



City of Pensacola

Agenda Conference

Agenda

Monday, September 20, 2021, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

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

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

ROLL CALL

PRESENTATION ITEMS

- [21-00793](#) PRESENTATION FROM HOMELESS REDUCTION TASK FORCE REGARDING A PLAN FOR THE EXPENDITURE OF THE CITY COUNCIL AMERICAN RESCUE PLAN ACT (ARPA) FUND APPROPRIATION
Recommendation: That City Council receive a presentation from Connie Bookman and/or John Johnson related to the plan for the expenditure of the City Council ARPA Fund appropriation.
Sponsors: Jared Moore
- [21-00770](#) BASELINE GREENHOUSE GAS INVENTORY PRESENTATION
Recommendation: That City Council accept a presentation from the City's Sustainability Coordinator, Mark Jackson, regarding the Greenhouse Gas (GHG) Inventory.
Sponsors: Grover C. Robinson, IV
Attachments: [Baseline GHG Inventory Presentation](#)

REVIEW OF CONSENT AGENDA ITEMS

3. [21-00730](#) AWARD OF CONTRACT - BID #21-035 PENSACOLA INTERNATIONAL AIRPORT ECONOMY LOT 3 PARKING LOT

Recommendation: That City Council award the contract for Invitation to Bid #21-035 for the Pensacola International Airport Economy Lot 3 Parking Lot to Chavers Construction, Inc., the lowest and best responsive bid in the amount of \$1,865,738.30 plus a 10% contingency in the amount of \$186,573.83 for a total amount of \$2,052,312.13. Further, that City Council authorize the Mayor to take all actions necessary to execute the contract.

Sponsors: Grover C. Robinson, IV

Attachments: [Airport Economy Lot 3 Parking Lot Bid Tabulation](#)
[Project Location Map](#)
[ITB #21-035 Final Vendor Reference List](#)

4. [21-00763](#) AWARD OF CONTRACT TO HYDRA ENGINEERING & CONSTRUCTION, LLC FOR INVITATION TO BID (ITB) #21-032 SANDERS BEACH HURRICANE SALLY RESTORATION

Recommendation: That City Council award a contract to Hydra Engineering & Construction, LLC for ITB 21-032 Sanders Beach Hurricane Sally Restoration for \$463,392.19 plus a 20% contingency of \$92,678.44 for a total amount of \$556,070.63. Further, that City Council authorize the Mayor to take all actions necessary to execute all contracts, related documents and to complete the project.

Sponsors: Grover C. Robinson, IV

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

5. [21-00764](#) APPOINTMENT - EASTSIDE REDEVELOPMENT BOARD

Recommendation: That City Council appoint one homeowner within the Eastside Redevelopment Neighborhood TIF District area to fill an unexpired term ending April 30, 2022.

Sponsors: Jared Moore

Attachments: [Member List](#)
[Nomination Form - Zachary Lane](#)
[Application of Interest - Zachary Lane](#)
[Ballot](#)

6. [21-00765](#) APPOINTMENTS - ARCHITECTURAL REVIEW BOARD

Recommendation: That City Council appoint a Planning Board Member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District and a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District, for a term of two (2) years, expiring September 30, 2023.

Sponsors: Jared Moore

Attachments: [Member List](#)
[Application of Interest - Lou Mitchell Courtney](#)
[Application of Interest - George R Mead II](#)
[Ballot](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

7. [2021-73](#) RESOLUTION NO. 2021-73 - PROVIDING FOR A MORATORIUM ON THE EVICTION OF HOMELESS INDIVIDUALS WITHIN THE CITY OF PENSACOLA

Recommendation: That City Council adopt Resolution No. 2021-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA DECLARING A MORATORIUM ON THE EVICTION OF HOMELESS INDIVIDUALS ENCAMPED UNDER THE I-110 OVERPASS AND WITHIN THE HOLLICE T. WILLIAMS PARK IN THE CITY OF PENSACOLA; PROVIDING FOR AN EFFECTIVE DATE

Sponsors: Ann Hill

Attachments: [Resolution No. 2021-73](#)

8. [21-00795](#) LEASE RENEWAL - SUBMERGED LAND ADJACENT TO FORMER SCUBA SHACK PROPERTY

Recommendation: That City Council approve the Amendment to Lease Agreement for the lease of submerged real property (portion of Parcel Ref. No. 000S009100001034) located in inland waterway Baylen Slip adjacent to 711 South Palafox Street (former Scuba Shack property) with JME of NWF, LLC through April 30, 2047.

Sponsors: Grover C. Robinson, IV

Attachments: [Scuba Shack Lease Renewal - draft](#)
[Depiction of Lease Parcel](#)
[Sunbiz Info - JME of NWF, LLC](#)
[Scuba Shack Lease - 1997](#)
[Council Action - Disposition Legal Notice for Submerged Lease Adj](#)

9. [21-00727](#) PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT 449499-2-84-01 FOR COVID RELIEF FOR SEAPORTS

Recommendation: That City Council accept and authorize the Mayor to execute State of Florida, Florida Seaport Transportation Economic Development (FSTED) Grant # 449499-2-84-01 in the amount of \$806,772 comprised of \$806,772 in FSTED funds and \$0 in local match. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Grover C. Robinson, IV

Attachments: [Grant Agreement No. 449499-2-84-01](#)
[Supplemental Budget Resolution](#)
[Supplemental Budget Explanation](#)

10. [2021-82](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-82 - PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT #449499-2-84-01 SEAPORT COVID RELIEF GRANT FOR SEAPORTS

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2021-82.

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

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2021-82](#)
[Supplemental Budget Explanation No. 2021-82](#)

11. [2021-63](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-63 - APPROPRIATING FUNDING FOR THE STREET RECONSTRUCTION PROJECT FOR SOUTH "S" STREET AND SOUTH "P" STREET

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2021-63.

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

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2021-63](#)
[Supplemental Budget Explanation No. 2021-63](#)

12. [2021-81](#) RESOLUTION NO. 2021-81 AUTHORIZING THE COMMUNITY REDEVELOPMENT AGENCY TO APPLY FOR AND ACCEPT A FDOT BEAUTIFICATION GRANT FOR CONSTRUCTING LANDSCAPE IMPROVEMENTS WITHIN THE GARDEN STREET CORRIDOR

Recommendation: That City Council adopt Resolution No. 2021-81:

A RESOLUTION OF THE CITY OF PENSACOLA COUNCIL AUTHORIZING THE COMMUNITY REDEVELOPMENT AGENCY TO APPLY FOR AND ACCEPT A FDOT BEAUTIFICATION GRANT AND ENTER INTO A BEAUTIFICATION GRANT AGREEMENT AND A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING AN EFFECTIVE.

Sponsors: Grover C. Robinson, IV

Attachments: [Resolution No. 2021-81](#)

13. [35-21](#) PROPOSED ORDINANCE NO. 35-21 - AMENDMENT TO THE LAND DEVELOPMENT CODE - RESIDENTIAL DENSITY TRANSFERS

Recommendation: That City Council adopt Proposed Ordinance No. 35-21 on second reading.

AN ORDINANCE AMENDING SECTION 12-3-109 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, ESTABLISHING A PROCESS FOR THE APPROVAL OF RESIDENTIAL DENSITY TRANSFERS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 35-21](#)
[Planning Board Minutes August 10, 2021](#)

14. [37-21](#) PROPOSED ORDINANCE NO. 37-21 - FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - AMR PENSACOLA, INC
- Recommendation:* That City Council adopt Proposed Ordinance No. 37-21 on second reading:
- AN ORDINANCE AMENDING THE FUTURE LAND USE CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE FUTURE LAND USE MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 37-21](#)
[Planning Board Minutes August 10, 2021 DRAFT](#)
[Future Land Use Map August 2021](#)

15. [36-21](#) PROPOSED ORDINANCE NO. 36-21 - ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - AMR PENSACOLA, INC
- Recommendation:* That City Council adopt Proposed Ordinance No. 36-21 on second reading:
- AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 36-21](#)
[Planning Board Minutes August 10, 2021 - DRAFT](#)
[Zoning Map August 2021](#)

CONSIDERATION OF ANY ADD-ON ITEMS

FOR DISCUSSION

16. [21-00794](#) DISCUSSION WITH CARSON-LOVELL UPDATING THE STATUS OF A LEASE OPTION AGREEMENT
- Sponsors:* Sherri Myers

- 17. [21-00510](#) LOCAL OPTION SALES TAX (LOST) IV - STREET LIGHTING
 Sponsors: Grover C. Robinson, IV
 Attachments: [Supplement Budget Resolution No. 2020-51](#)

- 18. [21-00650](#) PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE - REQUESTED BY LAMAR ADVERTISING
 Recommendation: That City Council discuss a proposed amendment to the Land Development Code requested by Lamar Advertising
 Sponsors: Grover C. Robinson, IV
 Attachments: [City Message Center - Ordinance Draft 5.17.21](#)

- 19. [21-00786](#) GENTRIFICATION
 Sponsors: Sherri Myers
 Attachments: [2020 Pensacola Census Summary](#)

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00793

City Council

9/23/2021

PRESENTATION ITEM

FROM: City Council President Jared Moore

SUBJECT:

PRESENTATION FROM HOMELESS REDUCTION TASK FORCE REGARDING A PLAN FOR THE EXPENDITURE OF THE CITY COUNCIL AMERICAN RESCUE PLAN ACT (ARPA) FUND APPROPRIATION

REQUEST:

That City Council receive a presentation from Connie Bookman and/or John Johnson related to the plan for the expenditure of the City Council ARPA Fund appropriation.

SUMMARY:

A community partnership in Northwest Florida was formed to better streamline services to homeless individuals and families with the ultimate goal of offering essential resources in helping them achieve a life that they deserve.

The City Council has authorized a \$3,000,000 appropriation to the task force through ARPA funding. This presentation will provide City Council with a proposed plan for the spending of the \$3,000,000 appropriation.

PRIOR ACTION:

August 12, 2021 - City Council authorized the appropriation of \$3,000,000 to homelessness reduction

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: Yes



Memorandum

File #: 21-00770

City Council

9/23/2021

PRESENTATION ITEM

FROM: Grover C. Robinson, IV, Mayor

SUBJECT:

BASELINE GREENHOUSE GAS INVENTORY PRESENTATION

REQUEST:

That City Council accept a presentation from the City's Sustainability Coordinator, Mark Jackson, regarding the Greenhouse Gas (GHG) Inventory.

SUMMARY:

With the election of Mayor Grover Robinson, IV in November of 2018, his transition team provided numerous sound recommendations on specific Environmental and Sustainability goals and initiatives, including the establishment of a GHG Inventory for the City. In effort to carry out the GHG Inventory initiative, Staff has worked with SustainaBase Inc. (software platform delivering GHG inventories, sustainability programs, etc.) and ICLEI (a global network of over 2,500 local and regional governments committed to sustainable urban development) to produce the City of Pensacola Baseline GHG Emission Inventory. Staff will present a brief summary of the full GHG Inventory report. The full report will be posted to the City's website for public viewing and a copy of the website link will be provided to Council.

PRIOR ACTION:

None

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
David Forte, Interim Public Works & Facilities Department Director/Capital Improvements Project Manager
Brad Hinote, City Engineer
Mark Jackson, Sustainability Coordinator

ATTACHMENTS:

1) Baseline GHG Inventory Presentation

PRESENTATION: Yes

City of Pensacola Baseline GHG Inventory Results



Presented by Mark Jackson,
Sustainability Coordinator
September 20th, 2021

Key Terms

- Greenhouse Gas (GHG): any gas that contributes to the greenhouse effect.
- Baseline emissions: the amount of GHGs emitted in one year prior to the introduction of reduction strategies.
- MTCO₂e = Metric Ton of Carbon Dioxide equivalent: a standardized unit of measure for GHG.
- Scope 1: GHG emissions on City property as part of the standard operations of the City.
- Scope 2: GHG emissions as a result of City operations.
- Resources: the type of energy being consumed.
- CCF Natural Gas: heating and cooking gas in buildings; natural gas generators.
- CNG: compressed natural gas for vehicle use.

What's Included?

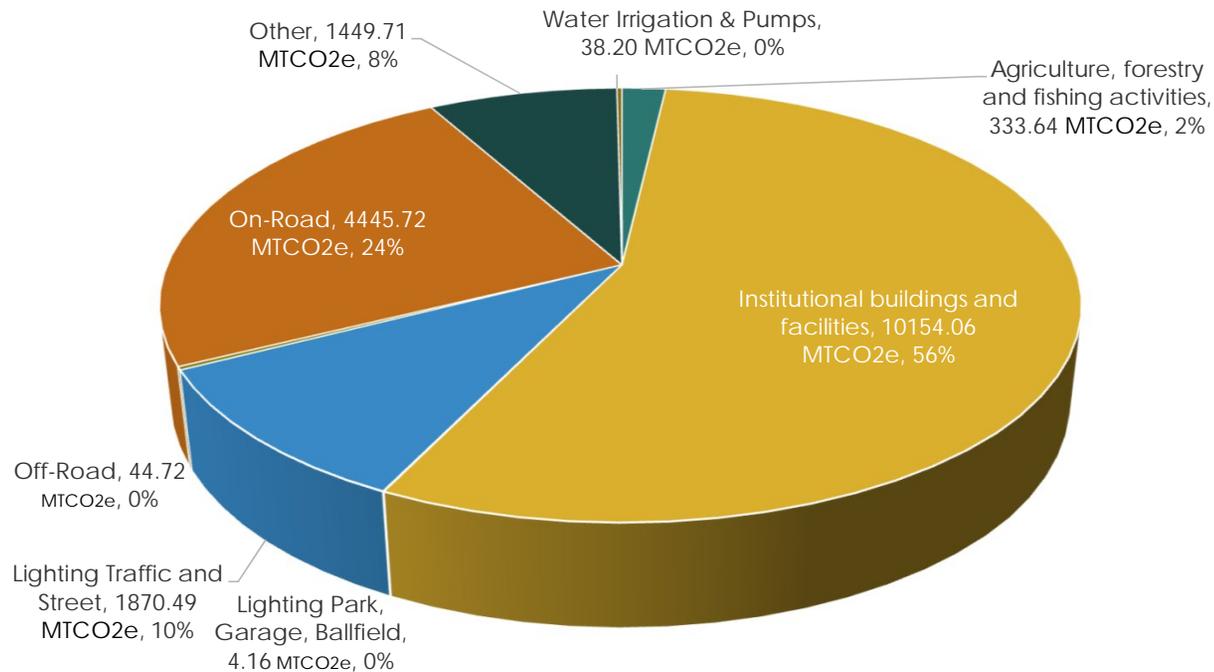
Sector	Activities
Buildings & Facilities	Electricity (FPL) used for government-operated buildings & facilities (except for the wastewater treatment plant, which is reported separately)
Public Street Lights & Traffic Signals	Electricity (FPL) used for public streetlights and traffic signals
Vehicle Fleet	Fuel used by on-road and off-road municipal fleet vehicles

What's *Not* Included?

- Employee Commute to and from the office (outside the scope of the inventory)
- Solid waste generated from local government activities (data unavailable)
- Life-cycle emissions (extraction, processing, packaging, transport, and disposal) of supplies, equipment, and other goods purchased for municipal activities (data unavailable and outside the intended scope of the inventory)
- Refrigerant and hydrofluorocarbon emissions (data unavailable and outside scope of the inventory)
- Emissions from air or long-distance rail travel associated with government duties (outside scope of inventory and expected to be minimal)

Government Operations Inventory Baseline

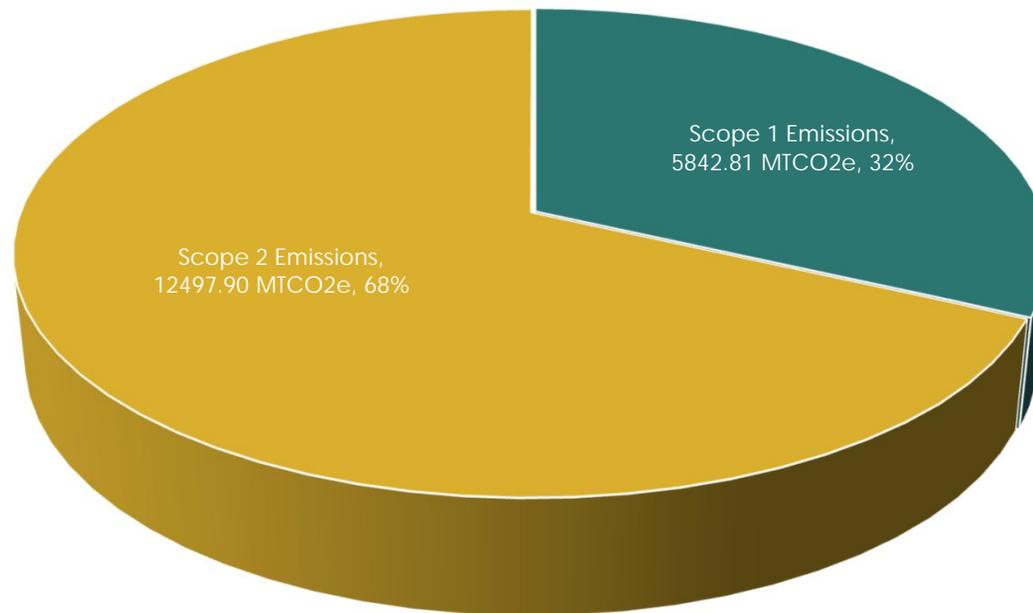
Emission by LGOP Sector in MTCO₂e & Percentage



18,340.7 MTCO₂e

Baseline GHG Inventory by Scope

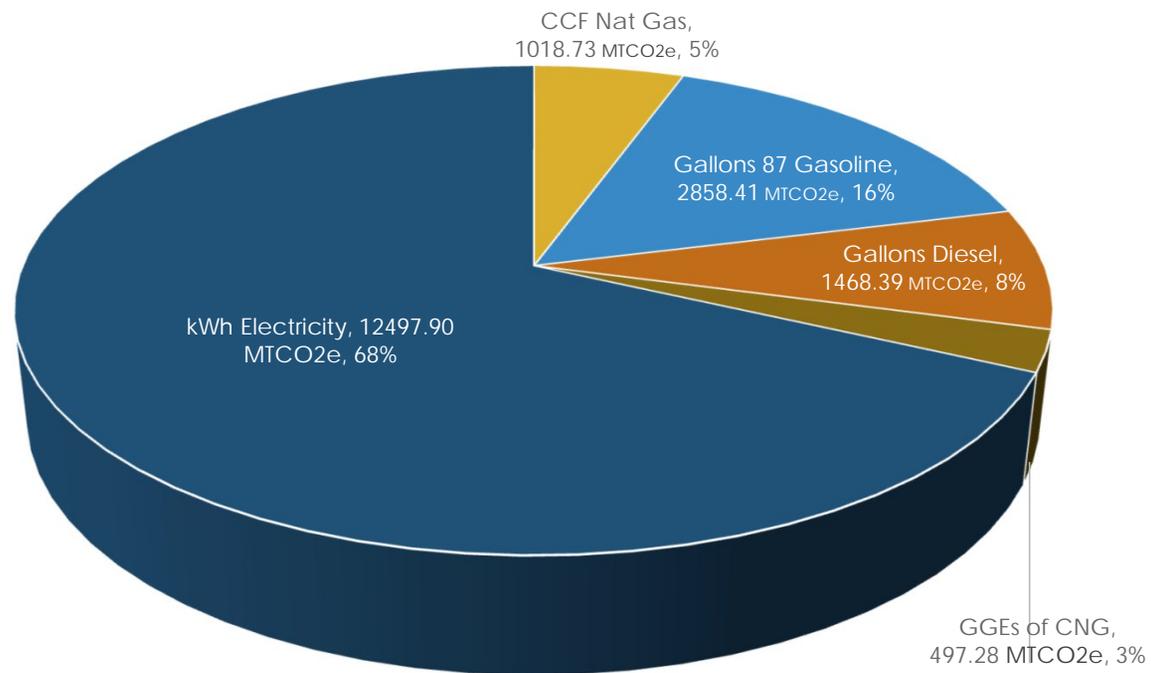
Emission by Scope in MTCO₂e & Percentage



City of Pensacola Government Operations Baseline

Baseline GHG Inventory by Recourse

Emissions by Resource in MTCO₂e & Percentage



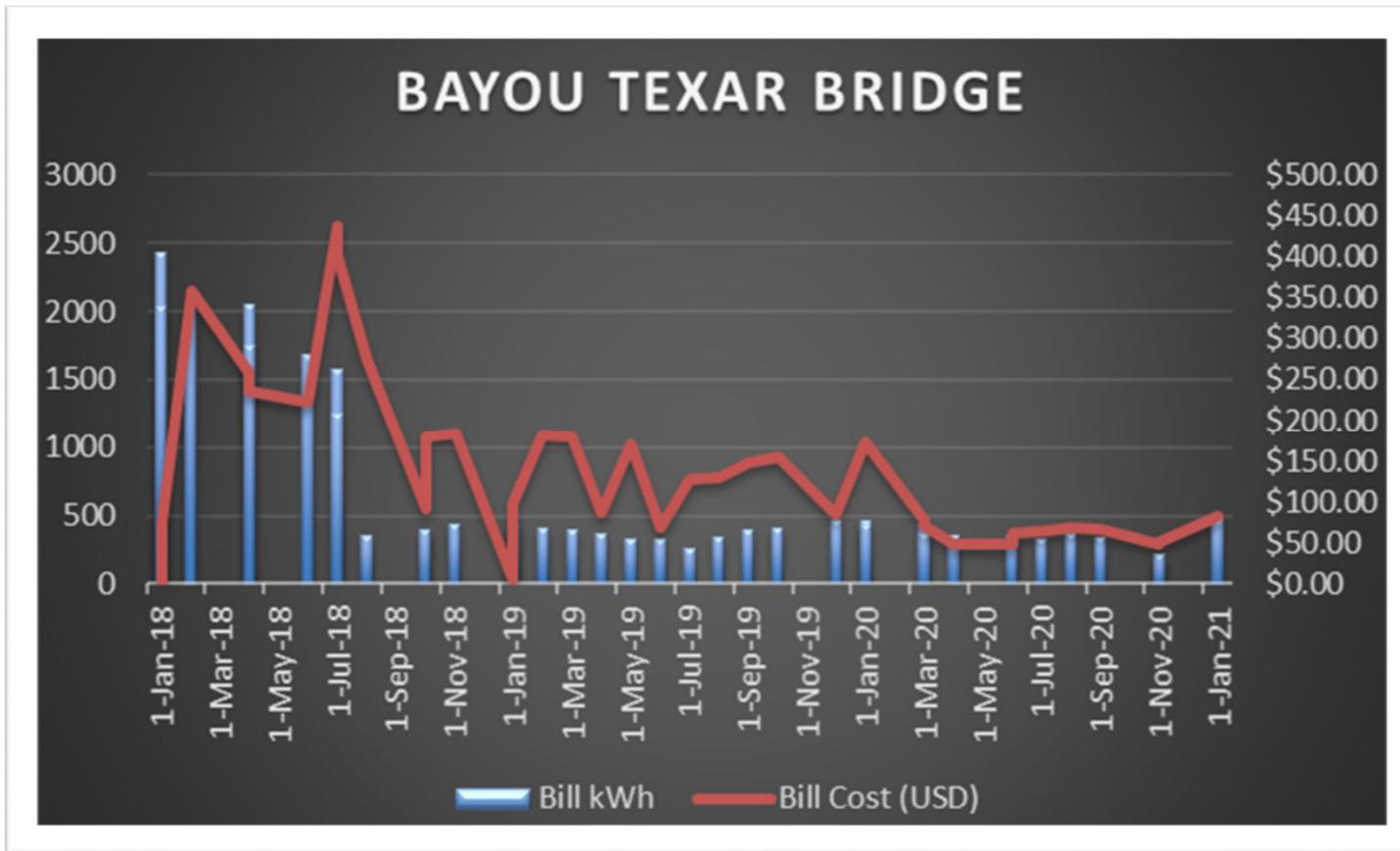
City of Pensacola Government Operations Baseline

Why is it important to track GHG emissions?

- GHG emissions from human activities are changing the global climate.
- Setting a baseline enables the City to track and measure the effectiveness of GHG reduction projects.
- Each pound of CO₂ reduced equates to future financial savings.

What can we do to reduce local government emissions?

- Reduce fleet emissions through right-sizing, encouraging virtual meetings, purchasing electric/hybrid/CNG vehicles, and efficient route design.
- Increase energy efficiency by retrofitting municipal buildings, installing LEDs and auto shutoff lights, and educating City staff of energy and water conservation strategies.
- Increase the use of renewable energy by installing on-site energy production (solar photovoltaics).



Example Project

Thank You!

Questions?

Contact Information:

Mark Jackson

majackson@cityofpensacola.com

Phone: 850-435-1649





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00730

City Council

9/23/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT - BID #21-035 PENSACOLA INTERNATIONAL AIRPORT ECONOMY LOT 3 PARKING LOT

RECOMMENDATION:

That City Council award the contract for Invitation to Bid #21-035 for the Pensacola International Airport Economy Lot 3 Parking Lot to Chavers Construction, Inc., the lowest and best responsive bid in the amount of \$1,865,738.30 plus a 10% contingency in the amount of \$186,573.83 for a total amount of \$2,052,312.13. Further, that City Council authorize the Mayor to take all actions necessary to execute the contract.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Airport completed a Master Plan Update in January 2019 that addresses the recommended plan for Airport improvements necessary to meet the forecast aviation demands through 2035. One of the items identified in the plan was the need for approximately 500 net new parking spaces to accommodate higher demand during peak hour periods.

The City advertised Invitation to Bid #21-035 on June 24, 2021 for the construction of an economy parking lot located east of 12th Avenue within two vacant parcels of land on Pensacola International Airport. An optional pre-bid conference was held on July 7, 2021. Bids were opened on July 26, 2021 with 3 responsive bids received. Chavers Construction, Inc. provided the lowest and best responsive bid.

