

City of Pensacola

Agenda Conference

Agenda - Final

Monday, February 11, 2019, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. [19-00026](#) GARDEN STREET SAFETY ASSESSMENT

Recommendation: That City Council authorize the Mayor to obtain a cost estimate from Atkins for a safety assessment of Garden Street from Pace Boulevard to Alcaniz Street.

Sponsors: Jewel Cannada-Wynn

2. [19-00072](#) REFER TO PLANNING BOARD PROPOSED AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE SECTION 12-2-8 - COMMERCIAL LAND USE DISTRICT

Recommendation: That City Council refer to the Planning Board for review and recommendation a proposed amendment to Section 12-2-8 - Commercial Land Use District of the Land Development Code moving "Recreation and Amusement operated for profit" from a C-2 permitted use to a C-1 permitted use.

Sponsors: Andy Terhaar

Attachments: [Sec. 12-2-8 - Commercial Land Use District - including proposed amendme](#)

3. [19-00070](#) CITY COUNCIL BUDGET WORKSHOP

Recommendation: That City Council conduct a workshop to discuss the budget process, the City Council budget and develop City Council priorities. Further that the Council President schedule such a workshop at the earliest convenience.

Sponsors: Sherri Myers

4. [19-00088](#) HIRING A CONSULTANT TO ASSIST COUNCIL DURING THE BUDGET PROCESS PENDING THE HIRING OF A STRATEGIC BUDGET PLANNER

Recommendation: That City Council hire Wilhem “Butch” Hansen as a consultant to the City Council during the current budget process, pending the hiring of a Strategic Budget Planner to the City Council. Further the City Council authorize the Council Executive to begin discussions with Mr. Hansen regarding the terms and conditions of the consultant position and authorize the Council President to enter into agreement with Mr. Hansen.

Sponsors: Sherri Myers

5. [19-00076](#) COUNCIL WORKSHOP RELATED TO THE COMPLETE STREETS COMMITTEE

Recommendation: That City Council direct the Council President to schedule a workshop for the purpose of discussing the establishment of a Complete Streets Committee; to include a determination of the number of members, time frame for operation, mission, guidelines and staffing. Further that the City Council engage City staff in this discussion.

Sponsors: Sherri Myers

6. [19-00036](#) AWARD OF BID #19-001 EAST CROSS, YATES, ESCAMBIA AND OSCEOLA OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT PROJECT

Recommendation: That City Council award Bid #19-001 East Cross, Yates, Escambia and Osceola Outfalls at Bayou Texar Stormwater Treatment Enhancement Project to B & W Utilities, Inc., of Cantonment Florida, the lowest and most responsible bidder with a base bid of \$445,486.95, plus Additive Alternate 1 in the amount of \$26,854.00, plus a 10% contingency in the amount of \$47,234.10 for a total amount of \$519,575.05. Further that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

Sponsors: Grover C. Robinson, IV

Attachments: [Bid Tabulation, Bid No. 19-001](#)
[Final Vendor Reference List, Bid No. 19-001](#)
[Map, East Cross Yates Escambia and Osceola Outfalls at Bayou Texar Stormwater Treatment Enhancement Project](#)
[ECUA-COP Cost Sharing Agreement](#)

7. [19-00040](#) PENSACOLA ENERGY - AWARD OF BID #19-005, NATURAL GAS PIPELINE CONSTRUCTION NORTH HILL LOW PRESSURE AREA UPGRADES

Recommendation: That City Council award Bid #19-005 Natural Gas Pipeline Construction to R.A.W. Construction, LLC, in the amount of \$881,650.00 for the natural gas infrastructure replacement project, \$289,468.38 for the unit price and miscellaneous work option as outlined in the bid specifications plus a 10% contingency of \$117,111.84 for a total amount of \$1,288,230.22 for a period of one year. Further, that Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

Sponsors: Grover C. Robinson, IV

Attachments: [Bid Tabulation - Bid No. 17-012](#)
[Final Venor Reference List- Bid No. 19-005](#)

8. [19-00087](#) AWARD OF CONTRACT FOR INVITATION TO BID (ITB) #18-037 FLEET MAINTENANCE GARAGE RENOVATION

Recommendation: That City Council award a contract to Vision Construction Ent., Inc. for ITB #18-037 Fleet Maintenance Garage Renovation in the amount of \$337,500 plus a 15% contingency of \$50,625 for a total amount of \$388,125. Further, that City Council authorize the Mayor to take all actions necessary to execute the contract and complete the project.

Sponsors: Grover C. Robinson, IV

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

9. [19-00056](#) VERIZON WIRELESS - FIRST AMENDMENT TO AGREEMENT

Recommendation: That City Council approve the First Amendment to the Agreement between Verizon Wireless Personal Communications (Verizon Wireless) and the City of Pensacola for the Telecommunication Tower located at 1518 Woodchuck Avenue, Pensacola, Florida 32521, also known as the "Scenic Heights Tower." Further, that City Council authorize the Mayor to take all actions necessary to execute the amended agreement.

Sponsors: Grover C. Robinson, IV

Attachments: [Original Bill of Sale and Lease Agreement](#)
[First Amendment to Agreement \(Scenic Heights\)](#)
[Scenic Heights Structural Analysis \(Pass\) Rev1](#)

10. [19-00019](#) RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE AMENDMENT NUMBER 2
- Recommendation:** That City Council authorize the Mayor to execute Amendment Number 2 of the Rental Car Concession Agreement and Real Property Lease at the Pensacola International Airport extending the agreement for another five-year term. Further, that City Council authorize the Mayor to take all necessary actions to execute Amendment Number 2.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Rental Car Concession Agreement and Real Property Lease Amendment Nu](#)
11. [19-00047](#) AIRPORT - ECKO AIR, LLC CONSENT TO SUBLEASE TO BLUE AIR TRAINING LLC
- Recommendation:** That City Council authorize the Mayor to execute written consent allowing ECKO Air, LLC to sublease portions of its Leased Premises to Blue Air Training LLC. Further, that City Council authorize the Mayor to take all necessary actions to execute the written consent.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Consent By Lessor to ECKO Air LLC](#)
12. [19-00065](#) APPOINTMENT - WEST FLORIDA PUBLIC LIBRARY BOARD OF GOVERNANCE
- Recommendation:** That City Council appoint one individual, who is an elector of Escambia County, to the West Florida Public Library Board of Governance for a term of two years, expiring February 28, 2021.
- Sponsors:** Andy Terhaar
- Attachments:** [Nomination Form - Bradley Vinson](#)
[Application of Interest - Bradley Vinson](#)
13. [19-00066](#) APPOINTMENTS - BOARD OF TRUSTEES - POLICE OFFICERS' RETIREMENT FUND
- Recommendation:** That City Council appoint two residents of the City to the Board of Trustees, Police Officers' Retirement Fund for a term of two years, expiring December 31, 2020.
- Sponsors:** Andy Terhaar
- Attachments:** [Member List](#)
[Application of Interest - Stephanie Taylor](#)
[Ballot](#)

14. [19-00067](#) APPOINTMENT - BOARD OF TRUSTEES - FIREMEN’S RELIEF AND PENSION FUND

Recommendation: That City Council appoint a resident of the City to the Board of Trustees, Firemen’s Relief and Pension Fund for a term of two years, expiring December 31, 2020.

Sponsors: Andy Terhaar

Attachments: [Member List](#)
[Application of Interest - Veronica Dias](#)
[Ballot](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

15. [19-00045](#) PUBLIC HEARING: REQUEST FOR FUTURE LAND USE AND ZONING MAP AMENDMENT - AIRPORT ANNEXED PARCELS

Recommendation: That City Council conduct a public hearing on February 14, 2019 to consider the request to amend the City’s Future Land Use Map and Zoning Map for recently annexed parcels owned by Pensacola International Airport.

Sponsors: Grover C. Robinson, IV

Attachments: [Map of Annexation Area to be Rezoned](#)
[Ordinance No. 14-18](#)
[January 8, 2019 Planning Board Minutes](#)
[Proposed FLUM Ordinance, Annexed Airport Parcels](#)
[Proposed Zoning Ordinance, Annexed Airport Parcels](#)

16. [03-19](#) PROPOSED ORDINANCE NO. 03-19 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT - ANNEXED AIRPORT PARCELS

Recommendation: That City Council approve Proposed Ordinance No. 03-19 on first 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. 03-19](#)
[Map of Annexation Area to be Rezoned](#)
[Ordinance No. 14-18](#)
[January 8, 2019 Planning Board Minutes](#)

17. 04-19 PROPOSED ORDINANCE NO. 04-19 - REQUEST FOR ZONING MAP AMENDMENT - ANNEXED AIRPORT PARCELS

Recommendation: That City Council approve Proposed Ordinance No. 04-19 on first 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. 04-19*
Map of Annexation Area to be Rezoned
Ordinance No. 14 -18
January 8, 2019 Planning Board Minutes

18. 02-19 PROPOSED ORDINANCE NO. 02-19 AMENDING SECTION 7-10-179(F) - OPERATIONAL PROCEDURES

Recommendation: That City Council approve Ordinance No. 02-19 on first reading.

AN ORDINANCE AMENDING SECTION 7-10-179(f) OF THE CODE OF THE CITY OF PENSACOLA REQUIRING CREDIT CARD ACCEPTANCE BY TAXICABS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: *Proposed Ordinance No. 02-19*

- 19. [19-00001](#) PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT #42235439401-94-01 - SEAPORT SECURITY GRANT

Recommendation: That City Council authorize the Mayor to accept the State of Florida, Florida Seaport Transportation Economic Development (FSTED) grant # 42235439401-94-01 in the total amount of \$25,000 comprised of \$18,750 in FSTED funds and \$6,250 in Port of Pensacola match. Further, that the City Council authorize the Mayor to take all actions necessary for the acceptance of the grant. Finally, that City Council approve the supplemental budget resolution appropriating the grant funds.

Sponsors: Grover C. Robinson, IV

Attachments: [Public Transportation Joint Participation Agreement](#)
[Supplemental Budget Resolution](#)
[Supplemental Budget Explanation](#)

- 20. [2019-05](#) SUPPLEMENTAL BUDGET RESOLUTION 2019-05 - PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT #42235439401-94-01 - SEAPORT SECURITY GRANT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2019-05.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2019-05.pdf](#)
[Supplemental Budget Explanation No. 2019-05.pdf](#)

- 21. [19-00007](#) EMERALD COAST UTILITIES AUTHORITY UTILITY EASEMENT AT 17TH AVENUE AND HIGHWAY 98

Recommendation: That City Council authorize the Mayor to execute the Perpetual Utility Easement agreement with Emerald Coast Utilities Authority to allow them to place utilities near the intersection of 17th Avenue and Highway 98. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement.

