,000)	----	(5,000,000)	----
<b>DEBT SERVICE GARB</b>										
Interest	647,800	647,800	647,800	517,989		79.96%	565,599	80.00%	565,599	80.00%
Principal	2,210,900	2,210,900	2,210,900	1,768,600		79.99%	1,715,200	80.00%	1,715,200	80.00%
Sub-Total	2,858,700	2,858,700	2,858,700	2,286,589	0	79.99%	2,280,799	80.00%	2,280,799	80.00%
<b>DEBT SERVICE CFC</b>										
Interest	322,200	322,200	322,200	51,144		15.87%	105,918	32.87%	105,918	32.87%
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	51,144	0	3.27%	105,918	6.77%	105,918	6.77%
<b>Allocated Overhead/(Cost Recovery)</b>										
General Fund	685,100	687,200	687,200	687,200		100.00%	685,100	100.00%	685,100	100.00%
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 20,878,600</b>	<b>25,405,851</b>	<b>25,405,851</b>	<b>12,906,426</b>	<b>3,643,876</b>	<b>65.14%</b>	<b>13,399,471</b>	<b>45.13%</b>	<b>13,399,471</b>	<b>45.13%</b>

(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, 2021**  
**(Unaudited)**

	FY 2021					FY 2020				
	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		----	0	----	0	----
REVENUES:										
Service Fees	1,517,700	1,567,700	1,567,700	1,471,869		93.89%	1,458,513	86.27%	1,458,513	86.27%
TOTAL REVENUES	1,517,700	1,567,700	1,567,700	1,471,869		93.89%	1,458,513	86.27%	1,458,513	86.27%
TOTAL REVENUES AND FUND BALANCE	\$ 1,517,700	1,567,700	1,567,700	1,471,869		93.89%	1,458,513	86.27%	1,458,513	86.27%
EXPENSES:										
RISK MANAGEMENT										
Personnel Services	\$ 611,900	611,900	655,943	642,869		98.01%	477,590	82.13%	477,590	82.13%
City Sponsored Pensions	53,800	53,800	53,870	53,870		100.00%	53,867	99.99%	53,867	99.99%
Sub-Total	665,700	665,700	709,813	696,739	0	98.16%	531,457	83.64%	531,457	83.64%
Operating Expenses	651,500	651,500	607,387	552,011	23,000	94.67%	692,792	78.03%	692,792	78.03%
Sub-Total	1,317,200	1,317,200	1,317,200	1,248,750	23,000	96.55%	1,224,249	80.37%	1,224,249	80.37%
CITY CLINIC										
Personnel Services	140,400	190,400	180,869	175,690		97.14%	101,406	91.41%	101,406	91.41%
City Sponsored Pensions	24,900	24,900	24,971	24,969		99.99%	24,959	100.00%	24,959	100.00%
Sub-Total	165,300	215,300	205,840	200,659	0	97.48%	126,365	92.98%	126,365	92.98%
Operating Expenses	35,200	35,200	44,660	43,116		96.54%	25,037	79.48%	25,037	79.48%
Sub-Total	200,500	250,500	250,500	243,775	0	97.32%	151,402	90.44%	151,402	90.44%
TOTAL EXPENSES	\$ 1,517,700	1,567,700	1,567,700	1,492,525	23,000	96.67%	1,375,651	81.37%	1,375,651	81.37%

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, 2021**  
**(Unaudited)**

	FY 2021					FY 2020				
	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		----	430,000	100.00%	430,000	100.00%
REVENUES:										
Service Fees										
Mail Room	88,100	88,100	88,100	81,314		92.30%	80,944	93.90%	80,944	93.90%
Innovation & Technology	2,953,400	3,460,063	3,460,063	2,836,130		81.97%	2,589,307	84.61%	2,589,307	84.61%
Engineering	843,900	843,900	843,900	734,732		87.06%	683,257	82.46%	683,257	82.46%
Central Garage	1,869,600	1,875,013	1,875,013	1,643,459		87.65%	1,711,451	105.29%	1,711,451	105.29%
TOTAL REVENUES	5,755,000	6,267,076	6,267,076	5,295,635		84.50%	5,064,959	90.43%	5,064,959	90.43%
TOTAL REVENUES AND FUND BALANCE	\$ 5,755,000	6,267,076	6,267,076	5,295,635		84.50%	5,494,959	91.12%	5,494,959	91.12%
EXPENSES:										
MAIL ROOM										
Personnel Services	\$ 49,900	49,900	49,890	47,475		95.16%	48,464	104.00%	48,464	104.00%
City Sponsored Pensions	18,900	18,900	18,910	18,903		99.96%	18,904	100.02%	18,904	100.02%
Sub-Total	68,800	68,800	68,800	66,378	0	96.48%	67,368	102.85%	67,368	102.85%
Operating Expenses	19,300	19,300	19,300	15,466		80.13%	16,648	80.43%	16,648	80.43%
Sub-Total Mail Room	88,100	88,100	88,100	81,844	0	92.90%	84,016	97.47%	84,016	97.47%
INNOVATION & TECHNOLOGY										
Personnel Services	1,506,500	1,506,500	1,514,360	1,325,730		87.54%	1,192,762	107.73%	1,192,762	107.73%
City Sponsored Pensions	192,300	192,300	192,375	192,373		100.00%	192,371	100.04%	192,371	100.04%
Sub-Total	1,698,800	1,698,800	1,706,735	1,518,103	0	88.95%	1,385,133	106.59%	1,385,133	106.59%
Operating Expenses	1,203,700	1,660,467	1,652,030	1,288,726	8,671	78.53%	1,157,466	69.53%	1,157,466	69.53%
Capital Outlay	50,900	100,796	101,298	77,488		76.50%	47,984	49.93%	47,984	49.93%
Sub-Total Technology Resources	2,953,400	3,460,063	3,460,063	2,884,317	8,671	83.61%	2,590,583	84.65%	2,590,583	84.65%

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, 2021  
(Unaudited)**

	FY 2021					FY 2020				
	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.
<b>ENGINEERING</b>										
Personnel Services	623,900	623,900	623,748	535,906		85.92%	469,919	76.49%	469,919	76.49%
City Sponsored Pensions	85,200	85,200	85,352	85,300		99.94%	85,301	99.99%	85,301	99.99%
Sub-Total	<u>709,100</u>	<u>709,100</u>	<u>709,100</u>	<u>621,206</u>	<u>0</u>	87.60%	<u>555,220</u>	79.35%	<u>555,220</u>	79.35%
Operating Expenses	134,800	140,213	140,213	120,910	13,208	95.65%	98,779	82.75%	98,779	82.75%
Capital Outlay	0	0	0	0		----	9,525	100.00%	9,525	100.00%
Sub-Total Engineering	<u>843,900</u>	<u>849,313</u>	<u>849,313</u>	<u>742,116</u>	<u>13,208</u>	88.93%	<u>663,524</u>	80.08%	<u>663,524</u>	80.08%
<b>CENTRAL GARAGE</b>										
Personnel Services	1,104,700	1,104,700	1,104,700	1,100,454		99.62%	1,107,508	98.79%	1,107,508	98.79%
City Sponsored Pensions	190,700	190,700	190,700	190,700		100.00%	190,755	100.00%	190,755	100.00%
Sub-Total	<u>1,295,400</u>	<u>1,295,400</u>	<u>1,295,400</u>	<u>1,291,154</u>	<u>0</u>	99.67%	<u>1,298,263</u>	98.97%	<u>1,298,263</u>	98.97%
Operating Expenses	311,600	311,600	311,600	300,504	5,382	98.17%	253,142	69.92%	253,142	69.92%
Capital Outlay	262,600	262,600	262,600	0	52,396	19.95%	381,646	100.00%	381,646	100.00%
Sub-Total Central Garage	<u>1,869,600</u>	<u>1,869,600</u>	<u>1,869,600</u>	<u>1,591,658</u>	<u>57,778</u>	88.22%	<u>1,933,051</u>	94.04%	<u>1,933,051</u>	94.04%
<b>TOTAL EXPENSES</b>	<u>\$ 5,755,000</u>	<u>6,267,076</u>	<u>6,267,076</u>	<u>5,299,935</u>	<u>79,657</u>	85.84%	<u>5,271,174</u>	87.41%	<u>5,271,174</u>	87.41%