PRIOR ACTION:

N/A

FUNDING:

Budget: \$2,145,681.00

Actual:	\$1,865,738.30	Contract
	186,573.83	10% Contingency
	33,620.66	Engineering Services
	11,890.00	Surveys
	<u>250.00</u>	Permits
	<u>\$2,098,072.79</u>	

FINANCIAL IMPACT:

Within the Airport Fund, \$2,145,681 has been appropriated for this project. To date, \$45,760.66 has been expended for engineering, surveys, and permits leaving a balance of \$2,099,920.34 which is sufficient for this contract.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

[Click here to enter a date.](#)

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Miller - Deputy City Administrator - Administration & Enterprise
Matthew F. Coughlin, Airport Director
Brad Hinote, Engineering Project Manager

ATTACHMENTS:

- 1) Airport Economy Lot 3 Parking Lot Bid Tabulation
- 2) Project Location Map
- 3) Final Vendor Reference List

PRESENTATION: No

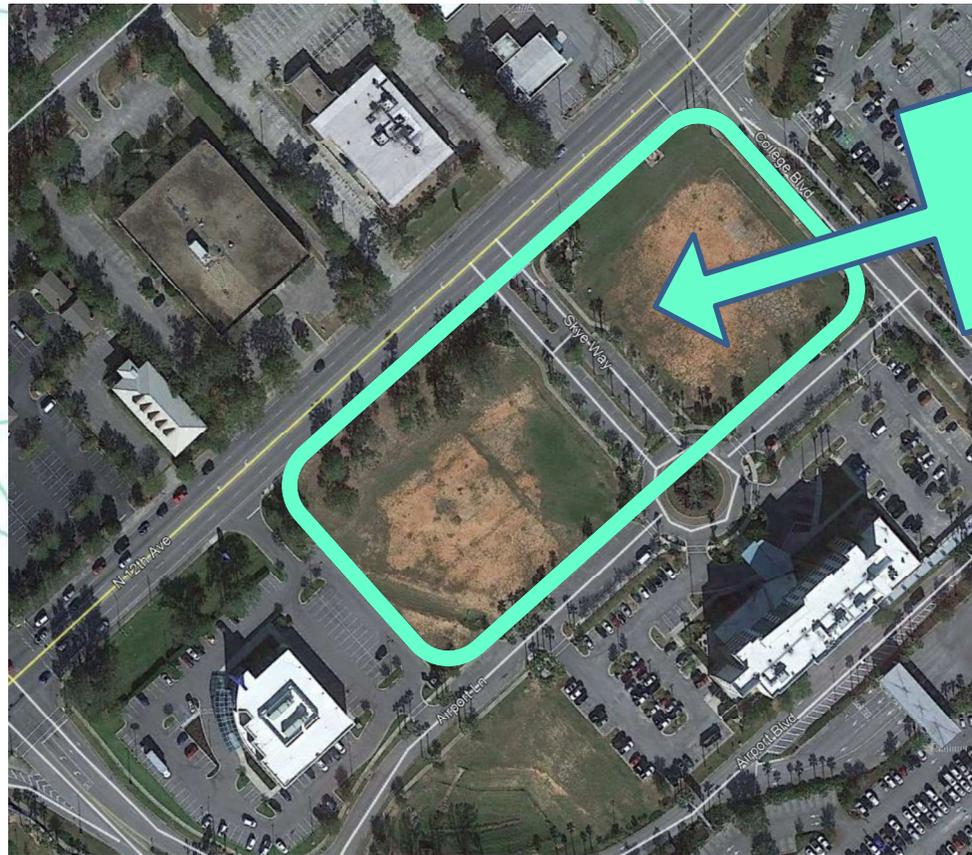
TABULATION OF BIDS

BID NO: 21-035

TITLE: PENSACOLA INTERNATIONAL AIRPORT PARKING ECONOMY LOT #3 EXPANSION

SUBMITTALS DUE: July 23, 2021, 2:30 P.M. DEPARTMENT: Pensacola International Airport/Engineering	CHAVERS CONSTRUCTION, INC. Cantonment, FL	J. MILLER CONSTRUCTION, INC. Pensacola, FL	C. W. ROBERTS CONTRACTING, INC. Pensacola, FL
Base Bid	\$1,865,738.30	\$1,949,234.52	\$2,053,088.00
M/WBE Participation	32%	40.3%	31.6%
Pre-Bid Attendance	No	Yes	No

Pensacola International Airport Economy Lot 3 Parking Lot Project



Proposed Project
Location

Submittals Due: 07/23/21

Bid No.: 21-035

FINAL VENDOR REFERENCE LIST
PENSACOLA INTERNATIONAL AIRPORT ECONOMY PARKING LOT #3 EXPANSION
PENSACOLA INTERNATIONAL AIRPORT/ENGINEERING

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
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
051492	BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
078639	C W ROBERTS CONTRACTING INC	3372 CAPITAL CIR NE	TALLAHASSEE	FL	32308	
042045	CHIVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	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'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
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	

Submittals Due: 07/23/21

Bid No.: 21-035

**FINAL VENDOR REFERENCE LIST
PENSACOLA INTERNATIONAL AIRPORT ECONOMY PARKING LOT #3 EXPANSION
PENSACOLA INTERNATIONAL AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	SMWBE
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	
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
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	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
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	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
045430	THE WALSH GROUP	929 W ADAMS	CHICAGO	IL	60607	
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
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: 59



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00763

City Council

9/23/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT TO HYDRA ENGINEERING & CONSTRUCTION, LLC FOR INVITATION TO BID (ITB) #21-032 SANDERS BEACH HURRICANE SALLY RESTORATION

RECOMMENDATION:

That City Council award a contract to Hydra Engineering & Construction, LLC for ITB 21-032 Sanders Beach Hurricane Sally Restoration for \$463,392.19 plus a 20% contingency of \$92,678.44 for a total amount of \$556,070.63. Further, that City Council authorize the Mayor to take all actions necessary to execute all contracts, related documents and to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On July 9, 2021, the City issued an invitation to bid on the Sanders Beach Hurricane Sally Restoration project. The bid of \$463,392.19 includes repairs to Hurricane Sally damage at Sanders Beach, including piers, boardwalks, sidewalks, fencing, lighting, irrigation, and sod.

The current Project Worksheet (PW) filed with FEMA was for a total amount of \$534,218.11 with 75% provided by the Federal Emergency Management Agency (FEMA), 12.5% provided by the Florida Division of Emergency Management (FDEM) and the remaining 12.5% from the City of Pensacola. However, the bids came in higher than the original PW amount. Therefore, since this is a large project, FEMA should approve the additional costs, provided the scope of the work done is the same as what was specified in the PW. It has been discovered, however, that the bid document as well as the bid submittals did contain one element that was not approved in the PW obligated by FEMA. That item is replacing sod which is needed to prevent further erosion.

It is not known at this time whether or not FEMA will allow any funding for this project with the bid document and submittals including this item, regardless of what is or isn't done on this contract. Therefore, once the City requests a closeout of this particular PW, FEMA may come back and either deny partial funding for this element or they may deny total funding of this project and de-obligate the PW in its entirety. If that occurs, additional funding will need to be found from a different source.

PRIOR ACTION:

December 10, 2020 - City Council adopted Supplemental Budget Resolution No. 2020-59 that assigned \$1.8 million in the General Fund for the City's 12.5% portion of Hurricane Sally expenses.

FUNDING:

Budget: \$ 400,663.58 Federal FEMA 75% Funding - Natural Disaster Fund
47,675.64 Additional FEMA 75% Funding To Be Requested
66,777.26 State of Florida 12.5% Funding - Natural Disaster Fund
7,945.94 Additional State of Florida 12.5% To Be Requested
74,723.21 City of Pensacola 12.5% Funding
\$ 597,785.63

Actual: \$ 463,392.19 Contract Amount
92,678.44 20% Contingency
41,715.00 Architectural and Engineering Costs
\$ 597,785.63 Total Estimated Cost of Project

FINANCIAL IMPACT:

FEMA has obligated a PW in the amount of \$534,218.11 with 75% provided by the Federal Emergency Management Agency (FEMA), 12.5% provided by the Florida Division of Emergency Management (FDEM) and the remaining 12.5% from the City of Pensacola. When the City requests FEMA to close out this PW, if the additional amount is obligated by FEMA, then 75% of the additional amount of \$63,567.52 will be reimbursed from FEMA, 12.5% from FDEM and 12.5% from the City of Pensacola. The City of Pensacola's portion of 12.5% will be \$66,777.27 and will come from the \$1.8 million designated in the General Fund for the City's share of Hurricane Sally expenses.

Should FEMA determine that, based on the difference in the bid specifications and bid submittals, they will de-obligate the entire project, then additional funding will need to be identified and a supplemental budget resolution will be brought before City Council for consideration.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

Click here to enter a date.

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) Tabulation Sheet
- 2) Final Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 21-032

TITLE: SANDERS BEACH HURRICANE SALLY RESTORATION

SUBMITTALS DUE: August 9, 2021, 2:30 P.M. DEPARTMENT: Parks & Recreation	HYDRA ENG. & CONSTRUCTION, LLC Crawfordville, FL	HEWES & COMPANY, LLC Pensacola, FL	J. MILLER CONSTRUCTION, INC. Pensacola, FL	HARRIS-INMAN CONSTRUCTION CO., INC. Gulf Breeze, FL
Base Bid	\$463,392.19	\$610,000.00	\$648,213.68	\$972,000.00

Submittal Due Date: 08/09/21

Bid No.: 21-032

**FINAL VENDOR REFERENCE LIST
SANDERS BEACH HURRICANE SALLY RESTORATION
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
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	
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
042045	CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	Y
044571	CHRISTOPHER'S MARINE CONTRACTI	1774 SUNNY OAK STREET	GULF BREEZE	FL	32563	
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	
024722	COASTAL REEF BUILDERS INC	40 AUDUSSON AVENUE	PENSACOLA	FL	32507	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	
030632	DEEP & WIDE DREDGING INC	PO BOX 5458	NAVARRE	FL	32566	
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
024204	FABRE ENGINEERING INC DBA FABRE ENGINEERING & SURVEYING	119 GREGORY SQUARE	PENSACOLA	FL	32502	Y
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
081690	GULF MARINE CONSTRUCTION, INC	1232 N PACE BLVD	PENSACOLA	FL	32505	
016100	H G HARDERS & SON INC	5521 EAST HIGHWAY 98	PANAMA CITY	FL	32404	
080650	HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
052866	HEWES & COMPANY LLC	251 AMBER STREET	PENSACOLA	FL	32503	Y
081896	HYDRA ENGINEERING & CONSTRUCTION LLC	36 JASPER THOMAS RD	CRAWFORDVILLE	FL	32327	
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	
002026	JACK MOORE & CO INC	P O BOX 37010	PENSACOLA	FL	32526	
053161	JONBUILT INC	PO BOX 5482	NAVARRE BEACH	FL	32566	
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
081897	LIVEFLYER INC	647 MILL ROAD	CARRABELLE	FL	32322	
039164	LOFTIS MARINE DIVISION INC	7150 CLEARWOOD ROAD	PENSACOLA	FL	32526	Y
069799	MAVERICK DEMOLITION OF NW FLORIDA INC	2355 SUMMIT BLVD	PENSACOLA	FL	32503	
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	FL	32549	
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	
003956	PENSA CONCRETE CONSTR CO INC	P O BOX 2787	PENSACOLA	FL	32513	Y
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	

Submittal Due Date: 08/09/21

Bid No.: 21-032

FINAL VENDOR REFERENCE LIST
SANDERS BEACH HURRICANE SALLY RESTORATION
PARKS & RECREATION

Vendor	Name	Address	City	St	Zip Code	SMWBE
067916	PENSACOLA MARINE CONSTRUCTION INC	2207 LIBERTY LOOP ROAD	CANTONMENT	FL	32533	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
057937	ROPER & ROPER GEN CNTRCTRS LLC	5042 SKYLARK COURT	PENSACOLA	FL	32505	
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	
024992	SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
033913	UNITY ENTERPRISES INC	506 W BELMONT STREET	PENSACOLA	FL	32501	
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

Vendors: 52



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00764

City Council

9/23/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

APPOINTMENT - EASTSIDE REDEVELOPMENT BOARD

RECOMMENDATION:

That City Council appoint one homeowner within the Eastside Redevelopment Neighborhood TIF District area to fill an unexpired term ending April 30, 2022.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Eastside Redevelopment Board was established pursuant to the requirements of Florida Statute 163.2517(2)(a)(b) regarding a neighborhood participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment area.

The following has been nominated:

<u>Nominee</u>	<u>Nominated by</u>
Zachary Lane	Moore

PRIOR ACTION:

City Council makes appointments to this board every three years.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Nomination Form - Zachary Lane
- 3) Application of Interest - Zachary Lane
- 4) Ballot

PRESENTATION: No

Eastside Redevelopment Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
			0	2021				
Hill, Ann	Council Member	Council	0	2021	11/30/2020	5/16/2019		
Hunt, Jasmine	Homeowner	Council	0	2021	4/30/2022	5/16/2019	3	
Rhoden, Jeannie	Homeowner	Council	2	2021	4/30/2022	4/25/2013	3	
Young, III (Rev.), Fred D.	Business Owner	Council	0	2021	4/30/2022	4/12/2018	3	

Term Length: Three (3) years

The Eastside Redevelopment Board was established pursuant to the requirements of Florida Statute 163.2517 (2)(a)(b) regarding a neighborhood participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment areas. The Eastside Redevelopment Board shall consist of five (5) members: Two (2) homeowners and one (1) owner of a business located within the Eastside Neighborhood TIF District area appointed by the City Council; a representative of the Eastside Neighborhood Improvement Association designated by the association; and one (1) member of City Council. No member shall be a paid employee of the City. (Ord. #09-13 adopted 3/14/13)

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jared Moore, do nominate Zac Lane
(Nominee)

420 E Brainerd (850)712-0133
(Home Address) (Phone)

(Business Address) (Phone)

(Email Address) City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:
HOMEOWNER
WITHIN EASTSIDE NEIGHBORHOOD TIF DISTRICT
EASTSIDE REDEVELOPMENT BOARD
(Three year term expiring 4/30/2022)

Provide a brief description of nominee's qualifications:
Zac is an engaged, young professional with demonstrated history of advocating for
our community.

Jared Moore
City Council Member

I hereby certify that the above nomination was submitted to my office within the time limitations prescribed by the Rules and Procedures of Council.



Ericka L. Burnett, City Clerk

From: noreply@civicplus.com
Sent: Thursday, September 2, 2021 11:47 AM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)

Personal Information

Name	Zachary Lane
Home Address	420 E Brainerd St Pensacola, FL 32503
Business Address	<i>Field not completed.</i>
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850-712-0133
Email Address	zaclane007@gmail.com
Upload Resume (optional)	<i>Field not completed.</i>

(Section Break)

Details

Are you a City resident?	Yes
--------------------------	-----

If yes, which district?	6
If yes, how long have you been a City resident?	Since 2007
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Eastside CRA board
Please list the reasons for your interest in this position:	I live and own property in the Eastside Neighborhood. I believe a strong local community is extremely important.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

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

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms	I accept these terms.
--------------------------	-----------------------

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

Ballot – Eastside Redevelopment Board

September 23, 2021

Unexpired term, ending April 30, 2022

Homeowner

_____ Zachary Lane

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00765

City Council

9/23/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

APPOINTMENTS - ARCHITECTURAL REVIEW BOARD

RECOMMENDATION:

That City Council appoint a Planning Board Member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District and a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District, for a term of two (2) years, expiring September 30, 2023.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Architectural Review Board approves or disapproves plan for buildings to be erected, renovated, or razed which are located, or to be located within the historic districts, preservation district and governmental center district.

The following are incumbents that wish to be considered for reappointment:

Nominee

Nominated by

Planning Board Member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District

Lou Mitchell Courtney Incumbent

Resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District

George R. Mead, II Incumbent

PRIOR ACTION:

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

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Application of Interest - Lou Mitchell Courtney
- 3) Application of Interest - George R. Mead, II
- 4) Ballot

PRESENTATION: No

Architectural Review Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
,			0	2021			0	
Courtney, Lou M.	Resident-Old East Hill	Council	0	2021	9/30/2021	8/12/2021	2	
Fogarty, Anna	Design/Rep UWFHT	Council	1	2021	9/30/2022	9/13/2018	2	
Mead, II, George R.	Resident-North Hill	Council	3	2021	9/30/2021	9/26/2013	2	
Ramos, Yuri L.	Architect	Council	0	2021	9/30/2022	9/10/2020	2	
Salter, Derek	Arch. Rep.UWFHT	Council	1	2021	9/30/2022	9/13/2018	2	
Spencer, Brian	Business Owner-PHBD	Council	0	2021	9/30/2021	9/10/2020	2	
Yee, Jordan M.	Architect	Council	0	2021	9/30/2022	9/10/2020	2	

Term Length: TWO YEAR TERMS

The Architectural Review Board approves or disapproves plans for buildings to be erected, renovated, or razed which are located, or to be located within the historic districts, preservation districts and Governmental Center District.

The Architectural Review Board is composed of seven (7) members appointed by City Council: two (2) nominated by the University of West Florida Historic Trust, each of whom shall be a resident of the City of Pensacola; one (1) member from the City Planning Board or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; two (2) registered architects, each of whom shall be a resident of the City of Pensacola; one (1) member who is a resident of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; and one (1) member who is a property or business owner in the Palafox Historic Business District or the Governmental Center District.

Ericka Burnett

From: noreply@civicplus.com
Sent: Sunday, July 11, 2021 3:38 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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(Section Break)

Personal Information

Name Lou Mitchell Courtney

Home Address 523 8th avenue North

Business Address *Field not completed.*

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

Preferred Contact Phone Number(s) 8504901162

Email Address loumitchell@loumitchell.com

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 3

If yes, how long have you been a City resident? 27 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Architectural Review Board

Please list the reasons for your interest in this position: I have lived in Old East Hill for 24 years and am interested in preserving Pensacola's historic structures while at the same time understanding the need to make properties 'livable' for modern life. I have been active on our architectural review committee for around 5 years and have served on the Old East Hill board for around 5 years. I am an artist with a BFA in design. My husband and I have restored our house, piece by piece, so I have a feeling not only for good design but also the basics of what it takes to change or save something, architecturally.

Do you currently serve on a board? No

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

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender	Female
Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

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

From: noreply@civicplus.com
Sent: Monday, August 16, 2021 6:13 PM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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(Section Break)

Personal Information

Name	George R. Mead, II
Home Address	1009 N Reus St Pensacola, FL 32501
Business Address	350 W Cedar St, Suite 100 Pensacola, FL 32502
To which address do you prefer we send correspondence regarding this application?	Business
Preferred Contact Phone Number(s)	8504343541
Email Address	emead@mhw-law.com
Upload Resume (optional)	<i>Field not completed.</i>

(Section Break)

Details

Are you a City resident?	Yes
--------------------------	-----

If yes, which district?	6
If yes, how long have you been a City resident?	All my life, except military service
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Architectural Review Board
Please list the reasons for your interest in this position:	I have a background in law, building, historical restoration and architectural history
Do you currently serve on a board?	Yes
If yes, which board(s)?	Architectural Review Board
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

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

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms	I accept these terms.
--------------------------	-----------------------

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

Ballot – Architectural Review Board

September 23, 2021

Two (2) year term expiring September 30, 2023

Planning Board Member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District

_____ Lou Mitchell Courtney

Vote for One

Resident Property Owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District

_____ George R. Mead, II

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-73

City Council

9/23/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Ann Hill

SUBJECT:

RESOLUTION NO. 2021-73 - PROVIDING FOR A MORATORIUM ON THE EVICTION OF HOMELESS INDIVIDUALS WITHIN THE CITY OF PENSACOLA

RECOMMENDATION:

That City Council adopt Resolution No. 2021-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA DECLARING A MORATORIUM ON THE EVICTION OF HOMELESS INDIVIDUALS ENCAMPED UNDER THE I-110 OVERPASS AND WITHIN THE HOLLICE T. WILLIAMS PARK IN THE CITY OF PENSACOLA; PROVIDING FOR AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

The area within Hollice T. Williams Park located under the I-110 overpass has become a homeless encampment. On February 11, 2021, City Council passed Resolution No. 2021-09, on April 22, 2021 City Council passed Resolution No. 2021-22, and on July 15, 2021 City Council passed Resolution No. 2021-48 desiring the placement of a moratorium on the eviction of homeless individuals within the park.

The Centers for Disease Control and Prevention recommends against relocation of homeless encampments due to the spread of COVID-19. With the subsequent expiration of the most recent 90-day moratorium approaching, set to expire on or about October 13, 2021, it is necessary to place an additional 90-day moratorium on the eviction of homeless individuals until such time as they are permanently or temporarily provided with shelter and housing adequate to protect them and the citizens of the City of Pensacola from the spread of COVID-19, especially during this time of rising numbers of hospitalizations which seem to be COVID related.

PRIOR ACTION:

July 15, 2021 - City Council adopted Resolution No. 2021-48 placing a moratorium on the eviction of homeless individuals located within Hollice T. Williams Park

April 22, 2021 - City Council adopted Resolution No. 2021-22 placing a moratorium on the eviction of homeless individuals located within Hollice T. Williams Park

February 11, 2021 - City Council adopted Resolution No. 2021-09 placing a moratorium on the eviction of homeless individuals located within Hollice T. Williams Park.

The City provided notice of plans to temporarily close Hollice T. Williams Park by early March 2021 in order to conduct a thorough cleanup.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Resolution No. 2021-73

PRESENTATION: No

RESOLUTION
NO. 2021-73

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA DECLARING A MORATORIUM ON THE EVICTION OF HOMELESS INDIVIDUALS ENCAMPED UNDER THE I-110 OVERPASS AND WITHIN THE HOLLICE T. WILLIAMS PARK IN THE CITY OF PENSACOLA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 11, 2021, city council passed Resolution No. 2021-09 declaring a moratorium on the eviction of homeless individuals encamped under the I-110 overpass and within Hollice T. Williams Park; and

WHEREAS, on April 22, 2021, City Council passed Resolution No. 2021-22 declaring a moratorium on the eviction of homeless individuals encamped under the I-110 overpass and within Hollice T. Williams Park; and

WHEREAS, on July 15, 2021, City Council passed Resolution No. 2021-48 declaring a moratorium on the eviction of homeless individuals encamped under the I-110 overpass and within Hollice T. Williams Park; and

WHEREAS, there are currently homeless individuals, whose numbers fluctuate but are increasing, encamped under the I-110 Bridge along Hayne Street and within Hollice T. Williams Park; and

WHEREAS, the number of hospitalizations related to COVID-19 have seen a marked rise recently; and

WHEREAS, the Centers for Disease Control and Prevention guidelines recommend against removal of homeless camps due to COVID-19, directing that it is not in the interest of the public to evict, displace, or relocate homeless individuals who have no other shelter or suitable place to go; and

WHEREAS, the City Council finds it necessary to declare a moratorium against the eviction of the homeless individuals from the I-110 encampment for the welfare, health, and safety of the citizens of Pensacola; and

WHEREAS, this prohibition does not apply to any individual engaged in any criminal activity or conduct that poses a threat of harm to themselves or others.

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

Section 1. The above-stated recitals are true and correct and incorporated herein by this reference.

Section 2. Due to COVID-19 and in accordance with Centers for Disease Control and Prevention guidelines, there is a recommendation against the removal of homeless camps, as it is not in the interest of the public to evict, displace, or relocate homeless individuals who have no other shelter or suitable place to go.

Therefore, a moratorium of 90 days is enacted to prohibit such evictions.

Section 3. In order to ensure sanitary conditions for those homeless individuals encamped under the I-110 overpass and within Hollice T. Williams Park, any cleanup efforts should occur without a total disruption of the encampment.

Section 4. That no abandoned or disabled vehicles parked within this location be cited for removal during this 90-day moratorium.

Section 5. The City Council hereby authorizes the Mayor to take all actions necessary to effectuate the provisions of this resolution.

Section 6. 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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00795

City Council

9/23/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

LEASE RENEWAL - SUBMERGED LAND ADJACENT TO FORMER SCUBA SHACK PROPERTY

RECOMMENDATION:

That City Council approve the Amendment to Lease Agreement for the lease of submerged real property (portion of Parcel Ref. No. 000S009100001034) located in inland waterway Baylen Slip adjacent to 711 South Palafox Street (former Scuba Shack property) with JME of NWF, LLC through April 30, 2047.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The 50-ft wide submerged parcel adjacent to the former Scuba Shack parcel has been leased since May 1, 1997 per Council action. Under the terms of the lease, the owners of the Scuba Shack were able to transfer the lease upon sale to the new owners, JME of NWF, LLC in April of this year. The initial lease expires in April 2022, and the new owner is seeking to secure this renewal immediately, with demolition of the current building and construction of new multi-level residential units pending.

The "right of first refusal" clause in the lease required the publication of a notice of intention for the parcel's disposition, per the subject parcel's location in a designated community development area (CRA) and this notice was approved by Council in May. With no redevelopment submittals received during the 60-day posting period, this lease renewal can now be actualized. The 25-year renewal has been negotiated and amended to reflect the change in ownership, clarify liability language, and increase the initial lease amount to \$1,200 annually, with CPI adjustments every 5 years per the State's submerged land lease policy.

PRIOR ACTION:

February 27, 1997 - City Council authorized the negotiation of a lease with Scuba Shack Inc.

May 27, 2021 - City Council approved the publication of the notice of intention to dispose of the submerged real property

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

[Click here to enter a date.](#)

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Scuba Shack Lease Renewal - draft
- 2) Depiction of Lease Parcel
- 3) Sunbiz Info - JME of NWF, LLC
- 4) Scuba Shack Lease - 1997
- 5) Council Action - Disposition Legal Notice for Submerged Land Adj to Scuba Shack - 05-27-2021

PRESENTATION: No

AMENDMENT TO LEASE AGREEMENT

This AMENDMENT TO LEASE AGREEMENT (“Amendment”) is made and entered into this ____ day of _____, 2021, by and between THE CITY OF PENSACOLA, Florida, a municipal corporation of Florida, hereinafter called the "City" or “Lessor” and JME of NWF, LLC., a Florida limited liability corporation, hereinafter referred to as "JME" or “Lessee,” whose address is 711 South Palafox Street, Pensacola, Florida 32501.

RECITALS

WHEREAS City and Scuba Shack, Inc., JME’s predecessor-in-ownership of 711 South Palafox Street, entered into a Lease Agreement on or about May 1, 1997, for submerged real property situated in Pensacola, Escambia County, Florida, which is more particularly described in that Lease Agreement attached hereto as Exhibit “A”; and

WHEREAS, the Lease Agreement is for a twenty-five (25) year term ending on or about May 1, 2022;

WHEREAS, the Lease Agreement contemplates that the parties may extend the Lease Agreement beyond the twenty-five (25) year term;

WHEREAS, Scuba Shack, Inc. gave written notice to the City on March 15, 2021, of its desire to extend the term of the Lease Agreement for an additional twenty-five (25) year term on the same terms and conditions as set forth in the Lease Agreement, except for an increase in the annual lease fee; and

WHEREAS, the parties desire to formally amend the Lease Agreement to provide for an extension of the lease term and an increase in the annual lease fees;

The parties do hereby amend the Lease Agreement as follows:

AGREEMENT

1. The above recitals are incorporated here by reference.
2. The entire Lease Agreement is amended to replace “Scuba Shack, Inc.” with “JME of NWF, LLC” and “Scuba Shack” with “JME”.
3. The term of the lease as set forth in section two (2) of the Lease Agreement is extended twenty five (25) years from May 1, 2022, and shall expire on May 1, 2047 (“extended lease term”).