Sponsors: Grover C. Robinson, IV

Attachments: [Perpetual Utility Easement - City](#)
[Survey Map](#)

22. [19-00074](#) AMENDMENT TO CITY COUNCIL RULES AND PROCEDURES

Recommendation: That City Council approve and adopt amendments to the City Council Rules and Procedures. Further, that City Council permit the Community Redevelopment Agency to hold their meetings prior to the Agenda Conference at the first scheduled Agenda Conference of the month. With the Agenda Conference immediately following the CRA meeting.

Sponsors: Andy Terhaar

Attachments: [Council Rules and Procedures - February 14, 2019 \(V2\)](#)

23. [2019-09](#) RESOLUTION 2019-09 - DECLARING FEBRUARY 11, GENERAL DANIEL “CHAPPIE” JAMES DAY IN PENSACOLA

Recommendation: That City Council adopt Resolution 2019-09:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA HONORING GENERAL DANIEL “CHAPPIE” JAMES, JR. USAF AND DESIGNATING FEBRUARY 11 AS GENERAL DANIEL “CHAPPIE” JAMES, JR DAY

Sponsors: Gerald Wingate

Attachments: [Resolution No. 2019-09](#)

24. [01-19](#) PROPOSED AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE SECTION 12-12-4; VACATION OF STREETS, ALLEYS.

Recommendation: That City Council adopt Proposed Ordinance No. 01-19 on second reading:

AN ORDINANCE AMENDING SECTION 12-12-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, VACATION OF STREETS, ALLEYS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

Sponsors: Jared Moore

Attachments: [Proposed Ord. 01-19 - Vacation Streets, Alleys.docx - REVISED \(2\)](#)
[Planning Board Minutes 10-23-18 - Vacations of Alleys...](#)

FOR DISCUSSION

INFORMATIONAL ITEMS

CONSIDERATION OF ANY ADD-ON ITEMS

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

City Administrator's Communication

City Attorney's Communication

Monthly Financial Report - Chief Financial Officer Richard Barker, Jr.

25. 19-00080 MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER
 RICHARD BARKER, JR.

Sponsors: Grover C. Robinson, IV

Attachments: [*January 2019 Monthly Financial Report*](#)

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.

Memorandum

File #: 19-00026

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

GARDEN STREET SAFETY ASSESSMENT

RECOMMENDATION:

That City Council authorize the Mayor to obtain a cost estimate from Atkins for a safety assessment of Garden Street from Pace Boulevard to Alcaniz Street.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On Garden Street, from Pace Boulevard to Alcaniz Street, there exists many safety concerns, from speed to pedestrian issues. A first step in attempting to address these issues and concerns is the need for a safety assessment to be completed by Atkins.

This item authorizes the Mayor to obtain a cost estimate for such an assessment. Once received, City Council can determine further action.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None to obtain the cost estimate

STAFF CONTACT:

File #: 19-00026

City Council

2/14/2019

Don Kraher, Council Executive

ATTACHMENTS:

- 1) None

PRESENTATION: No

Memorandum

File #: 19-00072

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Andy Terhaar

SUBJECT:

REFER TO PLANNING BOARD PROPOSED AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE SECTION 12-2-8 - COMMERCIAL LAND USE DISTRICT

RECOMMENDATION:

That City Council refer to the Planning Board for review and recommendation a proposed amendment to Section 12-2-8 - Commercial Land Use District of the Land Development Code moving "Recreation and Amusement operated for profit" from a C-2 permitted use to a C-1 permitted use.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Currently within the Land Development Code permitted uses such as Bowling Alleys, Skating Rinks, Escape Rooms, Arcades and other recreation or amusement places operated for profit are permitted under the C-2 zoning district. This amendment would allow such permitted uses to fall under the C-1 zoning district.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Sec. 12-2-8 - Commercial Land Use District - including proposed amendments

PRESENTATION: No

Sec. 12-2-8. - Commercial land use district.

The regulations in this section shall be applicable to the retail and downtown commercial and wholesale and light industry zoning districts: C-1, C-2A, C-2, R-C and C-3.

- (A) *Purpose of district.* The commercial land use district is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed use development. New development and redevelopment projects are strongly encouraged to follow the city's design standards and guidelines contained in section 12-2-82.

The C-1 zoning district's regulations are intended to provide for conveniently supplying the immediate needs of the community where the types of services rendered and the commodities sold are those which are needed frequently. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas and more intense commercial zoning. The downtown and retail commercial (C-2A and C-2) zoning districts' regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.

The downtown retail commercial (C-2A) zoning district's regulations are intended to provide a mix of restaurants, retail sales, entertainment, and service establishments with an emphasis on pedestrian-oriented ground floor shops and market spaces.

The commercial retail (C-2) zoning district's regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market.

The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.

- (B) *Uses permitted.*

- (1) *C-1, retail commercial zoning district.* Any use permitted in the R-NC district and the following uses, with no outside storage or repair work permitted:
 - (a) Retail sales and services.
 - (b) Motels/hotels.
 - (c) Vending machine when as accessory to a business establishment and located on the same parcel of land as the business.
 - (d) Car washes.
 - (e) Movie theaters, except drive-in theaters.
 - (f) Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.
 - (g) Pet shops with all uses inside the principal building.
 - (h) Parking lots and parking garages.
 - (i) Pest extermination services.
 - (j) Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas.
 - (k) Business schools.
 - (l) Trade schools.

- (m) Medical marijuana dispensary.
 - (n) Recreation or amusement places operated for profit.
 - (o) Accessory buildings and uses customarily incidental to the above uses.
- (2) *C-2A, downtown retail commercial district.* Any use permitted in the C-1 district with the exception of manufactured home parks, and Conditional Uses. The following uses with no outside storage or repair work permitted:
- (a) Bars.
 - (b) Pool halls.
 - (c) Newspaper offices and printing firms.
 - (d) Marinas.
 - (e) Major public utility buildings and structures including radio and television broadcasting station.
 - (f) Amusement machine complex.
 - (g) Accessory buildings and uses customarily incidental to the above uses.
- (3) *C-2, commercial district (retail).* Any use permitted in the C-2A district and the following uses with no outside storage or repair work permitted:
- (a) Cabinet shops and upholstery shops.
 - (b) Electric motor repair and rebuilding.
 - (c) Garages for the repair and overhauling of automobiles.
 - (d) Bowling alleys.
 - (e) Skating rinks.
 - (f) Other recreation or amusement places operated for profit.
 - (g) Sign shop.
 - (h) Accessory buildings and uses customarily incidental to the above uses.
- (4) *C-3, commercial zoning district (wholesale and limited industry).*
- (a) Any use permitted in the C-2 district. Outside storage and work shall be permitted for those uses and the following uses, but shall be screened by an opaque fence or wall at least eight (8) feet high at installation. Vegetation shall also be used as a screen and shall provide seventy-five (75) percent opacity. The vegetative screen shall be located on the exterior of the required fence.
 - (b) Outside kennels, runs or exercise areas for animals subject to regulations in section 12-2-54.
 - (c) Growing and wholesale of retail sales of trees, shrubs and plants.
 - (d) Bakeries, wholesale.
 - (e) Ice cream factories and dairies.
 - (f) Quick-freeze plants and frozen food lockers.
 - (g) Boat sales and repair.
 - (h) Outdoor theaters.
 - (i) Industrial Research laboratories and pharmaceutical companies

- (j) Truck sales and repair.
 - (k) Light metal fabrication and assembly.
 - (l) Contractors shops.
 - (m) Adult entertainment establishments subject to the requirements of chapter 7-3 of this Code.
 - (n) Industrial laundries and dry cleaners using combustible or flammable liquids or solvents with a flash point of one hundred ninety (190) degrees Fahrenheit or less which provide industrial type cleaning, including linen supply, rug and carpet cleaning, and diaper service.
 - (o) Retail lumber and building materials.
 - (p) Warehouses.
 - (q) Plumbing and electrical shops.
 - (r) New car and used car lots, including trucks which do not exceed five thousand (5,000) pounds.
 - (s) Car rental agencies and storage, including trucks which do not exceed five thousand (5,000) pounds.
 - (t) Pawnshops and secondhand stores.
 - (u) Mini-storage warehouses.
 - (v) Advanced manufacturing and/or processing operations provided that such use does not constitute a nuisance due to emission of dust, odor, gas, smoke, fumes, or noise.
 - (w) Accessory buildings and uses customarily incidental to the above uses.
- (C) *Regulations.* All developments are required to comply with design standards and are strongly encouraged to follow design guidelines as established in section 12-2-82.

TABLE 12-2.7
REGULATIONS FOR THE COMMERCIAL ZONING DISTRICTS

Standards	C-1	C-2A	R-C, C-2 and C-3
Minimum Yard Requirements (Minimum Building Setbacks)	There shall be no yard requirements, except that where any nonresidential use is contiguous to a residential zoning district there shall be a twenty-foot (20') yard unless the two (2) districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.		
	Inside the C-2A District and Dense Business Area: There shall be a maximum allowed front yard setback of 10'.		
Maximum Building Height	No building shall exceed forty-five (45) feet in height at the property or setback lines.	No building shall exceed one hundred (100) feet in height at the property or setback lines. (See Note 1)	

(See Note 1)

Lot Coverage Requirements (The maximum combined area occupied by all principal and accessory buildings)	Shall not exceed seventy-five (75) percent of the total site area for buildings up to one hundred (100) feet in height. For buildings over one hundred (100) feet in height, lot coverage shall not exceed sixty-five (65) percent.	Shall not exceed one hundred (100) percent of the total site area for buildings up to one hundred (100) feet in height. For buildings over one hundred (100) in height, lot coverage shall not exceed ninety (90) percent.	Inside the dense business area: shall not exceed one hundred (100) percent of the total site area for buildings up to one hundred (100) feet in height. For buildings over one hundred (100) feet in height, lot coverage shall not exceed ninety (90) percent (with the exception of the C-2A zoning district). Outside the dense business area: shall not exceed seventy-five (75) percent of the total site area for buildings up to one hundred (100) feet in height. For buildings over one hundred (100) feet in height, lot coverage shall not exceed sixty-five (65) percent.
Maximum Density Multiple Family Dwellings	.35 dwelling units per acre.	135 dwelling units per acre.	Inside the dense business area: One hundred thirty-five (135) dwelling units per acre. Outside the dense business area: Thirty-

five (35) dwelling
units per acre.

Note 1: Three (3) feet may be added to the height of the building for each foot the building elevation is stair-stepped or recessed back from the property or setback lines beginning at the height permitted up to a maximum height of one hundred fifty (150) feet.

(D) Reserved.