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

**CITY OF PENSACOLA  
BUDGET PROGRAMS  
FISCAL YEAR 2021  
(Unaudited)**

PROGRAM	FY 2021					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 06/21	% OF BUDGET 06/21
<b>AIRPORT</b>						
Aircraft Rescue & Firefighting Facility (ARFF)	\$ 879,700	802,400	850,915	48,515	837,666	98.44%
Airport Administration	3,531,900	3,057,206	3,215,715	158,509	2,764,894	85.98%
Maintenance	9,728,600	14,942,945	14,705,607	(237,338)	9,952,058	67.68%
Operations	1,113,900	988,100	1,020,815	32,715	1,007,799	98.72%
Security	1,200,700	1,191,400	1,188,999	(2,401)	1,187,829	99.90%
Sub-total	<u>16,454,800</u>	<u>20,982,051</u>	<u>20,982,051</u>	<u>-</u>	<u>15,750,246</u>	<u>75.07%</u>
<b>CITY CLERK</b>						
Administration of Legal Documents	92,300	66,700	67,467	767	62,897	93.23%
City Elections/Appointments	34,600	34,600	34,900	300	34,630	99.23%
City Council Meetings Preparation	92,200	92,200	92,500	300	92,346	99.83%
Public Records	78,500	78,500	76,300	(2,200)	75,271	98.65%
Sub-total	<u>297,600</u>	<u>272,000</u>	<u>271,167</u>	<u>(833)</u>	<u>265,144</u>	<u>97.78%</u>
<b>CITY COUNCIL</b>						
Audit	105,000	178,475	178,475	-	93,475	52.37%
City Council Support	427,200	409,100	409,100	-	270,333	66.08%
Office of the City Council	337,800	986,759	986,759	-	239,073	24.23%
Sub-total	<u>870,000</u>	<u>1,574,334</u>	<u>1,574,334</u>	<u>-</u>	<u>602,881</u>	<u>38.29%</u>
<b>COMMUNITY REDEVELOPMENT AGENCY - CRA</b>						
Asset Maintenance and Operation	574,500	1,136,856	988,833	(148,023)	328,543	33.23%
Community Policing	100,000	100,000	100,000	-	77,849	77.85%
Non-Capital Projects and Activities	866,500	4,521,779	4,667,202	145,423	595,785	12.77%
Redevelopment Plan Implementation	558,600	679,196	681,796	2,600	611,222	89.65%
2009 ECUA/WWTP Relocation	1,300,000	1,300,000	1,300,000	-	1,300,000	100.00%
Eastside Redevelopment Area Plan Implementation	145,400	826,655	826,655	-	74,385	9.00%
Westside Redevelopment Area Plan Implementation	534,200	962,441	962,441	-	77,813	8.08%
Sub-total	<u>4,079,200</u>	<u>9,526,927</u>	<u>9,526,927</u>	<u>-</u>	<u>3,065,597</u>	<u>32.18%</u>
<b>FINANCIAL SERVICES</b>						
Accounting	522,200	573,300	553,009	(20,291)	514,790	93.09%
Budget	66,000	101,800	92,886	(8,914)	85,006	91.52%
Contract & Lease Services	80,400	88,100	98,775	10,675	98,661	99.88%
Payroll	203,700	192,700	202,889	10,189	197,845	97.51%
Purchasing	156,000	122,993	131,334	8,341	119,485	90.98%

**CITY OF PENSACOLA  
BUDGET PROGRAMS  
FISCAL YEAR 2021  
(Unaudited)**

PROGRAM	FY 2021					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 06/21	% OF BUDGET 06/21
Sub-total	1,028,300	1,078,893	1,078,893	-	1,015,787	94.15%
<b>FINANCIAL SERVICES - RISK MANAGEMENT SERVICES</b>						
Risk Management Services	1,317,200	1,317,200	1,317,200	-	1,248,750	94.80%
Sub-total	1,317,200	1,317,200	1,317,200	-	1,248,750	94.80%
<b>FINANCIAL SERVICES - MAIL ROOM</b>						
Mail Room	88,100	88,100	88,100	-	81,844	92.90%
Sub-total	88,100	88,100	88,100	-	81,844	92.90%
<b>FIRE</b>						
Administrative Support	572,900	572,900	591,835	18,935	582,576	98.44%
City Emergency Management	13,100	13,100	13,538	438	13,501	99.73%
Emergency Operations - Fire Suppression	8,165,700	8,418,080	8,483,449	65,369	8,478,438	99.94%
Emergency Operations - Rescue	354,100	369,800	304,799	(65,001)	300,325	98.53%
Facilities and Apparatus Management	900,200	913,891	799,859	(114,032)	740,289	92.55%
Fire Cadet	196,800	196,800	100,375	(96,425)	73,703	73.43%
Fire Code Enforcement	295,700	299,600	388,623	89,023	386,186	99.37%
Marine Operations	50,700	50,700	50,700	-	16,307	32.16%
Technical Support to City	13,100	13,100	13,538	438	13,501	99.73%
Training	132,900	132,900	141,716	8,816	138,428	97.68%
Sub-total	10,695,200	10,980,871	10,888,432	(92,439)	10,743,254	98.67%
<b>HOUSING</b>						
HOME Program	157,600	845,860	845,860	-	98,533	11.65%
SHIP Program	25,300	26,741	26,741	-	19,483	72.86%
Sub-total	182,900	872,601	872,601	-	118,016	13.52%
<b>HOUSING - CDBG</b>						
Community Development Block Grant (CDBG) Program	547,900	731,407	731,407	-	160,425	21.93%
Housing Rehabilitation	589,900	772,947	772,947	-	291,899	37.76%
Sub-total	1,137,800	1,504,354	1,504,354	-	452,324	30.07%
<b>HOUSING - SECTION 8</b>						
Section 8 Housing Assistance Payments Program Fund	20,072,700	18,672,362	18,672,362	-	17,954,838	96.16%
Sub-total	20,072,700	18,672,362	18,672,362	-	17,954,838	96.16%

**CITY OF PENSACOLA  
BUDGET PROGRAMS  
FISCAL YEAR 2021  
(Unaudited)**

PROGRAM	FY 2021					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 06/21	% OF BUDGET 06/21
<b>HUMAN RESOURCES</b>						
Human Resources Administration	644,800	614,300	620,472	6,172	615,592	99.21%
Recruiting & Training	153,600	153,600	147,428	(6,172)	147,426	100.00%
Sub-total	<u>798,400</u>	<u>767,900</u>	<u>767,900</u>	<u>-</u>	<u>763,018</u>	99.36%
<b>HUMAN RESOURCES - CLINIC</b>						
Clinic	200,500	200,500	200,500	-	97,677	48.72%
Sub-total	<u>200,500</u>	<u>200,500</u>	<u>200,500</u>	<u>-</u>	<u>97,677</u>	48.72%
<b>INNOVATION &amp; TECHNOLOGY</b>						
Innovation & Technology Administration	460,200	463,425	475,561	12,136	429,454	90.30%
Network/System Management	2,493,200	2,996,638	2,984,502	(12,136)	2,454,863	82.25%
Sub-total	<u>2,953,400</u>	<u>3,460,063</u>	<u>3,460,063</u>	<u>-</u>	<u>2,884,317</u>	83.36%
<b>INSPECTION SERVICES</b>						
Inspection Services	1,687,200	2,988,154	2,988,154	-	1,831,205	61.28%
Sub-total	<u>1,687,200</u>	<u>2,988,154</u>	<u>2,988,154</u>	<u>-</u>	<u>1,831,205</u>	61.28%
<b>LEGAL</b>						
Client Legal Advisory Services	839,600	766,600	723,986	(42,614)	704,519	97.31%
Sub-total	<u>839,600</u>	<u>766,600</u>	<u>723,986</u>	<u>(42,614)</u>	<u>704,519</u>	97.31%
<b>MAYOR</b>						
City Administrator/Cabinet	722,900	536,596	654,423	117,827	594,652	90.87%
Public Information Officer	147,100	158,000	99,770	(58,230)	99,761	99.99%
Neighborhood Services	178,400	184,730	187,731	3,001	187,526	99.89%
Neighborhood Challenge Grants	-	-	71,305	71,305	12,741	17.87%
Office of the Mayor	172,600	174,400	163,449	(10,951)	157,848	96.57%
Sub-total	<u>1,221,000</u>	<u>1,053,726</u>	<u>1,176,678</u>	<u>122,952</u>	<u>1,052,528</u>	89.45%
<b>NON-DEPARTMENTAL FUNDING</b>						
Agency funding	4,174,300	4,721,817	4,721,817	-	4,053,480	85.85%
Sub-total	<u>4,174,300</u>	<u>4,721,817</u>	<u>4,721,817</u>	<u>-</u>	<u>4,053,480</u>	85.85%
<b>PARKING</b>						
Parking Fund	-	850,703	850,703	-	728,267	85.61%
Sub-total	<u>-</u>	<u>850,703</u>	<u>850,703</u>	<u>-</u>	<u>728,267</u>	85.61%