4. Section four (4) of the Lease Agreement is amended to read as follows:

JME shall pay to the City, as rent for the Leased Premises, the annual sum of twelve hundred dollars (\$1,200.00) in advance for the first five years of the extended lease term, the first such annual payment of \$1,200.00 being due and payable upon the date of this Amendment. A fair market rent shall be renegotiated every five years prior to the anniversary date of this lease agreement based upon the submerged lands lease policy currently in effect with the Bureau of State Land Management of the Department of Natural Resources for State submerged land leases, or its successor. If the parties fail to negotiate a fair market rent six months prior to such anniversary date, then the rent for the succeeding five-year period shall be determined by the average of the fair market rent recommended by the reports of two independent appraisers, one selected by the City and one selected by JME. If the appraisal reports are not completed prior to the anniversary dates so that such average and fair market rent cannot be determined, then JME shall pay the same annual rent as it paid during the previous five-year period until such time as the fair market rent can be determined, at which time the rent shall be adjusted as of the date of commencement of the five-year period with appropriate refund or additional payment being due. Failure to pay the annual rent when due is considered a material breach of this Lease Agreement.

5. Section seven (7) of the Lease Agreement is amended to add the additional language as follows:

ENVIRONMENTAL COMPLIANCE: (a) Lessee shall comply with, and shall cause all sublessees and other persons and entities occupying the Leased Premises or any portion thereof to comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, rules and regulations and permits relating to environmental matters, stormwater management, and pollution control applicable to or governing the Leased Premises, the Improvements, the construction, alteration or demolition of the Improvements, or the occupancy, use or operation of the Leased Premises or Improvements by any person or entity. Lessee shall furnish to the Lessor at the time same are filed, received, submitted or tendered, a copy of every permit application, permit, notice, order or other document sent to or received from any regulatory agency responsible for environmental matters, stormwater management, or pollution control. Lessee shall not suffer, allow, cause, condone, license, permit or sanction any activities, conduct, acts, omissions, or operations that enable or result in any pollutants, contaminants, hazardous materials or substances or other waste to be accumulated, deposited, placed, released, spilled, stored or used upon or under an portion of the Leased Premises or Improvements, or any groundwater or any body of water on, touching upon, or adjacent to the Leased Premises, contrary to or in violation of an of said laws, statutes, ordinances, codes, administrative orders, rules, regulations or permits. In the event Lessee violates this prohibition, Lessee shall be solely responsible for any and all reporting, cleanup, remediation, damages, fines, and penalties arising therefrom or in connections therewith. (b) Lessee shall fully and promptly pay, perform, discharge, indemnify and hold harmless Lessor and its elected and appointed officials, officers, members, employees, volunteers, representatives and agents from and against any and all claims, orders, demands, causes of action, proceedings, judgements,

suites, fines, penalties, liabilities, damages, losses, remediation costs, response costs, and all other costs and expenses (including without limitation reasonable attorneys' fees, consultant fees, court costs, and expenses paid to third parties) arising out of, as a result of, or in connection with (i) Lessee's failure to observe, perform, satisfy, or comply with an obligation of Lessee under this Section; or (ii) any hazardous substance, contamination, or pollution discharged, released, deposited, dumped, spilled, leached, leaked, or placed into, on under, or from, the Leased Premises, or any portion thereof, or any groundwater, or any body of water on, touching upon, or adjacent to the Leased Premises, by Lessee or any sublessee or other person or entity occupying the Leased Premises or any portion thereof, at any time from the date of the Lease Agreement, until Lessee and all persons and entities occupying the Leased Premises or any portion thereof, by, through or under Lessee have fully vacated the Leased Premises. (c) Notwithstanding the foregoing, Lessee does not indemnify Lessor for claims related to environmental conditions existing on or under the Leased Premises prior to the date of the Lease Agreement, except and only to the extent that such conditions are made worse by the negligent or unreasonable acts or omissions of Lessee, its contractors, employees, agents, or representatives, or any sublessee or other person or entity occupying the Leased Premises, or any portion thereof, by, through or under Lessee.

6. Section thirteen (13) of the Lease Agreement is amended to add the additional language as follows:

JME agrees to notify the City, in writing, of any pending change in ownership at least 30 days prior to the actual transfer of title and/or use of their easterly real property adjacent to the Leased Premises.

7. Section fifteen (15) of the original lease is amended to state as follows:

All notices and invoices to the Lessee shall be sent to JME of NWF, LLC, at 711 South Palafox Street, Pensacola, Florida 32501.

8. Except as amended herein, the terms of the Lease Agreement shall remain in full force and effect throughout the extended lease term.

[signatures on next page]

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

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:

Approved as to content:

Heather Lindsay, Assistant City Attorney

Deana Stallworth, Property Lease Manager

JME of NWF, LLC
A Florida Limited Liability Corporation, Lessee

Attest:

By: _____
James E. English, Manager

Secretary/Authorized Representative

Witnesses:

Signature

Print

Signature

Print

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by James E. English of JME of NWF, LLC, a Florida limited liability 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.

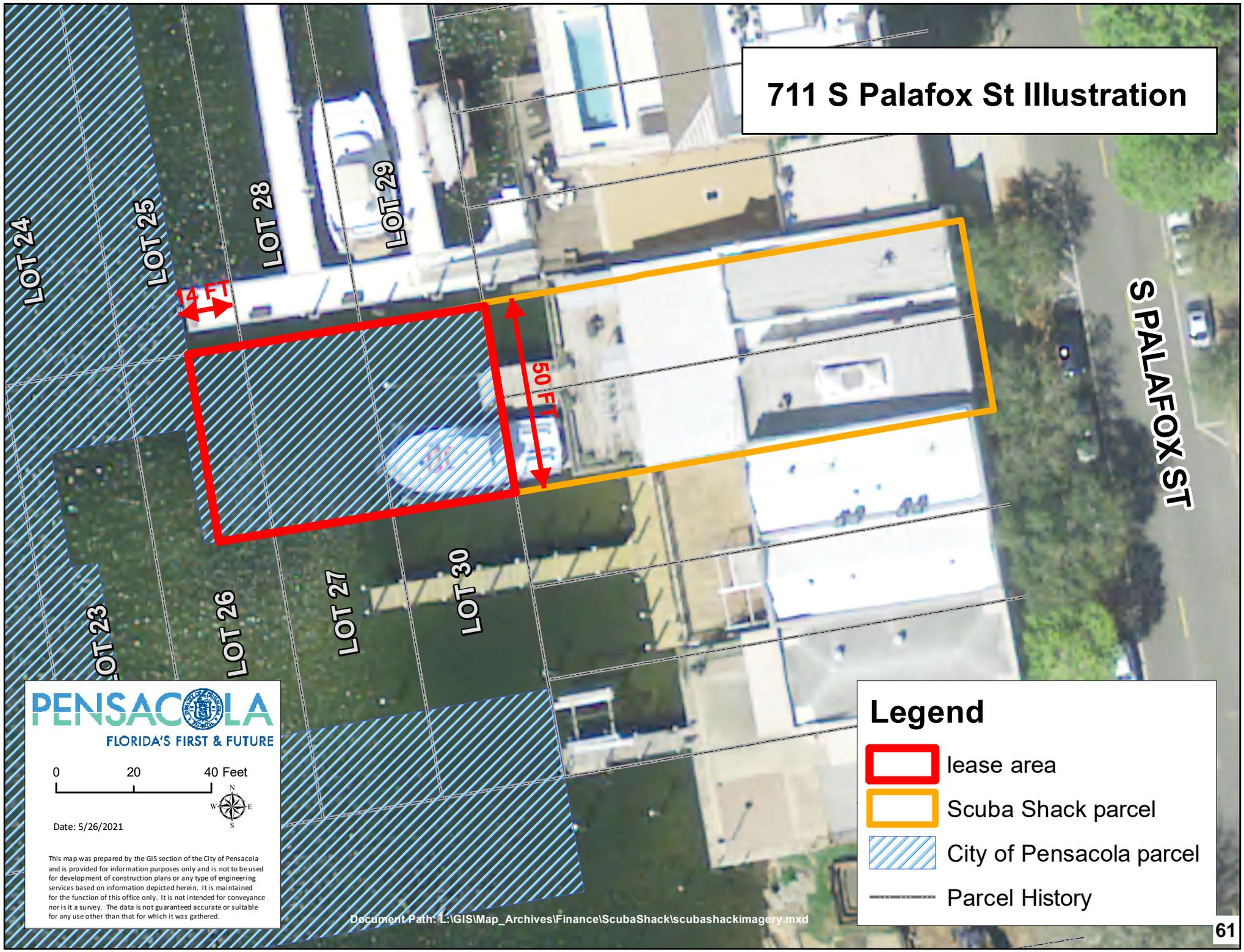
NOTARY PUBLIC

Name

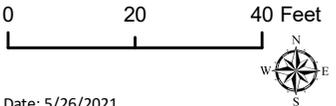
[Type or print Name]
My Commission Expires:

711 S Palafox St Illustration

S PALAFOX ST



PENSACOLA
FLORIDA'S FIRST & FUTURE



Date: 5/26/2021

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.

Document Path: L:\GIS\Map_Archives\Finance\ScubaShack\scubashackimagery.mxd

Legend

-  lease area
-  Scuba Shack parcel
-  City of Pensacola parcel
-  Parcel History



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
JME OF NWF,LLC

Filing Information

Document Number	L20000335856
FEI/EIN Number	85-3869082
Date Filed	10/22/2020
Effective Date	10/20/2020
State	FL
Status	ACTIVE

Principal Address

101 S PAPAFOX ST
13570
PENSACOLA, FL 32591

Mailing Address

101 S PAPAFOX ST
13570
PENSACOLA, FL 32591

Registered Agent Name & Address

BOND, WILLIAM A
719 S. PALAFOX ST
PENSACOLA, FL 32591

Authorized Person(s) Detail

Name & Address

Title MGR

ENGLISH, JAMES E
101 S PALAFOX ST
PENSACOLA, FL 32591

Title MGR

ENGLISH, MICHELLE D
101 S PALAFOX ST
PENSACOLA, FL 32591

Annual Reports

Report Year	Filed Date
2021	04/06/2021

Document Images

[04/06/2021 -- ANNUAL REPORT](#)

View image in PDF format

[10/22/2020 -- Florida Limited Liability](#)

View image in PDF format

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 15th day of ~~APRIL~~^{May}, 1997, by and between THE CITY OF PENSACOLA, Florida, a municipal corporation of Florida, hereinafter called the "City," and SCUBA SHACK, INC., a Florida corporation, hereinafter referred to as "Scuba Shack," whose address is 711 South Palafox Street, Pensacola, Florida 32501.

FOR AND IN CONSIDERATION of the monies to be paid and the premises and other good and valuable considerations, the City and Scuba Shack agree as follows:

1. The City hereby leases to Scuba Shack and Scuba Shack hereby leases from the City a parcel of submerged real property situated in Pensacola, Escambia County, Florida, which is more particularly described as:

The East 14 feet of the North 50 feet of Lot 26 and the North 50 feet of Lots 27 and 30 of Block 35 of the Waterfront Tract as per the map of the City of Pensacola, Florida, copyrighted by Thomas C. Watson in 1906.

2. The term of this lease shall commence on the date first written above and shall run for a period of twenty-five (25) years. If Scuba Shack notifies the City in writing during the period commencing on the twenty-third anniversary of the date of this lease agreement and ending on the twenty-fourth anniversary date of this lease agreement, that Scuba Shack desires to release the Leased Premises for a period beyond the expiration of the twenty-five year term of this lease and if Scuba Shack submits with said notice a proposed lease agreement for such period, then the City shall not lease the Leased Premises to any other party without first considering Scuba Shack's proposal and rejecting it with written notice of such rejection.

3. At all times during the term of the lease all leasehold improvements on the Leased Premises shall be and remain the property of Scuba Shack. If Scuba Shack fails to remove such leasehold improvements prior to the termination of the lease, then the leasehold improvements shall become the property of the City. Provided, however, if the City gives Scuba Shack written demand, one hundred eighty days prior to the termination of this lease, that Scuba Shack remove the leasehold improvements, then Scuba Shack shall remove such improvements at its own expense prior to the termination of this lease, whereupon such improvements shall remain the property of Scuba Shack. If Scuba Shack, after receipt of such demand, fails or refuses to remove such leasehold improvements, then the City may, at its option, remove or cause such improvements to be removed, in which event Scuba Shack shall pay the City's expense for such removal without being entitled to any offset or credit for salvage value.



4. Scuba Shack shall pay to the City, as rent for the Leased Premises, the annual sum of four hundred dollars (\$400) in advance for the first five years of the lease term, the first such annual payment being due and payable upon the date of this lease agreement. A fair market rent shall be renegotiated every five years prior to the anniversary date of this lease agreement based upon the submerged lands lease policy currently in effect with the Bureau of State Land Management of the Department of Natural Resources for State submerged land leases, or its successor. If the parties fail to negotiate a fair market rent six months prior to such anniversary date, then the rent for the succeeding five year period shall be determined by the average of the fair market rent recommended by the reports of two independent appraisers, one selected by the City and one selected by Scuba Shack. If the appraisal reports are not completed prior to the anniversary dates so that such average and fair market rent cannot be determined, then Scuba Shack shall pay the same annual rent as it paid during the previous five year period until such time as the fair market rent can be determined, at which time the rent shall be adjusted as of the date of commencement of the five year period with appropriate refund or additional payment being due.

5. The Leased Premises shall be used solely for docking and related facilities, the design and specifications for construction of which must first be approved by the City Engineer. Scuba Shack shall not fill any part of the Leased Premises without the express consent of the City.

6. The Lessee may at its own expense remove any existing docking on the Leased Premises or the adjacent City submerged property and, after construct such docking and related facilities desired. The Lessee agrees that any construction, modification, alteration and removal of docking and related facilities on the Leased Premises will be done in accordance with local, state and federal laws. The Lessee agrees to submit to the City for its review and approval, plans for the construction, modification, alteration and removal of docking and related facilities on the leased premises during the term of this lease. The Lessee agrees that it will make every effort to incorporate dock design standards compatible with the Baylen Slip Marina and future City marinas.

7. Scuba Shack shall indemnify and save harmless the City against and from any and all claims for property damage or bodily injury including death, by or on behalf of any person or persons, partnerships, corporations, or other entities arising from Scuba Shack's conduct of or management about the Leased Premises, or from any occurrence in or about the Leased Premises, and will further indemnify and save the City harmless against and from any and all claims arising from any breach or default on the part of Scuba Shack in the performance of any covenant or agreement on the part of Scuba Shack to be performed pursuant to the terms of this lease agreement, or arising from any act or negligence of Scuba Shack, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expense and liabilities incurred incident to any such claim or action thereon; and in case any action or proceeding be

brought against the City by reason of any such claim Scuba Shack, upon notice from the City, shall resist or defend at Scuba Shack's expense, such action or proceeding by counsel reasonably satisfactory to the City.

8. Scuba Shack shall maintain insurance and provide the City with certificates of insurance in accordance with Exhibit "A" during the life of this lease agreement. Scuba Shack will not commence construction activities on the Leased Premises until the certificates of insurance have been approved by the City's Department of Risk Management. The City shall have the right to make reasonable increases to the minimum required limits of liability on Exhibit "A" during the term of this lease agreement or any renewal or extension hereof. Scuba Shack shall be responsible for all deductibles under its insurance policies.

Scuba Shack shall provide the City with Certificates of Insurance listing the City as an Additional Insured from all Contractors performing construction, modification, alteration, or removal of docking and from all Contractors performing dredging services on and about the Leased Premises during the term of this lease.

9. It shall be Scuba Shack's responsibility to provide maintenance dredging on and about the Leased Premises as deemed necessary for the operation of the marina and docking facility. The Lessee shall dredge only to depths permitted by the Florida Department of Environmental Regulation and the U.S. Army Corps of Engineers. It shall be the City's responsibility to provide maintenance dredging of the Baylen Slip basin to the boundaries of the Leased Premises in accordance with maintenance schedules of the Port of Pensacola, or as otherwise necessary to maintain navigable access to the Leased Premises. The City's responsibility to maintain navigable access to the leased boundaries shall be governed by permits issued for such work. The City will not object, and shall assist, if necessary, Scuba Shack in securing a separate contract with the City's maintenance dredge contractor at such times as the opportunity provides. However, in no way shall any assistance be construed to be a monetary obligation on the part of the City.

10. The City shall retain all rights in adjacent waters, which shall include the right to construct additional piers, docks, boat slips and the like.

11. Scuba Shack, its transferees, grantees, successors and assigns, shall irrevocably release the City, its contractors, employees, agents and servants, from any and all claims for damages of whatever nature resulting from any dredging by the City, including the incidental depositing of dredged materials resulting from dredging, bulkheading, and/or riprapping, and other incidental damage resulting from any dredging operations and the like which might occur. The parties, their successors and assigns, shall cooperate with each other in connection with the securing of periodic dredging of Baylen Slip, and in this connection, agree to execute such applications, releases and other documents necessary or incidental to the approval of the U.S. Army Corps of Engineers,

or other public agency, to undertake and execute such dredging as shall be requested by either party. The parties, on behalf of themselves and their successors and assigns, further release each other from any and all claims for damage occasioned or arising from any disturbance of the submerged water bottom which results as a natural consequence, from normal periodic maintenance, bulkheading, riprapping of dredging by either party, either in the maintenance and repair of any marina of the use, maintenance and employment of the rights of the marina waterways.

12. In the event that Scuba Shack desires to construct a new bulkhead waterward of the existing bulkhead on the City's property, they shall submit plans for such bulkhead for the City's review and approval. Both parties agree that in the event a new bulkhead constructed on any part of the Leased Premises or if a bulkhead is constructed on adjacent property owned by Scuba Shack and such construction is in any part funded by the City, that Scuba Shack shall provide a walkway and provide public access along any walkway constructed as part of the bulkhead construction and an easement will be recorded recognizing the public's right to utilize the public walkway.

13. Scuba Shack may not, without the City's prior written consent, assign its interest in this lease agreement to any person or entity other than its successor as owner of the parcel of real property lying immediately easterly of the Leased Premises.

14. This lease agreement may be terminated by either party at any time by giving written notice of its intention to terminate the lease agreement six (6) months prior to said termination.

15. All notices sent to Scuba Shack pursuant to this lease agreement shall be sent to Scuba Shack, Inc., 711 South Palafox Street, Pensacola, Florida 32501. All notices sent to the City pursuant to this lease agreement shall be sent to the Office of the City Manager, City of Pensacola, 180 Governmental Center, Pensacola, Florida 32501.

IN WITNESS WHEREOF, the parties hereto, or their agents duly authorized, have hereunto set their hands and affixed their seals on the day and year first above written.

CITY OF PENSACOLA, FLORIDA
a municipal corporation

By: *[Signature]*
City Manager

ATTEST:

[Signature]
City Clerk

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of May, 1997, by EDMOND R. HINKLE and SHIRLEY F. LAW, the City Manager and City Clerk, respectively, of the CITY OF PENSACOLA, a municipal corporation, for and on behalf of the City.

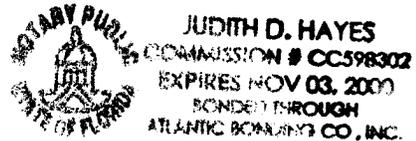
NOTARY PUBLIC

Signature: *[Signature]*
Printed: Judith D. Hayes

STATE OF FLORIDA AT LARGE
My Commission Expires:

"APPROVED AS TO CONTENT"

By: *[Signature]*
Assistant City Mgr.
Date: 4-29-97



APPROVED AS TO FORM AND EXECUTION
BY: *[Signature]*
City Attorney
Dated: 5/6/97

SCUBA SHACK, INC.

By: Eilene Beard
Eilene Beard, Co-Director

Gene Ferguson
Gene Ferguson, Co-Director

WITNESSES :

Greg Jorgensen
Ben Rush



STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of April, 1997, by EILENE BEARD and GENE FERGUSON, Co-Directors, SCUBA SHACK, INC., a corporation, on behalf of the corporation. He/she is personally known to me or has produced Driver's Licenses as identification.

NOTARY PUBLIC

Signature: Veronica Winters
Printed: VERONICA WINTERS



Veronica Winters
MY COMMISSION # CC506252 EXPIRES
October 26, 1999
BONDED THROUGH TROY FAIR INSURANCE, INC.

STATE OF FLORIDA AT LARGE
My Commission Expires:

ATTACHMENT "A"

MINIMUM INSURANCE REQUIREMENTS

1. Workers' Compensation - If legally required, Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. In addition, the policy must include:
 - a) Employers' Liability with a limit of not less than \$100,000 each person - accident, \$100,000 each person - disease, \$500,000 aggregate - disease.
 - b) Notice of Cancellation and/or Restriction - Insurance must be documented in a Certificate of Insurance which provides the City with thirty (30) days notice of cancellation or material change.
 - c) Coverage must be included for the U.S. Longshoremen and Harbor Workers Act on an "if any" basis.

2. Commercial General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability policy filed by the Insurance Services Office and must include:
 - a) Minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability.
 - b) Premises and Operations
 - c) Products and Completed Operations
 - d) Independent Contractors
 - e) Protection and Indemnity Insurance for liability arising out of the ownership and operation of vessels.
 - f) City of Pensacola listed as an additional insured and coverage documented in a Certificate of Insurance which provides the City with thirty (30) days notice of cancellation or adverse material change.

FINAL DOCUMENT REVIEW FORM
(blue)

USER AGENCY

Document: SCUBA SHACK, INC. & CITY LEASE AGREEMENT (2 Copies)

Project Contract Lease Other (Check One)

Name/Description: Lease Agreement for Submerged Property between
City of Pensacola and Scuba Shack, Inc. (Baylen Slip)

User Agency: Administration Contact Person: Al Coby

Date of Council Approval: 2/27/97 Sent to Contract Administration: 4/16/97

RECEIVED

CONTRACT ADMINISTRATION *25 yr 4/96 - 4/21 \$400 7a* Date Received: APR 16 1997

Pending (See comments below); _____ Send to User Agency: 1/1/1
(Signature)

Approved: *[Signature]* Send to Risk Management Agency 4/22/97
(Signature)

Comments: "APPROVED AS TO CONTENT"

RISK MANAGER

Date Received: 4/22/97

Pending (See comments below); _____ Send to User Agency: 1/1/1
(Signature)

Approved: *[Signature]* Send to City Manager 4/25/97
(Signature)

Comments: _____

RECEIVED
APR 22 1997

DEPARTMENT OF
RISK MANAGEMENT

CITY MANAGER'S OFFICE

Date Received: 4/29/97

Approved: [Signature]
(Deputy/Assistant Manager)

Pending (See comments below); _____ Send to User Agency: / /
(City Manager)

Document Executed; [Signature] Send to City Clerk: 5/1/97
(Signature)

Comments: _____

CITY CLERK 5/1/97

Send Original to City Attorney 5/1/97

Document Officially Recorded: _____
(Signature)

CITY ATTORNEY

Date Received: 5/1/97

Pending (See comments below); [Signature] Send To User Agency: / /
(Signature)

Approved as to Form; [Signature] Send Original to City Clerk 5/6/97
(Signature)

Comments: We need the corporate seal of the corporation. If it is not available, a
corporate officer may write the word "seal" & draw a circle around it.

CITY CLERK 5/6 Returned 1 to Roxane, kept 1 original

Retain Original

City Clerk Document Control Number: _____

Send copy of original to User Agency / /



Legislation Details (With Text)

File #: 21-00440 **Version:** 1 **Name:**

Type: Legislative Action Item **Status:** Passed

File created: 5/7/2021 **In control:** City Council

On agenda: 5/27/2021 **Final action:** 5/27/2021

Enactment date: **Enactment #:**

Title: DISPOSITION OF REAL PROPERTY - SUBMERGED LAND IN BAYLEN SLIP ADJACENT TO FORMER SCUBA SHACK PROPERTY

Sponsors: Grover C. Robinson, IV

Indexes:

Code sections:

Attachments: 1. Legal Ad - Notice for Scuba Shack Submerged - DRAFT, 2. Council Action - Scuba Shack Lease - 02-27-1997, 3. Scuba Shack Lease - 1997

Date	Ver.	Action By	Action	Result
5/27/2021	1	City Council	Approved as Amended	Pass
5/24/2021	1	Agenda Conference	Placed on Regular Agenda	Pass

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DISPOSITION OF REAL PROPERTY - SUBMERGED LAND IN BAYLEN SLIP ADJACENT TO FORMER SCUBA SHACK PROPERTY

RECOMMENDATION:

That City Council approve the publication of the notice of intention to dispose of submerged real property (portion of Parcel Ref. No. 000S009100001034) located in inland waterway Baylen Slip adjacent to 711 South Palafox Street (former Scuba Shack property), via lease, with acceptance of redevelopment submittals during the statutory-required notice period for City-owned parcels located in a designated community redevelopment area (CRA).

HEARING REQUIRED: No Hearing Required

SUMMARY:

The 50-ft wide submerged parcel adjacent to the former Scuba Shack parcel has been leased to the Scuba Shack since May 1, 1997 per Council action approving the lease in February 1997. Per the terms of the 25-year lease, the owners of the Scuba Shack were able to transfer the lease upon sale to the new owners JME of NWF, LLC in April of this year. The initial lease expires in April 2022, and the "right of first refusal" clause in the lease requires this notice, as the City is not contractually

obligated to renew this lease with the current lessee.

Pursuant to F.S. 163.380(3)(a), the City is required to provide public notice by advertising for at least 30 days prior to the disposition of any City-owned property in the CRA, stating the intent of the disposition and inviting submittals. The draft public notice is attached to this memorandum.

The new owner of the Scuba Shack property would like to negotiate and secure a new lease as soon as possible, thus the impetus for publishing this notice now, rather than when the lease actually expires in 2022. After the expiration of the 30-day period required by the notice, City staff will prepare a memo for Council consideration at the next available meeting.

PRIOR ACTION:

February 27, 1997 - City Council authorized the negotiation of a lease with Scuba Shack, Inc.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/13/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Legal Ad - Notice for Scuba Shack Submerged - DRAFT
- 2) Council Action - Scuba Shack Lease - 02-27-1997
- 3) Scuba Shack Lease - 1997

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00727

City Council

9/23/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT 449499-2-84-01 FOR COVID RELIEF FOR SEAPORTS

RECOMMENDATION:

That City Council accept and authorize the Mayor to execute State of Florida, Florida Seaport Transportation Economic Development (FSTED) Grant # 449499-2-84-01 in the amount of \$806,772 comprised of \$806,772 in FSTED funds and \$0 in local match. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Florida Seaport Transportation Economic Development (FSTED) was awarded \$250 million to support economic recovery for Florida ports through the American Rescue Plan Act (ARPA). The Port of Pensacola was awarded \$806,772 as a sub-recipient to this grant program. This grant is for reimbursement of capital expenditures (facility expansions or upgrades) and operating expenses. Allowable costs do not have to be COVID-19 related; however, sub-recipients will have to report how program funds are used to respond to negative economic impacts and lay the foundation for a strong and equitable recovery.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the FSTED Grant funds in the amount of \$806,772. No matching funds are required.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

[Click here to enter a date.](#)

STAFF CONTACT:

Keith Wilkins, City Administrator

Amy S. Miller, Deputy City Administrator - Administration and Enterprise

M. Clark Merritt, Port Director

ATTACHMENTS:

- 1) Grant Agreement No. 449499-2-84-01
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Explanation

PRESENTATION: No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CORONAVIRUS STATE FISCAL RECOVERY FUNDS
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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> <u>449499-2-84-01</u>	Fund(s): <u>ARPA</u>	FLAIR Category: <u>085152</u>	
_____	Work Activity Code/Function: <u>215</u>	Object Code: <u>780003</u>	_____
_____	Federal Award Identification Number (FAIN): _____	Org. Code: <u>55032020329</u>	_____
_____	Federal Award Date: _____	Vendor Number: <u>F596000406008</u>	_____
Contract Number: _____	Recipient DUNS Number: _____		
County Number: <u>27</u>			
Catalog of Federal Domestic Assistance (CFDA): <u>21.027, Coronavirus State and Local Fiscal Recovery Funds</u>			

THIS SUBRECIPIENT GRANT AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2021 (the “Effective Date”), between the State of Florida, Department of Transportation, an agency of the State of Florida (the “Department”), and City of Pensacola (Port of Pensacola) (the “Sub-recipient”) (each a “Party” and collectively, the “Parties”).