(E) *Additional regulations.* In addition to the regulations established above in section 12-2-8(C), all developments within the commercial zoning districts will be subject to, and must comply with, the following regulations:

- Supplementary district regulations subject to regulations in sections 12-2-31 to 12-2-50.
- Off-street parking subject to regulations in Chapter 12-3.
- Signs subject to regulations in Chapter 12-4.
- Tree/landscape regulations subject to regulations in Chapter 12-6.
- Stormwater management and control of erosion, sedimentation and runoff subject to regulations in Chapter 12-9.
- Alcoholic beverages regulations subject to Chapter 7-4 of this Code.

(Ord. No. 25-92, § 1, 7-23-92; Ord. No. 6-93, § 6, 3-25-93; Ord. No. 29-93, § 6, 11-18-93; Ord. No. 3-94, § 4, 1-13-94; Ord. No. 44-94, § 1, 10-13-94; Ord. No. 33-95, § 2 (Exhibit 1), 8-10-95; Ord. No. 40-99, §§ 2, 3, 10-14-99; Ord. No. 17-06, § 1, 7-27-06; Ord. No. 11-09, § 1, 4-9-09; Ord. No. 13-12, § 1, 6-14-12; Ord. No. 12-13, § 1, 5-9-13; Ord. No. 40-13, § 1, 11-14-13; Ord. No. 01-16, § 1, 1-14-16; Ord. No. 06-17, § 1, 3-9-17)

Memorandum

File #: 19-00070

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

CITY COUNCIL BUDGET WORKSHOP

RECOMMENDATION:

That City Council conduct a workshop to discuss the budget process, the City Council budget and develop City Council priorities. Further that the Council President schedule such a workshop at the earliest convenience.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As the City is currently within the FY20 budget process, it is appropriate for the City Council to conduct a workshop to discuss the budget process they would like to see, to discuss the City Council budget and to develop City Council priorities for the coming years.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No

Memorandum

File #: 19-00088

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

HIRING A CONSULTANT TO ASSIST COUNCIL DURING THE BUDGET PROCESS PENDING THE HIRING OF A STRATEGIC BUDGET PLANNER

RECOMMENDATION:

That City Council hire Wilhem “Butch” Hansen as a consultant to the City Council during the current budget process, pending the hiring of a Strategic Budget Planner to the City Council. Further the City Council authorize the Council Executive to begin discussions with Mr. Hansen regarding the terms and conditions of the consultant position and authorize the Council President to enter into agreement with Mr. Hansen.

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Council is currently in the process of recruiting for the position of Strategic Budget Planner for the City Council. However, given the time needed to finalize this process and given that the City is currently within the FY20 budgetary cycle, as well as the learning curve needed for any new employee, the City Council may desire to engage the services of a consultant to assist.

In December 2017, the City Council hired Wilhelm “Butch” Hansen as its Strategic Budget Planner. In August of 2018 Mr. Hansen resigned his position to run for political office.

Mr. Hansen is now available to serve as a consultant regarding the Council budget and budgetary process.

PRIOR ACTION:

December 14, 2017 - City Council hired Wilhelm “Butch” Hansen as its Strategic Budget Planner
August 27, 2018 - Mr. Hansen resigned his position as Strategic Budget Planner

FUNDING:

Budget: \$ 0

Actual: \$ 0

FINANCIAL IMPACT:

To be determined.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) None

PRESENTATION: No

Memorandum

File #: 19-00076

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

COUNCIL WORKSHOP RELATED TO THE COMPLETE STREETS COMMITTEE

RECOMMENDATION:

That City Council direct the Council President to schedule a workshop for the purpose of discussing the establishment of a Complete Streets Committee; to include a determination of the number of members, time frame for operation, mission, guidelines and staffing. Further that the City Council engage City staff in this discussion.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Previously, the City Council participated in the appointment of a Complete Streets Committee and approved Resolution No. 29-12, establishing a policy of incorporating bicycle and pedestrian elements into all future road projects. City staff identified a series of bicycle path projects and cost estimates for Council's review.

In an effort to broaden the scope of the Committee's view, the use of appropriate traffic calming measures that encompasses the needs of bicyclists, pedestrians, transit users and disabled people including street lighting and sidewalks should be incorporated into the view of the design, operation and maintenance of streets to promote safe and convenient access and travel for all users, including pedestrians, bicyclists, motorists, transit riders and people of all abilities. The ultimate goal is to include all modes of transportation.

The Florida Department of Transportation has also revised their Complete Streets Manual that can be used as a guide and/or adopted with modification specific to Pensacola.

PRIOR ACTION:

August 9, 2012 - Council approved Complete Streets concept and adopted Resolution No. 29-12

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) None

PRESENTATION: No

Memorandum

File #: 19-00036

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF BID #19-001 EAST CROSS, YATES, ESCAMBIA AND OSCEOLA OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENCHANCEMENT PROJECT

RECOMMENDATION:

That City Council award Bid #19-001 East Cross, Yates, Escambia and Osceola Outfalls at Bayou Texar Stormwater Treatment Enhancement Project to B & W Utilities, Inc., of Cantonment Florida, the lowest and most responsible bidder with a base bid of \$445,486.95, plus Additive Alternate 1 in the amount of \$26,854.00, plus a 10% contingency in the amount of \$47,234.10 for a total amount of \$519,575.05. Further that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The scope of this project is to provide stormwater treatment for two currently untreated drainage sub-basins within the Bayou Texar Watershed. This treatment will be provided by retro-fitting the underground stormwater conveyance system with two proprietary underground treatment units with associated structures and piping. This project is consistent with current technology for stormwater retrofit treatment and is part of an ongoing program utilized throughout the City to improve the water quality of area waterways.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 628,936.00 Stormwater Capital fund
20,000.00 ECUA Reimbursement -Add. Alt. #1
\$ 648,936.00 Total

Actual: \$ 445,486.95 Construction Contract Base Bid
26,854.00 Additive Alternate #1

47,234.10 10% Contingency
42,379.66 Engineering Design/Permitting/Surveying
28,000.00 Engineering Management/Inspection (Estimate)
5,000.00 Construction Testing and Misc. (Estimate)
\$ 594,954.71 Total

FINANCIAL IMPACT:

Funding in the amount of \$628,936 has been allocated for this project. The Fiscal Year 2018 Budget allocated \$82,600 and the Fiscal Year 2019 Budget allocated \$460,000. Additionally, \$80,000 was transferred from the Blackshear Outfall at Bayou Texar project upon the completion of that project and the remaining \$6,336 was transferred from Vaults City-Wide. Additionally, ECUA will reimburse the City 80% of the cost associated with Additive Alternate #1 in an amount not to exceed \$20,000 for necessary utility work to relocate/upgrade to water main system, based on the competitively bid cost for the awarded contract and is reflected in the total budget. To date, \$42,379.66 has been expended for completed items related to Surveying, Engineering Design, Studies and Permitting, leaving a budgeted balance of \$586,556.34. The remaining budget balance plus the reimbursement form ECUA is sufficient to cover the remaining items that have yet to be completed/expended.

CITY ATTORNEY REVIEW: Yes

1/28/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
L. Derrick Owens, Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Bid Tabulation, Bid No. 19-001
- 2) Final Vendor Reference List, Bid No. 19-001
- 3) Map -East Cross, Yates, Escambia and Osceola Outfalls at Bayou Texar Stormwater Treatment Enhancement Project
- 4) ECUA-COP Cost Sharing Agreement

PRESENTATION: No

TABULATION OF BIDS

BID NO: 19-001
 TITLE: E. CROSS, YATES, ESCAMBIA & OSCEOLA OUTFALLS AT BAYOU TEXAR
 STORMWATER TREATMENT ENHANCEMENT

OPENING DATE: January 11, 2019	B&W	SITE &	ROADS, INC.	J. MILLER
OPENING TIME: 2:30 P.M.	UTILITIES,	UTILITY,	OF NWF	CONSTRUCTION
	INC.	LLC		
DEPARTMENT: Engineering	Cantonment, FL	Pensacola, FL	Cantonment, FL	Pensacola, FL

Base Bid	\$445,486.95	\$465,173.00	\$569,899.46	\$574,271.60
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Additive Alternate 1	\$26,854.00	\$11,860.00	\$27,801.86	\$19,665.00
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Base Bid + Add. Alt. 1	\$472,340.95	\$477,033.00	\$597,701.32	\$593,936.60
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M/WBE Participation	9.8%	0%	0%	0%
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Attended Prebid	Yes	Yes	Yes	Yes
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Opening Date: 01/11/19

Bid No.: 19-001

FINAL VENDOR REFERENCE LIST
E. CROSS, YATES, ESCAMBIA & OSCEOLA OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT
ENGINEERING

Vendor	Name	Address	City	St	Zip Code	SMWBE
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
068571	B&W UTILITIES INC	1610 SUCCESS DRIVE	CANTONMENT	FL	32533	
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	Y
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503	Y
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533	Y
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
042045	CHAVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	
058302	CONTECH	182 MONTGOMERY STREET	SANTA ROSA	FL	32455	
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	
036146	CRONIN CONSTRUCTION INC	913 GULF BREEZE PARKWAY STE 12	GULF BREEZE	FL	32561	Y
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
032038	EVANS CONTRACTING INC	289 NOWAK RD	CANTONMENT	FL	32533	
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	Y
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8777 ASHLAND AVE	PENSACOLA	FL	32514	
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
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	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	
055520	GULF COAST UTILITY CONTRACTORS	13938 HIGHWAY 77	PANAMA CITY	FL	32409	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
050489	HAILE, MICHAEL JACKSON DBA THE HAILE COMPANY OF NW FL INC	PO BOX 13425	PENSACOLA	FL	32591	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503	Y
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
049240	J MILLER CONSTRUCTION INC	201 SOUTH "F" STREET	PENSACOLA	FL	32501	Y
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	Y
058801	M & H CONSTRUCTION SVCS INC	4782 MALLARD CREEK ROAD	PENSACOLA	FL	32526	Y
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	
053467	MIDSOUTH PAVING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	

FINAL VENDOR REFERENCE LIST
E. CROSS, YATES, ESCAMBIA & OSCEOLA OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT
ENGINEERING

Vendor	Name	Address	City	St	Zip Code	SMWBE
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505	
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	
002720	PANHANDLE GRADING & PAVING INC	2665 SOLO DOS FAMILIAF	PENSACOLA	FL	32534	
030951	PAV'R CONSTRUCTION INC	501 EAST GREGORY ST STE 3	PENSACOLA	FL	32502	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563	Y
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	
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
021834	RANDALL CHAVERS SEPTIC TANK INC DBA R & L PRODUCTS	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
067564	ROBERSON UNDERGROUND UTILITY LLC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	
066848	TALCON GROUP LLC	156 DUPONT ROAD	HAVANA	FL	32333	
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	
002839	TERHAAR & CRONLEY GENERAL CONTRACTOR INC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
030096	W D ROGERS MECHANICAL CONTRACTORS INC	3018 NORTH DAVIS HWY	PENSACOLA	FL	32503	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
070332	WILLIAMS INDUSTRIAL	902 SOUTH MCGEE ROAD	BONIFAY	FL	32425	
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534	Y