**CITY OF PENSACOLA  
BUDGET PROGRAMS  
FISCAL YEAR 2021  
(Unaudited)**

PROGRAM	FY 2021					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 06/21	% OF BUDGET 06/21
<b>PARKS &amp; RECREATION</b>						
Aquatics	237,000	287,162	294,704	7,542	225,174	76.41%
Athletic Field Maintenance	439,700	439,700	431,724	(7,976)	421,002	97.52%
Athletics	581,100	581,688	568,640	(13,048)	533,185	93.76%
Office of the Director (Administration)	1,003,300	1,008,061	1,057,024	48,963	987,891	93.46%
Park Administration & Maintenance	2,624,500	2,855,454	2,920,167	64,713	2,679,791	91.77%
Recreation/Resource Center Administration	916,800	916,800	1,007,920	91,120	954,072	94.66%
Resource Center	1,053,700	1,053,700	897,100	(156,600)	666,349	74.28%
Senior Center	233,400	233,400	199,161	(34,239)	164,108	82.40%
Volunteer & Outdoor Pursuits	62,800	62,800	62,800	-	51,202	81.53%
Sub-total	<u>7,152,300</u>	<u>7,438,765</u>	<u>7,439,240</u>	<u>475</u>	<u>6,682,774</u>	<u>89.83%</u>
<b>PARKS &amp; RECREATION - GOLF</b>						
Osceola Golf Course	768,700	860,534	860,534	-	738,301	85.80%
Sub-total	<u>768,700</u>	<u>860,534</u>	<u>860,534</u>	<u>-</u>	<u>738,301</u>	<u>85.80%</u>
<b>PARKS &amp; RECREATION - TENNIS</b>						
Roger Scott Tennis Center	128,700	131,678	131,678	-	65,357	49.63%
Sub-total	<u>128,700</u>	<u>131,678</u>	<u>131,678</u>	<u>-</u>	<u>65,357</u>	<u>49.63%</u>
<b>PARKS &amp; RECREATION - CMP</b>						
Community Maritime Park Cultural Events	1,113,800	1,473,576	1,473,576	-	905,315	61.44%
Sub-total	<u>1,113,800</u>	<u>1,473,576</u>	<u>1,473,576</u>	<u>-</u>	<u>905,315</u>	<u>61.44%</u>
<b>PENSACOLA ENERGY</b>						
Customer Service	1,275,400	1,290,327	1,175,460	(114,867)	1,102,434	93.79%
Gas Construction	5,423,700	7,673,253	7,588,253	(85,000)	6,105,962	80.47%
Gas Cost	16,598,400	16,886,378	18,219,590	1,333,212	18,215,883	99.98%
Gas Marketing	2,396,500	2,395,800	2,831,855	436,055	2,706,304	95.57%
Gas Operations	12,350,800	12,938,659	11,913,959	(1,024,700)	11,011,245	92.42%
Gas Training	371,700	373,600	311,400	(62,200)	303,370	97.42%
Infrastructure Replacement	1,178,100	1,178,100	695,600	(482,500)	609,944	87.69%
Sub-total	<u>39,594,600</u>	<u>42,736,117</u>	<u>42,736,117</u>	<u>-</u>	<u>40,055,142</u>	<u>93.73%</u>

**CITY OF PENSACOLA  
BUDGET PROGRAMS  
FISCAL YEAR 2021  
(Unaudited)**

PROGRAM	FY 2021					% OF BUDGET 06/21
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 06/21	
<b>PLANNING SERVICES</b>						
Business Licenses	49,100	49,100	50,600	1,500	47,809	94.48%
Pensacola Neighborhood Challenge (PNC)	50,000	87,435	16,130	(71,305)	16,130	100.00%
Planning Services	944,200	945,795	936,095	(9,700)	859,548	91.82%
Sub-total	<u>1,043,300</u>	<u>1,082,330</u>	<u>1,002,825</u>	<u>(79,505)</u>	<u>923,487</u>	92.09%
<b>POLICE</b>						
Administration - Chief's Office	1,605,300	1,605,300	1,557,857	(47,443)	1,557,842	100.00%
Cadets	381,300	381,300	196,504	(184,796)	171,552	87.30%
Central Records	447,400	447,400	380,415	(66,985)	380,405	100.00%
Communications Center	1,914,100	1,914,100	2,018,511	104,411	2,018,502	100.00%
Community Oriented Policing Squad	871,300	871,300	958,305	87,005	958,295	100.00%
Crime Scene Investigation	851,700	851,700	847,020	(4,680)	847,008	100.00%
Criminal Intelligence Unit	102,800	102,800	96,141	(6,659)	96,136	99.99%
Criminal Investigation Unit	2,580,100	2,580,100	2,590,807	10,707	2,590,790	100.00%
k-9 Unit	476,700	476,700	472,785	(3,915)	472,776	100.00%
Neighborhood Unit	993,400	993,400	632,555	(360,845)	629,643	99.54%
Property Management	366,800	366,800	415,730	48,930	410,301	98.69%
School Resource Office (SRO)	891,900	891,900	860,267	(31,633)	836,679	97.26%
Traffic	1,472,900	1,472,900	1,434,594	(38,306)	1,425,282	99.35%
Training/Personnel	868,600	868,600	846,953	(21,647)	839,582	99.13%
Uniform Patrol	9,149,400	9,149,840	9,674,409	524,569	9,653,864	99.79%
Vice & Narcotics	778,800	778,800	862,526	83,726	862,518	100.00%
Sub-total	<u>23,752,500</u>	<u>23,752,940</u>	<u>23,845,379</u>	<u>92,439</u>	<u>23,751,175</u>	99.60%
<b>PORT</b>						
Administration	808,000	1,313,185	1,088,792	(224,393)	470,354	43.20%
Business & Trade Development	215,000	221,100	189,494	(31,606)	156,309	82.49%
Operations & Maintenance	991,700	2,653,766	2,873,139	219,373	2,088,211	72.68%
Seaport Security	247,200	255,200	291,782	36,582	280,983	96.30%
Waterfront Development	194,100	194,100	186,899	(7,201)	122,798	65.70%
Federal/State Matching Grant	-	428,956	436,201	7,245	137,883	31.61%
Sub-total	<u>2,456,000</u>	<u>5,066,307</u>	<u>5,066,307</u>	<u>-</u>	<u>3,256,538</u>	64.28%

**CITY OF PENSACOLA  
BUDGET PROGRAMS  
FISCAL YEAR 2021  
(Unaudited)**

PROGRAM	FY 2021					% OF BUDGET 06/21
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 06/21	
<b>PUBLIC WORKS &amp; FACILITIES - GENERAL FUND</b>						
Building Maintenance Administration	274,400	298,968	294,135	(4,833)	203,899	69.32%
City Facility Maintenance & Repair	1,291,400	1,300,554	1,405,592	105,038	1,179,762	83.93%
Daily Operations	276,600	278,103	260,563	(17,540)	256,305	98.37%
Resource Center Maintenance	132,400	140,361	116,485	(23,876)	110,905	95.21%
Street Daily Operation	1,079,200	1,235,797	1,086,002	(149,795)	1,036,543	95.45%
Traffic Signals & Street Lighting	1,664,600	2,354,115	2,447,140	93,025	1,942,636	79.38%
Traffic Striping	32,200	32,200	29,706	(2,494)	29,658	99.84%
Sub-total	<u>4,750,800</u>	<u>5,640,098</u>	<u>5,639,623</u>	<u>(475)</u>	<u>4,759,708</u>	84.40%
<b>PUBLIC WORKS &amp; FACILITIES - STORMWATER FUND</b>						
Stormwater Operation & Maintenance	2,011,200	2,051,022	2,077,804	26,782	1,960,984	94.38%
Street Sweeping FDOT Roadways	54,800	55,900	66,130	10,230	61,005	92.25%
Street Sweeping Operation & Maintenance	1,012,900	1,146,377	1,109,365	(37,012)	1,022,099	92.13%
Sub-total	<u>3,078,900</u>	<u>3,253,299</u>	<u>3,253,299</u>	<u>-</u>	<u>3,044,088</u>	93.57%
<b>PUBLIC WORKS &amp; FACILITIES - CENTAL SERVICES FUND</b>						
Plan Review	99,000	99,000	98,038	(962)	65,425	66.73%
Project Design	319,000	324,413	320,912	(3,501)	319,800	99.65%
Project Management	408,500	408,500	410,468	1,968	342,308	83.39%
Survey Operations Coordination	17,400	17,400	19,895	2,495	14,583	73.30%
Sub-total	<u>843,900</u>	<u>849,313</u>	<u>849,313</u>	<u>-</u>	<u>742,116</u>	87.38%
<b>SANITATION SERVICES</b>						
Code Enforcement	1,354,600	1,355,148	1,233,831	(121,317)	1,177,325	95.42%
Code Enforcement-Zoning/Housing	103,100	103,100	98,763	(4,337)	98,758	99.99%
Constituent Services	192,300	196,200	206,791	10,591	206,782	100.00%
Recycling Collection	1,078,900	1,098,270	1,232,866	134,596	1,232,838	100.00%
Residential Garbage Collection	4,273,600	5,551,088	5,603,566	52,478	4,337,899	77.41%
Transfer Station	785,400	1,025,800	988,071	(37,729)	769,484	77.88%
Yard Trash/Bulk Waste Collection	2,472,400	2,959,500	2,925,218	(34,282)	2,444,525	83.57%
Sub-total	<u>10,260,300</u>	<u>12,289,106</u>	<u>12,289,106</u>	<u>-</u>	<u>10,267,611</u>	83.55%