The Parties agree as follows:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Chapter 2021-36 Laws of Florida (Senate Bill No. 2500). The Sub-recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit D, Sub-recipient Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide a subaward of the Coronavirus State Fiscal Recovery Fund established under the American Rescue Plan Act of 2021 (ARPA) to respond to the negative economic impacts of the COVID-19 public health emergency, by stabilizing the Sub-recipient and provide working capital to lay the foundation for a strong and equitable recovery (the “Project”). The Project is more particularly described in **Exhibit A, Project Description and Responsibilities** to this Agreement.
3. **The Project.** The Sub-recipient agrees to perform and complete the Project in a satisfactory, timely and proper manner in accordance with all applicable laws and the terms and conditions of this Agreement. **Exhibit A** describes the scope of work to be performed by the Sub-recipient and provides a proposed schedule for the completion of the Project. The Project scope in **Exhibit A** identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of Project scope elements. All Project activities must be consistent with the scope described in **Exhibit A**. An amendment to this Agreement is required for any proposed change in the scope of work.
4. **Term of Agreement.** The term of this Agreement and the period for performance of the Project under this Agreement extends from the Effective Date through December 31, 2024 (the “Completion Date”). If the Sub-recipient does not complete the Project on or before the Completion Date, this Agreement will expire, unless the Completion Date is extended by an executed amendment to this Agreement. Expiration of this Agreement will be considered termination of the Project.
5. **Project Funding and Budget.**
 - a. **Project Cost.** The estimated cost of the Project is \$806,772 (the “Project Estimate”), and is allocated among the Project activities in **Exhibit B, Schedule of Financial Assistance**. An amendment to the grant agreement is required for any re-budgeting of Project funds provided under this Agreement.
 - b. **Department Subaward.** Under this Agreement, the Sub-recipient, a non-federal entity, is the subrecipient of the Coronavirus State Fiscal Recovery Funds awarded under ARPA. The Department will provide financial assistance for the Project up to the maximum amount of the federally funded subaward made under this Agreement, \$806,772 (the “Maximum Federal Financial Assistance”), as more specifically detailed in **Exhibit B**, in accordance with the terms and conditions of this Agreement. Any terms and conditions that are specific to this subaward are attached as **Exhibit A**, and shall control over any inconsistent provisions in the body of this Agreement or the other exhibits attached to this Agreement.

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CORONAVIRUS STATE FISCAL RECOVERY FUNDS
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c. Matching Funds. The Sub-recipient agrees to provide all matching funds required under the terms of the federal grant. The eligibility and use of matching funds shall be governed by applicable federal law, regulations and guidance. The Sub-recipient is also responsible for all costs required to complete the Project that exceed the Project Estimate. The Sub-recipient shall take all actions required for the Sub-recipient to provide the necessary funds for the Project. The Department will have no responsibility for any Project costs in excess of the Maximum Federal Financial Assistance.

d. Eligible Costs. Financial assistance provided by the Department under this Agreement will only be available for eligible project costs as specifically detailed in **Exhibit A**, and prior to termination or expiration of this Agreement.

e. Ineligible Costs. In determining the amount of any payment, the Department will exclude all Project costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of financial assistance in **Exhibit B** for the Project, costs agreed to be borne by the Sub-recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department. The federal funds awarded under this Agreement will not be provided for any cost not incurred in accordance with applicable federal and state laws, regulations and grant program requirements. If the federal government of the United States or the Department determines that any cost claimed is not eligible, the Department will notify the Sub-recipient. The notification will identify the items and amounts not eligible for reimbursement with federal financial assistance and the reason the items and amount are not eligible. If the Sub-recipient is not in compliance with requirements of this Agreement, but such non-compliance is correctable during the term of this Agreement, financial assistance may be withheld by the Department until the non-compliance is corrected. If the Sub-recipient's non-compliance is not correctable during the term of this Agreement, the Department may deny use of federal funds, in whole or in part. If as a result of the Sub-recipient's failure to comply with the terms of this Agreement the federal government of the United States determines that federal financial assistance will no longer be available for the Project: (i) the Department is authorized to discontinue federal financial assistance for the Project under this Agreement; and (ii) the Department is not required to provide any additional state financial assistance for the Project. A determination by federal government of the United States that federal financial assistance is no longer available for the Project is final. The Sub-recipient waives any right to contest a discontinuance of financial assistance under this Agreement if federal government of the United States determines federal financial assistance is no longer available.

f. No Federal Obligation. This Agreement is financed by federal funds. However, payments to the Sub-recipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, U.S. Department of Transportation (USDOT), federal government of the United States or any representatives of the federal government makes the United States a party to this Agreement.

g. Subaward Contingent on Federal Funding. The Sub-recipient acknowledges and agrees that the Department's payment of funds under this Agreement is contingent on the Department receiving the funds from the federal government of the United States. If, for any reason, the federal government of the United States reduces the amount of federal funds available for this subaward, or otherwise fails to pay part of the cost or expense of the Project in this Agreement, only outstanding incurred costs within the limits of federal government of the United States provided financial assistance shall be eligible for reimbursement.

h. Repayment of Grant Funds. Upon a finding by federal government of the United States, or the Department in lieu of federal government of the United States, that the Sub-recipient has made an unauthorized or undocumented use of grant funds, or that any Project costs are ineligible for federal reimbursement, and upon a written demand for repayment issued by the Department, the Sub-recipient shall repay such amounts to the Department within 40 days of written demand. The Sub-recipient shall also repay any other grant funds received by the Sub-recipient under this Agreement in excess of the amount to which the Sub-recipient is entitled. Such funds shall be repaid to the Department within 40 days of written demand.

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i. **Reversion of Unexpended Grant Funds.** All funds granted by the Department under this Agreement that have not been expended for Project activities during the term of this Agreement shall revert to the Department.

6. Invoices.

a. **Requests for Reimbursement.** In order to obtain any of the federal funds available from the Department under this Agreement, the Sub-recipient shall file with the Department Grant Manager its request for reimbursement and any other information regarding to the Project and the Project Accounts (defined below) required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Sub-recipient, which reads as follows:

“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. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”

In the event the failure to timely submit invoices to the Department results in federal government of the United States removing any unbilled financial assistance or the loss of state appropriation authority, the Sub-recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional financial assistance for the Project.

b. **Deliverables and Supporting Documentation.** Requests for reimbursement or advance payment by the Sub-recipient shall include an invoice and supporting documentation for the period of work being billed that are acceptable to the Department. All costs invoiced shall be supported by a response spending plan, as described in **Exhibit G, Program Guidelines**, and **Exhibit H, Response Spending Plan**. The Sub-recipient shall use the format for the invoice that is approved by the Department. Approved invoice formats are found in **Exhibit F, Project Invoice Form**. Invoices shall be submitted by the Sub-recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables identified in **Exhibit A**. Supporting documentation must substantiate the amount of progress made on the Project in a quantifiable, measurable, and verifiable manner, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Sub-recipient. Supporting documentation must also establish to the Department Grant Manager’s satisfaction that deliverables were received and accepted in writing by the Sub-recipient and must also establish that the required minimum level of service to be performed and criteria for evaluating successful completion have been met.

c. **Travel Expenses.**

- Travel expenses are NOT eligible for reimbursement under this Agreement.
- Travel expenses ARE eligible for reimbursement under this Agreement.

Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department’s Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

d. **Final Invoice.** The Sub-recipient must submit its final invoice and request for reimbursement for the Project to the Department within 120 days after the Completion Date, or completion of the Project if earlier. Invoices submitted after the 120-day time period may not be paid.

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7. Provision of Subaward Funds.

a. Payments and Withholding. Subject to other provisions of this Agreement, the Department will reimburse the Sub-recipient for eligible project costs, up to the amount of the Maximum Federal Financial Assistance. Notwithstanding any other provision of this Agreement, the Department may elect by written notice not to make a payment if:

i. The Department determines that the Sub-recipient has misrepresented a material fact in any documents submitted to obtain the subaward of federal funds made under this Agreement, or any document or data furnished with its application or pursuant to this Agreement;

ii. There is any pending litigation with respect to the performance by the Sub-recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments for the Project;

iii. The Sub-recipient takes any action on the Project which, under this Agreement, requires the approval of the Department or makes a related expenditure or incurs related obligations without Department approval when required;

iv. There has been any violation of the conflict of interest provisions contained in this Agreement; or

v. The Department determines the Sub-recipient is otherwise in default under any provisions of this Agreement.

b. Reimbursement Basis. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes. Advance payment is authorized for this Agreement and **Exhibit B2, Advance Payment Financial Provisions** is attached and incorporated into this Agreement.

c. Financial Consequences for Unsatisfactory Performance. If the Department determines that the performance of the Sub-recipient is unsatisfactory, the Department shall notify the Sub-recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Sub-recipient shall, within five (5) days after notice from the Department, provide the Department with a corrective action plan describing how the Sub-recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Sub-recipient will not be reimbursed to the extent of the non-performance. The Sub-recipient will not be reimbursed until the Sub-recipient resolves the deficiency. If the deficiency is subsequently resolved, the Sub-recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Sub-recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the term of this Agreement.

d. Florida Prompt Payment Law. The Sub-recipient should be aware of the following time frames.

i. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the later of the date the invoice is received or the date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.

ii. If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Sub-recipient. The 40 days are measured from the later of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Sub-recipient requests payment. Invoices that have to

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be returned to the Sub-recipient because of Sub-recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

e. Offsets. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Sub-recipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

f. Appropriation Contingency. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the availability of the federal financial assistance awarded to the Sub-recipient under this Agreement.

g. Multi-year Contracts. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

8. Records.

a. Project Records. The Sub-recipient shall establish for the Project, consistent with the Department's program guidelines/procedures and "Principles for State and Local Governments", 2 Code of Federal Regulations ("CFR") Part 225, separate accounts to be maintained within its existing accounting system or separate independent accounts ("Project Accounts"). The Sub-recipient shall charge to the Project Accounts all eligible costs of the Project except costs agreed to be borne by the Sub-recipient or its contractors and subcontractors. All costs recorded in the Project Accounts shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges.

b. Project Costs. Records of costs incurred under terms of this Agreement shall be maintained in the Project Accounts and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made for the applicable state fiscal year, or such longer period as may be required by applicable law. Copies of these documents and records shall be furnished to the Department and federal government of the United States upon request. Records of costs incurred include the Sub-recipient's general accounting records and the Project records, together with supporting documents and records of the Sub-recipient and all contractors and subcontractors performing work on the Project. If any litigation, claim, or audit is started before the expiration of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c. Reports. The Sub-recipient shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department or federal government of the United States may require, including those documents listed in **Exhibit A** to this Agreement. The Department may, at its discretion,

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require a progress report on a monthly basis. The progress report will include details of the progress of the Project towards meeting the requirements of the Agreement.

d. Federal Requirements. The Sub-recipient agrees to maintain property records, conduct physical inventories and develop control systems as required by 2 CFR Part 200, when applicable. In addition to the requirements of section 8, the Sub-recipient shall comply with the record retention requirements of 2 CFR 200.333, as amended or replaced from time to time.

e. Right-of-Way. For any project requiring additional right-of-way, the Sub-recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 CFR Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year. Upon completion of right-of-way activities on the Project, the Sub-recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the Project.

9. Audits. The administration of resources awarded through the Department to the Sub-recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Sub-recipient shall comply with all audit and audit reporting requirements as specified below:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and section 215.97 Florida Statutes, monitoring procedures may include but not be limited to on-site visits by Department staff, limited scope audits as defined by 2 CFR 200.425, and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Sub-recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Sub-recipient is appropriate, the Sub-recipient agrees to comply with any additional instructions provided by Department staff to the Sub-recipient regarding such audit. The Sub-recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

b. The Sub-recipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Sub-recipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Sub-recipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit E, Federal Financial Assistance (Single Audit Act)** to this Agreement identifies the Federal resources awarded through the Department by this Agreement. In determining Federal awards expended in a fiscal year, the Sub-recipient must consider all sources of Federal awards, including Federal award resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503, as amended. An audit of the Sub-recipient conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR §200.514, will meet the requirements of this part.

ii. In connection with the audit requirements, the Sub-recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR §§200.508-512, as amended.

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iii. In the event the Sub-recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Sub-recipient is exempt from Federal audit requirements for that fiscal year. However, the Sub-recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Sub-recipient's audit period for each applicable audit year. In the event the Sub-recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, 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 Sub-recipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Sub-recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Sub-recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Sub-recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include, but are not limited to, the following:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Sub-recipient or more severe enforcement action by the Department;
- (b) Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the Federal award;
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
- (e) Withhold further Federal awards for the Project or program;
- (f) Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Sub-recipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Sub-recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Sub-recipient directly to each of the following:

The Department at the following address:

Office of Comptroller, MS 24
605 Suwannee Street

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Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Sub-recipient, when submitted financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Sub-recipient in correspondence accompanying the reporting package.

c. The Sub-recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Sub-recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Sub-recipient shall further permit access to all Project records by the Secretary and Inspector General of the federal government of the United States and the Comptroller General of the United States, or their designees.

d. The Sub-recipient shall permit, and shall require its contractors to permit, the Department's and federal government of the United States' authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

10. Termination and Suspension.

a. **Generally.** If: (i) the Sub-recipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Sub-recipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Sub-recipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Sub-recipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR Part 200.

b. **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Sub-recipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and

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other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Sub-recipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Sub-recipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

11. Contracts of the Sub-recipient.

a. Approval Required. Except as otherwise authorized in writing by the Department, the Sub-recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. Consultant Services. The Sub-recipient acknowledges and agrees that any Project consultant contract for engineering, architecture or surveying services must be procured in compliance with the provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, and the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112. At the discretion of the Department, the Sub-recipient will involve the Department in the consultant selection process for all applicable project agreements funded under this Agreement. In all cases, the Sub-recipient's attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. Compliance with Federal Requirements. The Sub-recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of federal-aid funds. The Sub-recipient shall comply with and include the applicable provisions described in Appendix II to 2 CFR Part 200 — Contract Provisions for non-Federal Entity Contracts Under Federal Awards — in each contract it enters into for the Project.

d. Preference for State Residents. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project fifty (50) percent or more of the cost of the Project is to be paid from state-appropriated funds, the Sub-recipient must comply with the requirements of Section 255.099(1), Florida Statutes. However, for all Project work eligible for reimbursement with the federally funded subaward under this Agreement, this paragraph may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

e. Force Account Work, Indirect Costs.

If this box is checked, the Sub-recipient is permitted to utilize its own forces in performing the Project. If the Sub-recipient proceeds with any phase of the Project utilizing its own forces, the Sub-recipient will only be reimbursed for direct costs (this excludes general overhead).

If this box is checked, the Sub-recipient will seek reimbursement for indirect program expenses allowable under 2 CFR Par 200 (select one):

The Sub-recipient has elected to seek reimbursement from the Department for actual indirect expenses (no rate).

The Sub-recipient has elected to apply a de minimis rate of 10% of modified total direct costs in the manner described in 2 CFR 200.414. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Sub-recipient

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chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.]

- The Sub-recipient has elected to apply a federally approved indirect cost rate based on a federally approved rate agreement.

f. Claims and Requests for Additional Work. The Sub-recipient shall have sole responsibility for resolving claims and requests for additional work for the Project. The Sub-recipient will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

g. The Sub-recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Sub-recipient. If lane or road closures are required by the Sub-recipient to ensure the life, health, and safety of the travelling public, the Sub-recipient must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of the Project's structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in Sub-recipient's project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Sub-recipient shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

12. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Sub-recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. The Sub-recipient and its contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Sub-recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Project Property.

a. Federal Requirements. The title, acquisition, use, management, and disposition of all property acquired or constructed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including without limitation, the provisions of 2 CFR Part 200.

b. Tangible Personal Property. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

c. Disposal. If the Sub-recipient disposes of any Project facility or equipment, acquired in whole or in part with the federal financial assistance provided under this Agreement, during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Sub-recipient will comply with the terms of 2 CFR Part 200 relating to property management standards. Except as otherwise provided in 2 CFR Part 200, the Sub-recipient agrees to remit to the Department a proportional amount of the proceeds from the disposal of such facility or equipment. Such proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment provided under this Agreement to the total cost of such facility or equipment. Sale of Project property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in

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advance by the Department. If any portion of the proceeds from the sale to the Sub-recipient are non-cash consideration, reimbursement to the Department shall include a proportional amount based on the value of the non-cash consideration. The Sub-recipient must remit such proportional amount to the Department within ninety (90) days after the official date of disposal. The terms of this paragraph shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items acquired, construed or installed with the proceeds of the subaward provided under this Agreement, except that the terms of this paragraph shall have unlimited duration with respect to real property acquired with the proceeds of the subaward provided under this Agreement.

14. Restrictions, Prohibitions, Controls, and Labor Provisions. During the performance of this Agreement, the Sub-recipient agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

a. Convicted Vendors. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendors. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

c. Certificates of Qualification. An entity or affiliate who has had its Department issued certificate of qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor or consultant may not submit a bid or perform work on a contract with the Sub-recipient, including the design, construction or repair of a public building or public work.

d. Code of Conduct. The Sub-recipient has established, and will maintain, a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

e. Debarment and Suspension. The Sub-recipient must comply with the provisions in 2 CFR Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement) and 2 CFR Part 1200 DOT Non-procurement Suspension and Debarment. These provisions restrict federal awards, subaward and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal programs or activities. The Sub-recipient shall not enter into any arrangement to participate in the development or implementation of the Project with any person or entity that is debarred or suspended except as authorized by applicable Federal law and regulations. If required by applicable federal law and regulations, the Sub-recipient will review the U.S. GSA System of Award Management at <https://www.sam.gov>. The Sub-recipient shall include the requirements of this paragraph in each of its contracts related to the Project and shall require its contractors and consultants to include similar requirements in each of their contracts related to the Project. Execution of this Agreement constitutes a certification that the Sub-recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 CFR Part 29, and 2 CFR Part 200 when applicable.

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f. Human Trafficking. The Sub-recipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Sub-recipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

g. Unauthorized Aliens. The Department shall consider the employment by the Sub-recipient of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Sub-recipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

h. Contract Work Hours and Safety Standards. Where applicable, all contracts funded under this Agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

i. E-Verify. The Sub-recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Sub-recipient during the term of the Agreement; and

ii. Expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise 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 or subcontractor during the Agreement term; and

iii. Adhere to requirements in section 448.095, Florida Statutes.

15. Indemnification and Insurance.

a. Indemnification. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Sub-recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Sub-recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Sub-recipient shall indemnify, defend, and hold harmless the Department, including the Department's officers and employees, from 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 Sub-recipient and persons employed or utilized by the Sub-recipient in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or Sub-recipient's sovereign immunity, nor shall the same be construed to constitute agreement by Sub-recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. This indemnification shall survive the termination of this Agreement.

b. Sub-recipient Contracts. Sub-recipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

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“The Sub-recipient’s contractor/consultant shall indemnify, defend, and hold harmless the Sub-recipient and the State of Florida, Department of Transportation, including the Department’s officers and employees, from 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 contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

The foregoing indemnification shall not constitute a waiver of the Department’s or the Sub-recipient’s sovereign immunity. Nor shall the same be construed to constitute agreement by Sub-recipient’s contractor/subconsultant to indemnify the Sub-recipient for the negligent acts or omissions of the Sub-recipient, its officers, agents, or employees, or for the acts of third parties. Nor shall the same be construed to constitute agreement by Sub-recipient’s contractor/subconsultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties.

This indemnification shall survive the termination of this Agreement.”

c. Workers’ Compensation. The Sub-recipient shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If contracting for any of the work, the Sub-recipient shall ensure that its contractors have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), the Sub-recipient shall ensure that such employees are covered by Workers’ Compensation insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida’s Workers’ Compensation law.

d. General Liability. If the Sub-recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Sub-recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Sub-recipient elects to hire a contractor or consultant to perform the Project, then the Sub-recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Sub-recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Sub-recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department’s approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

e. Railroad Protective Liability. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Sub-recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured

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and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

f. Utilities. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

16. General Federal Requirements. The Sub-recipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

a. Governing Regulations. In performing the Project, the Sub-recipient agrees to comply with all applicable requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If applicable to the award of funds to the Sub-recipient pursuant to this Agreement, the Sub-recipient will comply with all applicable requirements of the current Federal Transit Administration Master Agreement. The Sub-recipient certifies that its procurement system complies with the requirements of this paragraph. The Sub-recipient agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier third party contract financed in whole or in part with financial assistance under this Agreement including all applicable provisions of this Agreement.

b. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any project, program, or activity that receives or benefits from this Agreement. The Sub-recipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Sub-recipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Sub-recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. 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 Sub-recipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Sub-recipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

c. Title VI - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Sub-recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the regulations of the federal government issued thereunder. The Sub-recipient shall

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include the attached **Exhibit C, Title VI Assurances**, in all contracts with consultants and contractors performing work on the Project.

d. Title VIII - Civil Rights Act of 1968. Execution of this Agreement constitutes a certification that the Sub-recipient will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

e. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Sub-recipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Sub-recipient pursuant thereto.

f. Federal Financial Assistance Policy to Ban Text Messaging While Driving. As used in this paragraph:

"Driving" - Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" - means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

This section implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

The Sub-recipient should -

Adopt and enforce policies that ban text messaging while driving- (i) Sub-recipient-owned or -rented vehicles or government-owned vehicles; or (ii) Privately-owned vehicles when on official government business or when performing any work for or on behalf of the government.

Conduct initiatives in a manner commensurate with the Sub-recipient's size, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Sub-agreements/sub-contracts. The Sub-recipient shall insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that exceed the Federal Highway Administration micro-purchase threshold.

g. Integrity Certification. By signing this Agreement, the Sub-recipient certifies that neither it nor its participants is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Sub-recipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Sub-recipient shall provide to the Department immediate written notice if at any time the Sub-recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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h. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property.

i. Certification of Restrictions on Lobbying Disclosure. The Sub-recipient certifies to the best of its knowledge and belief that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Sub-recipient, to any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Sub-recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The Sub-recipient acknowledges that the certifications made in this section are material representations of fact upon which the Department is relying in entering into this Agreement.

The Sub-recipient shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

j. Buy America. The Sub-recipient agrees to comply and require its consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act regarding the use of steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. The Sub-recipient shall ensure that all manufacturing processes for this material occur in the United States.

k. Federal Certification and Assurances; Execution and Incorporation. The Sub-recipient agrees to comply with and to certify compliance with all current federally required certifications and assurances for the grant program under which the federally funded subaward provided by this Agreement is made.

l. Environmental Regulations. Execution of this Agreement constitutes a certification by the Sub-recipient that the Project will be carried out in accordance with all applicable environmental regulations including the securing of any applicable permits. The Sub-recipient will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith. Without limiting the generality of the foregoing, in connection with the Project, the Sub-recipient will not use any facilities that are in violation of the Clean Air Act or the Federal Water Pollution Control Act, will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities", will report the use of prohibited facilities to the Federal Transit Administration and the Regional U.S. EPA Office, and shall comply with Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 - 7671q, and the requirements of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 – 1377.

m. Performance Evaluations (2 CFR 200.331). Subrecipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the monitoring and risk process. Evaluations are submitted to the Sub-recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Sub-recipient no more than 30 days after project close out.

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17. Miscellaneous Provisions.

a. Compliance with Conditions and Laws. The Sub-recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

b. Compliance with Public Records Laws. The Sub-recipient agrees to comply with all provisions provided in Chapter 119 Florida Statutes. If the Sub-recipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Sub-recipient must take appropriate action as required by Chapter 119, Florida Statutes. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Sub-recipient, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

c. Prohibited Interests. The Sub-recipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Sub-recipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- ii. The Sub-recipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Sub-recipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Sub-recipient.
- iii. The provisions of this subsection shall not be applicable to any agreement between the Sub-recipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Sub-recipient and an agency of state government.

d. Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

e. Department Not Obligated to Third Parties. The Department shall not be obligated or liable under this Agreement to any party other than the Sub-recipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

f. Relationship of Parties. The Sub-recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

g. When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Sub-recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Sub-recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

h. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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i. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained in this Agreement, unless the omission of the invalid or unenforceable provision would cause this Agreement to violate any applicable law or fail its fundamental purpose.

k. Bonus or Commission. By execution of the Agreement the Sub-recipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

l. Notices. Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following addresses:

Contact Names and Addresses:

Sub-recipient: City of Pensacola
Address: 700 South Barracks Street
Pensacola, Florida 32502

Contact Name: Port Director
Contact Telephone: (850) 436-5070

Florida Department of Transportation
Address: Highway 90 East
Chipley, Florida 32428-0607

Contact Name: FDOT District 3 Seaport Coordinator
Contact Telephone: (850) 330-1557

m. Agreement Format. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

n. JURY TRIAL WAIVER. THE SUB-RECIPIENT AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

o. Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

p. State Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

q. Inspector General Cooperation. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

r. Agreement not Assignable. The Sub-recipient may not assign any of its rights or obligations under this Agreement.

s. Amendments. This Agreement may not be amended, except by a writing signed by both Parties.

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18. Exhibits.

Exhibits: The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- Exhibit B2: Advance Payment Financial Provisions
- Exhibit C: Title VI Assurances
- Exhibit D: Sub-recipient Resolution
- Exhibit E: Federal Financial Assistance (Single Audit Act)
- Exhibit F: Project Invoice Form
- Exhibit G: Program Guidelines
- Exhibit H: Response Spending Plan
- Exhibit I: Quarterly Project and Expenditure Report
- Exhibit J: Contract Payment Requirements
- *Additional Exhibit(s)

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

[signatures on following page]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

SUB-RECIPIENT City of Pensacola STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

By: _____

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Legal Review:

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Sub-recipient's project to provide context, description of project components funded via this Agreement (if not the entire project)):

As described in **Exhibit G, Program Guidelines**, the Sub-recipient is part of a group that has experienced negative economic impacts after January 27, 2020 (i.e., the beginning of the COVID-19 public health emergency). This Agreement uses Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to provide a substantial infusion of fiscal resources to immediately stabilize the Sub-recipient and provide working capital to lay the foundation for a strong and equitable recovery.