Vendors: 79

CROSS STREET @ YATES ST

PROJECT SITE

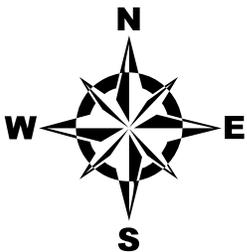
BLACKSHEAR

CROSS

YATES

PARADISE POINT

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





P.O. Box 15311 • 9255 Sturdevant Street
 Pensacola, Florida 32514-0311
 ph: 850 476-5110 • fax: 850 969-3308

October 22, 2018

Mr. Brad Hinote
 City of Pensacola Engineering
 222 W. Main Street
 Pensacola, FL 32502

Re: **ECUA/City of Pensacola Cost Sharing Agreement
 Escambia Ave/Osceola Blvd Stormwater Treatment Enhancement Project
 ECUA CIP# TBD (Escambia/Osceola Water Main Utility Relocation)**

Dear Mr. Hinote:

Per our recent discussions and coordination, the City and ECUA staffs believe it would be best if ECUA's utility work were included in the City contract and performed by the City Contractor. ECUA desires to reimburse the City for the ECUA work summarized below, based on the listed percentages:

Utility Work Description	Construction Estimate	CITY	
		ECUA Portion	County Portion
Relocation/Upgrade to water main system (incl piping, fittings, Flush Hydrant, valves, services, etc.)	\$20,000	50% 80%	50% 20%

This construction estimate is based on a cost estimate from ECUA bid tabs. Actual amounts will be based on the actual construction costs, not the estimate listed above. Per this agreement, please budget an additional \$20,000 for your project, of which ECUA is intending on reimbursing ~~50%~~ ^{80%} of the construction costs once relocation/upgrades are completed.

ECUA has agreed to this Cost Sharing Agreement with the signature of the ECUA Executive Director below. Should the City be in general concurrence, then please have the appropriate City person sign where indicated below and return.

Sincerely,

Jacob Kearley
 Jacob Kearley, P.E.
 Project Engineer

ECUA Concurrence:

City of Pensacola Concurrence:

Stephen E. Sorrell 10-29-18
 Stephen E. Sorrell, PE, MPA Date
 cc: Stacy Hayden, PE, ECUA Director of Engineering
 Tony Johnson, ECUA East Region Superintendent



[Signature]
 City of Pensacola Representative Date

ATTEST *[Signature]*

O:\Engineering Staff\Jacob Kearley\City Projects\Escambia_Yates\City Pcola Escambia-Osceola Reimbursement Agreement art. docx

Vicki Campbell
 District One

Lola Benson
 District Two

Elvin McCorvey
 District Three

Dele Perkins
 District Four

Larry Walker
 District Five

MEMORANDUM

TO: Keith Wilkins, City Administrator

FROM: Brad Hinote, Engineering Project Manager

DATE: November 8, 2018

SUBJECT: East Cross, Yates, Escambia, and Osceola Outfalls at Bayou Texar Stormwater Treatment Enhancement Project

RECOMMENDATION:

That the City Administrator or the appropriate designee execute the attached cost sharing agreement between the City and ECUA.

SUMMARY:

The East Cross, Yates, Escambia, and Osceola Outfalls at Bayou Texar Stormwater Treatment Enhancement Project is slated to go out for bid in the coming months. As part of the project, ECUA has requested that the City incorporate replacement of the ECUA owned waterline into our construction plans as part of the overall project. As ECUA owns the waterline, they've agreed to reimburse the City for 80% of the projected cost for this waterline while they City will cover 20%. The City's portion, 20%, is for the portions of the City owned infrastructure that would have been damaged regardless of whether the improvements were made to the waterline. The staff in Engineering has reviewed this agreement and deemed this to be a fair and equitable proposal.

STAFF CONTACT:

Brad Hinote, P.E., Engineering Project Manager
Derrick Owens, P.E., D.WRE, Director of Public Works and Facilities/City Engineer

Memorandum

File #: 19-00040

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PENSACOLA ENERGY - AWARD OF BID #19-005, NATURAL GAS PIPELINE CONSTRUCTION NORTH HILL LOW PRESSURE AREA UPGRADES

RECOMMENDATION:

That City Council award Bid #19-005 Natural Gas Pipeline Construction to R.A.W. Construction, LLC, in the amount of \$881,650.00 for the natural gas infrastructure replacement project, \$289,468.38 for the unit price and miscellaneous work option as outlined in the bid specifications plus a 10% contingency of \$117,111.84 for a total amount of \$1,288,230.22 for a period of one year. Further, that Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Sealed bids were received December 18, 2018 for a contract to replace aging natural gas pipelines (infrastructure replacement). One vendor, R.A.W Construction, responded to the City's invitation to bid. Pricing is for one (1) project for the completion of the cast iron low pressure upgrade in the North Hill area. The contract also provides for unit price option and miscellaneous outside work in addition to the specified work order. Unit price option is for miscellaneous work for natural gas pipeline maintenance, replacement, and new construction. Miscellaneous outside work is based on hourly rates for out of scope work or change order work. Miscellaneous projects may arise, for example, in a case of emergency such as unusual weather conditions or to assist with system expansion.

PRIOR ACTION:

November 8, 2018 - City Council adopted FY 2019 Non-Encumbered Carryover Budget Resolution No. 18-50 appropriating the remaining balance of the Gas System Revenue Note, Series 2016.

November 29, 2016 - City Council approved a resolution authorizing a financing not to exceed \$15 million to finance the acquisition and construction of certain capital improvements to the gas system.

FUNDING:

Budget: \$1,288,300.00
Actual: \$ 881,650.00 Construction Contract
289,468.38 Miscellaneous Work Option
117,111.84 10% Contingency
Total \$1,288,230.22

FINANCIAL IMPACT:

Funds have been appropriated in the Gas Utility Fund from the Florida Gas System Revenue Note, Series 2016. The balance remaining at the end of Fiscal Year 2018 was carried forward on Supplemental Budget Resolution No. 18-50

CITY ATTORNEY REVIEW: Yes

1/28/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Richard Barker, Jr., Chief Financial Officer
Don J. Suarez, Pensacola Energy Director

ATTACHMENTS:

- 1) Bid Tabulation - Bid No. 17-012
- 2) Final Bidder Reference List - Bid No. 19-005

PRESENTATION: No

TABULATION OF BIDS

BID NO: 19-005

TITLE: ONE (1) YEAR CONTRACT FOR NATURAL GAS PIPELINE CONSTRUCTION
– NORTH HILL LOW PRESSURE AREA UPGRADES

OPENING DATE: December 18, 2018

OPENING TIME: 2:30 P.M.

DEPARTMENT: Pensacola Energy

R. A. W.
CONSTRUCTION,
LLC
Tallahassee, FL

Project - North Hill (IRC 8582)

\$881,650.00

Unit Price Work Total

\$289,468.38

Total Bid

\$1,171,118.38

M/WBE Goal: 3%

M/WBE Participation

4.1%

Attended Prebid

Yes

Opening Date: 12/18/18

Bid No.: 19-005

FINAL VENDOR REFERENCE LIST
ONE (1) YEAR CONTRACT FOR NATURAL GAS PIPELINE CONSTRUCTION
NORTH HILL LOW PRESSURE AREA UPGRADES
PENSACOLA ENERGY

Vendor	Name	Address	City	St	Zip Code	SMWBE
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
068571	B&W UTILITIES INC	1610 SUCCESS DRIVE	CANTONMENT	FL	32533	
002504	BARNES FEED STORE INC	8650 NORTH PALAFOX HWY	PENSACOLA	FL	32534	Y
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
070400	BIG SKY UNDERGROUND LLC	2172 W NINE MILE ROAD	PENSACOLA	FL	32534	
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	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 CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW RD	MILTON	FL	32583	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	Y
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	Y
058801	M & H CONSTRUCTION SERVICES INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
058953	PARSCO LLC	714 NORTH DEVILLIERS ST	PENSACOLA	FL	32501	Y
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
073174	PERRITT, CHRISTOPHER LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
066152	PRINCIPLE PROPERTIES INC	3773 HIGHWAY 87 S	NAVARRE BEACH	FL	32566	Y
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	
021834	R & L PRODUCTS INC	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
049117	RAW CONSTRUCTION LLC	710 LEWIS BLVD SOUTH	TALLAHASSEE	FL	32305	

Opening Date: 12/18/18

Bid No.: 19-005

FINAL VENDOR REFERENCE LIST
ONE (1) YEAR CONTRACT FOR NATURAL GAS PIPELINE CONSTRUCTION
NORTH HILL LOW PRESSURE AREA UPGRADES
PENSACOLA ENERGY

Vendor	Name	Address	City	St	Zip Code	SMWBE
70483	REV CONSTRUCTION INC	2201 11TH STREET	TUSCALOOSA	AL	35401	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
067564	ROBERSON UNDERGROUND UTILITY LLC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
068159	SOUTHERN DRILL SUPPLY INC	1822 BLACKBIRD LANE	PENSACOLA	FL	32534	
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
069066	UNDERGROUND SOLUTIONS LLC	3070 GODWIN LN	PENSACOLA	FL	32526	Y
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

Vendors: 50

Memorandum

File #: 19-00087

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT FOR INVITATION TO BID (ITB) #18-037 FLEET MAINTENANCE GARAGE RENOVATION

RECOMMENDATION:

That City Council award a contract to Vision Construction Ent., Inc. for ITB #18-037 Fleet Maintenance Garage Renovation in the amount of \$337,500 plus a 15% contingency of \$50,625 for a total amount of \$388,125. Further, that City Council authorize the Mayor to take all actions necessary to execute the contract and complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On September 28, 2018, the City issued an invitation to bid on the Fleet Maintenance Garage Renovation. This project will consist of demolition work and renovation of the existing building by relocating utilities and modernizing restrooms, relocating the breakroom and office spaces. This project is necessary to bring the facility into compliance with the Americans with Disabilities Act (ADA), and to modernize the facility for improved efficiency, productivity and occupational health related issues.

On November 8, 2018, a total of seven contractors submitted bids; the lowest responsive quote was received from Vision Construction Ent., Inc. It is recommended that Vision Construction Ent., LLC be awarded the contract with a 15% contingency as recommended by the City's Public Works & Facilities Department. The additional contingency is necessary as the facility is nearly fifty years old and there are no detailed drawings or plans available for the building, requiring significant demolition before all modifications and upgrades are fully known.