**CITY OF PENSACOLA  
BUDGET PROGRAMS  
FISCAL YEAR 2021  
(Unaudited)**

PROGRAM	FY 2021					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 06/21	% OF BUDGET 06/21
SANITATION SERVICES - GARAGE						
Central Garage	1,869,600	1,869,600	1,869,600	-	1,591,658	85.13%
Sub-total	<u>1,869,600</u>	<u>1,869,600</u>	<u>1,869,600</u>	<u>-</u>	<u>1,591,658</u>	85.13%
 TOTAL	 \$ <u>164,911,600</u>	 <u>188,122,819</u>	 <u>188,122,819</u>	 <u>-</u>	 <u>160,196,962</u>	 85.16%

**City of Pensacola, Florida**  
**Investment Schedule**  
**As of September 30, 2021**  
**(Unaudited)**

<u>POOLED INVESTMENTS</u>	<u>Invest Type</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Market Value</u>
BankUnited	CD	12/16/20		0.25%	10,000,000.00	<b>10,000,000.00</b>
BankUnited	MM	12/16/20	12/16/21	0.20%	10,000,000.00	<b>10,000,000.00</b>
BankUnited	CD	12/16/20	12/16/21	0.20%	20,000,000.00	<b>20,000,000.00</b>
ServisFirst Bank	CD	12/16/20	12/16/21	0.41%	5,000,000.00	<b>5,000,000.00</b>
Synovus	CD	03/03/21	03/03/22	0.16%	20,000,000.00	<b>20,000,000.00</b>
ServisFirst Bank	CD	03/03/21	03/03/22	0.26%	5,000,000.00	<b>5,000,000.00</b>
Synovus	CD	04/22/21	04/26/22	0.15%	20,000,000.00	<b>20,000,000.00</b>
BankUnited	CD	04/22/21	04/26/22	0.15%	25,000,000.00	<b>25,000,000.00</b>
 <b><u>City's- GCA (checking account)</u></b>						
Wells Fargo Bank		ERC 0.25% up to fees and 0.17% on excess balance			105,386,057.63	<b>105,386,057.63</b>
<b>TOTAL INVESTMENTS</b>					<b>\$ 220,386,057.63</b>	<b>\$ 220,386,057.63</b>

Wells Fargo Bank is the City's primary depository.

**CITY OF PENSACOLA  
DEBT SERVICE SCHEDULE  
September 30, 2021  
(Unaudited)**

	BALANCE 09/30/20	ADDITION OR (RETIREMENT) OF PRINCIPAL	ESTIMATED BALANCE 09/30/21	REQUIRED RESERVES <sup>(a)</sup>	FUTURE INTEREST	MATURITY DATE
2008 AIRPORT TAXABLE CFC REVENUE NOTE	5,800,000.00	0.00	5,800,000.00	0.00	107,396.68 <sup>(b)</sup>	12/31/21
2011 GAS SYSTEM REVENUE NOTE	1,087,000.00	(538,000.00)	549,000.00	0.00	5,737.05	10/01/21
2015 AIRPORT REFUNDING REVENUE NOTE	8,710,000.00	(995,000.00)	7,715,000.00	1,219,797.50	708,453.75	10/01/27
2016 LOCAL OPTION GAS TAX REVENUE BOND	10,094,000.00	(1,365,000.00)	8,729,000.00	0.00	487,667.55	12/31/26
2016 GAS SYSTEM REVENUE NOTE	12,259,000.00	(1,257,000.00)	11,002,000.00	0.00	690,307.70	10/01/26
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN	500,000.00	0.00	500,000.00	0.00	317,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,147,000.00	(51,000.00)	1,096,000.00	0.00	335,630.70	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	3,583,000.00	(160,000.00)	3,423,000.00	0.00	1,047,684.60	04/01/37
2017 AIRPORT REFUNDING REVENUE NOTE	5,205,000.00	(575,000.00)	4,630,000.00	0.00	422,558.50	10/01/27
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	20,957,000.00	(2,136,000.00)	18,821,000.00	0.00	1,663,831.25	10/01/28
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	7,625,000.00	(160,000.00)	7,465,000.00	0.00	1,948,042.00	04/01/40
2018 AIRPORT REFUNDING REVENUE NOTE	28,360,000.00	(1,035,000.00)	27,325,000.00	2,149,814.60	10,768,612.65	10/01/38
2019 URBAN CORE REDEV REFUNDING AND IMPROV REV BOND	58,140,000.00	(1,471,181.00)	56,668,819.00	0.00	26,826,464.56	12/31/43
<b>TOTAL</b>	<b>\$ 163,467,000.00</b>	<b>(9,743,181.00)</b>	<b>153,723,819.00</b>	<b>3,369,612.10</b>	<b>45,330,335.99</b>	

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

(b) Estimated.

**CITY OF PENSACOLA**  
**DEBT SERVICE SCHEDULE BY ALLOCATION**  
**September 30, 2021**  
**(Unaudited)**

	BALANCE 09/30/20	ADDITION OR (RETIREMENT) OF PRINCIPAL	ESTIMATED BALANCE 09/30/21	REQUIRED RESERVES (a)	FUTURE INTEREST	MATURITY DATE
<b><u>LOCAL OPTION GAS TAX FUND</u></b>						
2016 LOCAL OPTION GAS TAX REVENUE BOND	10,094,000.00	(1,365,000.00)	8,729,000.00	0.00	487,667.55	12/31/26
TOTAL LOCAL OPTION GAS TAX FUND	<u>10,094,000.00</u>	<u>(1,365,000.00)</u>	<u>8,729,000.00</u>	<u>0.00</u>	<u>487,667.55</u>	
<b><u>COMMUNITY REDEVELOPMENT AGENCY</u></b>						
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN	500,000.00	0.00	500,000.00	0.00	317,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,147,000.00	(51,000.00)	1,096,000.00	0.00	335,630.70	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	3,583,000.00	(160,000.00)	3,423,000.00	0.00	1,047,684.60	04/01/37
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	7,625,000.00	(160,000.00)	7,465,000.00	0.00	1,948,042.00	10/01/28
2019 URBAN CORE REDEV REFUNDING AND IMPROV REV BOND	58,140,000.00	(1,471,181.00)	56,668,819.00	0.00	26,826,464.56	12/31/43
TOTAL COMMUNITY REDEVELOPMENT AGENCY	<u>70,995,000.00</u>	<u>(1,842,181.00)</u>	<u>69,152,819.00</u>	<u>0.00</u>	<u>30,475,770.86</u>	
<b><u>LOCAL OPTION SALES TAX FUND</u></b>						
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	20,957,000.00	(2,136,000.00)	18,821,000.00	0.00	1,663,831.25	10/01/28
TOTAL LOCAL OPTION SALES TAX FUND	<u>20,957,000.00</u>	<u>(2,136,000.00)</u>	<u>18,821,000.00</u>	<u>0.00</u>	<u>1,663,831.25</u>	
<b><u>GAS UTILITY FUND</u></b>						
2011 GAS SYSTEM REVENUE NOTE	1,087,000.00	(538,000.00)	549,000.00	0.00	5,737.05	10/01/21
2016 GAS SYSTEM REVENUE NOTE	12,259,000.00	(1,257,000.00)	11,002,000.00	0.00	690,307.70	10/01/26
TOTAL GAS UTILITY FUND	<u>13,346,000.00</u>	<u>(1,795,000.00)</u>	<u>11,551,000.00</u>	<u>0.00</u>	<u>696,044.75</u>	
<b><u>AIRPORT FUND</u></b>						
2008 AIRPORT TAXABLE CFC REVENUE NOTE	5,800,000.00	0.00	5,800,000.00	0.00	107,396.68 (b)	12/31/21
2015 AIRPORT REFUNDING REVENUE NOTE	8,710,000.00	(995,000.00)	7,715,000.00	1,219,797.50	708,453.75	10/01/27
2017 AIRPORT REFUNDING REVENUE NOTE	5,205,000.00	(575,000.00)	4,630,000.00	0.00	422,558.50	10/01/27
2018 AIRPORT REFUNDING REVENUE NOTE	28,360,000.00	(1,035,000.00)	27,325,000.00	2,149,814.60	10,768,612.65	10/01/38
TOTAL AIRPORT FUND	<u>48,075,000.00</u>	<u>(2,605,000.00)</u>	<u>45,470,000.00</u>	<u>3,369,612.10</u>	<u>12,007,021.58</u>	
TOTAL	<u>\$ 163,467,000.00</u>	<u>(9,743,181.00)</u>	<u>153,723,819.00</u>	<u>3,369,612.10</u>	<u>45,330,335.99</u>	

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

(b) Estimated.