Disbursement and documentation procedures are listed in **Exhibit G, Program Guidelines**.

B. Project Location (limits, city, county): Pensacola, Florida

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size):

Allowable costs are outlined in **Exhibit G, Program Guidelines**.

D. Deliverable(s): The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Sub-recipient.

E. Unallowable Costs (including but not limited to): Unallowable costs are outlined in **Exhibit G, Program Guidelines**. Additionally, travel cost are unallowable costs.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE SUB-RECIPIENT AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
449499-2-84-01	ARPA	085152	2022	780003	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$806,772
Total Financial Assistance							\$806,772

B. Estimate of Project Costs:

Project Costs*	State	Local	Federal	Totals	State %	Local %	Federal %
Working Capital	\$0	\$0	\$806,772	\$806,772	0	0	100
Totals	\$0	\$0	\$806,772	\$806,772	0	0	100

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Ray Corbitt

Department Grant Manager Name

Signature

Date

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EXHIBIT B2

ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The Department may advance an amount of \$ 806,772.
2. The advance payment may not be released before the execution of this Agreement and/or before the fiscal year the project funding is in the Department's Adopted Work Program.
3. The Sub-recipient will submit an invoice for the advanced amount.
4. The advanced amount, including interest earnings (if applicable), must be accounted for separately from other funds of the Sub-recipient.
5. The Sub-recipient shall invoice the Department no more than monthly for costs incurred. The amount advanced, plus interest earnings shall be deducted on the latter month's invoices(s).
6. Any unexpended funds, including applicable interest, remaining at the conclusion/termination of the Agreement shall be returned to the Department within 40 days of the completion/termination of the project.

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EXHIBIT C

TITLE VI ASSURANCES

1. **Certification.** Execution of this Contract constitutes a certification that the Consultant / Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the regulations of the U.S. Department of the Treasury issued thereunder. The Consultant / Contractor shall include this Exhibit C, Title VI Assurances, in all contracts with sub-consultants and sub-contractors performing work on the Project.

2. **Civil Rights Compliance.** The Consultant / Contractor is a subrecipient of Federal financial assistance from the U.S. Department of the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

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EXHIBIT D

SUB-RECIPIENT RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 21.027

CFDA Title: Coronavirus State and Local Fiscal Recovery Funds

***Award Amount:** \$806,772

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: _____

****Award is for R&D:** No

*The federal award amount may change with amendments.

**Research and Development as defined at §200.87, 2 CFR Part 200

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141
www.dot.gov/map21

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.frs.gov

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EXHIBIT F

PROJECT INVOICE FORM

Sub-recipient Name: City of Pensacola, Port of Pensacola	Address: 700 South Barracks Street City, State, Zip: Pensacola, Florida 32502
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Bill To: Florida Department of Transportation	Invoice No.: Invoice Period: to Contract No.:	FM Number: 449499-2-84-01 Allowable Cost: FDOT Grant Amount: \$806,772
Project: Coronavirus State Fiscal Recovery Funds		

Project Cost	Total FDOT Grant Amount by Compensation Type	Total Previous Amount Paid for FDOT Grant	Current Invoice Amount Requested for FDOT Grant	Remaining FDOT Grant Balance
Previously Incurred Cost (March 3, 2021, thru Submittal Date of Response Spending Plan)	\$	\$	\$	\$ 0.00
Planned Cost (to be incurred within 90 Days of Response Plan Submittal Date)	\$	\$	\$	\$ 0.00
Totals:	\$	\$	\$	\$ 0.00

Note: The cost and amounts shown on this invoice form are reflective of the values shown in the Agreement, Exhibit "B", Schedule of Financial Assistance.

SUB-RECIPIENT DESIGNATED REPRESENTATIVE

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. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

 Sub-recipient Representative Printed Name *

 Title

 Signature *

 Date

* Only the Seaport Sub-recipient or Designated Representative may sign this form. A non-seaport employee (e.g., consultant) cannot sign this form.

For information regarding this invoice, please contact (Name, Phone No.):

Distribution: Project File

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EXHIBIT G

PROGRAM GUIDELINES

1. **Goal.** The American Rescue Plan Act (ARPA) provides a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers.¹
2. **Mission.** The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program provides a substantial infusion of resources to communities working to turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.²
3. **Purpose.** To use Coronavirus SLFRF to respond to the negative economic impacts of the COVID-19 public health emergency, by providing a substantial infusion of fiscal resources to immediately stabilize sub-recipient Florida seaports for negative economic impacts experienced by those sub-recipients and provide working capital to lay the foundation for a strong and equitable national recovery.
4. **Roles and responsibilities.**
 - a. **Recipient.** The State of Florida is the recipient of SLFRF Program funds.
 - b. **Sub-recipient.** Florida's Chief Financial Officer transfers SLFRF Program funds to the Florida Department of Transportation (Department), a sub-recipient.³
 - c. **Sub-recipient.** The Department transfers SLFRF Program funds to fourteen (14) sub-recipient Florida seaports, members of a group, who experienced negative economic impacts after January 27, 2020.⁴
5. **Pre-award data demonstrating negative economic impact and equitable response.** Florida has fourteen (14) active deep-water seaports, with business operations that generate operating revenues and operating expenses. Interim Final Rule RIN 1505-AC77, published in the Federal Register on May 17, 2021, by the United States Department of Treasury, provides guidance and standardized methodology for the calculation of negative economic impacts. This standardized methodology includes four steps:
 - a. **Step 1.** Identify revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the base year revenue.
 - i. End date of last full fiscal year before January 27, 2020 (month day, year): September 30, 2019
 - ii. Last full fiscal year (year): 2019
 - iii. Base Revenues collected in last full fiscal year (amount): See Table 1.
 - b. **Step 2.** Estimate counterfactual revenue, which is equal to base year revenue * $[(1 + \text{growth adjustment})^{(n/12)}]$, where n is the number of months elapsed since the end of the base year to the calculation date, and growth adjustment is the greater of 4.1 percent and the sub-recipient's average annual revenue growth in the three full fiscal years prior to the COVID-19 public health emergency.

¹ U.S. Department of the Treasury. (05/17/2021). Interim Final Rule [IFR] RIN 1505-AC77, Coronavirus State and Local Fiscal Recovery Funds. Federal Register, Vol. 86, No. 93: p. 26787.

² U.S. Department of the Treasury. (2021). Recipient Compliance and Reporting Responsibilities (07/01/2021), <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>.

³ Chapter 2021-36 Laws of Florida (Senate Bill No. 2500) authorizes the Chief Financial Officer and the Department to transfer SLFRF Program funds.

⁴ U.S. Department of the Treasury. (06/24/2021). Coronavirus State and Local Fiscal Recovery Funds, Frequently Asked Questions. Section 2.17 states: "... the recipient need only demonstrate that the [entity] is within the population or group that experienced a negative economic impact. ..." And, January 27, 2020, is the beginning of the federal COVID-19 public health emergency.

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- i. Sub-recipient's average annual revenue growth in the three full fiscal years prior to the public health emergency (i.e., last full fiscal year before January 27, 2020): See Table 2.
 - ii. Determine if sub-recipient's average annual revenue growth is greater than 4.1 percent. Use the greater percentage to calculate counterfactual revenue: See Table 3.
 - iii. End of the base year (month day, year): September 30, 2019
 - iv. Calculation date (month day, year): December 31, 2020
 - v. Number of months elapsed since the end of the base year to the calculation date (i.e., December 31, 2020): n = 15 months
 - vi. Calculate counterfactual revenue: Base Revenues * ((1+ _____ % growth) ^ (15 / 12)) = \$ _____
- c. **Step 3.** Identify actual revenue, which equals revenues collected over the past twelve months (e.g., January 2020 to December 2020) as of the calculation date (i.e., December 31, 2020).
- i. Twelve-month collection period (month, year to month, year): January 2020 to December 2020
 - ii. Calculate actual revenues collected over the past twelve months as of the calculation date.
 - iii. Actual revenue collected during twelve-month period (amount): See Tables 4 and 5.
- d. **Step 4.** The extent of the reduction in revenue is equal to counterfactual revenue less actual revenue. If actual revenue exceeds counterfactual revenue, the extent of the reduction in revenue is set to zero for that calculation date.
- i. Counterfactual revenue (amount): See Tables 4, 5 and 6.
 - ii. Actual revenue collected during twelve-month period (amount): See Tables 4 and 5.
 - iii. Extent of the reduction in revenue (amount): See Tables 4, 5 and 6.
- e. **Tables.** The tables below contain the inputs and outputs outlined in United States Department of the Treasury's standardized methodology for the calculation of negative economic impacts.

Table 1. Base Business Revenues Collected in Last Full Fiscal Year

District	Seaport	Base Revenues (Fiscal Year 2019)
1	Manatee	\$18,952,000
2	Fernandina	\$429,127
2	Jaxport	\$67,533,000
3	Panama City	\$14,417,784
3	Pensacola	\$2,400,834
3	St. Joe	\$93,993
4	Everglades	\$170,744,938
4	Fort Pierce	\$221,570
4	Palm Beach	\$18,382,377
5	Canaveral	\$106,511,432
6	Miami	\$165,591,730
6	Key West	\$5,981,425
7	St. Pete	\$293,823
7	Tampa Bay	\$65,161,830

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Table 2. Average Annual Business Revenue Growth

District	Seaport	Growth 1 (2016 to 2017)	Growth 2 (2017 to 2018)	Growth 3 (2018 to 2019)	Average Annual Revenue Growth
1	Manatee	14.90%	15.57%	19.44%	16.64%
2	Fernandina	-11.78%	-73.56%	-0.80%	-28.72%
2	Jaxport	-0.66%	15.32%	0.88%	5.18%
3	Panama City	-4.41%	4.43%	-3.77%	-1.25%
3	Pensacola	-34.20%	18.95%	90.60%	25.12%
3	St. Joe*	100.00%	-27.33%	-13.89%	19.59%
4	Everglades	-0.53%	3.87%	1.64%	1.66%
4	Fort Pierce	0.00%	0.00%	132.74%	44.25%
4	Palm Beach	3.16%	10.35%	-2.96%	3.52%
5	Canaveral	9.13%	9.04%	4.72%	7.63%
6	Miami	15.91%	-6.49%	6.20%	5.21%
6	Key West	22.02%	22.33%	24.73%	23.03%
7	St. Pete	-34.09%	191.19%	14.33%	57.14%
7	Tampa Bay	9.27%	11.06%	9.11%	9.82%

*Note: Port of Port St. Joe fiscal year 2016 reported revenues were a nominal \$725.00, and fiscal year 2017 reported revenues were \$150,197.00. Growth between 2016 and 2017 was set to 100%.

Table 3. Comparison of Average Annual Business Revenue Growth to National Average Growth

District	Seaport	Average Annual Business Revenue Growth	National Average Growth	Greater percentage
1	Manatee	16.64%	4.1%	16.64%
2	Fernandina	-28.72%	4.1%	4.1%
2	Jaxport	5.18%	4.1%	5.18%
3	Panama City	-1.25%	4.1%	4.1%
3	Pensacola	25.12%	4.1%	25.12%
3	St. Joe	19.59%	4.1%	19.59%
4	Everglades	1.66%	4.1%	4.1%
4	Fort Pierce	44.25%	4.1%	44.25%
4	Palm Beach	3.52%	4.1%	4.1%

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5	Canaveral	7.63%	4.1%	7.63%
6	Miami	5.21%	4.1%	5.21%
6	Key West	23.03%	4.1%	23.03%
7	St. Pete	57.14%	4.1%	57.14%
7	Tampa Bay	9.82%	4.1%	9.82%

Table 4. Extent of the Reduction in Business Revenue, National Average Growth

District	Seaport	National Average Growth	Counterfactual Revenue, National Average Growth, Jan 1, 2020 thru Dec 31, 2020	12-month collection period (Jan 2020 to Dec 2020)	Extent of the Reduction in Business Revenue, National Average Growth*
1	Manatee	4.1%	\$19,928,217.73	\$18,086,638	-\$1,841,579.73
2	Fernandina	4.1%	\$451,231.34	\$251,676	-\$199,555.34
2	Jaxport	4.1%	\$71,011,625.59	\$58,216,228	-\$12,795,397.59
3	Panama City	4.1%	\$15,160,444.22	\$15,625,479	\$0
3	Pensacola	4.1%	\$2,524,500.99	\$2,973,761	\$0
3	St. Joe	4.1%	\$98,834.58	\$2,240	-\$96,594.58
4	Everglades	4.1%	\$179,540,011.68	\$121,279,131	-\$58,260,880.68
4	Fort Pierce	4.1%	\$232,982.74	\$630,593	\$0
4	Palm Beach	4.1%	\$19,329,253.45	\$15,278,414	-\$4,050,839.45
5	Canaveral	4.1%	\$111,997,837.06	\$44,557,804	-\$67,440,033.06
6	Miami	4.1%	\$174,121,361.88	\$109,534,558	-\$64,586,803.88
6	Key West	4.1%	\$6,289,528.27	\$2,731,225	-\$3,558,303.27
7	St. Pete	4.1%	\$308,957.83	\$759,597	\$0
7	Tampa Bay	4.1%	\$68,518,316.60	\$53,132,186	-\$15,386,130.60

*Note: If actual revenue exceeds counterfactual revenue, the extent of the reduction in revenue is set to zero (\$0).

Table 5. Extent of the Reduction in Business Revenue, Average Annual Revenue Growth

District	Seaport	Average Annual Revenue Growth	Counterfactual Revenue, Average Growth, Jan 1, 2020 thru Dec 31, 2020	12-month collection period (Jan 2020 to Dec 2020)	Extent of the Reduction in Business Revenue, Average Annual Revenue Growth*
1	Manatee	16.64%	\$22,972,202.02	\$18,086,638	-\$4,885,564.02
2	Fernandina	-28.72%	\$281,080.60	\$251,676	-\$29,404.60
2	Jaxport	5.18%	\$71,932,451.51	\$58,216,228	-\$13,716,223.51
3	Panama City	-1.25%	\$14,192,965.03	\$15,625,479	\$0

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3	Pensacola	25.12%	\$3,176,933.87	\$2,973,761	-\$203,172.73
3	St. Joe	19.59%	\$117,553.76	\$2,240	-\$115,313.76
4	Everglades	1.66%	\$174,293,557.54	\$121,279,131	-\$53,014,426.54
4	Fort Pierce	44.25%	\$350,263.05	\$630,593	\$0
4	Palm Beach	3.52%	\$19,194,320.83	\$15,278,414	-\$3,915,906.83
5	Canaveral	7.63%	\$116,762,880.18	\$44,557,804	-\$72,205,076.18
6	Miami	5.21%	\$176,435,597.69	\$109,534,558	-\$66,901,039.69
6	Key West	23.03%	\$7,750,079.94	\$2,731,225	-\$5,018,854.94
7	St. Pete	57.14%	\$516,955.85	\$759,597	\$0
7	Tampa Bay	9.82%	\$73,253,074.84	\$53,132,186	-\$20,120,888.84

*Note: If actual revenue exceeds counterfactual revenue, the extent of the reduction in revenue is set to zero (\$0).

Table 6. Extent of Reduction in Business Revenue, Comparison

District	Seaport	Extent of the Reduction in Business Revenue, National Average Growth*	Extent of the Reduction in Business Revenue, Average Annual Revenue Growth*	Extent of the Reduction in Business Revenue*
1	Manatee	-\$1,841,579.73	-\$4,885,564.02	-\$4,885,564.02
2	Fernandina	-\$199,555.34	-\$29,404.60	-\$199,555.34
2	Jaxport	-\$12,795,397.59	-\$13,716,223.51	-\$13,716,223.51
3	Panama City	\$0	\$0	\$0
3	Pensacola	\$0	-\$203,172.73	-\$203,172.73
3	St. Joe	-\$96,594.58	-\$115,313.76	-\$115,313.76
4	Everglades	-\$58,260,880.68	-\$53,014,426.54	-\$58,260,880.68
4	Fort Pierce	\$0	\$0	\$0
4	Palm Beach	-\$4,050,839.45	-\$3,915,906.83	-\$4,050,839.45
5	Canaveral	-\$67,440,033.06	-\$72,205,076.18	-\$72,205,076.18
6	Miami	-\$64,586,803.88	-\$66,901,039.69	-\$66,901,039.69
6	Key West	-\$3,558,303.27	-\$5,018,854.94	-\$5,018,854.94
7	St. Pete	\$0	\$0	\$0
7	Tampa Bay	-\$15,386,130.60	-\$20,120,888.84	-\$20,120,888.84
Total				-\$245,677,409.13

*Note: If actual revenue exceeds counterfactual revenue, the extent of the reduction in revenue is set to zero (\$0).

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Table 7. Negative Economic Impact, January through December 2020

District	Seaport	Negative Economic Impact
1	Manatee	-\$4,885,564.02
2	Fernandina	-\$199,555.34
2	Jaxport	-\$13,716,223.51
3	Panama City	\$0
3	Pensacola	-\$203,172.73
3	St. Joe	-\$115,313.76
4	Everglades	-\$58,260,880.68
4	Fort Pierce	\$0
4	Palm Beach	-\$4,050,839.45
5	Canaveral	-\$72,205,076.18
6	Miami	-\$66,901,039.69
6	Key West	-\$5,018,854.94
7	St. Pete	\$0
7	Tampa Bay	-\$20,120,888.84
Total		-\$245,677,409.13

- f. **Equitable response, negative economic impact to Florida seaport communities.** As outlined above, Florida’s fourteen (14) active deep-water seaports are members of a group, who experienced significant negative economic impacts after January 27, 2020. For the majority, the federal guidance and standardized methodology for the calculation of negative economic impacts illustrates the significant fiscal impact of the pandemic related economic fallout. For other seaports without directly quantifiable impacts, the economic fallout is more observable by impacts to the broader local and regional economies.

As illustrated by Figure 1, Florida’s seaports are geographically disbursed, and all contribute to local and regional economies. As described below, stabilizing, and investing in Florida seaports will lay the foundation for a strong national recovery by catalyzing broader economic recovery and rebuilding. To catalyze a broader and more equitable response, minimum allocation amounts have been established, and listed in Table 8.

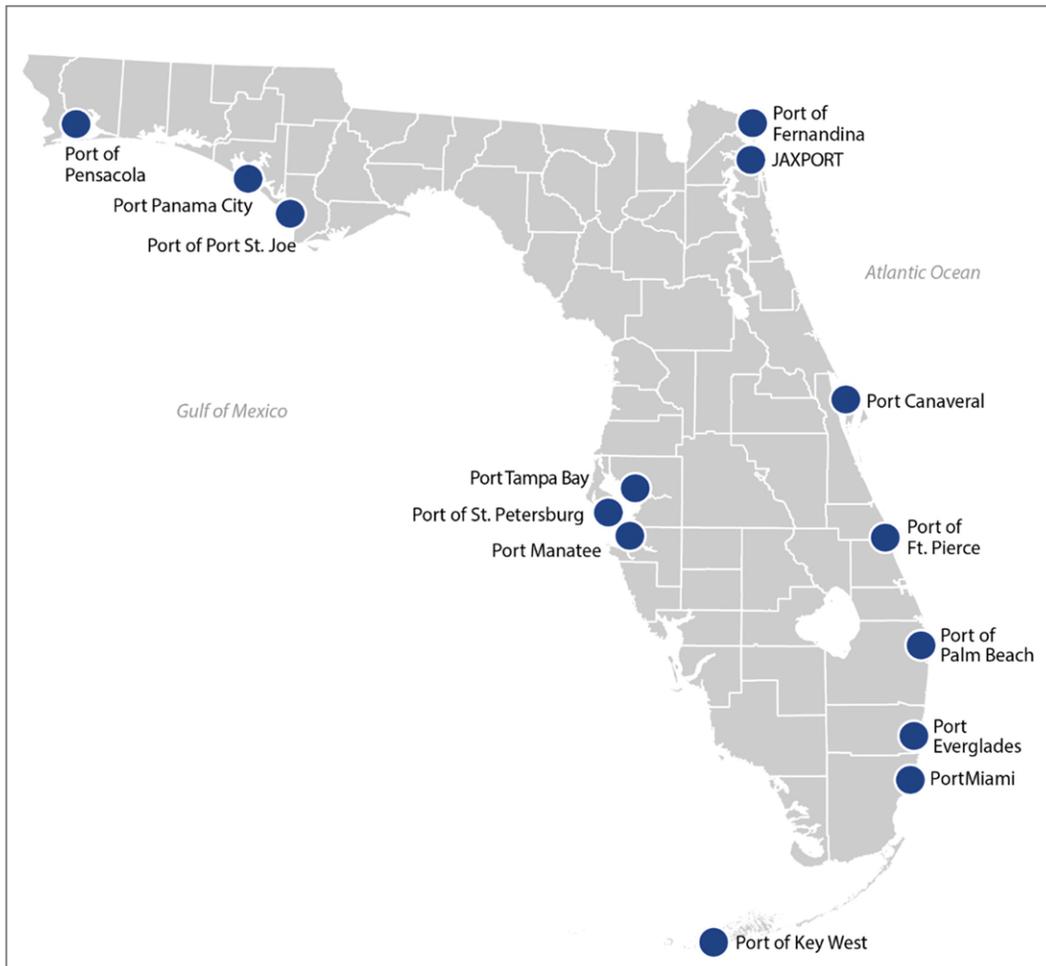
Table 8. Sub-recipient Allocation Amount, Coronavirus State and Local Fiscal Recovery Funds

District	Sub-recipient	Allocation Amount
1	Manatee	\$4,885,564
2	Fernandina	\$806,772
2	Jaxport	\$13,716,224
3	Panama City	\$806,772
3	Pensacola	\$806,772

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3	St. Joe	\$806,772
4	Everglades	\$58,260,881
4	Fort Pierce	\$806,772
4	Palm Beach	\$4,050,839
5	Canaveral	\$72,205,076
6	Miami	\$66,901,040
6	Key West	\$5,018,855
7	St. Pete	\$806,772
7	Tampa Bay	\$20,120,889
Total		\$250,000,000

Figure 1. Florida's Active Deep-Water Seaports



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6. Performance metric.

- a. Sub-recipient.** Florida has fourteen (14) deep-water seaports, with business operations that generate operating revenues and operating expenses. As outlined in Section 5, Florida's seaports are members of a group, who experienced negative economic impacts after January 27, 2020.
- b. Problem.** Since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected over 32 million and killed over 575,000 Americans.⁵ As global social distancing became a necessity, transportation sharply reduced, including the movement of cargo and passengers at both domestic and international seaports. Florida seaports have been affected by required closures and resulting economic fallout both domestically and internationally.

Florida seaports have business operations that generate operating revenues and operating expenses. Business revenues are tied to the movement of passengers, cargo, customer service fees, and customer lease agreements. Domestically, from March 2020 through June 2021, business revenues from the movement of passengers declined nearly -100.0% for some seaports. For calendar year 2020, Florida saw a -39.3% drop in visitors (or -51.669 million fewer) compared to the prior year, which significantly reduced demand for cargo imports from Florida seaports.⁶ Internationally, world travel to Atlantic, Caribbean, Gulf of Mexico and Latin American destinations also declined sharply, which reduced demand for cargo originating from Florida seaports.

As of July 2021, required full closures for some seaport activities lasted from March 2020 through June 2021 (15 months of negative economic impacts), with partial reopening occurring in late-June 2021. As outlined in Table 7, for the period of January 2020 through December 2020, the total negative economic harm experienced by Florida seaports exceeds \$245.6 million dollars.

- c. Immediate effects of the problem and how the effects may manifest over time.** Florida's seaports are economic engines for the United States economy that create primary, secondary and tertiary economic activities throughout the nation. In Florida alone, seaports have a \$117.6 billion positive economic impact and account for more than 900,000 direct and indirect jobs.

Florida seaports have business operations that generate operating revenues. The overwhelming majority of operating revenues are utilized for the expansion or upgrading of tourism, transportation, and hospitality facilities. New seaport facilities often last for 30 or more years, and result in multi-generational impacts for Americans. For every \$1.00 dollar invested in Florida seaports, there is nearly a \$7.00 dollar return on investment (or 7:1 ROI) to the United States economy.

As described above, Florida seaports business operations have been affected by required closures and resulting economic fallout both domestically and internationally, which has resulted in economic harms arising from reductions in operating revenues. Immediate effects of the economic harm resulted in delaying expansion or upgrading projects, delaying non-critical maintenance, and reducing work forces.

In general, in early calendar year 2020, the world was uncertain how long the pandemic and related social distancing would continue. By the end of March 2020, Florida seaports were developing business operation scenarios based on projected reopening and recovery timeframes. A range of projections had reopening occurring in July 2020, while more conservative projections planned for twelve months (through February 2021) of required closures. As of July 2021, required full closures for some seaport activities lasted from March 2020 through June 2021 (15 months of negative economic impacts), with partial reopening occurring in late-June 2021.

Generally, in order to cut business expenses, seaports first delayed expansion or upgrading projects that were not already under contract. As described above, seaport investments have a significant (7:1 ROI) and

⁵ U.S. Department of the Treasury, *supra* note 1, p. 26786.

⁶ Visit Florida. (2021). Florida Visitor Estimates (07/09/2021), <https://www.visitflorida.org/resources/research/>.

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long-term (≥30 year) positive impact on the United States economy. Delaying a project for a year, is a year that the United States economy does not benefit from the multiplied (7x) positive economic impacts of a given project. Despite sharply declining business revenues and uncertainties in future business cash flow, some expansion or upgrading projects continued, some of which were goodwill projects to keep the economy of the United States moving forward. These continuing projects have further eaten away any business operating revenues and the long-term fiscal ability of seaports to recover.

Early on, seaports remained hopeful that business would return to normal, keeping full payrolls of staff ready for their doors to reopen to returning customers. In addition, the seaport industry is complex, and training staff for most entry-level positions takes an average of six to nine months. In other words, if a new business owner wanted to open their doors to customers, at a minimum, they would need to hire and train entry-level staff during the preceding six months leading up to the first day of customer service delivery.

Delaying maintenance of seaport facilities located in a corrosive saltwater environment, manifests over time in terms of both costs and duration of time a facility may need to be taken out of service to customers. Long-term increased maintenance costs reduce funding available to complete other business investments, which reduces overall economic activity. Increasing the duration of time in which a facility is out of service reduces the national economic activity associated with the facility being in service.

Despite the economic fallout from the pandemic and documented economic harms Florida seaports have experienced, Florida seaports have continued to contribute to the national economy by maintaining primary jobs, creating secondary jobs across their regions, and keeping their doors open to a significantly reduced customer base. They have also continued to complete critical maintenance projects to prevent facilities from failing pre-maturely and to maintain readiness for returning customers once the nation reopened. These investments in the United States economy have resulted in 'bleeding' of business expenses during a period of significant reductions in customers and resulting significant declines in business revenues.