PRIOR ACTION:

None

FUNDING:

Budget: \$520,000 Central Services Fund

Actual:	\$337,500	Base Bid
	50,625	15% Contingency
	33,300	Architectural & Engineering
	10,000	Miscellaneous
	\$431,425	

FINANCIAL IMPACT:

The Fiscal Year 2018 Budget included \$170,000 in the Central Services Fund for the renovation of the Garage Facility. The balance remaining at the end of Fiscal Year 2018 was carried forward to Fiscal Year 2019. An additional \$350,000 was included in the Fiscal Year 2019 Budget for a total budget of \$520,000. To date, \$33,430.62 has been spent on this project leaving a balance of \$486,569.38 to complete this project.

CITY ATTORNEY REVIEW: Yes

2/5/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Dennis Fleming, Sanitation Services and Fleet Management Director

ATTACHMENTS:

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

PRESENTATION: No

TABULATION OF BIDS

BID NO: 18-037

TITLE: FLEET MAINTENANCE GARAGE RENOVATION

OPENING DATE: November 8, 2018	VISION	EMPIRE	SOUTHEASTERN	A.E. NEW,	GSI	DOMINGUEZ	MCDELTA,
OPENING TIME: 2:30 P.M.	CONSTRUCTION	BUILDERS	CONSTRUCTION,	JR., INC.	CONSTRUCTION	DESIGN-BUILD,	LLC
	ENT., INC.	GROUP	INC.		CORP., INC.	INC.	
DEPARTMENT: Sanitation/Fleet Management	Pensacola, FL	Pensacola, FL	Pensacola, FL	Pensacola, FL	Pace, FL	Pensacola, FL	Pensacola, FL

Base Bid	\$337,500.00	\$403,500.00	\$417,825.00	\$436,000.00	\$509,000.00	\$512,000.00	<i>Non-responsive</i>
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M/WBE Participation	0%	0%	0%	6.8%	0%	100%	
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Attended Prebid	Yes	Yes	Yes	Yes	Yes	Yes	
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Opening Date: 11/08/18

Bid No.: 18-037

**FINAL VENDOR REFERENCE LIST
FLEET MAINTENANCE GARAGE RENOVATION
SANITATION/FLEET MAINTENANCE**

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
071098	ACCELERATED CONSTRUCTION SERVICES INC	P O BOX 1005	GONZALEZ	FL	32560	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
067490	ALL PRO PAINTING CONTRACTORS LLC	1200 NORTH "W" STREET	PENSACOLA	FL	32505	
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
050729	BEVERWYCK SOUTH INC DBA PAUL DAVIS RESTORATN OF P'COLA-FWB	101 E BRAINERD ST STE A	PENSACOLA	FL	32501	
073772	BIGGS CONSTRUCTION COMPANY INC	PO BOX 1552	PENSACOLA	FL	32591	Y
063759	BILL MCBRIDE CONSTRUCTION LLC	320 WEST LLOYD STREET	PENSACOLA	FL	32501	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
065158	BOSS LADY CONCRETE CO LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	Y
046310	CALDWELL ASSOCIATES INTERIORS LLC	116 NORTH TARRAGONA STREET	PENSACOLA	FL	32502	
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
032358	CONSTRUCTION SERVICES OF PENSACOLA DBA BAUGHN RENOVATIONS	2105 NORTH "S" ST	PENSACOLA	FL	32505	
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
023097	DANNY ADAMS DBA ADAMS CONSTRUCTION & REMODELING LLC	3835 CANNON ST	MILTON	FL	32583	
057581	DB CONSTRUCTION LLC DBA GLOBAL RESTORATION SERVICES	3960 WEST NAVY BLVD SUITE 41	PENSACOLA	FL	32507	
062631	DOMINGUEZ DESIGN BUILD INC	4340 DEVEREUX DRIVE	PENSACOLA	FL	32504	Y
075611	ELITE RETAIL	111 BEVERLY PARKWAY STE B	PENSACOLA	FL	32505	
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
048528	EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	Y
035627	FISHER CABINET COMPANY LLC	3900 N PALAFOX ST	PENSACOLA	FL	32505	Y
058107	FOUR FEATHERS CONSTRUCTION LLC	1820 CONDOR DRIVE	CANTONMENT	FL	32533	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	P O BOX 677590	DALLAS	TX	75267	
043447	GM CONCRETE LLC	8557 UNTREINER AVE	PENSACOLA	FL	32534	Y
073703	GRAND SERVICE COMPANY LLC	320 EDGEWATER DRIVE	PENSACOLA	FL	32507	Y
074076	GRAY SERVICE PAVERS CO INC	8121 LILLIAN HWY LOT 90	PENSACOLA	FL	32506	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
063457	GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
063362	GULF COAST COMMERCIAL ENTERPRISE LLC	6901 RABURN ROAD	PENSACOLA	FL	32526	
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
066712	GULFTECH FIRE PROTECTION INC	P O BOX 30153	PENSACOLA	FL	32503	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
048858	HUMPHREYS BUILDING CONTRACTING CO INC	470 TURNBERRY ROAD	CANTONMENT	FL	32533	Y
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	
051467	JAMES MALLORY CONTRACTOR INC	6756 CEDAR RIDGE CIRCLE	MILTON	FL	32570	Y
051546	JOSEPH TRANCHINA PAINTING CONTRACTOR	8457 MELIACEAE DRIVE	PENSACOLA	FL	32514	
061665	JOY GORDON CONSTRUCTION LLC	1957 MEANDER CIRCLE	CANTONMENT	FL	32533	Y
050649	L A SYPERT JOHNSTON JR DBA LA BUILDERS LLC	8520 MERGER RD	PENSACOLA	FL	32514	Y
070474	LANIER, EDDIE B DBA LANIER MASONRY LLC	1530 SIR HORNE DRIVE	PENSACOLA	FL	32505	Y

Opening Date: 11/08/18

Bid No.: 18-037

FINAL VENDOR REFERENCE LIST
FLEET MAINTENANCE GARAGE RENOVATION
SANITATION/FLEET MAINTENANCE

Vendor	Name	Address	City	St	Zip Code	SMWBE
010677	LARRY HALL CONSTRUCTION INC	4740 WOODBINE ROAD	PACE	FL	32571	Y
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
058801	M & H CONSTRUCTION SERVICES INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
059406	MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	
039951	MATTAIR CONSTRUCTION CO INC	57 S COYLE ST	PENSACOLA	FL	32502	Y
062549	MCCORMICK, FRANK DBA MCCORMICK CONSTRUCTION & MANAGEMENT LLC	1153 LIONSGATE LANE	GULF BREEZE	FL	32563	
070661	MCDELT LLC	4675 BALMORAL DRIVE	PENSACOLA	FL	32504	Y
060998	MIXON, ALBERT DBA QUALITY SHEETROCK & PAINTING CONTRACTORS LLC	116 SOUTH DONELSON STREET	PENSACOLA	FL	32502	Y
052946	NORWOOD STUCCO INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
046493	PAMELA BELL SHELTON DBA PURPLE PAMSY INTERIOR REJUVANATIONS	416 MAYBERRY STREET	CANTONMENT	FL	32533	
049009	PARRIS CONSTRUCTION CO LLC	P O BOX 6338	PENSACOLA	FL	32503	Y
058953	PARSCO LLC	714 NORTH DEVILLIERS STREET	PENSACOLA	FL	32501	Y
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	890 S PLALFOX ST STE 202	PENSACOLA	FL	32502	
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
68488	PRO CONSTRUCTION LLC DBA COMPLETE DKI	511 WYNNEHURST STREET	PENSACOLA	FL	32503	Y
049845	QUALITY RENOVATION OF PENSACOLA INC	4039 TEAL WAY	PENSACOLA	FL	32507	
035493	RENOVATION SERVICES	6991 SUNSHINE HILL RD	MOLINO	FL	32577	
071623	REYCO CONTRACTING SOLUTIONS LLC	2172 W NINE MILE RD STE 198	PENSACOLA	FL	32534	Y
071620	ROBERT HEATH INTERIORS INC	5331 KENNETH ROAD	MILTON	FL	32583	
057937	ROPER & ROPER GENERAL CONTRACTORS LLC	5042 SKYLARK COURT	PENSACOLA	FL	32505	
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
054975	SEC RENOVATIONS	1876 EDGEWOOD DRIVE	NAVARRE	FL	32566	
024992	SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
035108	SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA STREET	PENSACOLA	FL	32502	Y
049256	SPECIALTY PRODUCTS INC	2325 WEST CERVANTES STREET	PENSACOLA	FL	32505	Y
057076	SUNRISE CONTRACTING SERVICES INC	1509 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	Y
052969	TALTON, SHARON DBA LBG REMODELING AND REPAIR	1355 WISHBONE ROAD	CANTONMENT	FL	32533	
019561	TEDDER, DAVID DBA DAVID TEDDER PAINTING	9439 ABB PITTMAN RD	MILTON	FL	32570	Y
030430	TOMPKINS PAINTING INC	3516 N. "S" ST	PENSACOLA	FL	32505	Y
073229	TRACY SIMON DBA TOUCHED BY TRACY PAINTING & DESIGNS LLC	1662 HOLLOW POINT DRIVE	CANTONMENT	FL	32533	Y
058764	URBAN INFILL CORPORATION	P O BOX 4387	PENSACOLA	FL	32507	
054211	VALLIA WARREN CONSTRUCTION SYSTEMS INC	3130 NORTH E STREET	PENSACOLA	FL	32501	Y
027461	VISION CONSTRUCTION ENT INC	P O BOX 9604	PENSACOLA	FL	32513	Y
051237	WATSON, ALFRED D ALFRED WATSON CONSTRUCTION LLC	4007 NORTH "W" STREET	PENSACOLA	FL	32505	Y
051855	WHITE CONSTRUCTION & RENOVATION INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	
021725	WHITESELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD SUITE 212	PENSACOLA	FL	32534	Y
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 84

Memorandum

File #: 19-00056

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

VERIZON WIRELESS - FIRST AMENDMENT TO AGREEMENT

RECOMMENDATION:

That City Council approve the First Amendment to the Agreement between Verizon Wireless Personal Communications (Verizon Wireless) and the City of Pensacola for the Telecommunication Tower located at 1518 Woodchuck Avenue, Pensacola, Florida 32521, also known as the “Scenic Heights Tower.” Further, that City Council authorize the Mayor to take all actions necessary to execute the amended agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In April 1997, the City of Pensacola entered into an agreement with PrimeCo Personal Communications, L.P. (“PrimeCo”) for the construction of a communication tower. The agreement called for PrimeCo to build a 250-foot communication tower and upon completion, transfer ownership of the tower to the City of Pensacola. Further, the agreement allowed PrimeCo to locate their telecommunication equipment on the tower at no cost. The benefit to the City was the ability to put its own communication equipment on the tower without paying lease fees. The initial term of the agreement was for a period of twenty-five (25) years, ending in the year 2022.