CITY OF PENSACOLA  
SCHEDULE OF LEGAL COSTS  
September 30, 2021  
(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
<b>RISK MANAGEMENT:</b>		
COLLEEN CLEARLY ORTIZ PA	\$ 52,239.25	Workers Compensation Claims
CLARK PARTINGTON HART LARRY	61,540.00	Claims and Litigation
QUINTAIROS PRIETO WOOD & BOYER PA	12,110.32	Workers Compensation and Liability Claims
RODERIC G. MAGIE, PA	24,482.51	Workers Compensation Claims
RUMBERGER KIRK & CALDWELL PA	4,515.50	Police Liability Claims
SNIFFEN & SPELLMAN PA	37,681.05	Police Liability Claims
WILSON HARRELL & FARRINGTON PA	114,065.99	Claims and Litigation
<b>SUBTOTAL:</b>	<b><u>306,634.62</u></b>	
<b>ST AEROSPACE:</b>		
BEGGS & LANE	194,028.10	Airport VT Mobile Aerospace Engineering Project
<b>SUBTOTAL:</b>	<b><u>194,028.10</u></b>	
<b>ALL OTHER LEGAL COSTS:</b>		
ALLEN NORTON & BLUE P A	93,455.20	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	25,300.75	Contract and Real Estate Law
BRYANT MILLER OLIVE PA	25,671.00	Bond Counsel and CRA Matters
CARLTON FIELDS JORDEN BURT	54,050.00	Superfund and Other Environmental Matters
GALLOWAY, JOHNSON, TOMPKINS, BURR AND SMITH	7,647.50	Skanska Barge Matters
GRAY ROBINSON PA	61,226.00	Fee, Tax and Pension Plan Compliance
GUNSTER YOAKLEY & STEWART PA	7,507.20	Natural Gas Matters
LOCKE LORD LLP	2,500.00	Bond Disclosure Counsel
MCCARTER & ENGLISH LLP	22,836.60	Natural Gas Industry
NABORS GIBLIN & NICKERSON P A	1,703.26	Annual Stormwater Assessment Program
RAY, JR LOUIS F	36,952.00	Code Enforcement Special Magistrate
V. KEITH WELLS P.A.	7,000.00	Employee Personnel Board Attorney
<b>SUBTOTAL:</b>	<b><u>345,849.51</u></b>	
<b>REPORT TOTAL:</b>	<b><u>\$ 846,512.23</u></b>	

**TREE PLANTING TRUST FUND  
FISCAL YEAR 2021  
PARKS AND RECREATION  
FEES COLLECTED THROUGH SEPTEMBER 30,2021**

<u>Address</u>	<u>District</u>	<u>Amount</u>	<u>Purpose</u>
704 S. J Street	7	1,000.00	New Single Family Dwelling
1101 Office Woods	2	4,000.00	New Commercial
301 Clubbs	7	1,000.00	New Townhouse
804 E Wright St.	6	2,800.00	New Commercial
1017 Fairnie Ave	6	1,000.00	Tree Beside House Was Causing Foundation Issues - Have Letter From Structural Engineer
440 S F St.	7	3,600.00	New Residential
8 N. 9th Ave.	6	52,800.00	New Commercial
7140 N. 9th Ave.	1	3,200.00	Renovation
Total		69,400.00	

CITY OF PENSACOLA  
Contracts/ Expenditures  
Over \$25,000 Approved By Mayor  
7/01/21 - 7/31/21

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
<b>FORMAL BID/RFQs</b>					
Target Contractors, LLC dba Target Contractors of Florida	Old TRACON Building Demolition – Airport	No	Bid No. 21-023	250,809.00	Yes
<b>QUOTES &amp; DIRECT NEGOTIATIONS</b>					
APTIM Corp dba APTIM Port	Work Order # 22: PW 177171- Dredging Berths 2, 3, 5, 6, 7 – Port	No	Continuing Contract RFQ 15-03	99,858.00	Yes
APTIM Corp dba APTIM Port	Work Order # 20: PW Engineering Services Cathodic Protection Repairs – Port	No	Continuing Contract RFQ 15-03	133,306.00	Yes
APTIM Corp dba APTIM Port	Work Order # 21: PW 160709-Port Rail Bed & Asphalt – Port	No	Continuing Contract RFQ 15-03	152,105.00	Yes
Cameron-Cole, LLC.	Limited Site Assessment Activities/Develop Preliminary Groundwater Model for Fire Station 6 & 7 - Fire	No	Continuing Contract RFQ 20-004	98,795.00	Yes
Escambia County Board of County Commissioners	Interlocal Agreement for NPDES Stormwater Permit Services and Fees, FY 20-21 – Public Works	No	Single Quotation	28,231.00	Yes
Matteson, Robert dba Matteson Interior Fabric and Design	Reupholster Fabric Furniture Project Materials & Labor – Airport	No	Direct Negotiation	60,000.00	Yes
Mott MacDonald Florida	Service Authorization #502100054-026: Commendencia Slip Rehabilitation Post Hurricane Sally – Public Works	No	Continuing Contract RFQ 19-023	69,290.00	Yes
Site and Utility, LLC	2021 Sidewalk Project Phase 4 – Engineering	Yes	Quotations	68,820.00	Yes
Streamline Boats of NWF, LLC	Sally Repairs to Warehouse 9 &10 – Port	No	Per Lease Agreement	1,500,000.00	Yes

CITY OF PENSACOLA  
Contracts/ Expenditures  
Over \$25,000 Approved By Mayor  
8/01/21 - 8/31/21

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
<b><u>CONTRACT RENEWALS/EXTENSTIONS</u></b>					
PC Specialist, Inc. dba Integration Group	SmartNet Renewal Support 07/27/2021-07/26/2022 – Technology Resources	No	Single Quotation	27,184.00	Yes
The Huntington National Bank	Osceola Golf Cart Lease Contract – Parks & Recreation	No	Year 2 of 3	28,059.00	Yes
<b><u>QUOTES &amp; DIRECT NEGOTIATIONS</u></b>					
APTIM Corp dba APTIM Port Services, LLC	Work Order # 24: Engineering Svcs for Shipyard Evaluation - Port	No	Continuing Contract Srcv RFQ 15-03	30,576.00	Yes
B & H FOTO & Electronics Corp.	Upgrades to Audio/Visual Streaming Equipment for Council Meeting Facilities – Technology Resources	No	Quotations	28,460.00	Yes
Bass Corrosion Services, Inc.	Revised Cathodic Protection System Installation & Commissioning – Pensacola Energy	No	Single Quotation	49,240.00	Yes
Mayer Electric Supply Co., Inc.	Fixture, Arm, Flood Lights, Miscellaneous Materials-City Hall Parking lot – Public Works	No	Quotations	96,820.00	Yes
Mott MacDonald Florida, LLC	Service Authorization #502100054-024: Fricker Community Center Renovation Design/Construction Plans – Parks & Recreation	No	Continuing Contract Srcv RFQ 19-023	51,410.00	Yes
N Harris Computer Corp. dba Advance Utility Systems	Pensacola Energy Transition to Full Paymentus Platform – Pensacola Energy	No	Single Quotation	26,400.00	Yes
Security Engineering of Pensacola	Community Maritime Park Security Cameras – Parks & Recreation	No	Quotations	51,971.00	Yes
Site and Utility, LLC	2021 Sidewalk Project Phase 5 – Engineering	Yes	Quotations	43,360.00	Yes
Site and Utility, LLC	Mallory Heights #2 Improvements – Parks & Recreations	Yes	Quotations	73,750.00	Yes

CITY OF PENSACOLA  
Contracts/ Expenditures  
Over \$25,000 Approved By Mayor  
8/01/21 - 8/31/21