Finally, as described above, Florida's seaports are economic engines for the United States economy. Stabilizing Florida seaports is a critical need for the United States and will lay the foundation for a strong national recovery by catalyzing broader economic recovery and rebuilding. Because of their significant economic impact, delaying recovery of Florida seaports will manifest over time as delayed national recovery.

- d. Use of funding.** To use SLFRF Program funds to provide a substantial infusion of fiscal resources to immediately stabilize sub-recipients for economic harms experienced by those sub-recipients and provide working capital to lay the foundation for a strong and equitable recovery.
- e. How the use addresses the need or responds to the identified need.** Sub-recipient seaports have experienced significant economic harms due to the pandemic and need to be immediately stabilized with a substantial infusion of fiscal resources. The Department will address the identified need by providing a substantial infusion of fiscal resources to immediately stabilize sub-recipients and provide working capital to lay the foundation for a strong and equitable recovery.
- f. Evidenced-based intervention.** SLFRF Program funds will be used as an intervention to provide a substantial infusion of fiscal resources. Evaluation of program outcomes will use preliminary evidence via tracking program sub-recipient statistics and measuring sub-recipient responses at the end of the program. Sub-recipient statistics will be collected for sub-recipient fiscal years 2016 through 2019, which includes the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), to establish a performance baseline and pre-pandemic trend. Statistics will be collected annually for sub-recipient fiscal years 2020 through 2026, to monitor annual progress and measure sub-recipient responses at the end of the program. Variables that will be collected, monitored and used to measure sub-recipient responses at the end of the program, include: direct jobs, operating revenues, operating expenses, total cargo tonnage, and total passenger movements. Table 9 illustrates how data will be collected to evaluate program outcomes. Sub-recipients will report data in their respective Quarterly Project and Expenditure Reports.

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Table 9. Variables Collected to Measure Sub-recipient Responses

Sub-recipient Fiscal Year	Direct Jobs	Operating Revenues	Operating Expenses	Total Cargo Tonnage	Total Passenger Movements
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					

7. **Allowable and unallowable cost.** The Interim Final Rule (IFR) RIN 1505-AC77, published in the Federal Register on May 17, 2021, by the United States Department of Treasury, provides examples of allowable and unallowable uses of fiscal recovery funds.⁷
- a. **Allowable costs.** Example eligible uses that are applicable to sub-recipients, are grouped into categories and listed in Table 10. Allowable costs do not have to be COVID-19 related; however, sub-recipients will have to report how SLFRF Program funds are used to respond to negative economic impacts or lay the foundation for a strong and equitable recovery.

Table 10. Allowable Costs

Category	Description	Source
Job Training	Job training to accelerate rehiring of unemployed workers.	IFR 26794
Cash Transfers to Employees	A cash transfer program may focus on unemployed workers or low- and moderate-income families, which have faced disproportionate economic harms due to the pandemic. Cash transfers must be reasonably proportional to the negative economic impact they are intended to address.	IFR 26794
Survivor Benefits	Survivor’s benefits to surviving family members of COVID–19 victims, or cash assistance to widows, widowers, and dependents of eligible COVID–19 victims.	IFR 26794

⁷ Title 2 Code of Federal Regulations, Sections 200.420 - 200.476, list General Provisions for Selected Items of Cost, including allowable and unallowable costs. For example, Section 200.423 explicitly states: Costs of alcoholic beverages are unallowable.

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Operating Expenses	Payroll and benefits expenses, costs to retain employees, mortgage, rent, utilities expenses, and other operating expenses (e.g., maintenance of infrastructure, modernization of cybersecurity (hardware, software), environmental remediation, educational services, and provision safety services).	IFR 26794, 26795 and 26801
Biological Incident, Physical and Operational Changes	Costs to implement biological prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions.	IFR 26789 and 26790
Vaccination, Testing and Tracing	COVID-19 vaccination, testing, or contact tracing programs.	IFR 26790, 26795 and 26821
Business Planning	Technical assistance, counseling, or other services to assist with business planning needs.	IFR 26795
Rehiring Cost	Including payroll, covered benefits, and other costs associated with rehiring staff, up to the pre-pandemic staffing level.	IFR 26795
Personal Protective Equipment	Provision of masks or personal protective equipment.	IFR 26789, 26795 and 26821
Reopening Plans	Consultation with infection prevention professionals to develop safe reopening plans.	IFR 26795
Capital Expenditures (Facility Expansions or Upgrades)	Expansion or upgrade (maintenance of infrastructure) of tourism, transportation, and hospitality facilities.	IFR 26795 and 26801

- b. Unallowable costs.** The Interim Final Rule (IFR) RIN 1505-AC77, published in the Federal Register on May 17, 2021, by the United States Department of Treasury, specifically list major types of unallowable cost which are referenced in Table 11. In addition, allowable cost that have previously been reimbursed or subsidized from other non-subrecipient sources are unallowable costs.

Table 11. Unallowable Costs

Category	Description	Source
Reserves	Direct contributions to rainy day funds and similar financial reserves.	IFR 26796 and 26801
Debt Service	Payment of interest or principal on outstanding debt instruments, including, for example, short-term revenue or tax anticipation notes, or other debt service costs incurred prior to March 3, 2021.	IFR 26796 and 26801
Non-federal match	Funds are subject to pre-existing limitations provided in other Federal statutes and regulations and may not be used as non-Federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements.	IFR 26811

- 8. Disbursement and documentation procedures.** Due to documented economic harms experienced by sub-recipients, sub-recipients lack sufficient working capital, and therefore, substantial infusion of fiscal resources

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will occur as cash transfers on a working capital advance basis (i.e., Advance Payment(s)).⁸ Total cash transfers to each sub-recipient will be equal to or less than the Maximum Federal Financial Assistance amount, listed in **Exhibit B, Schedule of Financial Assistance**.

- a. **Grant agreement.** The Department enters into grant agreements with each of the fourteen (14) individual sub-recipient seaports.
- b. **Response spending plan.** Prior to submitting a first invoice, sub-recipients must utilize the template included in **Exhibit H, Response Spending Plan**, to develop and submit a response spending plan to the Department. The response spending plan will outline how SLFRF Program funds disbursed through a first invoice will be used to respond to negative economic impacts and lay the foundation for a strong and equitable recovery.
- c. **First invoice.** Sub-recipients will use **Exhibit F, Project Invoice Form**, to submit invoices. For the first invoice, sub-recipients may invoice the Department for an amount equal to or less than 50% of the respective amount listed in **Exhibit B, Schedule of Financial Assistance**.⁹ The first invoice amount must also be equal to or less than the allowable costs incurred on or after March 3, 2021, through the invoice date. The first invoice amount must also be equal to or less than the planned allowable expenditures for 90 days after the invoice date (i.e., 90-days of working capital). The first invoice amount must also be equal to or less than the total amount listed in an approved response spending plan.
- d. **Transfer and deposit.** Funds are disbursed as advance payments to sub-recipient. Sub-recipients deposit funds into a dedicated (i.e., non-comingling), interest generating account.¹⁰
- e. **Package of supporting documentation.** On or within 90 days of the first or most recent invoice disbursement date, sub-recipients submit an electronic supporting documentation package to the Department.¹¹
 - i. **Cover sheet.** The package will contain a cover sheet, which lists allowable costs by category (see Table 10) incurred on or after March 3, 2021.¹² The cover sheet will itemize allowable costs by category and calculate a total allowable cost. The sub-recipient will report, and list interest earned as of the documentation date and subtract this amount from the total allowable cost to establish a grand total. The sub-recipient will then list the balance of SLFRF held in the interest generating account and subtract the grand total of allowable costs incurred, to establish a reported SLFRF remaining balance. If the grand total of allowable costs incurred exceeds the balance of transferred SLFRF funds, this should be represented and reported as a negative SLFRF remaining balance.
 - ii. **Package.** The cover sheet will be followed by a current bank statement for the interest generating account and detailed documentation to support the allowable costs reported in the cover sheet. The package will include one or more tables which list and summarize expenditures (i.e., invoice or purchase order number and date; vendor name; service dates; dollar amount) in the order the supporting documentation appears in the package.¹³ The package must include tabs and organize supporting

⁸ See 2 CFR § 200.305(b)(4). Determination: The pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, and therefore the pass-through entity may provide cash on a working capital advance basis.

⁹ Per U.S. Department of the Treasury SLFRF transfer methodology, "substantial infusion" of fiscal resources has occurred as Tranches (e.g., 50% of the recipient's allocated amount).

¹⁰ Note: Subsequent transfers must be placed into the same dedicated sub-recipient account.

¹¹ Note: Disbursement dates are listed on Florida Department of Financial Services' Florida Accountability Contract Tracking System (FACTS), available on the web at: <https://facts.fldfs.com/>

¹² Note: For subsequent packages (i.e., second package and beyond) sub-recipients will not include cost or supporting documentation which have been included or documented in previous packages.

¹³ Note: Expenditure summary tables should allow the Department to conduct an expedited review of included supporting documentation.

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documentation by allowable costs category. The final tab and component of the package is an updated response spending plan.

- iii. **Response spending plan.** If an SLFRF remaining balance is reported, the Sub-recipient describes in detail and supported by an itemization of allowable costs by category, how the remaining balance will be spent down to achieve a zero balance within 90 days of the supporting documentation package submittal date. The itemization of anticipated allowable costs by category may exceed the reported SLFRF remaining balance. The response spending plan must be reasonable and achievable.
 - iv. **Transferring funds from account.** On or after the supporting documentation package submittal date, the Sub-recipient may transfer from the interest generating account: the reported interest earned, and the reported grand total of allowable costs incurred. The Sub-recipient does not need approval from the Department to transfer funds.
- f. **Subsequent invoice(s).** On or after the most recently submitted documentation package submittal date, Sub-recipients may submit an invoice to the Department once either of the following criteria have been met:
- i. **Exhausted all previously advanced funds.** The Sub-recipient has exhausted (or spent down) previously advanced SLFRF funds. For administrative convenience, the Department will consider previously advanced SLFRF funds to be exhausted, if the SLFRF remaining balance reported is equal to or less than reported interest earned during the covered period. If applicable, the invoice amount must first include an amount equal to the negative SLFRF remaining balance reported and documented in the most recently submitted package of supporting documentation. Since supporting documentation has already been submitted for this amount, this amount should be clearly demarcated separately in the invoice package as "Previously Incurred Cost."

The sub-recipients may also invoice an amount equal to or less than 50% of the respective amount listed in **Exhibit B, Schedule of Financial Assistance**. This amount must also be equal to or less than the value of any additional previous cost incurred, and the anticipated allowable cost for 90 days following the invoice date and supported by an updated response spending plan. The response spending plan must be approved by the Department prior to disbursement of funds.

- ii. **Cost reimbursement.** The response spending plan must be reasonable and achievable. If the Sub-recipient does not achieve a previously submitted and approved response spending plan, through the spend-down of advanced funding, the Sub-recipient will not be eligible to submit subsequent invoices for advance payment (i.e., 90-days of working capital), and subsequent invoices will only be compensated on a cost-reimbursement basis. The response spending plan is also not considered to be achieved if the Sub-recipient does not submit a supporting documentation package on or within 90 days of the most recent advance payment invoice disbursement date.

If an SLFRF remaining balance is reported in the most recently submitted package of supporting documentation, the sub-recipient prepared a response spending plan and described in detail how the remaining balance will be spent down to achieve a zero balance within 90 days of the supporting documentation package submittal date. Once cost have been incurred, the sub-recipient may submit a cost-reimbursement invoice to Department.

Cost reimbursement invoice packages must be accompanied with a corresponding response spending plan and supporting documentation. Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

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- 9. Supporting documentation.** Supporting documentation must conform to Florida Department of Financial Services, Reference Guide for State Expenditures.¹⁴ Supporting documentation shall be submitted for each amount being claimed and 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.
- 10. Quarterly and annual reporting.** Sub-recipients will comply with all sub-recipient reporting requirements, as outlined in this Agreement, and more broadly outlined in U.S. Department of the Treasury’s Compliance and Reporting Guidance, first published June 17, 2021, and as amended. Required reporting items are listed in **Exhibit I, Quarterly Project and Expenditure Report**. Reporting format may change as the State of Florida implements statewide-wide reporting. Quarterly reports are due on or before the due dates listed in Table 12. The State of Florida is responsible for collating reporting information for all sub-awards of SLFRF Program funds and reporting collated information to the federal government approximately 15 days following the dates listed in Table 12 (e.g., Florida’s due date for the 3rd Quarter of 2021 is October 31, 2021). Therefore, timely submittal of sub-recipients’ reports to the Department is critical.

Table 12. Quarterly Report Periods and Due Dates

Report	Year	Quarter	Period Covered	Due Date
1	2021	3	Grant start date - 09/30	10/15/2021
2	2021	4	10/01 - 12/31	1/15/2022
3	2022	1	01/01 - 03/31	4/15/2022
4	2022	2	04/01 - 06/30	7/15/2022
5	2022	3	07/01 - 09/30	10/15/2022
6	2022	4	10/01 - 12/31	1/15/2023
7	2023	1	01/01 - 03/31	4/15/2023
8	2023	2	04/01 - 06/30	7/15/2023
9	2023	3	07/01 - 09/30	10/15/2023
10	2023	4	10/01 - 12/31	1/15/2024
11	2024	1	01/01 - 03/31	4/15/2024
12	2024	2	04/01 - 06/30	7/15/2024
13	2024	3	07/01 - 09/30	10/15/2024
14	2024	4	10/01 - 12/31	1/15/2025

¹⁴ The Florida Department of Financial Services, Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CORONAVIRUS STATE FISCAL RECOVERY FUNDS
SUBRECIPIENT GRANT AGREEMENT

EXHIBIT H

RESPONSE SPENDING PLAN

1. Project.

- a. Sub-recipient: City of Pensacola, Port of Pensacola
- b. Project Name: Coronavirus State Fiscal Recovery Funds
- c. Grant Number: _____

2. General. Prior to submitting an invoice, Sub-recipient will utilize this template to develop and submit a response spending plan to the Department. The response spending plan will outline how Coronavirus State and Local Fiscal Recovery Funds (SLFRF) disbursed through an invoice will be used to respond to negative economic impacts and lay the foundation for a strong and equitable recovery.

3. Table of incurred or planned expenditures. The Sub-recipient will fill out Table 1 to provide a tabular summary of previously incurred costs and planned allowable costs. Previously incurred costs are those costs incurred on or after March 3, 2021, through the submittal date of the response spending plan. Planned costs are expenditures planned for the 90-day period following the submittal date of the response spending plan (i.e., 90-days of working capital).

Table 1. Previous Cost Incurred and Planned Allowable Costs

Category	Previously Incurred Cost (March 3, 2021, thru Submittal Date of Response Spending Plan)	Planned Cost (to be incurred within 90 Days of Response Plan Submittal Date)	Grand Total
Job Training	\$0.00	\$0.00	\$0.00
Cash Transfers to Employees	\$0.00	\$0.00	\$0.00
Survivor Benefits	\$0.00	\$0.00	\$0.00
Operating Expenses	\$0.00	\$0.00	\$0.00
Biological Incident, Physical and Operational Changes	\$0.00	\$0.00	\$0.00
Vaccination, Testing and Tracing	\$0.00	\$0.00	\$0.00
Business Planning	\$0.00	\$0.00	\$0.00
Rehiring Cost	\$0.00	\$0.00	\$0.00
Personal Protective Equipment	\$0.00	\$0.00	\$0.00
Reopening Plans	\$0.00	\$0.00	\$0.00
Capital Expenditures (Facility Expansions or Upgrades)	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

4. Accounting methodology. Sub-recipient may provide data on a cash, accrual, or modified accrual basis, provided that Sub-recipient is consistent in their choice of methodology throughout the covered period and until reporting is no longer required. Sub-recipient's choice of methodology is _____ .

5. Narratives of incurred or planned expenditures. The Sub-recipient will provide a qualitative narrative for each category of planned costs, describing planned expenditures. The narratives should describe major cost

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CORONAVIRUS STATE FISCAL RECOVERY FUNDS
SUBRECIPIENT GRANT AGREEMENT

for each category and how the expenditures respond to negative economic impacts and lay the foundation for a strong and equitable recovery. Language and adjectives can be concise.

- a. **Job Training, narrative of expenditures.**

 - b. **Cash Transfers to Employees, narrative of expenditures.**

 - c. **Survivor Benefits, narrative of expenditures.**

 - d. **Operating Expenses, narrative of expenditures.**

 - e. **Biological Incident Physical and Operational Changes, narrative of expenditures.**

 - f. **Vaccination, Testing and Tracing, narrative of expenditures.**

 - g. **Business Planning, narrative of expenditures.**

 - h. **Rehiring Cost, narrative of expenditures.**

 - i. **Personal Protective Equipment, narrative of expenditures.**

 - j. **Reopening Plans, narrative of expenditures.**

 - k. **Capital Expenditures (Facility Expansions or Upgrades), narrative of expenditures.**
6. **Notice.** If the Sub-recipient does not achieve a previously submitted and approved response spending plan, through the spend-down of advanced funding, the Sub-recipient will not be eligible to submit subsequent invoices for advance payment (i.e., 90-days of working capital), and subsequent invoices will only be compensated on a cost-reimbursement basis.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CORONAVIRUS STATE FISCAL RECOVERY FUNDS
SUBRECIPIENT GRANT AGREEMENT

7. **Certification.** The undersigned Authorized Official certifies that the information provided in this response spending plan, is true and correct.

Name: _____

Title: _____

Signature: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CORONAVIRUS STATE FISCAL RECOVERY FUNDS
SUBRECIPIENT GRANT AGREEMENT**

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EXHIBIT I

QUARTERLY PROJECT AND EXPENDITURE REPORT

1. **General.** Sub-recipients must comply with all sub-recipient reporting requirements, as outlined in this Agreement, and more broadly outlined in U.S. Department of the Treasury's Compliance and Reporting Guidance, first published June 17, 2021, and as amended. Required reporting items are listed in the following sections.
2. **Report details.**
 - a. **Submittal Date:** {Date submitted to the Department}
 - b. **Report:** {1, 2, 3, 4, etc.}
 - c. **Year:** {calendar year}
 - d. **Quarter:** {calendar quarter; 1, 2, 3, 4}
 - e. **Period Covered:** {calendar quarter; MM/DD/YYYY – MM/DD/YYYY}
 - f. **Due Date to Department:** {within 15 days after end of calendar quarter}
3. **Project description.**
 - d. **Sub-recipient:** {Insert legal seaport name}
 - e. **Project Name:** {Project name provided by Department}
 - f. **Grant Number:** {Insert Department grant number}
 - g. **Project Expenditure Category:** Negative Economic Impacts (EC2)
 - h. **Description** (between 50 and 250 words): To use Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to respond to the negative economic impacts of the COVID-19 public health emergency, by providing a substantial infusion of fiscal resources to immediately stabilize sub-recipient Florida seaports for negative economic impacts experienced by those sub-recipients and provide working capital to lay the foundation for a strong and equitable national recovery.
 - i. **Status of Completion:** {Select: Not started, Completed less than 50 percent, Completed 50 percent or more, Completed}
4. **Expenditures.**
 - a. **Current period obligation:** {Insert encumbered state grant amount}
 - b. **Cumulative obligation:** {Insert encumbered state grant amount}
 - c. **Current period expenditure:** {Insert cost incurred during period}
 - d. **Cumulative expenditure:** {Insert cumulative cost incurred, during previous and current periods}
5. **Subawards.** Provide the following information for each contract, Grant, Loan, Transfer or Direct Payment greater than or equal to \$50,000:
 - a. Subrecipient identifying and demographic information (e.g., DUNS number and location):
 - b. Award number (e.g., Award number, Contract number, Loan number):
 - c. Award date, type, amount, and description:
 - d. Award payment method (reimbursable or lump sum payment(s)):
 - e. For loans, expiration date (date when loan expected to be paid in full):
 - f. Primary place of performance:
 - g. Related project name(s):
 - h. Related project identification number(s) (created by the recipient):
 - i. Period of performance start date:
 - j. Period of performance end date:
 - k. Quarterly obligation amount:
 - l. Quarterly expenditure amount:
 - m. Project(s):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CORONAVIRUS STATE FISCAL RECOVERY FUNDS
SUBRECIPIENT GRANT AGREEMENT

j. Additional programmatic performance indicators: Negative Economic Impacts (EC2)

6. **Key performance indicators.** SLFRF Program funds will be used as an intervention to provide a substantial infusion of fiscal resources. Evaluation of program outcomes will use preliminary evidence via tracking program Sub-recipient statistics and measuring Sub-recipient responses at the end of the program. Sub-recipient statistics will be collected for Sub-recipient fiscal years 2016 through 2019, which includes the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), to establish a performance baseline and pre-pandemic trend. Statistics will be collected annually for Sub-recipient fiscal years 2020 through 2026, to monitor annual progress and measure Sub-recipient responses at the end of the program. Variables that will be collected, monitored and used to measure Sub-recipient responses at the end of the program, include: direct jobs, operating revenues, operating expenses, total tonnage, and total passenger movements. Sub-recipients will use the table below to report the required data.

Table 1. Variables Collected to Measure Sub-recipient Responses

Sub-recipient Fiscal Year	Direct Jobs	Operating Revenues	Operating Expenses	Total Tonnage	Total Passenger Movements
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CORONAVIRUS STATE FISCAL RECOVERY FUNDS
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EXHIBIT J

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. 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 categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

- 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 or electronic means.
- 4. Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- 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.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>

**RESOLUTION
NO. 2021-82**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. PORT FUND

As Reads	State Grants	1,175,353
To:		
Reads	State Grants	1,982,125
As Reads	Operating Expenses	1,465,167
To:		
Reads	Operating Expenses	2,271,939

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

SEPTEMBER 2021 - SUPPLEMENTAL BUDGET RESOLUTION - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT - RES NO. 2021-82

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
PORT FUND		
Estimated Revenues		
State Grants	806,772	Increase estimated revenue from State Grants
Total Revenues	<u>806,772</u>	
Appropriations		
Operating Expenses	<u>806,772</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>806,772</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-82

City Council

9/23/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-82 - PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT #449499-2-84-01 SEAPORT COVID RELIEF GRANT FOR SEAPORTS

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-82.

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:

Florida Seaport Transportation Economic Development (FSTED) was awarded 250 million dollars to support economic recovery for Florida ports through the American Rescue Plan Act (ARPA). The Port of Pensacola was awarded \$806,772 as a sub-recipient to this grant program. This grant is for reimbursement of capital expenditures (facility expansions or upgrades) and operating expenses. Allowable costs do not have to be COVID-19 related; however, sub-recipients will have to report how program funds are used to respond to negative economic impacts and lay the foundation for a strong and equitable recovery.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the FSTED Grant funds in the

amount of \$806,772. No matching funds are required.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

[Click here to enter a date.](#)

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy S. Miller, Deputy City Administrator - Administration and Enterprise
M. Clark Merritt, Port Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-82
- 2) Supplemental Budget Explanation No. 2021-82

PRESENTATION: No

**RESOLUTION
NO. 2021-82**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. PORT FUND

As Reads	State Grants	1,175,353
To:		
Reads	State Grants	1,982,125
As Reads	Operating Expenses	1,465,167
To:		
Reads	Operating Expenses	2,271,939

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

SEPTEMBER 2021 - SUPPLEMENTAL BUDGET RESOLUTION - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT - RES NO. 2021-82

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
State Grants	806,772	Increase estimated revenue from State Grants
Total Revenues	<u>806,772</u>	
Appropriations		
Operating Expenses	<u>806,772</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>806,772</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-63

City Council

9/23/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-63 - APPROPRIATING FUNDING FOR THE STREET RECONSTRUCTION PROJECT FOR SOUTH "S" STREET AND SOUTH "P" STREET

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-63.

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:

On September 20, 2017, City Council appropriated \$1,516,000 of Local Option Sales Tax Series IV funds for the West Cervantes Street Corridor Improvements Project. City of Pensacola entered into a Locally Funded Agreement with The State of Florida Department of Transportation and contributed to them a lump sum payment in the amount \$1 Million dollars to which they undertook and administered this project.

Engineering and Construction Services is requesting that City Council authorize the transfer and use of the remaining budget balance in the West Cervantes Street Corridor Improvements which is available within the Local Option Sales Tax Fund. Specifically, the remaining balance of \$516,000.00 be utilized to fund a Street Reconstruction Project for South "S" Street and South "P" Street funded within the Local Option Sales Tax Fund.

To expound, both S. "P" Street and S. "S" Street between Jackson Street and Cervantes Street meet established criteria for reconstruction, are substandard in nature, lack curb and gutter, and pose a potential safety hazard in their current state. Given their connection to West Cervantes and the need to upgrade these streets to City standard, it has been determined the use of the remaining \$516,000 is reasonable.

This \$516,000 will be required for the entirety of this project including survey, design, bidding, and

construction. As a significant cost saving measure, the survey will be provided by the City Surveyor and the entirety of the design, bidding, and project management will be performed by the City Engineer and his staff. Should this project go through the bidding process and result in the \$516,000 being depleted, the funding shortage will be covered by the LOST funds for sidewalk improvements.

PRIOR ACTION:

July 18, 2019 - City Council authorized the execution of a Locally Funded Agreement (LFA) with FDOT relating to cost sharing for the West Cervantes Street corridor pedestrian safety improvement, complete streets and corridor management project.

June 14, 2018 - City Council authorized the use of funds dedicated to West Cervantes Street Corridor for short-term improvements.

September 20, 2017 - City Council appropriated \$1,516,000 of Local Option Sales Tax Series IV funding in Fiscal Year 2018 for West Cervantes Street Corridor Improvements.

FUNDING:

Budget: \$516,000

Actual: \$516,000

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will shift funds from the West Cervantes Street Corridor Improvements Project to the Street Reconstruction Project for South "S" Street and South "P" Street. Any funding shortage will be covered by the LOST funds for sidewalk improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

[Click here to enter a date.](#)

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

David Forte, Interim Public Works & Facilities Department Director/Capital Improvements Project Manager

Brad Hinote, PE - City Engineer

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-63
- 2) Supplemental Budget Explanation No. 2021-63

PRESENTATION: No

**RESOLUTION
NO. 2021-63**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. LOCAL OPTION SALES TAX FUND

As Reads	Capitla Outlay	21,190,056
Amended		
To Read:	Capitla Outlay	21,190,056

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

**SEPTEMBER 2021 - BUDGET RESOLUTION - REALLOCATION OF LOST IV PROJECTS - STREET RECONSTRUCTION PROJECT FOR SOUTH "S" AND SOUTH "P" STREET
EXPLANATION NO. 2021-63**

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
LOCAL OPTION SALES TAX FUND		
Appropriations		
Capital Outlay - West Cervantes Corridor	(516,000)	Decrease appropriation for West Cervantes Corridor
Capital Outlay - Street Reconstruction	<u>516,000</u>	Increase appropriation for Street Reconstruction
Total Appropriations	<u><u>0</u></u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-81

City Council

9/23/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2021-81 AUTHORIZING THE COMMUNITY REDEVELOPMENT AGENCY TO APPLY FOR AND ACCEPT A FDOT BEAUTIFICATION GRANT FOR CONSTRUCTING LANDSCAPE IMPROVEMENTS WITHIN THE GARDEN STREET CORRIDOR

RECOMMENDATION:

That City Council adopt Resolution No. 2021-81:

A RESOLUTION OF THE CITY OF PENSACOLA COUNCIL AUTHORIZING THE COMMUNITY REDEVELOPMENT AGENCY TO APPLY FOR AND ACCEPT A FDOT BEAUTIFICATION GRANT AND ENTER INTO A BEAUTIFICATION GRANT AGREEMENT AND A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING AN EFFECTIVE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The FDOT Beautification Grant offers funding in the amount of up to \$100,000 for landscape improvements to state transportation facilities, such as Garden Street, with a suggested fifty-percent (50%) local match. To apply for the opportunity, the CRA and City Council must adopt resolutions authorizing the CRA to apply for and accept the grant and to maintain the improvements. If awarded, the improvements would be maintained under the CRA's existing interlocal agreement for landscape, park, public space and accessibility improvement maintenance services with the City of Pensacola.