Verizon Wireless is the successor to PrimeCo. As allowed under the agreement, Verizon is requesting an amendment to the agreement to install new communication equipment on the tower.

The proposed equipment changes have been reviewed by the City’s telecommunication consultant, Omnicom Consulting Group of Tallahassee. The consultant has found the proposed changes to be in conformance with the agreement terms, current safety standards, and will have no negative impact on the City’s communication equipment currently located on the tower.

PRIOR ACTION:

January 16, 1997 - City Council approved an agreement with PrimeCo for the construction of a communications tower.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

1/28/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Richard Barker, Jr., Chief Financial Officer
Brenda Kahalley, Technology Resources Manager

ATTACHMENTS:

- 1) Original Bill of Sale and Lease Agreement
- 2) First Amendment to Agreement (Scenic Heights)
- 3) Scenic Heights Structural Analysis (Pass)

PRESENTATION: No

Instrument Prepared By:
George Howell, Esq.
8875 Hidden River Parkway
Suite 350
Tampa, Florida 33549

BILL OF SALE

THIS BILL OF SALE, made this **20th day of October, 1998**, between **PRIMECO PERSONAL COMMUNICATIONS, LIMITED PARTNERSHIP**, a Delaware limited partnership with offices at Lakeway III, 3838 N. Causeway Boulevard, Suite 3250, Metairie, Louisiana 70002 ("Seller"), and **THE CITY OF PENSACOLA, FLORIDA**, a municipal corporation ("Purchaser"), recites and provides as follows:

RECITALS:

Seller, as lessee, entered into an Agreement, a copy of which is attached hereto as **Exhibit A** (the "Agreement") whereby the Seller licensed certain ground and tower space on the real property located at 1518 Woodchuck Avenue, County of Escambia, Florida (the "Demised Premises"); and

Pursuant to the terms and conditions of the Agreement, Seller agreed to install a 250 foot self supporting antenna tower (the "Tower") and accompanying equipment shelter (the "Shelter") on a portion of the Demised Premises (collectively, the "Tower Facilities") at locations to be agreed upon by Seller and Purchaser, and upon installation, to convey the Tower Facilities, which are more particularly described on **Exhibit B** attached hereto, to Purchaser.

Seller desires to bargain, sell, assign, transfer, and set over to the Purchaser, to the extent saleable, assignable and transferable, the Tower Facilities, subject to the provisions of the Agreement, and Purchaser desires to purchase the Tower Facilities.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the Agreement and the mutual covenants and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby bargains, sells, assigns, transfers and sets over to the Purchaser, subject to the provisions of the Agreement, and Purchaser hereby purchases, to the extent saleable, assignable and transferable, the Tower Facilities, subject to the Agreement.

TO HAVE AND TO HOLD the said tangible property unto the Purchaser, its successors and assigns forever.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS BILL OF SALE, IT IS UNDERSTOOD AND AGREED THAT (A) SELLER'S ANTENNA ARRAY, CABLE RUNS, AND ASSOCIATED EQUIPMENT LOCATED ON THE TOWER SHALL REMAIN THE PROPERTY OF SELLER AND (B) THE TOWER FACILITIES ARE

BEING SOLD, ASSIGNED, TRANSFERRED, AND CONVEYED HEREUNDER "AS IS, WHERE IS, WITH ALL FAULTS" WITHOUT ANY REPRESENTATION OR WARRANTY BY SELLER.

Notwithstanding any other provision of this Bill of Sale, or any agreements, contracts or obligations that may derive herefrom, including, but not limited to, the Agreement, nothing in this Bill of Sale shall be construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other party, it being the intention of this Bill of Sale merely to provide for and evidence the purchase and sale of the Tower Facilities.

This Bill of Sale shall be construed, performed and enforced in accordance with the laws of the State of Florida, without regard to conflicts of laws principles.

WITNESS the following signatures and seals:

Witnesses:


Print Name: TRACY L. SAMUELS


Print Name: D.J. PALMISANO

SELLER:

PRIMECO PERSONAL COMMUNICATIONS, LIMITED PARTNERSHIP, a Delaware limited partnership

By: 
Print Name: **Sharon A. Marrow**

Title: **Vice President / General Manager**

Date: Oct 20, 1998

Address: 3838 N. Causeway Boulevard, Suite 3250
Metairie, Louisiana 70002

STATE OF LOUISIANA
PARISH OF JEFFERSON

The foregoing instrument was subscribed before me this 20th day of October, 1998, by SHARON A. MARROW as V.P. / G.M. of PrimeCo Personal Communications, Limited Partnership, a Delaware limited partnership, on behalf of the partnership. He/She is personally known to me or has produced _____ as identification.

MICHAEL A. VITENAS, NOTARY PUBLIC
STATE OF LOUISIANA PARISH OF JEFFERSON
MY COMMISSION IS FOR LIFE


(Official Notary Signature)
Print Name: Michael A. Vitenas
Notary Public - State of Louisiana

NOTARY ATTESTS TO
SIGNATURES ONLY

Witnesses:

Print Name: _____

Print Name: _____

PURCHASER:

THE CITY OF PENSACOLA, FLORIDA, a
municipal corporation

By: *Thomas J. Bonfield*

Print Name: Thomas J. Bonfield

Title: City Manager

(SEAL)

Date: 11/18/98

Address: 180 Governmental Center
Pensacola, FL 32501

STATE OF FLORIDA
COUNTY/CITY OF Pensacola, to-wit:

ATTEST: *Shirley F. White*
CITY CLERK

The foregoing instrument was acknowledged before me this 18th day of November,
1998, by Thomas J. Bonfield as City Manager of
The City of Pensacola, Florida, a municipal corporation. He/She is personally known to me or has
produced N/A as identification.

Ericka L. Burnett
(Official Notary Signature)

Print Name: Ericka L. Burnett

Notary Public - State of Florida



Ericka L. Burnett
MY COMMISSION # CC741792 EXPIRES
May 11, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT A
THE AGREEMENT

AGREEMENT

This Agreement is made as of the date set forth below by and between PRIMECO PERSONAL COMMUNICATIONS, L.P., a Delaware limited partnership with offices at 3728 Phillips Highway, Suite 360, Jacksonville, FL ("PrimeCo") and THE CITY OF PENSACOLA, a municipal corporation ("City").

RECITALS:

A. City is the grantee of a non-exclusive easement by the ESCAMBIA COUNTY UTILITIES AUTHORITY ("ECUA") for construction and maintenance of a communications tower and appurtenances on that certain tract or parcel of real property lying and being in Escambia County, Florida, being commonly known as SCENIC HEIGHTS, and being more particularly described on Exhibit "A" attached hereto and made a part hereof ("Property").

B. City and PrimeCo have agreed, subject to the terms and conditions hereof, that PrimeCo shall construct, on a portion of the Property, an antenna tower and equipment shelter to be jointly used by PrimeCo and City for their respective communications needs.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, City and PrimeCo hereby covenant and agree as follows:

1. CONSTRUCTION OF TOWER AND SHELTER.

a. At such time as PrimeCo has obtained all necessary governmental permits pursuant to Paragraph 5 herein below, PrimeCo shall construct a 250 foot self supporting antenna tower (the "Tower") and accompanying equipment shelter (the "Shelter") on a portion of the Property (the "Tower Site"). The location of the Tower Site shall be that portion of the Property identified on Exhibit "B", Scenic Heights Plot Plan..

b. The Tower and Shelter shall be constructed on the Tower Site by PrimeCo substantially in accordance with specifications attached hereto as Exhibit "C" (hereinafter referred to as "Specifications").

2. CONVEYANCE OF TOWER AND SHELTER.

Upon completion of the Tower and Shelter, PrimeCo shall unconditionally and absolutely convey the Tower and Shelter to the City by duly executed Bill of Sale. The Bill of Sale shall be delivered by PrimeCo to the City, and the City shall be owner of the Tower and Shelter from the date of delivery of the Bill of Sale (the "Conveyance Date"), subject to the rights of PrimeCo and the City under this Agreement. Conveyance of Tower and Shelter to the City by PrimeCo shall be in lieu of rental consideration for the

term of this Agreement (Bill of Sale to City at a price of \$0.00 and Rent to be paid by PrimeCo at a cost of \$0.00 annually).

3. **PERMITTED USE.**

City shall have the right to locate on the Tower and in the Shelter those items of communications equipment described in Exhibit "C" (the "City Communications Equipment"). The City Communications Equipment shall be and remain the property of the City throughout the Agreement Term. PrimeCo shall have the right to, and the City hereby grants PrimeCo a license to, locate on the Tower and in the Shelter such equipment as described in Exhibit "D", which shall include PrimeCo's immediate and estimated future communications equipment requirements, provided that such equipment, and the operation thereof, shall not in any manner interfere with the communication system operated by the City using the City Communications Equipment.

4. **TERM OF AGREEMENT.**

The Initial Term of this Agreement, including without limitation the easements and licenses granted hereby, shall be for a period of twenty-five (25) years commencing on the Conveyance Date (the "Initial Term"). Provided PrimeCo has complied with all the terms and conditions hereof during the Initial Term, PrimeCo shall have the option of extending this Agreement for one additional ten (10) year term commencing on the expiration of the Initial Term (the "Extended Term"). PrimeCo shall notify the City of its election to extend the term of this Agreement by providing the City with notice of such intention not less than six (6) months prior to the expiration of the Initial Term. The Extended Term shall be upon the same terms and conditions as the Initial Term. The Initial Term and Extended Term, if applicable, being hereinafter collectively referred to as the "Agreement Term". Rents due and payable by PrimeCo during the Agreement Term shall be \$0.00 (rent free).

5. **GOVERNMENTAL PERMITS.**

The obligations of the parties under this Agreement shall be conditioned upon PrimeCo obtaining, at its cost and within a reasonable time from the date hereof, all necessary governmental permits and approvals required in connection with the construction of the Tower and Shelter. In the event PrimeCo is unable to obtain all necessary governmental permits or approvals for the construction of the Tower and Shelter within a reasonable time from the date hereof, PrimeCo shall notify City pursuant to the Notice provisions herein below, whereupon the Agreement shall be void and of no further force and effect.