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
<b>STATE, FEDERAL OR OTHER BUYING CONTRACTS</b>					
Daikin Applied Americas, Inc.	GPRC Chiller Replacement – Parks & Recreation	No	Omnia Coop. Purchasing Contract# R200401	73,506.00	Yes
Interface Services, Inc.	Loading Bridge Flooring Material and Labor – Airport	No	Florida State Contract#30161700-20- ACS	70,573.00	Yes
Transportation Control Systems	McCain Controllers, Switch, UPS Power, Piggyback Cabinet, Miovision Video Detections – Public Works	No	Florida Dept. of Trans. (FDOT) Contract # ITB 20-9034-6H	89,262.00	Yes
<b>OWNER DIRECT PURCHASE FOR VT AEROSPACE HANGAR PROJECT</b>					
Bayou Concrete, LLC	ODP Purchase – Supplies for VTMAE Hangar 2 – Airport	No	Owner Direct Purchase	133,650.00	Yes
Bayou Concrete, LLC	ODP Purchase – Supplies for VTMAE Hangar 2 – Airport	No	Owner Direct Purchase	258,600.00	Yes
CAVOTEC INET US, Inc.	ODP Purchase – Supplies for VTMAE Hangar 2 – Airport	No	Owner Direct Purchase	350,200.00	Yes
Magnolia Steel Co., Inc.	ODP Purchase – Supplies for VTMAE Hangar 2 – Airport	No	Owner Direct Purchase	529,351.00	Yes
McDirt Industries, Inc.	ODP Purchase – Supplies for VTMAE Hangar 2 – Airport	No	Owner Direct Purchase	190,000.00	Yes
Tom Barrow Company, Inc.	ODP Purchase – Supplies for VTMAE Hangar 2 – Airport	No	Owner Direct Purchase	774,215.00	Yes
Williams Form Engineering Corp.	ODP Purchase – Supplies for VTMAE Hangar 2 – Airport	No	Owner Direct Purchase	67,346.00	Yes

CITY OF PENSACOLA  
Contracts/ Expenditures  
Over \$25,000 Approved By Mayor  
9/01/21 - 9/30/21

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
<b>QUOTES &amp; DIRECT NEGOTIATIONS</b>					
Alabama Contract Sales, Inc.	4 TOPPS Premium Seating Dining and Hussey Seating, Wahoo Stadium – Public Works	No	Single Quotation	63,680.00	Yes
Consolidated Pipe & Supply	Warehouse: PE Pipe – Pensacola Energy	No	Continuing Contract Srcv ITB 19-031	220,353.00	Yes
Devtech Sales, Inc.	Honeywell Model 1813 C Gas Regulators – Pensacola Energy	No	Sole Source	37,856.00	Yes
Geosyntec Consultants, Inc.	Phase II Tree Planting Plan for 30 Parks – Parks and Recreation	No	Continuing Contract Srcv RFQ 20-004	34,595.00	Yes
Mott MacDonald Florida, LLC	Service Authorization #502100054-028: Design of Sally Repairs to Osceola Golf Course – Parks & Recreation	No	Continuing Contract Srcv RFQ 19-023	98,720.00	Yes
Rubicon Global, LLC dba Rubicon	Sanitation Routing Software – Sanitation	No	Single Quotation	35,300.00	Yes
Reynolds Smith & Hills, Inc.	Work Order # 21: Terminal Expansion Charrette Planning – Airport	No	Continuing Contract Srcv RFQ 17-022	140,000.00	Yes
Security Engineering of Pensacola, Inc. dba Security Engineering, Inc	Security Camera Installation for Community Centers – Parks and Recreation	No	Single Quotation	31,360.00	Yes
Security Engineering of Pensacola, Inc. dba Security Engineering, Inc	Security Cameras for Community Centers – Parks and Recreation dba Security Engineering, Inc.	No	Single Quotation	47,725.00	Yes
Site and Utility, LLC	4 TOPPS Premium Seating Dining and Hussey Seating, Wahoo Stadium – Public Works	Yes	Quotations	54,739.00	Yes
Site and Utility, LLC	2021 Sidewalk Project Phase 7 – Engineering	Yes	Quotations	59,387.00	Yes
<b>OWNER DIRECT PURCHASE FOR VT AEROSPACE HANGAR PROJECT</b>					
CAVOTEC INET US, Inc.	ODP Purchase – Supplies for VTMAE Hangar 2 – Airport	No	Owner Direct Purchase	350,200.00	Yes
Ferguson U.S. Holding, Inc.	ODP Purchase – Supplies for VTMAE Hangar 2 – Airport	No	Owner Direct Purchase	258,526.00	Yes
Joe Powell and Associates, Inc.	ODP Purchase – Supplies for VTMAE Hangar 2 – Airport	No	Owner Direct Purchase	26,421.00	Yes

# Financial Report

City of Pensacola  
4th Quarter Financial Statement  
Twelve Months Ending  
September 30, 2021  
(Unaudited)



# Overview

(Unaudited)

- Revenue Growth
  - Growth in the Economy post COVID-19 Pandemic
  - Increases in Half-Cent & Local Option Sales Tax
  - Increases in Property Tax & License & Permits
- 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 - \$58,718,500
  - Exp./Enc. - \$59,064,500
- **Revenues Increased by \$2,167,400 or 3.83% from FY 2020**
- **Revenues \$810,200 Above Beginning Budget**



# General Fund

(Unaudited)

## •FY 2021 to FY 2020 Revenue Comparison

- **Property Tax Revenue – up by \$1,184,100 or 6.98%**
- **Local Business Tax Revenue – down by \$23,000 or 2.40%**
- **Half Cent Sales Tax – up by \$1,083,100 or 22.02%**
- **Municipal Revenue Sharing - up by \$83,800 or 3.56%**

## •Department Expenditures Including Encumbrances Within Approved Appropriations

- **Expenditures and Encumbrances \$3,050,800 or 4.91% 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 2021 Fund Balance Compared with FYE 2020