In 2018, the CRA previously applied for, and was awarded, a State of Florida Beautification Grant from FDOT to make and maintain landscape improvements in the median of W Garden from Alcaniz Street to A Street. Design for that project has recently been completed and it is anticipated that bidding for construction will ensue in the Fall. Staff has prepared an additional application to FDOT for grant funds to beautify and enhance the section of Garden Street west of A Street. Should the application be submitted and funds awarded, the CRA will be able to complete the improvement of the entire W. Garden Street median and add beautification to the westside of the Pensacola inner city.

A resolution of the CRA and City Council must accompany the application. The application submission deadline is October 1, 2021. Due to the time sensitive nature of the application process, the CRA and City Council resolutions must be adopted in September to successfully submit a grant application.

PRIOR ACTION:

September 10, 2018 - CRA adopted a resolution authorizing staff to apply for and accept an FDOT Beautification Grant for West Garden Street from Alcaniz to A Street.

FUNDING:

N/A

FINANCIAL IMPACT:

Once final approval of grant has been made by FDOT and the actual amount of funding to be awarded is known a supplemental budget resolution request will be brought to the CRA and City Council for appropriation of the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

[Click here to enter a date.](#)

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
David Forte, Interim Public Works & Facilities Department Director/Capital Improvements Project Manager
Brad Hinote, City Engineer

ATTACHMENTS:

- 1) Resolution No. 2021-81

PRESENTATION: No

RESOLUTION NO. 21-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING THE COMMUNITY REDEVELOPMENT AGENCY TO APPLY FOR AND ACCEPT A FDOT BEAUTIFICATION GRANT AND ENTER INTO A BEAUTIFICATION GRANT AGREEMENT AND A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation offers a competitive grant program, known as the “FDOT Beautification Grant Program,” for the beautification of state transportation facilities through landscape improvements; and

WHEREAS, the City Council of the City of Pensacola has an interest in constructing landscape improvements within the Garden Street corridor to support revitalization in accordance with the City’s adopted Westside Community Redevelopment Area Plan; and

WHEREAS, in order that these improvements may be constructed to the fullest extent, the City Council of the City of Pensacola authorizes the City of Pensacola Community Redevelopment Agency to apply for and accept a Beautification Grant and enter into a Beautification Grant Agreement and a Landscape Construction and Maintenance Memorandum of Agreement between the City of Pensacola, the City of Pensacola Community Redevelopment Agency and the Florida Department of Transportation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA THAT:

Section 1. The City Council of the City of Pensacola hereby authorizes the City of Pensacola Community Redevelopment Agency to apply for a Beautification Grant from the Florida Department of Transportation and if awarded, to accept the grant, and enter into a Beautification Grant Agreement and a Landscape Construction and Maintenance Memorandum of Agreement between the City of Pensacola, the City of Pensacola Community Redevelopment Agency and the Florida Department of Transportation.

Section 2. The City Council of the City of Pensacola authorizes the Mayor to take all actions necessary to effectuate the provisions of this Resolution.

Section 3. The City Clerk of the City of Pensacola is hereby directed to send copies of this Resolution to the City of Pensacola Community Redevelopment Agency to attach to its application package for submission to the Florida Department of Transportation and all other persons as directed by the City Council.

Section 4. This Resolution shall take effect upon the fifth day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola, Florida.

Adopted: _____

Approved: _____
President of City Council

ATTEST:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 35-21

City Council

9/23/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 35-21 - AMENDMENT TO THE LAND DEVELOPMENT CODE - RESIDENTIAL DENSITY TRANSFERS

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 35-21 on second reading.

AN ORDINANCE AMENDING SECTION 12-3-109 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, ESTABLISHING A PROCESS FOR THE APPROVAL OF RESIDENTIAL DENSITY TRANSFERS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

The Comprehensive Plan Objective FLU-1.8: "Provide for effective land development opportunities while allowing for innovative solutions through the Land Development Code" was amended by the Planning Board and City Council in order to provide for density transfers between parcels as an additional means to provide flexibility within areas where redevelopment and/or affordable housing is desirable. Subsequent to City Council approval City staff prepared the necessary amendments to the Land Development Code to align with the changes made to the Comprehensive Plan.

The proposed amendment will allow for residential density transfers above the limit otherwise established by the future land use category. Per Comprehensive Plan Objective FLU-1.8, Policy FLU-1.8.3: "Density transfers shall be a direct transfer of unutilized density from a donor site to a receiving site, subject to the City's land development and density transfer regulations."

The transfer may be approved in exchange for the construction of affordable housing and as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space and provide public benefit uses including access to the waterfront. All density transfers shall be approved by the Planning Board.

On July 2, 2019 the Planning Board recommended approval of the amendment to the Comprehensive Plan allowing for residential density transfers.

On August 10, 2021 the Planning Board recommended approval of the proposed amendment to the Land Development Code allowing for residential density transfers.

PRIOR ACTION:

September 9, 2021 - City Council voted to approve Proposed Ordinance No. 35-21 on first reading.

August 13, 2020 - City Council approved an amendment to the Comprehensive Plan that included the addition of language allowing for residential density transfers.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/10/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Sherry Morris, AICP, Planning Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 35-21
- 2) Planning Board Minutes August 10, 2021

PRESENTATION: No

PROPOSED
ORDINANCE NO. 35-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-3-109 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, ESTABLISHING A PROCESS FOR THE APPROVAL OF RESIDENTIAL DENSITY TRANSFERS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a public hearing was held on September 9, 2021, as to amending Section 12-3-109 of the Code of the City of Pensacola, Escambia County, Florida;

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

SECTION 1. Section 12-3-109 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-3-109.

Residential density bonuses. Residential density bonuses above the limit otherwise established by future land use category may be approved in exchange for the construction of affordable housing and as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, and provide public benefit uses including access to the waterfront. Standards for approval shall be as follows:

- (1) Density bonuses and transfers for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall not exceed 10% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.

- (2) Density transfers of up to 50% of the limit otherwise established by the land use category of the donor site may be approved for superior building and site design, preservation of archeologically and environmentally sensitive lands and open space, and provision of public benefit uses, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- (3) Density bonuses and transfers for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produces a more desirable product than the same development without the bonus.
- (4) Density bonuses for the provision of affordable housing shall not exceed 25% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- (5) Density transfers of up to 50% of the limit otherwise established by land use category of the donor site may be permitted for the provision of affordable housing, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- (6) Density bonuses and transfers for the provision of affordable housing shall be based upon ratios of the amount of affordable housing to market rate housing within a proposed residential development and shall include mechanisms to assure that the units remain affordable for a reasonable timeframe such as resale and rental restrictions and rights of first refusal.

- (7) Density transfers of up to 50% of the limit otherwise established by the land use category of the donor site may be permitted for proposed developments that are compatible with adopted neighborhood and Community Redevelopment Area plans, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- (8) The maximum combined density bonus for superior building and site design, preservation of environmentally sensitive lands and open space, provision of public benefit uses and affordable housing provided to any single development shall not exceed 35% of the limit otherwise established by land use category.
- (9) Density transfers shall be a direct transfer of up to 100% of unutilized residential density from a donor site to a receiving site, subject to applicable land use regulations and site requirements.
- (10) All density bonuses and density transfers shall be approved by the City Planning Board.

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



MINUTES OF THE PLANNING BOARD
August 10, 2021

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

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Clerk Tice, Assistant City Attorney Lindsay, Senior Planner Statler, Capital Improvements Forte, Network Engineer Johnston, Help Desk Technician Russo

STAFF VIRTUAL: Planning Director Morris

OTHERS PRESENT: Jack & Cheri Sparks, Michelle MacNeil, Laurie Flynn Tankersley, Dickie & Jo Heckler, Clint Geci, Kevin Hagen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from July 13, 2021.
- **New Business:**
- 525 Aragon Street – Aesthetic Review – Gateway Review District
- Request for License to Use Right-of-Way - 1154 North 12th Avenue
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of One (1) Parcel Owned by AMR at Pensacola, Inc.
- Amendment to the Land Development Code (LDC) Allowing Density Transfer
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:15 pm with a quorum present. Assistant City Clerk Tice swore in Board members Van Hoose, Villegas, Ritz, Larson and Grundhoefer. Board Member Larson nominated Board Member Ritz for Chairperson, seconded by Board Member Grundhoefer, and it carried 5 to 0; Board Member Grundhoefer nominated Board Member Larson for Vice Chairperson, seconded by Board Member Van Hoose, and it carried 5 to 0.

Chairperson Ritz explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Larson made a motion to approve the July 13, 2021 minutes, seconded by Board Member Grundhoefer, and it carried 5 to 0.

New Business -

3. 525 Aragon Street – Aesthetic Review – Gateway Review District

Michelle MacNeil, Architect, is requesting approval for a new 2-story single-family residence with a detached garage and courtyard located at 525 Aragon Street. The structure provides a front and rear balcony as well as a pergola and patio/pool area between the residence and the detached garage. The Aragon Architectural Review Board approval letter was furnished to the Board. Staff clarified that Aragon was located within the Gateway Review District (GRD) and therefore reviewed by this Board.

Ms. MacNeil presented to the Board and explained this was a side-yard house in Aragon, and the client was hoping to build a principal building toward the front of the site and an outbuilding in the rear. Chairperson Ritz noted the comments from Mr. Crawford supporting the project and had nothing to add except that it was an aesthetically pleasing house. **Board Member Grundhoefer agreed and made a motion to approve, seconded by Board Member Larson, and it carried 5 to 0.**

4. Request for License to Use Right-of-Way – 1154 North 12th Avenue

(Board Member Powell was sworn in and joined the Board.)

Dickie Heckler is requesting approval for a License to Use (LTU) for eleven additional parking spaces within the Right-of-Way at 1154 North 12th Avenue. The additional parking being requested is in conjunction with a proposed new restaurant and includes an easement for a future City sidewalk.

Chairperson Ritz clarified the LTU would actually be on Brainerd Street. Mr. Geci presented to the Board and stated the previous use was a salon, but the current owner was converting the site to a restaurant which triggered an LTU for parking. They proposed gravel parking and addressed concerns of the Engineering Department. Chairperson Ritz explained that the applicants were requesting to use the LTU exclusively for their benefit to say they were their parking spaces, and they could control them, however, the City would still own the property. He pointed out other LTUs within that area and he had no issues with the LTU on Brainerd. He explained the Board's purview was to weigh the merits of an LTU on this parcel and not get in to the details of their site plans or parking count for this project and this meeting. He explained the City had been hesitant to have any LTU on the 12th Avenue thoroughfare.

Board Member Van Hoose verified that the LTU would change the parking lot from grass to gravel with wheel stops. Mr. Geci advised the change was to make it a more permanent parking area. Chairperson Ritz advised this item was in a C-1 zone as opposed to residential. Mr. Geci stated anything new that they proposed would require a permanent surface, and it was requested to be gravel. He stated if they could keep it as grass, they would entertain that, but Engineering had requested it be gravel. Chairperson Ritz stated anything allowed by the City for that size parking lot would be allowed since the Board could not change the LDC for parking lot design. Staff advised the Board was giving the applicant a recommendation for permission to go forward and apply to use this land since

it was City right-of-way. A recommendation could include working with Engineering for some alternative other than gravel alone. Assistant City Attorney Lindsay stated the Board's recommendations were welcome and could be considered. Staff advised Section 12.4.3(2)(b) stated parking lots with ten or less parking spaces may be surfaced with alternative surface materials which included crushed stone, gravel, or other suitable materials. Chairperson Ritz advised the Board's recommendation would be forwarded to Council to accept, reject, or modify. Mr. Geci indicated the Engineering comments involved delineating the parking slots with treated timbers. Staff advised Engineering was making sure the easement was properly recorded for pedestrian ingress, egress and conveyed to the City – there was an easement on this in case the City desired to have a sidewalk in the future. Board Member Villegas did not have a problem with the gravel but was concerned with extra gravel and areas having water runoff. Chairperson Ritz stated when going for construction permits, that issue would be reviewed by City staff since this Board did not review stormwater issues. Mr. Geci explained the stormwater threshold had been reviewed, and they were below the threshold for impervious surface.

Ms. Sparks, owner of the property next door, advised her building was formerly doctors' offices. She now has five clinicians and mental health counselors who see clients in this building. She was concerned when the effect of COVID goes away, crowded parking will return with the new project becoming a restaurant. She asked if she was allowed designated parking in front of her business and how many tables and staff would there be in the new business. Chairperson Ritz offered that the parking along 12th Avenue does not have LTUs, and she could not place signs along 12th Avenue. The number of tables in the restaurant belonged in the permitting process in determining tables to parking spaces. The Board's purview was to determine if the LTU was appropriate for Brainerd Street. Since her business had no parking, she relied on City right-of-way parking, and it was in a neighborhood where that occurred frequently. Staff clarified that since the parking spaces on 12th Avenue were adjacent to the applicants property, they would be allowed to count those spaces toward the required parking requirement, and the LTU was necessary to meet the LDC parking requirements. The LTU spaces could be controlled, but they would not be able to claim the 12th Avenue spaces for their use only.

Mr. Sparks asked about speaking to this item after the meeting, and Chairperson Ritz stated the only time this Board would discuss this item was during this meeting. The Board would make a recommendation, and the item would proceed to Council for consideration.

Mr. Heckler, co-owner of the 1154 property, stated the City indicated they had to pave, rock, or shell the LTU parking area as well as insure it; they were happy to comply and appreciated the opportunity to be in East Hill.

Board Member Grundhoefer made a motion to approve the LTU with the recommendation to Council that they work with City Engineering to allow for grass parking in lieu of gravel. Chairperson Ritz clarified the motion was to approve the LTU with the direction to ask the City Engineering staff to look into allowing grass in place of the gravel parking. Staff advised the previously stated Section 12.4.3(2)(b) referred to parking lots. Chairperson Ritz indicated the way the City applied this section, if the LTU were approved, it would become a parking lot. **The motion was seconded by Board Member Powell and carried 6 to 0.**

5. Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of One (1) Parcel owned by AMR at Pensacola, Inc.

AMR at Pensacola, Inc. officially requested Annexation into the City of Pensacola on June 1, 2021. The requested parcel is located on the southeast corner of the intersection of West Blount Street with North Pace Boulevard which is in an unincorporated portion of Escambia County. The proposed area for annexation is on the west border of the City and is referred to as “AMR Annexation Area.”

The AMR Annexation Area is contiguous to the City and encompasses approximately forty-four-hundredths (0.44) acres. Staff advised the request was simultaneously going before Council for 2nd reading, and the zoning and future land use goal was to be as compatible with the surrounding area as possible (the City area). R-2 zoning regulations Section 12-3-6 – Residential/office land use district, were read to the Board.

Chairperson Ritz stated he believed the intent was to build tiny homes for affordable housing on this site. It was determined this item would go as a recommendation to Council.

Mr. Hagen, President of the Board of Directors for AMR at Pensacola, Inc., advised they were gifted this property from Baptist Hospital, and their intent was to build eight (8) tiny homes. The R-2 designation made sense and worked with their plans. He advised with the annexation zoning established, they would be ready to proceed after the 2nd reading from Council. Staff confirmed the Board was solely approving the zoning district, and annexation was proceeding in Council; after annexation was complete and zoning in place, the applicants were set to move forward with their site planning. The Board’s focus was on the compatibility of the surrounding zoning which was R-2 and office. Planning Director Morris clarified that the City’s LDC already allows for tiny homes not by a specific reference but through our cumulative zoning and density allowances. Inspections submitted the appendix to the Building Code and Council approved it. That allows for tiny homes under the Building Code. State Statute requires that we bring annexed property under the City zoning or future land use districts.

Board Member Van Hoose wanted to make clear that the Board was voting to determine zoning for land currently in the county. Assistant City Attorney Lindsay advised the Board was making a recommendation of a zoning designation for land that is to be annexed; Council would make the final determination.

Board Member Grundhoefer recommended R-2 as appropriate zoning, seconded by Board Member Larson, and it carried 6 to 0.

6. Amendment to the Land Development Code (LDC) – Allowing Density Transfer

Staff stated the Board approved Amendments to the Comprehensive Plan to provide for density transfers between parcels as an additional means to provide flexibility within areas where redevelopment and/or affordable housing was desirable. Per Objective FLU 1.8 and 1.8.3, density transfers shall be a direct transfer of unutilized density from a donor site to a receiving site, subject to the City’s land development and density transfer regulations. A draft of what was approved in July 2019 was given to the Board. When changes are made to the Comprehensive Plan which sets the vision for the City, those changes are reviewed by the Department of Economic Opportunity (DEO) for the State. At that time, the DEO had asked for more specifics in the Comprehensive Plan amendments; the LDC amendments mirror what was approved in the Comprehensive Plan. In order to implement the FLU in the Comprehensive Plan, you must also update the LDC. Chairperson Ritz explained that a landowner might have a parcel that might be undesirable, and they want to take the available residential units on that property and transfer them to a piece of property which may be more desirable – the donor piece gives

up its units to the receiver piece. The Board had approved the Comprehensive Plan language and was now including that language into the LDC to become codified. Board Member Grundhoefer questioned the recent Density Bonus only going before the Building and Inspections Department. Assistant Planning Director Cannon explained that was because of the green building design which was approved by that department. The language states that “all density bonuses and density transfers shall be approved by the City Planning Board.” Appeals would proceed to the Council. Green Building Design proceeds to the Building and Inspections Department. Board Member Villegas inquired about the process for the sites to transfer. Staff advised it there were 35 dwelling units per acre, you can get a 10% density transfer which would add 3.5 more units if you demonstrate you have superior site design. The goal is to incentivize someone to come forward with a high-quality product. It would also promote a more compact and better design. Chairperson Ritz indicated the City was primarily built out, but there might be places people felt were underutilized and should have that density elsewhere. He explained that Council has asked that the Board itemize the rationale for approval or disapproval of these transfers. This applies to Medium Density Residential and greater and does not take away from the Low Density Residential. Board Member Grundhoefer pointed out the language stated approved for superior buildings and site design and preservation of archaeology and environmentally sensitive lands – listing all of the above criteria.

Vice Chairperson Larson made a motion to approve, second by Board Member Grundhoefer, and it carried 6 to 0.

Open Forum -

Discussion – Vice Chairperson Larson welcomed the new members and was glad to see such a diverse group serving on the Board.

Adjournment - With no further business, Chairperson Ritz thanked the Board and adjourned the meeting at 3:20 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 37-21

City Council

9/23/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 37-21 - FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - AMR PENSACOLA, INC

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 37-21 on second reading:

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

HEARING REQUIRED: Public

SUMMARY:

On August 12, 2021, City Council approved the request for voluntary annexation of property owned by AMR Pensacola, Inc. Approval of annexation necessitates a subsequent amendment to the City's Zoning Map and Future Land Use Map to include the annexed area under a City zoning and future land use designation.

In order to remain compatible with the surrounding area, the recommendation is to designate the parcel as R-2 (Residential Office) zoning district, with a corresponding future land use designation of O (Office).

On August 10, 2021, the Planning Board recommended approval of the request with a 6:0 vote.

PRIOR ACTION:

September 9, 2021 - City Council voted to approve Proposed Ordinance No. 37-21 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

8/10/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Sherry H. Morris, AICP, Planning Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 37-21
- 2) Planning Board Minutes August 10 2021 DRAFT
- 3) Future Land Use Map August 2021

PRESENTATION: No

PROPOSED
ORDINANCE NO. 37-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

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

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

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

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

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

LOTS 7 TO 9, BLOCK 20, KUPFRIAN PARK PLAT, RECORDED IN DEED BOOK 62
AT PAGE 245 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
LESS AND EXCEPT PACE BOULEVARD RIGHT OF WAY.

the same is hereby changed to Office Future Land Use District fully as if all of the said real property had been originally included in City of Pensacola Office Future Land Use District.

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

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

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

SECTION 5. This ordinance shall 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
August 10, 2021

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

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Clerk Tice, Assistant City Attorney Lindsay, Senior Planner Statler, Capital Improvements Forte, Network Engineer Johnston, Help Desk Technician Russo

STAFF VIRTUAL: Planning Director Morris

OTHERS PRESENT: Jack & Cheri Sparks, Michelle MacNeil, Laurie Flynn Tankersley, Dickie & Jo Heckler, Clint Geci, Kevin Hagen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from July 13, 2021.
- **New Business:**
- 525 Aragon Street – Aesthetic Review – Gateway Review District
- Request for License to Use Right-of-Way - 1154 North 12th Avenue
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of One (1) Parcel Owned by AMR at Pensacola, Inc.
- Amendment to the Land Development Code (LDC) Allowing Density Transfer
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:15 pm with a quorum present. Assistant City Clerk Tice swore in Board members Van Hoose, Villegas, Ritz, Larson and Grundhoefer. Board Member Larson nominated Board Member Ritz for Chairperson, seconded by Board Member Grundhoefer, and it carried 5 to 0; Board Member Grundhoefer nominated Board Member Larson for Vice Chairperson, seconded by Board Member Van Hoose, and it carried 5 to 0.

Chairperson Ritz explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Larson made a motion to approve the July 13, 2021 minutes, seconded by Board Member Grundhoefer, and it carried 5 to 0.

New Business -

3. 525 Aragon Street – Aesthetic Review – Gateway Review District

Michelle MacNeil, Architect, is requesting approval for a new 2-story single-family residence with a detached garage and courtyard located at 525 Aragon Street. The structure provides a front and rear balcony as well as a pergola and patio/pool area between the residence and the detached garage. The Aragon Architectural Review Board approval letter was furnished to the Board. Staff clarified that Aragon was located within the Gateway Review District (GRD) and therefore reviewed by this Board.

Ms. MacNeil presented to the Board and explained this was a side-yard house in Aragon, and the client was hoping to build a principal building toward the front of the site and an outbuilding in the rear. Chairperson Ritz noted the comments from Mr. Crawford supporting the project and had nothing to add except that it was an aesthetically pleasing house. **Board Member Grundhoefer agreed and made a motion to approve, seconded by Board Member Larson, and it carried 5 to 0.**

4. Request for License to Use Right-of-Way – 1154 North 12th Avenue

(Board Member Powell was sworn in and joined the Board.)

Dickie Heckler is requesting approval for a License to Use (LTU) for eleven additional parking spaces within the Right-of-Way at 1154 North 12th Avenue. The additional parking being requested is in conjunction with a proposed new restaurant and includes an easement for a future City sidewalk.

Chairperson Ritz clarified the LTU would actually be on Brainerd Street. Mr. Geci presented to the Board and stated the previous use was a salon, but the current owner was converting the site to a restaurant which triggered an LTU for parking. They proposed gravel parking and addressed concerns of the Engineering Department. Chairperson Ritz explained that the applicants were requesting to use the LTU exclusively for their benefit to say they were their parking spaces, and they could control them, however, the City would still own the property. He pointed out other LTUs within that area and he had no issues with the LTU on Brainerd. He explained the Board's purview was to weigh the merits of an LTU on this parcel and not get in to the details of their site plans or parking count for this project and this meeting. He explained the City had been hesitant to have any LTU on the 12th Avenue thoroughfare.

Board Member Van Hoose verified that the LTU would change the parking lot from grass to gravel with wheel stops. Mr. Geci advised the change was to make it a more permanent parking area. Chairperson Ritz advised this item was in a C-1 zone as opposed to residential. Mr. Geci stated anything new that they proposed would require a permanent surface, and it was requested to be gravel. He stated if they could keep it as grass, they would entertain that, but Engineering had requested it be gravel. Chairperson Ritz stated anything allowed by the City for that size parking lot would be allowed since the Board could not change the LDC for parking lot design. Staff advised the Board was giving the applicant a recommendation for permission to go forward and apply to use this land since

it was City right-of-way. A recommendation could include working with Engineering for some alternative other than gravel alone. Assistant City Attorney Lindsay stated the Board's recommendations were welcome and could be considered. Staff advised Section 12.4.3(2)(b) stated parking lots with ten or less parking spaces may be surfaced with alternative surface materials which included crushed stone, gravel, or other suitable materials. Chairperson Ritz advised the Board's recommendation would be forwarded to Council to accept, reject, or modify. Mr. Geci indicated the Engineering comments involved delineating the parking slots with treated timbers. Staff advised Engineering was making sure the easement was properly recorded for pedestrian ingress, egress and conveyed to the City – there was an easement on this in case the City desired to have a sidewalk in the future. Board Member Villegas did not have a problem with the gravel but was concerned with extra gravel and areas having water runoff. Chairperson Ritz stated when going for construction permits, that issue would be reviewed by City staff since this Board did not review stormwater issues. Mr. Geci explained the stormwater threshold had been reviewed, and they were below the threshold for impervious surface.

Ms. Sparks, owner of the property next door, advised her building was formerly doctors' offices. She now has five clinicians and mental health counselors who see clients in this building. She was concerned when the effect of COVID goes away, crowded parking will return with the new project becoming a restaurant. She asked if she was allowed designated parking in front of her business and how many tables and staff would there be in the new business. Chairperson Ritz offered that the parking along 12th Avenue does not have LTUs, and she could not place signs along 12th Avenue. The number of tables in the restaurant belonged in the permitting process in determining tables to parking spaces. The Board's purview was to determine if the LTU was appropriate for Brainerd Street. Since her business had no parking, she relied on City right-of-way parking, and it was in a neighborhood where that occurred frequently. Staff clarified that since the parking spaces on 12th Avenue were adjacent to the applicants property, they would be allowed to count those spaces toward the required parking requirement, and the LTU was necessary to meet the LDC parking requirements. The LTU spaces could be controlled, but they would not be able to claim the 12th Avenue spaces for their use only.

Mr. Sparks asked about speaking to this item after the meeting, and Chairperson Ritz stated the only time this Board would discuss this item was during this meeting. The Board would make a recommendation, and the item would proceed to Council for consideration.