6. **MAINTENANCE, REPAIRS AND EMERGENCY POWER.**

a. Throughout the Agreement Term, PrimeCo, at its sole cost and expense, shall maintain the Tower and Shelter, and shall make all necessary repairs thereto,

structural and non-structural, ordinary and extraordinary. All repairs shall be made by PrimeCo in conformity with the overall construction of the Tower and Shelter, shall be equal in quality and class to the original work, and shall be in accordance with all applicable building codes and governmental regulations. In addition to all necessary maintenance and repairs, PrimeCo may make modifications and alterations to the Tower and Shelter, provided such modification or alterations do not interfere with the rights of the City under this Agreement. The City shall be responsible at its sole cost and expense for all maintenance and repairs of the City Communications Equipment.

b. Throughout the Agreement Term, PrimeCo, at its sole cost and expense, shall provide and maintain a standby emergency electrical generator on the Tower Site. Said standby emergency electrical generator shall, in addition to being used by PrimeCo to provide emergency electrical power to the Shelter's air conditioning unit and PrimeCo's communications equipment in the Shelter and on the Tower, provide emergency electrical power to the City Communications Equipment in the Shelter and on the Tower. Said generator shall be of sufficient capacity to adequately service all of the foregoing.

7. TOWER SITE AND SHELTER ACCESS.

a. During the term of this Agreement, the Tower Site shall remain fenced and locked at all times. The City and PrimeCo shall each have a key to the fence gate and shall each be entitled to access to the Tower Site at all times. The interior of the Shelter shall be partitioned in the manner shown in the Specifications, with a portion being allocated to the use of PrimeCo, and a portion being allocated to the use of the City. PrimeCo shall keep its portion of the Shelter locked at all times, and the City shall not be entitled to access to PrimeCo's portion of the interior of the Shelter without PrimeCo's prior written consent, except as may be necessary in emergency situations. The City shall keep their portion of the Shelter locked at all times and PrimeCo shall not be entitled to access to the City's portion of the interior of the Shelter without the City's prior written consent, except as may be necessary in emergency situations.

b. The City hereby grants to PrimeCo a non-exclusive easement for ingress, egress and utilities over such portions of the Property for unrestricted access thereto seven (7) days a week, twenty-four (24) hours a day, as may be necessary for PrimeCo to exercise their rights, and perform their obligations, under this Agreement.

c. The City and PrimeCo agree, where reasonably possible, to provide prior written notice to the other party of any work or activity to be performed on the Tower so that PrimeCo or the City may, if either elects to do so, have a representative present. The foregoing requirement shall not apply in emergency situations.

d. The City hereby agrees to allow PrimeCo to park vehicles on the Property at areas designated by the City during initial construction, installation, and maintenance of the Tower Site.

8. **HAZARDOUS MATERIALS**

The City and PrimeCo each agree that they will not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the City's or ECUA's Property in violation of any applicable law or regulation. The City and PrimeCo each agree to defend and indemnify the other and the other's partners, affiliates, agents, and employees against any and all losses, liabilities, claims, and/or costs (including, but not limited to reasonable attorneys' fees and costs) arising from any breach of this provision. As used in this paragraph "Hazardous Material" shall mean any substance, chemical, or waste identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation (including petroleum and asbestos).

9. **UTILITIES AND TAXES.**

The electrical service to PrimeCo and the City communications equipment shall each be separately metered. PrimeCo and the City shall pay the cost of all electricity supplied to their respective portions of the Tower Site. PrimeCo shall be responsible for any tangible personal property taxes assessed against its equipment located on the Tower or Shelter. PrimeCo shall be responsible, to the extent imposed, for any ad valorem property taxes assessed against the Tower Site or tangible personal property taxes assessed against the Tower, Shelter, or any equipment located in the Shelter or on the Tower and owned by the City.

10. **INDEMNITY AND INSURANCE.**

PrimeCo shall procure and maintain insurance of the types and to the limits specified at all times during the terms of this Agreement.

The term City and ECUA as used in this section of the Agreement are, respectively defined to mean the City of Pensacola itself, the ESCAMBIA COUNTY UTILITIES AUTHORITY itself, and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents. PrimeCo and the City understand and agree that the minimum limits of insurance herein required may become inadequate during the term of this Agreement. PrimeCo and the City agree that the minimum limits may be increased to industry standards upon any annual anniversary date of this Agreement.

Insurance shall be issued by an insurer who is licensed to do business in the State of Florida with a best rating of B-VIII. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

a. **WORKERS' COMPENSATION** - PrimeCo shall purchase and maintain Workers' Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately

obtained policy, must include Employers Liability Coverage of at least \$500,000 each person - accident, \$500,000 each person - disease, \$500,000 aggregate - disease.

b. **COMMERCIAL GENERAL, AUTOMOBILE AND UMBRELLA LIABILITY COVERAGES** - PrimeCo shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City and ECUA shall each be an Additional Insured under the policy for the terms and conditions of this Agreement. Neither the City nor ECUA shall be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Broad Form Comprehensive General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this specific Agreement, personal injury liability and broad form property damage liability. The coverage shall be written on an occurrence-type basis.

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

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

c. **CERTIFICATES OF INSURANCE** - Required insurance shall be documented in the Certificates of Insurance which provide that the City and ECUA shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City and ECUA shall be named on each Certificate as an Additional Insured and this Agreement shall be listed. If required by the City and/or ECUA, PrimeCo shall furnish copies of PrimeCo's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City and ECUA an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. PrimeCo shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and ECUA and shall file with the City and ECUA Certificates of Insurance under the new policies prior to the effective

date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City and ECUA, PrimeCo shall, upon instructions of the City, cease all operations under the Agreement until directed by the City, in writing, to resume operations. The Certificate Holders shall read:

City of Pensacola
Department of Risk Management
P. O. Box 12910
Pensacola, Florida 32521-0063

Escambia County Utilities Authority
P.O. Box 15311
Pensacola, FL 32514

d. **INSURANCE OF PRIMECO PRIMARY** - PrimeCo's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above PrimeCo's coverage. PrimeCo's policies of coverage will be considered primary as relates to all provisions of the Agreement.

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

f. **HOLD HARMLESS** - PrimeCo shall hold harmless the City and ECUA, their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, including loss or use thereof, which arise solely out of the negligence of PrimeCo, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. In addition, PrimeCo agrees to hold harmless the City of Pensacola and ECUA from any liability arising solely from the City's or ECUA's ownership or occupancy of the Property. PrimeCo's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

Furthermore, subject to sovereign immunity and statutory limitations, the City shall hold harmless PrimeCo from any and all claims suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, which arise solely out of negligence of the City or ECUA directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement.

g. **PAY ON BEHALF OF THE CITY** - The negligent party in accordance with Paragraph 10.f. above, hereinafter referred to as the "First Party", agrees

to pay on behalf of the second party (non-negligent party, hereinafter referred to as the "Second Party"), as well as provide a legal defense for the Second Party, both of which will be done only if and when requested by the Second Party, for all claims as described in the Hold Harmless paragraph. Such payment on behalf of the Second Party shall be in addition to any and all other legal remedies available to the Second Party and shall not be considered to be the Second Party's exclusive remedies.

11. NOTICES.

All notices, consents, or other communications permitted or required to be given under this Agreement shall be given in writing and delivered in person or sent by overnight courier service or certified mail, return receipt requested and postage prepaid, to the parties at the following addresses:

PRIMECO: PRIMECO PERSONAL COMMUNICATIONS L.P.
3728 Philips Highway, Suite 360
Jacksonville, Florida 32207-6898

CITY: CITY OF PENSACOLA
180 Governmental Center
Pensacola, Florida 32501
Attn: City Manager

Notices delivered in person shall be effective when delivered. Notices forwarded by certified mail shall be deemed effective upon receipt, or in any event not later than ten (10) days after deposit in the United States mails, postage prepaid. If the last day for giving any notice or performing any act under the agreement falls on a Saturday, Sunday, or on a day on which the United States Post Office is not open, the time shall be extended to the next day that is not a Saturday, Sunday, or Post Office holiday. Any party wishing to change the person designated to receive any notice, or the address for any notice, may do so by complying with the notice provisions of this paragraph. Each party hereto may change its address and addressee for notice, election, and other communication from time to time by notifying the other party hereto of the new address and addressee in the manner provided for giving notice herein.

12. FUTURE EXPANSION.

During the term of this agreement, PrimeCo and the City shall be permitted to expand their use of the Tower Site up to their respective allocated capacities (in accordance with Exhibit C and Exhibit D herein). The City's use of the tower site shall be deemed to include the public safety/public service communications requirements of the community in general and may include but not be limited to municipal, county, state and federal agencies. All radio frequencies to be used at the Tower Site shall be coordinated between the parties to preclude harmful electrical interference. PrimeCo may



license additional commercial users at the tower site by written mutual consent of the City. PrimeCo shall be totally responsible for the administration and accounting details associated with such licensure. Revenues generated from leases, rentals, etc., with commercial users shall be first applied to maintenance of the tower site as performed by PrimeCo to the extent of 150 percent of estimated annual maintenance cost (annual maintenance allowance). The excess of such revenues shall then be distributed equally to the City and PrimeCo.

✓ Any and all additional commercial user(s) of the Tower or the Shelter shall protect the City and PrimeCo from communications signal or system interference caused by the additional commercial user(s) and shall promptly remedy such interference at the sole cost and expense of the additional commercial user(s) and, if necessary, such additional commercial user(s) shall cease operations (other than tests) until such interference is corrected to PrimeCo and City sole satisfaction..

During the term of this Agreement, PrimeCo shall consider, in good faith, any request by the City to locate communications equipment of the City on any other tower owned by PrimeCo within Escambia County, Florida; provided that the City shall be responsible for all costs and expenses incurred in connection with such requests, and such communications equipment does not interfere in any manner with PrimeCo's then current or planned future use of such antenna tower, as determined in PrimeCo's sole discretion.

13. **FEASIBILITY PERIOD.**

From the date that this Agreement has been executed by both City and PrimeCo ("Execution Date") until the date that is the earlier of (i) sixty (60) days after the Execution Date or (ii) the date that PrimeCo commences installation of PrimeCo's and City's communication facilities on the Property ("Commencement Date") (such period from the Execution Date to the Commencement Date being referred to herein as the "Feasibility Period"), PrimeCo, its agents and contractors shall have the right to enter upon the City's Property to conduct tests and studies (collectively, "Feasibility Tests"), at PrimeCo's expense, to determine the suitability of the Property for PrimeCo's communication facilities and intended use. The Feasibility Tests may include, without limitation, surveys, soils tests, environmental assessments and radio wave propagation measurements. If PrimeCo determines, in PrimeCo's sole and absolute discretion, that the Property is not suitable for PrimeCo's communications facilities or intended use after conducting any of such Feasibility Tests, PrimeCo shall have the right to terminate this Agreement in accordance with the provisions of Paragraph 14. During the Feasibility Period, the provisions of this Agreement shall be in effect except that the Agreement term and obligation to pay rent shall not have commenced.