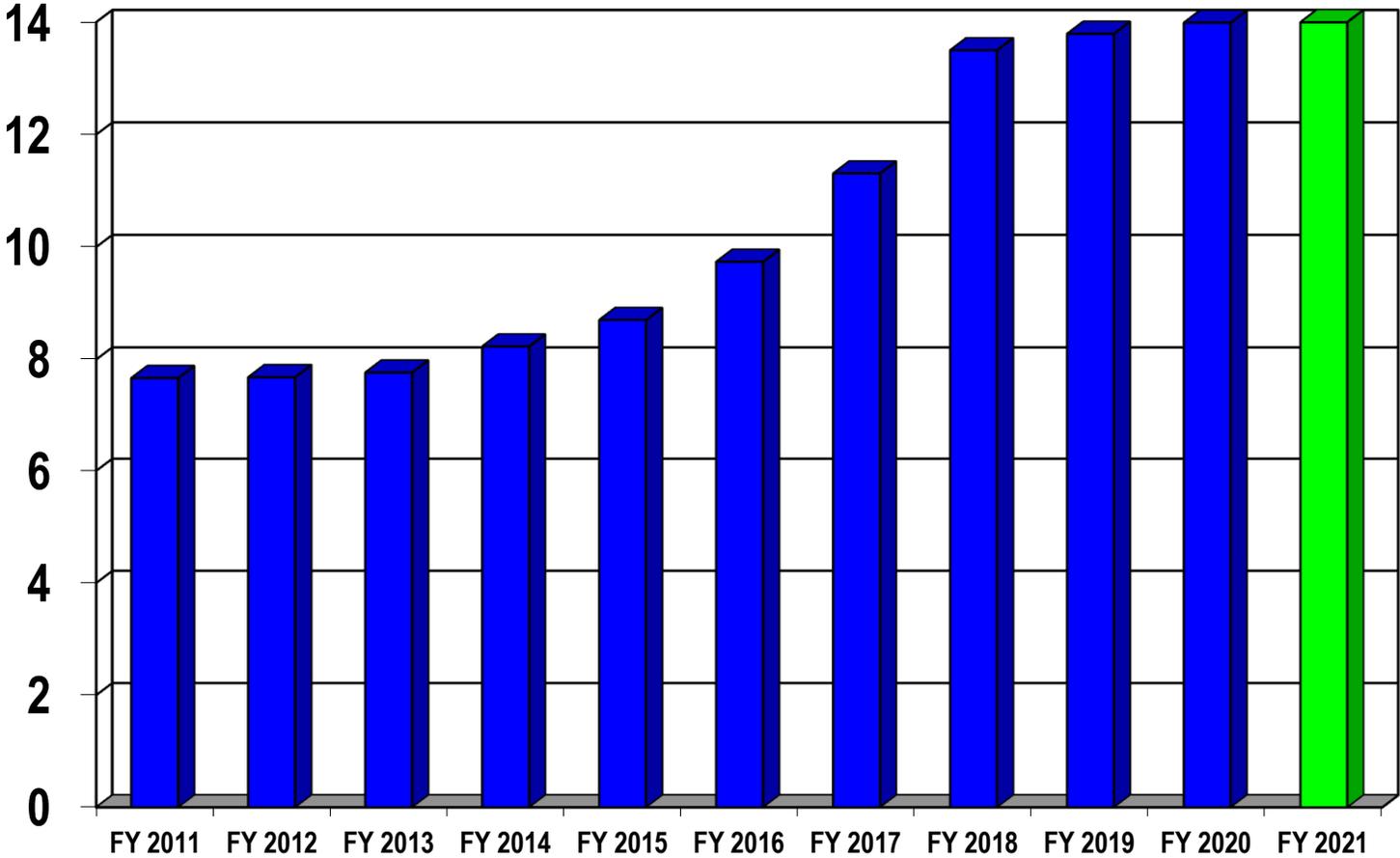
Amount			Description
2020	2021	Diff 2020-2021	
			<b>Non-Spendable</b>
\$ 50,814	\$ 43,890	\$ (6,924)	- Prepaid Expenses
50,814	43,890	(6,924)	Sub-Total Non-Spendable
			<b>Restricted</b>
341,163	387,344	46,181	- Saenger Theatre Capital
754,363	767,309	12,946	- Encumbrance Carryforward Appropriation
1,095,525	1,154,653	59,127	Sub-Total Restricted
			<b>Committed</b>
13,989,454	14,042,818	53,364	- Council Reserve (22.77%)
528,007	572,521	44,514	- Tree Planting Trust Fund
110,751	4,735	(106,015)	- Park Purchases Fund
14,628,211	14,620,074	(8,138)	Sub-Total Committed
			<b>Assigned</b>
5,100,000	5,100,000	-	- Designation for Fund Balance (FY 2022-2024)
515,879	494,402	(21,478)	- Designation for Housing Initiatives
1,800,000	2,461,495	661,495	- Designated for Natural Disaster 12.5% Match
1,037,295	478,949	(558,346)	- Unencumbered Carryforward Appropriation
-	100,000	100,000	- Unencumbered Carryforward Appropriation (there is HOPE)
271,300	691,700	420,400	- FY21 Fund Balance Draw - FOP and AFSCME Union
485,854	526,288	40,434	- Special Assessments
26,293	26,398	104	- Designation for Lien Amnesty
9,236,622	9,879,232	642,610	Sub-Total Assigned
			<b>Unassigned</b>
506,732	98,402	(408,330)	- Available Balance for Future Year Appropriations
506,732	98,402	(408,330)	Sub-Total Unassigned
<b>\$ 25,517,904</b>	<b>\$ 25,796,250</b>	<b>\$ 278,346</b>	<b>Total Fund Balance</b>



# General Fund

(Unaudited)

Million



**Reserve For Contingency Increased By \$53,400 which Represents 22.77% of FY 2022 Beginning General Fund Appropriations (Expenditures)**



# Tree Planting Trust Fund

(Unaudited)

- Revenue and Expenditures Recorded In General Fund
- Total Contributions Plus Interest Income - \$72,214
- Expenditures/Encumbrances - \$27,700
- End of Year Unencumbered Balance - \$572,521



# Park Purchases Trust Fund

(Unaudited)

- Revenue and Expenditures Recorded In General Fund
- Total Contributions Plus Interest Income - \$8,497
- Expenditures/Encumbrances - \$110,000
- End of Year Unencumbered Balance - \$4,735



# Housing Initiatives Fund

(Unaudited)

- Revenue and Expenditures Recorded In General Fund
  - Total Contributions Plus Interest Income - \$6,589
  - Total Expenditures - \$28,066
  - End of Year Unencumbered Balance - \$494,402
- 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)**

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**GENERAL GOVERNMENT**

<b>001 General Fund</b>	<b>25,796,300</b>
-------------------------	-------------------

**SPECIAL REVENUE FUNDS**

<b>102 Special Grants Fund</b>	<b>110,600</b>
<b>103 Local Option Gas Tax Fund</b>	<b>1,079,500</b>
<b>105 Community Redevelopment</b>	<b>5,819,400</b>
<b>109 Stormwater Utility Fund</b>	<b>276,500</b>
<b>112 Parking Fund</b>	<b>422,400</b>
<b>115 Section 8 Housing Assistance</b>	<b>3,352,200</b>

**CITY OF PENSACOLA  
 FUND BALANCE (FB) – NET ASSETS (NA)  
 BUDGET POSITION  
 (UNAUDITED)**

Fund	Current Net-Assets 9/30/2021
<b>GENERAL GOVERNMENT (Continued)</b>	
<b><u>SPECIAL REVENUE FUNDS (Continued)</u></b>	
<b>118 Law Enforcement Trust Fund</b>	<b>271,500</b>
<b>119 Natural Disaster Fund</b>	<b>(8,740,400)</b>
<b>120 Golf Course Fund</b>	<b>261,200</b>
<b>121 Eastside TIF</b>	<b>752,300</b>
<b>122 Inspections Fund</b>	<b>1,135,000</b>
<b>123 Westside TIF</b>	<b>884,600</b>
<b>124 Recreation Fund</b>	<b>957,000</b>
<b>125 Tennis Fund</b>	<b>220,500</b>
<b>126 CMP Management Services</b>	<b>1,816,900</b>

**CITY OF PENSACOLA  
 FUND BALANCE (FB) – NET ASSETS (NA)  
 BUDGET POSITION  
 (UNAUDITED)**

Fund	Current Net-Assets 9/30/2021
<b>GENERAL GOVERNMENT (Continued)</b>	
<b><u>DEBT SERVICE FUNDS</u></b>	
210 CRA Debt Service Fund	3,485,100
213 LOGT Debt Service Fund	1,537,000
<b><u>CAPITAL PROJECTS FUNDS</u></b>	
307 Local Option Sales Tax Fund	3,153,000
314 CRA Series 2017 Project Fund	6,968,800
315 CRA Series 2019 Project Fund	16,596,200
329 Stormwater Capital Fund	3,751,200

**CITY OF PENSACOLA  
 FUND BALANCE (FB) – NET ASSETS (NA)  
 BUDGET POSITION  
 (UNAUDITED)**

Fund	Current Net-Assets 9/30/2021
<b>PROPRIETARY FUNDS</b>	
<b><u>ENTERPRISE FUNDS</u></b>	
401 Gas Utility Fund	23,746,500
402 Sanitation Fund	222,500
403 Port Fund	3,495,800
404 Airport Fund	14,001,000
<b><u>INTERNAL SERVICE FUNDS</u></b>	
502 General Stock Fund	863,400
503 Insurance Retention Fund	4,050,100
504 Central Services Fund	3,195,000

# Special Revenue Funds

(Unaudited)

- **Local Option Gasoline Tax**
  - Revenue above FY 2020 by \$110,200
  - Revenue above Beginning Budget By \$68,800
  - Revenue & Fund Balance of \$1,541,100 equals the Total Expenditures
  - Ending Restricted Fund Balance - \$1,079,500
    - Future Debt Service Payments



# Special Revenue Funds

(Unaudited)

- **Stormwater Utility Fund**
  - Revenue - \$2,902,800 (Equal to Budget)
  - Exp./Enc. - \$3,055,400 (Below Budget)
  - Committed Fund Balance of \$264,200
    - Supplemental Budget Resolution No. 2021-106
      - Fund Balance Drawdown- \$58,700
        - \$58,700 Allocated Overhead Adjustment
  - City Council approved an increase to the Stormwater Utility Fee
    - From \$72.24 per ESU to \$76.12 for FY2022



# Special Revenue Funds

(Unaudited)

- **Parking Management Fund**
  - **Revenues Exceeded Expenses and Encumbrances by \$121,700**
  - **Expenditures and Encumbrances totaled \$729,000**
  - **Revenues at budget at \$850,700**
  - **Restricted Fund Balance - \$421,600**



# 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 \$13,462,700**
    - Revenue - \$3,984,400
    - Expenditures/Encumbrances - \$17,447,100
    - **Restricted Fund Balance negative \$8,740,000**



# Special Revenue Funds

(Unaudited)

- **Municipal Golf Course**

- Revenues At Budget

- Revenues - \$853,000

- **FY 2021 Revenues Exceeded FY 2020 Revenues by \$49,200**

- **Exp./Enc. Under Budget by \$96,200**

- Exp./Enc. - \$764,300

- **Revenues Exceeded Expenditures and Encumbrances by \$88,700**

- 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 FY21 – 23,401/FY20 – 21,828
    - **Up 1,573**
  - Driving Range Usage in FY20 – 6,737/FY19 – 6,638
    - **Up 99**
  - Concession payments are current through the fourth quarter of FY 2021