Mr. Heckler, co-owner of the 1154 property, stated the City indicated they had to pave, rock, or shell the LTU parking area as well as insure it; they were happy to comply and appreciated the opportunity to be in East Hill.

Board Member Grundhoefer made a motion to approve the LTU with the recommendation to Council that they work with City Engineering to allow for grass parking in lieu of gravel. Chairperson Ritz clarified the motion was to approve the LTU with the direction to ask the City Engineering staff to look into allowing grass in place of the gravel parking. Staff advised the previously stated Section 12.4.3(2)(b) referred to parking lots. Chairperson Ritz indicated the way the City applied this section, if the LTU were approved, it would become a parking lot. **The motion was seconded by Board Member Powell and carried 6 to 0.**

5. Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of One (1) Parcel owned by AMR at Pensacola, Inc.

AMR at Pensacola, Inc. officially requested Annexation into the City of Pensacola on June 1, 2021. The requested parcel is located on the southeast corner of the intersection of West Blount Street with North Pace Boulevard which is in an unincorporated portion of Escambia County. The proposed area for annexation is on the west border of the City and is referred to as “AMR Annexation Area.”

The AMR Annexation Area is contiguous to the City and encompasses approximately forty-four-hundredths (0.44) acres. Staff advised the request was simultaneously going before Council for 2nd reading, and the zoning and future land use goal was to be as compatible with the surrounding area as possible (the City area). R-2 zoning regulations Section 12-3-6 – Residential/office land use district, were read to the Board.

Chairperson Ritz stated he believed the intent was to build tiny homes for affordable housing on this site. It was determined this item would go as a recommendation to Council.

Mr. Hagen, President of the Board of Directors for AMR at Pensacola, Inc., advised they were gifted this property from Baptist Hospital, and their intent was to build eight (8) tiny homes. The R-2 designation made sense and worked with their plans. He advised with the annexation zoning established, they would be ready to proceed after the 2nd reading from Council. Staff confirmed the Board was solely approving the zoning district, and annexation was proceeding in Council; after annexation was complete and zoning in place, the applicants were set to move forward with their site planning. The Board’s focus was on the compatibility of the surrounding zoning which was R-2 and office. Planning Director Morris clarified that the City’s LDC already allows for tiny homes not by a specific reference but through our cumulative zoning and density allowances. Inspections submitted the appendix to the Building Code and Council approved it. That allows for tiny homes under the Building Code. State Statute requires that we bring annexed property under the City zoning or future land use districts.

Board Member Van Hoose wanted to make clear that the Board was voting to determine zoning for land currently in the county. Assistant City Attorney Lindsay advised the Board was making a recommendation of a zoning designation for land that is to be annexed; Council would make the final determination.

Board Member Grundhoefer recommended R-2 as appropriate zoning, seconded by Board Member Larson, and it carried 6 to 0.

6. Amendment to the Land Development Code (LDC) – Allowing Density Transfer

Staff stated the Board approved Amendments to the Comprehensive Plan to provide for density transfers between parcels as an additional means to provide flexibility within areas where redevelopment and/or affordable housing was desirable. Per Objective FLU 1.8 and 1.8.3, density transfers shall be a direct transfer of unutilized density from a donor site to a receiving site, subject to the City’s land development and density transfer regulations. A draft of what was approved in July 2019 was given to the Board. When changes are made to the Comprehensive Plan which sets the vision for the City, those changes are reviewed by the Department of Economic Opportunity (DEO) for the State. At that time, the DEO had asked for more specifics in the Comprehensive Plan amendments; the LDC amendments mirror what was approved in the Comprehensive Plan. In order to implement the FLU in the Comprehensive Plan, you must also update the LDC. Chairperson Ritz explained that a landowner might have a parcel that might be undesirable, and they want to take the available residential units on that property and transfer them to a piece of property which may be more desirable – the donor piece gives

up its units to the receiver piece. The Board had approved the Comprehensive Plan language and was now including that language into the LDC to become codified. Board Member Grundhoefer questioned the recent Density Bonus only going before the Building and Inspections Department. Assistant Planning Director Cannon explained that was because of the green building design which was approved by that department. The language states that “all density bonuses and density transfers shall be approved by the City Planning Board.” Appeals would proceed to the Council. Green Building Design proceeds to the Building and Inspections Department. Board Member Villegas inquired about the process for the sites to transfer. Staff advised it there were 35 dwelling units per acre, you can get a 10% density transfer which would add 3.5 more units if you demonstrate you have superior site design. The goal is to incentivize someone to come forward with a high-quality product. It would also promote a more compact and better design. Chairperson Ritz indicated the City was primarily built out, but there might be places people felt were underutilized and should have that density elsewhere. He explained that Council has asked that the Board itemize the rationale for approval or disapproval of these transfers. This applies to Medium Density Residential and greater and does not take away from the Low Density Residential. Board Member Grundhoefer pointed out the language stated approved for superior buildings and site design and preservation of archaeology and environmentally sensitive lands – listing all of the above criteria.

Vice Chairperson Larson made a motion to approve, second by Board Member Grundhoefer, and it carried 6 to 0.

Open Forum -

Discussion – Vice Chairperson Larson welcomed the new members and was glad to see such a diverse group serving on the Board.

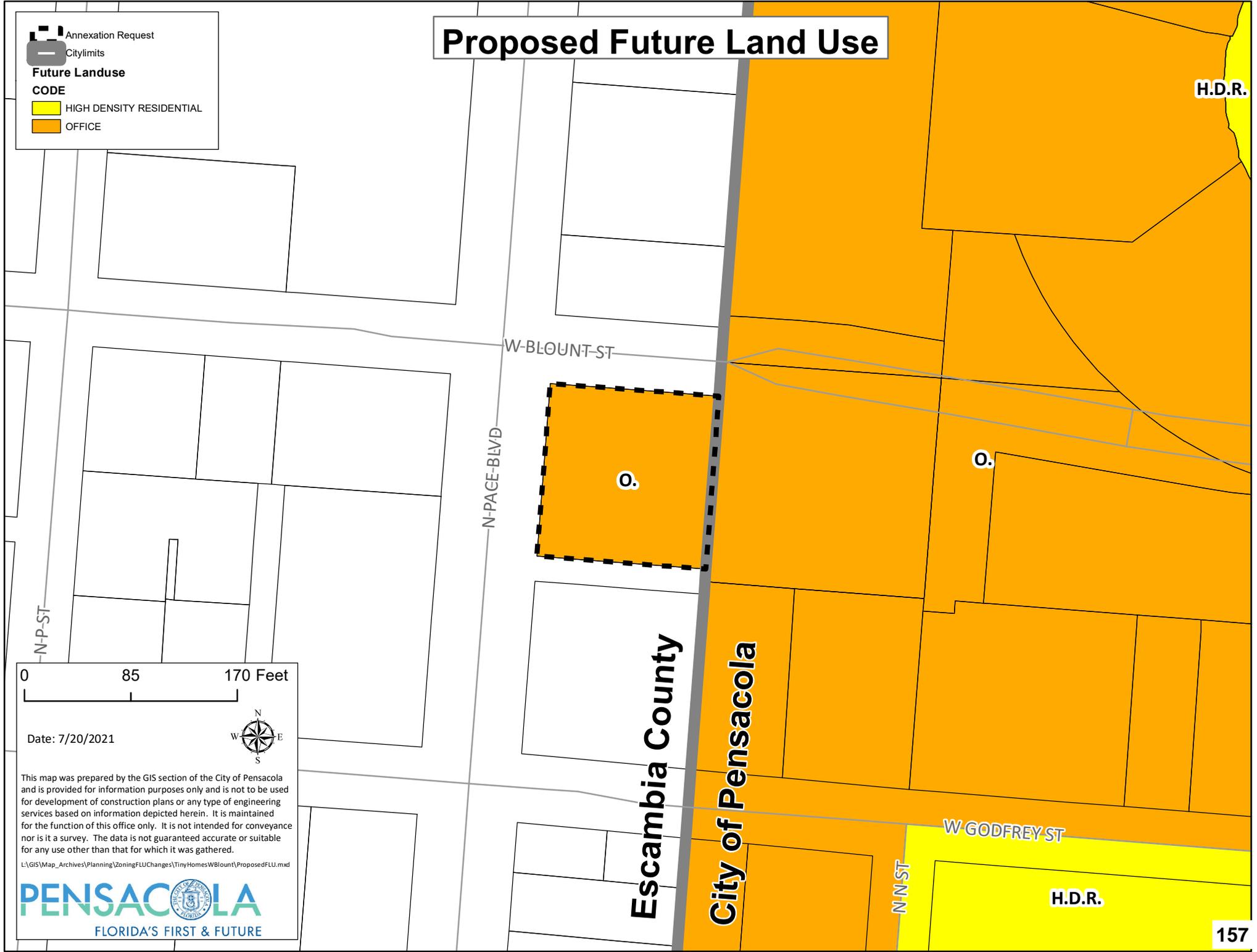
Adjournment - With no further business, Chairperson Ritz thanked the Board and adjourned the meeting at 3:20 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board

Proposed Future Land Use

Annexation Request
Citylimits
Future Landuse
CODE
HIGH DENSITY RESIDENTIAL
OFFICE



0 85 170 Feet
Date: 7/20/2021
N
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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.

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PENSACOLA
FLORIDA'S FIRST & FUTURE

H.D.R.

O.

O.

H.D.R.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 36-21

City Council

9/23/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 36-21 - ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - AMR PENSACOLA, INC

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 36-21 on second reading:

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

HEARING REQUIRED: Public

SUMMARY:

On August 12, 2021, City Council approved the request for voluntary annexation of property owned by AMR Pensacola, Inc. Approval of annexation necessitates a subsequent amendment to the City's Zoning Map and Future Land Use Map to include the annexed area under a City zoning and future land use designation.

In order to remain compatible with the surrounding area, the recommendation is to designate the parcel as R-2 (Residential Office) zoning district, with a corresponding future land use designation of O (Office).

On August 10, 2021, the Planning Board recommended approval of the request with a 6:0 vote.

PRIOR ACTION:

September 9, 2021 - City Council voted to approve Proposed Ordinance No. 36-21 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

8/10/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator
Sherry H. Morris, AICP, Planning Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 36-21
- 2) Planning Board Minutes August 10 2021 DRAFT
- 3) Zoning Map August 2021

PRESENTATION: No

PROPOSED
ORDINANCE NO. 36-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on September 9, 2021 concerning the following proposed zoning classification affecting the property described therein; and

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

WHEREAS, said amended zoning classification is consistent with all applicable elements of the comprehensive plan as amended, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

LOTS 7 TO 9, BLOCK 20, KUPFRIAN PARK PLAT, RECORDED IN DEED BOOK 62 AT PAGE 245 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
LESS AND EXCEPT PACE BOULEVARD RIGHT OF WAY.

is hereby changed to R-2 (Residential Office) zoning district.

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

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

SECTION 4. This ordinance shall 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
August 10, 2021

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

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Clerk Tice, Assistant City Attorney Lindsay, Senior Planner Statler, Capital Improvements Forte, Network Engineer Johnston, Help Desk Technician Russo

STAFF VIRTUAL: Planning Director Morris

OTHERS PRESENT: Jack & Cheri Sparks, Michelle MacNeil, Laurie Flynn Tankersley, Dickie & Jo Heckler, Clint Geci, Kevin Hagen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from July 13, 2021.
- **New Business:**
- 525 Aragon Street – Aesthetic Review – Gateway Review District
- Request for License to Use Right-of-Way - 1154 North 12th Avenue
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of One (1) Parcel Owned by AMR at Pensacola, Inc.
- Amendment to the Land Development Code (LDC) Allowing Density Transfer
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:15 pm with a quorum present. Assistant City Clerk Tice swore in Board members Van Hoose, Villegas, Ritz, Larson and Grundhoefer. Board Member Larson nominated Board Member Ritz for Chairperson, seconded by Board Member Grundhoefer, and it carried 5 to 0; Board Member Grundhoefer nominated Board Member Larson for Vice Chairperson, seconded by Board Member Van Hoose, and it carried 5 to 0.

Chairperson Ritz explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Larson made a motion to approve the July 13, 2021 minutes, seconded by Board Member Grundhoefer, and it carried 5 to 0.

New Business -

3. 525 Aragon Street – Aesthetic Review – Gateway Review District

Michelle MacNeil, Architect, is requesting approval for a new 2-story single-family residence with a detached garage and courtyard located at 525 Aragon Street. The structure provides a front and rear balcony as well as a pergola and patio/pool area between the residence and the detached garage. The Aragon Architectural Review Board approval letter was furnished to the Board. Staff clarified that Aragon was located within the Gateway Review District (GRD) and therefore reviewed by this Board.

Ms. MacNeil presented to the Board and explained this was a side-yard house in Aragon, and the client was hoping to build a principal building toward the front of the site and an outbuilding in the rear. Chairperson Ritz noted the comments from Mr. Crawford supporting the project and had nothing to add except that it was an aesthetically pleasing house. **Board Member Grundhoefer agreed and made a motion to approve, seconded by Board Member Larson, and it carried 5 to 0.**

4. Request for License to Use Right-of-Way – 1154 North 12th Avenue

(Board Member Powell was sworn in and joined the Board.)

Dickie Heckler is requesting approval for a License to Use (LTU) for eleven additional parking spaces within the Right-of-Way at 1154 North 12th Avenue. The additional parking being requested is in conjunction with a proposed new restaurant and includes an easement for a future City sidewalk.

Chairperson Ritz clarified the LTU would actually be on Brainerd Street. Mr. Geci presented to the Board and stated the previous use was a salon, but the current owner was converting the site to a restaurant which triggered an LTU for parking. They proposed gravel parking and addressed concerns of the Engineering Department. Chairperson Ritz explained that the applicants were requesting to use the LTU exclusively for their benefit to say they were their parking spaces, and they could control them, however, the City would still own the property. He pointed out other LTUs within that area and he had no issues with the LTU on Brainerd. He explained the Board's purview was to weigh the merits of an LTU on this parcel and not get in to the details of their site plans or parking count for this project and this meeting. He explained the City had been hesitant to have any LTU on the 12th Avenue thoroughfare.

Board Member Van Hoose verified that the LTU would change the parking lot from grass to gravel with wheel stops. Mr. Geci advised the change was to make it a more permanent parking area. Chairperson Ritz advised this item was in a C-1 zone as opposed to residential. Mr. Geci stated anything new that they proposed would require a permanent surface, and it was requested to be gravel. He stated if they could keep it as grass, they would entertain that, but Engineering had requested it be gravel. Chairperson Ritz stated anything allowed by the City for that size parking lot would be allowed since the Board could not change the LDC for parking lot design. Staff advised the Board was giving the applicant a recommendation for permission to go forward and apply to use this land since

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Vice Chairperson Larson made a motion to approve, second by Board Member Grundhoefer, and it carried 6 to 0.

Open Forum -

Discussion – Vice Chairperson Larson welcomed the new members and was glad to see such a diverse group serving on the Board.

Adjournment - With no further business, Chairperson Ritz thanked the Board and adjourned the meeting at 3:20 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board

Annexation Request

Citylimits

ZONING

RESIDENTIAL/OFFICE

MULTIPLE FAMILY

Proposed Zoning

R-2A

N-P-ST

N-PAGE-BLVD

W-BLOUNT-ST

R-2

R-2

Escambia County

City of Pensacola

W GODFREY ST

R-2A

N-INST

0 85 170 Feet



Date: 7/20/2021

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.

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00794

City Council

9/23/2021

DISCUSSION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

DISCUSSION WITH CARSON-LOVELL UPDATING THE STATUS OF A LEASE OPTION AGREEMENT

SUMMARY:

At a special meeting on July 28, 2021, City Council selected Carson-Lovell as the developer they would like the mayor to negotiate a lease option agreement for the development of parcels 4 & 5 at the Community Maritime Park.

This item allows Council to receive an update on the status of the lease option agreement.

PRIOR ACTION:

July 28, 2021 - City Council selected Carson-Lovell for the development of Parcels 4 & 5 and authorized the Mayor to negotiate a lease option agreement.

August 18, 2021 - Carson-Lovell made a presentation to City Council.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00510

City Council

9/23/2021

DISCUSSION ITEM

FROM: Grover C. Robinson, IV, Mayor

SUBJECT:

LOCAL OPTION SALES TAX (LOST) IV - STREET LIGHTING

SUMMARY:

The City Council, at its October 8, 2020 regular meeting, reallocated LOST IV funding from the Energy Conservation & Efficiency Improvements project to a new project titled Street Lighting at an amount of \$200,944.00. The funds were to be dedicated to street lighting upgrades or improvements within each City Council District per Supplemental Budget Resolution No. 2020-51. This action was made based off previous council discussions about street lighting needs throughout the city.

However, upon evaluating the various lighting requests, it was determined that the majority of the requests did not qualify for LOST funding. So, at the October 19, 2020 City Council Workshop, Mayor Robinson informed the City Council of this, but that he had appropriated \$105,000.00 from the City's General Fund (from General Fund carryover dollars) within the City Council's FY2021 budget to provide each City Council District Member a total of \$15,000.00 for street lighting upgrades and improvements on local roads.

Staff is looking for City Council's direction on how to proceed with the \$200,944.00 allocated in LOST IV - Street lighting.

PRIOR ACTION:

October 8, 2020 - City Council adopted Supplemental Budget Resolution No. 2020-51 reallocating LOST IV Projects appropriating \$200,944 for Street Lighting.

October 19, 2020 - City Council held a Workshop discussing street lighting.

December 10, 2020 - City Council adopted Supplemental Budget Resolution No. 2020-59 appropriating \$105,000 in the General Fund to provide \$15,000 per district for street lighting.

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
David Forte, Interim Public Works & Facilities Department Director

Ryan Novota, Transportation Engineer, Public Works & Facilities Department

ATTACHMENTS:

1) Supplemental Budget Resolution No. 2020-51

PRESENTATION: No

**RESOLUTION
NO. 2020-51**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; 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	1,393,011
As Reads Amended To Read:	Capital Outlay	17,938,988
	Capital Outlay	19,331,999

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 retroactive to September 30, 2020 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: October 8, 2020

Approved: *David Chantrel*
President of City Council

Attest: -

Lucrecia L. Burnett
City Clerk

THE CITY OF PENSACOLA

OCTOBER 2020 FOR FYE 2020 - SUPPLEMENTAL BUDGET RESOLUTION - REALLOCATION OF LOST IV PROJECTS EXPLANATION NO. 2020-51

FUND	AMOUNT	DESCRIPTION
LOCAL OPTION SALES TAX FUND		
Fund Balance	450,000	Increase appropriated Fund Balance - Baylen Street Seawall - FY 24
Fund Balance	200,000	Increase appropriated Fund Balance - City Hall Parking Lot - FY 21
Fund Balance	143,011	Increase appropriated Fund Balance - Energy Conservation & Efficiency Impvts - FY 21
Fund Balance	100,000	Increase appropriated Fund Balance - Ferdinand Plaza - FY 23
Fund Balance	150,000	Increase appropriated Fund Balance - Malcolm Yonge - FY 21
Fund Balance	250,000	Increase appropriated Fund Balance - Palafox Marina Seawall - FY 25
Fund Balance	100,000	Increase appropriated Fund Balance - Tippin Park - FY 22
Total Fund Balance	<u>1,393,011</u>	
Appropriations		
Capital Outlay - Baylen Street Lighting	(21,297)	Decrease appropriation for Baylen Street Lighting
Capital Outlay - John Deer Utility	(1,306)	Decrease appropriation for John Deer Utility
Capital Outlay - Magee Field	1,015,000	Increase appropriation for Magee Field
Capital Outlay - Malcolm Yonge	(565,000)	Decrease appropriation for Malcolm Yonge
Capital Outlay - Pavement Management Program	14,500	Increase appropriation for Pavement Management Program
Capital Outlay - PFP - Bill Gregory Field Netting System	(18,500)	Decrease appropriation for PFP - Bill Gregory Field Netting System
Capital Outlay - PFP - Gull Point Community Center	(691)	Decrease appropriation for PFP - Gull Point Community Center
Capital Outlay - PFP - Sidewalk Improvements	(119,989)	Decrease appropriation for PFP - Sidewalk Improvements
Capital Outlay - Replace 08 Ford Truck	(9,011)	Decrease appropriation for Replacement of 08 Ford Truck
Capital Outlay - Reus Street Lighting	(12,072)	Decrease appropriation for Reus Street Lighting
Capital Outlay - Sanders Beach-Corrine Jones Resource Center	(318,736)	Decrease appropriation for Sanders Beach-Corrine Jones Resource Center
Capital Outlay - Spring Street Lighting	(20,831)	Decrease appropriation for Spring Street Lighting
Capital Outlay - Street Lighting	200,944	Increase appropriation for Street Lighting
Capital Outlay - Street Sweeper	250,000	Increase appropriation for Street Sweeper
Capital Outlay - Tippin Resource Center & Athletic Facility	1,000,000	Increase appropriation for Tippin Resource Center & Athletic Facility
Total Appropriations	<u>1,393,011</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00650

City Council

9/23/2021

DISCUSSION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE - REQUESTED BY LAMAR ADVERTISING

RECOMMENDATION:

That City Council discuss a proposed amendment to the Land Development Code requested by Lamar Advertising

HEARING REQUIRED: No Hearing Required

SUMMARY:

Lamar Advertising has requested that the City of Pensacola consider amending the Land Development Code to allow for a "City Message Center" sign to be located on the north side of the intersection Garden Street and Palafox Street, in the center median area. The Land Development Code currently prohibits permanent off-premise signs (billboards), as well as internally illuminated signage, at this location, as it is within the C-2A - Palafox Historic Business District,

Should City Council wish to consider the proposed amendment, the City's Planning Board would be required to review the request and make a recommendation. Additionally, due to the proposed location, and as the proposed language removes the Architectural Review Board (ARB) from the normal review process for sign permit approvals in this district, it is recommended that the ARB be asked to provide input for consideration by the Planning Board and City Council.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/27/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

ATTACHMENTS:

- 1) City Message Center - Ordinance Draft 5.17.21

PRESENTATION: Yes

City of Pensacola
New Ordinance proposal for the “City Message Center” at Palafox and Garden St

1. Definition:
 - a. The City Message Center is a digital display that is located on city-owned property or city-approved parcel(s).
 - b. Has (at least) two of the spots reserved for the exclusive use of the City for the promotion of City programs, civic elections, city-centered public service announcements, public works updates, public health initiatives, or local events that are sponsored by the city.
 - c. Financial compensation in the form of annual payments will be provided to the city by the Outdoor Advertising Company that manages the display on behalf of the City.
2. Location:
 - a. The Message Center will be located on the north side of the intersection of Garden Street and Palafox Street, centrally installed over the median walkway in the park of Palafox Street.
3. Display Images and Frequency:
 - a. No movement or flashing elements will be allowed per FDOT rules and regulations.
 - b. All “spots” will have a minimum dwell time of 6 seconds and will not feature any animation, movement, or transition effects of any kind. Static images only.
4. Size and Height:
 - a. The Message Center will be single-sided and no larger than 240 square feet as measured by display size.
 - b. The structure shall be no taller than 22 feet to the top of the structure and have a minimum height above ground level of 10 feet to the bottom of the display.
5. Facade:
 - a. The City Message Center must be consistent and harmonious with the decor and architecture of the surrounding area, as approved by the Mayor.
 - b. A custom and backlit “City of Pensacola” logo will be included, prominently displayed on the display structure.
6. Structure:
 - a. All structural and wind load requirements for an outdoor advertising sign would apply to the City Message Center
7. Cap and Replace Provisions:
 - a. At least three (3) credits for the same size, or larger, outdoor advertising display(s), within the City limits, must be surrendered for the ability to build and operate the Message Center on behalf of the City. Alternatively, outdoor advertising signage within the City limits, meeting the equivalent of three (3) times the display’s square footage, would be required to be dismantled and permits surrendered.



Memorandum

File #: 21-00786

City Council

9/23/2021

DISCUSSION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

GENTRIFICATION

SUMMARY:

For the past 30 years the African American population has been decreasing due to revitalization of the City's urban core CRA. Beginning with the whole sale removal and relocation of residents of Aragon Court, the African American population continues to decline. Historically African American neighborhoods are disappearing and being replaced by predominately white, wealthy populations. In the last several years there has been a dramatic increase in housing built in what has been traditionally African American communities. The building frenzy to build more and more housing that is out of reach of many low-income minorities will escalate the exodus of African Americans from the CRA urban core and west side CRA districts. All over the country communities are rising up against the unbridled gentrification of minority and low-income neighborhoods. Many communities are now adopting ordinances aimed at finding ways to stabilize inner city minority communities, rather than replace and dislocating communities. In our rush to "build Pensacola" many low-income neighborhoods and individuals are being left in the dust.

This item seeks to discuss the impacts of gentrification and an opportunity for Council to discuss what will be necessary to develop a road map and strategic plan to engage and empower low income and minority neighborhoods and individuals to live, work and thrive in the communities that belong to them and that they call home.

PRIOR ACTION:

March 11, 2021 - City Council passed an action to refer the matter of an Analysis of Gentrification Due to Urban Revitalization to the CRA.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) 2020 Pensacola Census Summary

PRESENTATION: No



2020 Census Data - Pensacola, FL

Total City Population:	54,312
Ideal District Population:	7,759

City District	District 1	District 2	District 3	District 4	District 5	District 6	District 7
Total Population	7,674	8,112	7,415	7,890	7,369	8,184	7,668
White	6,054	5,381	6,314	6,795	3,469	4,579	3,343
Hispanic or Latino	415	497	381	395	398	428	324
Black or African American	554	1,472	263	280	3,113	2,833	3,654
American Indian and Alaska Native	38	27	33	34	37	26	38
Asian	282	411	215	140	96	121	78
Native Hawaiian and Other Pacific Islander	10	10	2	2	10	5	10
Some other race	101	171	85	86	117	113	83
2 or More *	635	640	503	553	527	507	462

Voting Age Population (VAP)	6,254	6,879	6,250	6,480	5,886	6,840	5,994
VAP White	5,059	4,748	5,410	5,627	2,972	4,066	2,894
VAP Hispanic	284	395	287	271	282	292	208
VAP Black	435	1,159	212	238	2,339	2,220	2,623
VAP Black + 1 or More **	484	1,235	243	286	2,422	2,319	2,718

% VAP White	80.89%	69.02%	86.56%	86.84%	50.49%	59.44%	48.28%
% VAP Hispanic	4.54%	5.74%	4.59%	4.18%	4.79%	4.27%	3.47%
% VAP Black	6.96%	16.85%	3.39%	3.67%	39.74%	32.46%	43.76%
% VAP Black + 1 or More	7.74%	17.95%	3.89%	4.41%	41.15%	33.90%	45.35%

Average +/- of Ideal DP	-85	+353	-344	+131	-390	+425	-91
% Average +/- of Ideal DP	-1.10%	+4.55%	-4.43%	+1.69%	-5.03%	+5.48%	-1.17%

* Includes all population of those who listed two or more races

** Includes all who identified Black or African American as one of their races