# Special Revenue Funds

(Unaudited)

## • **Inspection Services Fund**

- **Revenues Exceeded Beginning Budget by \$1,292,000**
- **Expenditures Under Budget by \$1,157,000**
- **Revenues Exceeded Expenditures by \$1,142,600**
- **Restricted Fund Balance - \$1,135,000**



# Special Revenue Funds

(Unaudited)

## ■ Roger Scott Tennis Center

- Three Year Contract for Operation & Management of Roger Scott Tennis Center negotiations continue
  - 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
- **Revenues Equal to Final Budget**
  - Revenues - \$131,600
- **Expenditures Below Budget by \$57,400**
  - Exp/Enc - \$74,300
- **Total Revenues Exceed Expenditures By \$57,400**
- Assigned Fund Balance - \$210,700



# Special Revenue Funds

(Unaudited)

## •Community Maritime Park Management Services Fund

- Impacted by COVID-19 Pandemic
  - Blue Wahoos Baseball Season resumed on May 4, 2021
  - Park activities continue to increase at fiscal year end
- **Revenues Exceeded Expenditures by \$360,400**
- **Renewal & Replacement Revenues Exceed Expenditures and Encumbrances by \$32,900**
- Restricted Fund Balance – excluding encumbrances, Parking and Renewal & Replacement - \$550,000



# Capital Projects Funds

(Unaudited)

- **Local Option Sales Tax Fund**
  - **Revenues Equal to Budget**
    - Revenues - \$10,718,900
  - **Exp./Enc. Within Budget**
    - Exp./Enc. - \$16,290,500
  - **Tax Collections Increased by 23.22% from FY 2020**
    - Due to economic recovery from the COVID-19 Pandemic
  - **Restricted Fund Balance(Excluding Encumbrances and Bond Reserves) Increased from a negative \$1,266,500 to a negative \$3,086,100 in FY 2021**
  - 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 - \$2,735,000
    - Exp./Enc. - \$4,432,000
  - City Council adopted Resolution No. 2021-32
    - Amending the Financial Planning & Admin Policy
    - Sets the General Fund Transfer at \$2,735,000 for future years
  - Fund Balance of \$2,857,200
    - Carried Forward - \$2,814,700



# Enterprise Funds

(Unaudited)

## ▪ Gas Utility Fund

– **Revenues Exceeded Expenses by \$1,348,100**

• Revenue - \$51,426,400

– Purchase Gas Adjustment (PGA) – Additional \$0.10 per Ccf

• Pensacola Energy Reserve

– FY 2021 \$1,103,380 Collected

– Infrastructure Cost Recovery Revenue - \$3,415,600

– Net Current Assets

• **Increased by \$1.4 Million from Beginning FY 2021 to End of Year - \$23.7 Million**

– Total Equity Less Bond Reserves

• **Increased by \$8.9 Million from Beginning FY 2021 to End of Year - \$73.4 Million**



# Enterprise Funds

(Unaudited)

## ■ Sanitation Fund

- **Expenses Exceeded Revenues by \$1,550,300** (Excluding Code Enforcement)
  - Revenues - \$7,585,600
  - Expenses - \$9,135,900
- **Code Enforcement Revenues Exceeded Expenses by \$274,600**
  - Code Enforcement Revenues - \$1,550,700
- Net Current Assets - \$222,500
  - **Decreased by \$1,067,200 from Beginning FY 2021 to End of Year - (Excluding Code Enforcement & Lot Cleaning)**
- Total Fund Equity Less Bond Reserves
  - **Increased by \$510,200 from Beginning FY 2021 to End of Year with a Balance of \$829,700**
- No CNG Rebates Received



# Enterprise Funds

(Unaudited)

## ▪ Port of Pensacola

- **Revenues plus transfers in from Local Option Sales Tax were Above Operating Expenses by \$1,407,000**
  - Revenues – FY21 - \$4,575,800  
FY20 - \$2,755,000
  - An Increase of \$1,820,800**
  - Transfers in from Local Option Sales Tax - \$87,700
  - Expenses - \$3,256,500
  - Increases Due to Port Tariff Rate Revisions, Storage Fees, Seville Harbor Lease, and Hurricane Sally Insurance Proceeds
- Net Current Assets
  - **Increased by \$2,092,600 from Beginning FY 2021 to End of Year - \$3,495,800**
- Total Equity Less Bond Reserves
  - **Increased by \$2,413,900 from FY 2021 Beginning to End of Year \$18.3 Million**



# Enterprise Funds

(Unaudited)

## ▪ Airport Fund

- Revenues were above Budget by **\$3,833,300**
- Revenues increased by **\$999,700 from FY 2020**
- Expenses (Excluding CARES Act Funding & Debt Service) were \$93,900 above FY 2020
- Transportation Industry is recovering from the Effects of COVID-19 Pandemic
  - Passenger Traffic Increasing
  - CARES Act Funding Received- \$10.2 Million (FY2020 through ending FY2021)
    - Funding for Operations & Maintenance recovery from COVID-19 Pandemic.



# Enterprise Funds

(Unaudited)

## ▪ Airport Fund

– Net Current Assets

• **Increased by \$2.2 Million from Beginning FY 2021 to End of Year - \$14.0 Million (Majority of Which Related to Receiving CARES Act Funding)**

– Total Fund Equity Less Required Bond Reserves

• **Increased by \$19.3 Million from Beginning FY 2021 to End of Year - \$185.6 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 2021 Cost more than FY 2020
  - Fiscal Year 2021 Legal Costs (Inside and Outside) Was Higher by \$110,400 than Fiscal Year 2020



# Legal Costs Schedule

(Unaudited)

CITY OF PENSACOLA  
SCHEDULE OF LEGAL COSTS

September 30, 2021

(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
<b>RISK MANAGEMENT:</b>		
COLLEEN CLEARY ORTIZ PA	\$ 52,239.25	Workers Compensation Claims
CLARK PARTINGTON HART LARRY	61,540.00	Claims and Litigation
QUINTAIROS PRIETO WOOD & BOYER PA	12,110.32	Workers Compensation and Liability Claims
RODERIC G. MAGIE, PA	24,482.51	Workers Compensation Claims
RUMBERGER KIRK & CALDWELL PA	4,515.50	Police Liability Claims
SNIFFEN & SPELLMAN PA	37,681.05	Police Liability Claims
WILSON HARRELL & FARRINGTON PA	114,065.99	Claims and Litigation
<b>SUBTOTAL:</b>	<b>306,634.62</b>	
<b>ST AEROSPACE:</b>		
BEGGS & LANE	194,028.10	Airport VT Mobile Aerospace Engineering Project
<b>SUBTOTAL:</b>	<b>194,028.10</b>	
<b>ALL OTHER LEGAL COSTS:</b>		
ALLEN NORTON & BLUE P A	93,455.20	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	25,300.75	Contract and Real Estate Law
BRYANT MILLER OLIVE PA	25,671.00	Bond Counsel and CRA Matters
CARLTON FIELDS JORDEN BURT	54,050.00	Superfund and Other Environmental Matters
GALLOWAY, JOHNSON, TOMPKINS, BURR AND SMITH	7,647.50	Skanska Barge Matters
GRAY ROBINSON PA	61,226.00	Fee, Tax and Pension Plan Compliance
GUNSTER YOAKLEY & STEWART PA	7,507.20	Natural Gas Matters
LOCKE LORD LLP	2,500.00	Bond Disclosure Counsel
MCCARTER & ENGLISH LLP	22,836.60	Natural Gas Industry
NABORS GIBLIN & NICKERSON P A	1,703.26	Annual Stormwater Assessment Program
RAY, JR LOUIS F	36,952.00	Code Enforcement Special Magistrate
V. KEITH WELLS P.A.	7,000.00	Employee Personnel Board Attorney
<b>SUBTOTAL:</b>	<b>345,849.51</b>	
<b>REPORT TOTAL:</b>	<b>\$ 846,512.23</b>	



# Police/Fire/General Pension Plans

(Unaudited)

- Interest Investment Rate Reported to City Pension Boards

- FY 2020 Investment Gain

<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>	<u>FY 21</u>	<u>FYE 21</u> <u>Actuarial*</u>
8.0%	1.4%	8.7%	20.7%	7.2%
9.2%	3.0%	11.4%	22.8%	7.75%
10.26%	4.66%	9.35%	22.16%	7.125%

\* Note - FYE 20 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, 2021  
(Unaudited)