14. **TERMINATION.**

PrimeCo shall have the right to terminate this Agreement at any time without further liability hereunder if PrimeCo determines, that any one (1) or more of the following is occurring or has occurred:

A. Approvals and/or Easements Not Obtainable. All Approvals and/or easements for PrimeCo's intended use of, or operation or construction of its communications facilities on, the Agreement Property cannot be obtained; or

B. Approvals and/or Easements Cancelled. Any Approval and/or easement for PrimeCo's intended use of, or operation or construction of its communications facilities on, the Agreement Property is canceled, withdrawn, terminated or denied or expires or lapses; or

C. Re-allocation of Frequencies. The Federal Communications Commission changes or re-allocates the frequencies at which PrimeCo may operate its communications facilities which renders PrimeCo's operation of its communications facilities on the Agreement Property obsolete; or

D. Operations Unprofitable. PrimeCo's operation of its communications facilities on the Agreement Property become unprofitable to PrimeCo; or

E. Ownership: Authority. If a court of competent jurisdiction determines that City does not have legal or sufficient ownership of the Agreement Property or the authority to enter into this Agreement; or

F. Hazardous Materials. The City's Property contains a Hazardous Material, as defined in Paragraph 8; or

G. Title. If a court of competent jurisdiction determines that The status of the title to the Agreement Property is unacceptable; or

H. Feasibility. Based on the results of any Feasibility Tests, conducted pursuant to Paragraph 13 herein, the Agreement Property is not suitable for PrimeCo's intended use or the operation or construction of its communications facilities; or

I. Technological Reasons. PrimeCo no longer desires to operate its communications facilities on the Agreement Property for technological reasons including, without limitation, changes in equipment and system design or usage patterns or obsolescence.

PrimeCo may terminate this Agreement by giving City written notice thereof in accordance with the provisions of Paragraph 11. If PrimeCo elects to terminate this Agreement pursuant to this Paragraph 14, this Agreement shall terminate as of the date set

forth in the notice of termination sent by PrimeCo to City. All rights and obligations of City and PrimeCo arising after the date of termination shall terminate.

15. ASSIGNMENT; SUBAGREEMENT; LICENSE.

PrimeCo shall have the right to (i) assign this Agreement and/or (ii) sublet and/or license all or any portion of this Agreement.

16. EVENT OF DEFAULT BY PRIMECO.

A. Event of Default. The occurrence of any one (1) or more of the following events shall constitute an "Event of Default" hereunder by PrimeCo:

(i) The failure by PrimeCo to make any payment of rent or any other payment required to be made by PrimeCo hereunder, as and when due, where such failure continues for a period of thirty (30) days after written notice thereof is given by City to PrimeCo.

(ii) The failure by PrimeCo to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by PrimeCo, other than as specified in Paragraph 16. A. (i), where such failure continues for a period of thirty (30) days after written notice thereof is given by City to PrimeCo; provided, however, that it shall not be an Event of Default by PrimeCo if PrimeCo commences to cure such failure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(iii) A voluntary or involuntary petition in bankruptcy is filed by or against PrimeCo, or PrimeCo becomes insolvent (meaning, unable to pay its debts as they become due), or PrimeCo makes a transfer or conveyance in constructive or actual fraud of creditors or makes a general arrangement or general assignment for the benefit of creditors.

B. Remedies Upon Event of Default. If an Event of Default by PrimeCo occurs, in addition to any other remedies available to City at law or in equity, City shall have the right to terminate this Agreement and all rights of PrimeCo hereunder by giving PrimeCo written notice thereof. However, if an Event of Default by PrimeCo occurs, City shall not have the right, prior to the termination of this Agreement by a court of competent jurisdiction, to re-enter the Agreement Property to remove persons or property from the Agreement Property.

17. SALE OR TRANSFER BY CITY.

Should City, at any time during the term of this Agreement, as may be extended, sell, transfer or otherwise convey all or any portion of City's Tower Site to any transferee

other than PrimeCo, such sale, transfer or other conveyance shall be subject to this Agreement and all of PrimeCo's rights hereunder.

18. **MEMORANDUM OF AGREEMENT.**

Concurrently with the execution of this Agreement, City shall execute before a notary and deliver to PrimeCo for recording a "Memorandum of Agreement", also known as "Short Form Lease", in the form of the attached Exhibit "E". Such Memorandum shall not disclose any financial terms, unless required to do so by the laws of the jurisdiction in which such Memorandum is recorded.

19. **GENERAL.**

Time is of the essence of this Agreement. This Agreement constitutes the entire agreement of the parties and may not be amended except by written instrument executed by the parties hereto. The paragraph headings are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Agreement or any provision hereof. The provisions of this Agreement are intended to be independent, and in the event any provision hereof shall be declared by a court of competent jurisdiction to be illegal or invalid, such illegality or invalidity shall not affect the remainder of this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors and assigns, if any. Should any controversy arise out of this Agreement, the prevailing party shall be entitled to recovery of all costs and expenses incurred in settling the controversy, including, but not limited to, reasonable attorney's fees and cost.

20. **EFFECTIVE DATE.**

This Agreement shall become effective when filed in the office of the Clerk of the City of Pensacola. The City shall assume responsibility for the filing of this Agreement.

This Agreement shall become null and void if not fully executed by both PrimeCo and the City of Pensacola on or before midnight April 11, 1997.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the dates set forth below.

CITY OF PENSACOLA, a Florida municipal corporation

By: *[Signature]*
City Manager

ATTEST:

[Signature]
ASST City Clerk

Date: 4/11/97

PRIMECO PERSONAL COMMUNICATIONS L.P.
a Delaware limited partnership

By: *[Signature]*
Claude Ellison, Vice President and General Manager

Date: 4-97

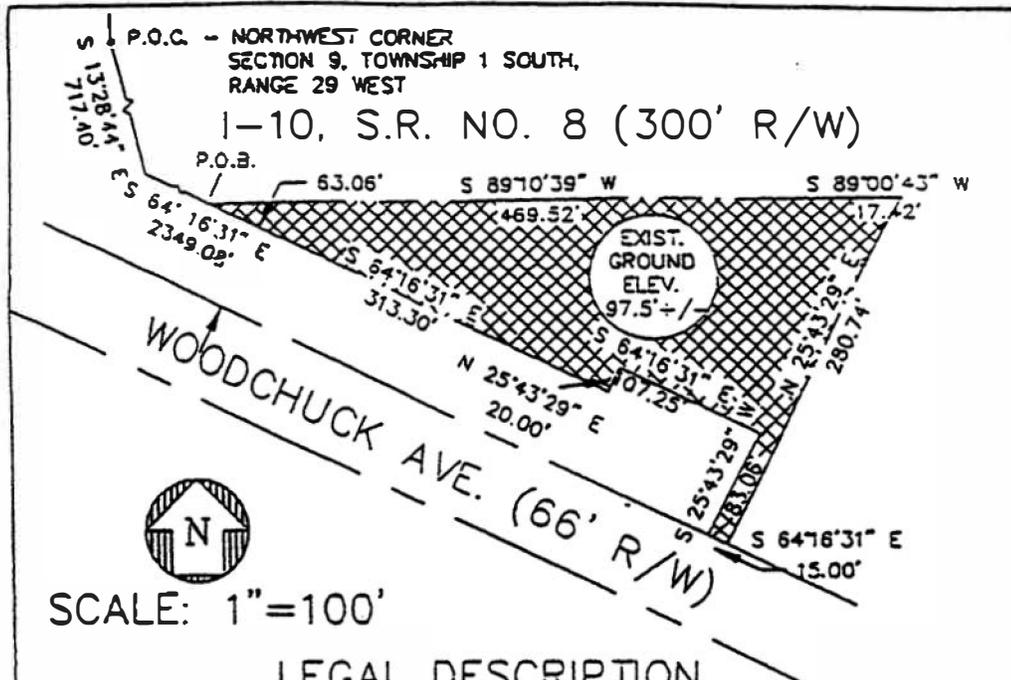
ATTEST:

[Signature]
Kathy Heaton, Site Acquisitions Manager

APPROVED AS TO FORM AND EXECUTION
BY *[Signature]*
Asst. City Attorney
Dated 14 April 1997

Approved as to Contract:
[Signature]
Name
POLICE
Department
Date APRIL 3, 1997

**EXHIBIT A
LEGAL DESCRIPTION**



LEGAL DESCRIPTION

Commence at the northwest corner of Section 9, Township 1 South, Range 29 West, Escambia County, Florida, being the concrete monument at the angle point in the rearline of Lot 3, Block E, Eau Claire Estates, Unit No. 1, filed in Plat Book 8 at page 47 of the public records of the said county; thence South 13°28'44" East along the easterly line of Block E and F of the said Eau Claire Estates, Unit No. 1, for a distance of 717.40 feet; thence South 64°16'31" East along the south line of the north 122.09 acres of the said Section 9, according to the deed recorded in Deed Book 402 at page 225 of the said public records for a distance of 2349.08 feet to a point on the southeasterly right of way line of Interstate No. 10, S.R. No. 8 (300' R/W) for the point of beginning;

Thence continue South 64°16'31" East along the said south line of the north 122.09 acres also being parallel to and 63.06 feet north of the north right of way line of Woodchuck Avenue (66' R/W), for a distance of 313.30 feet; thence North 25°43'29" East for a distance of 20.00 feet; thence South 64°16'31" East for a distance of 107.25 feet; thence South 25°43'29" West, for a distance of 63.06 feet to a point on the northwesterly right of way line of Woodchuck Avenue (66' R/W); thence South 64°16'31" East along the said northwesterly right of way line for a distance of 15.00 feet; thence North 25°43'29" East for a distance of 260.74 feet to a point on the said southeasterly right of way line of Interstate No. 10, said point being on the arc of a circular curve concave to the north having a radius of 3014.28 feet and a central angle of 40°58'30"; thence southwest along the arc of the said curve being the said southeasterly right of way line for an arc distance of 17.42 feet; (chord distance of 17.42 feet; chord bearing of South 89°00'43" West) to the point of tangent of the said curve; thence South 89°10'39" West along the tangent of the said curve being the said southeasterly right of way line for a distance of 469.52 feet to the point of beginning;

The above described tract lies in Section 9, Township 1 South, Range 29 West, Escambia County, Florida, and contains 1.06 acres, more or less.



CITY OF PENSACOLA, FLORIDA
ENGINEERING DIVISION

WOODCHUCK AVENUE ANTENNA SITE
SKETCH - NOT A SURVEY

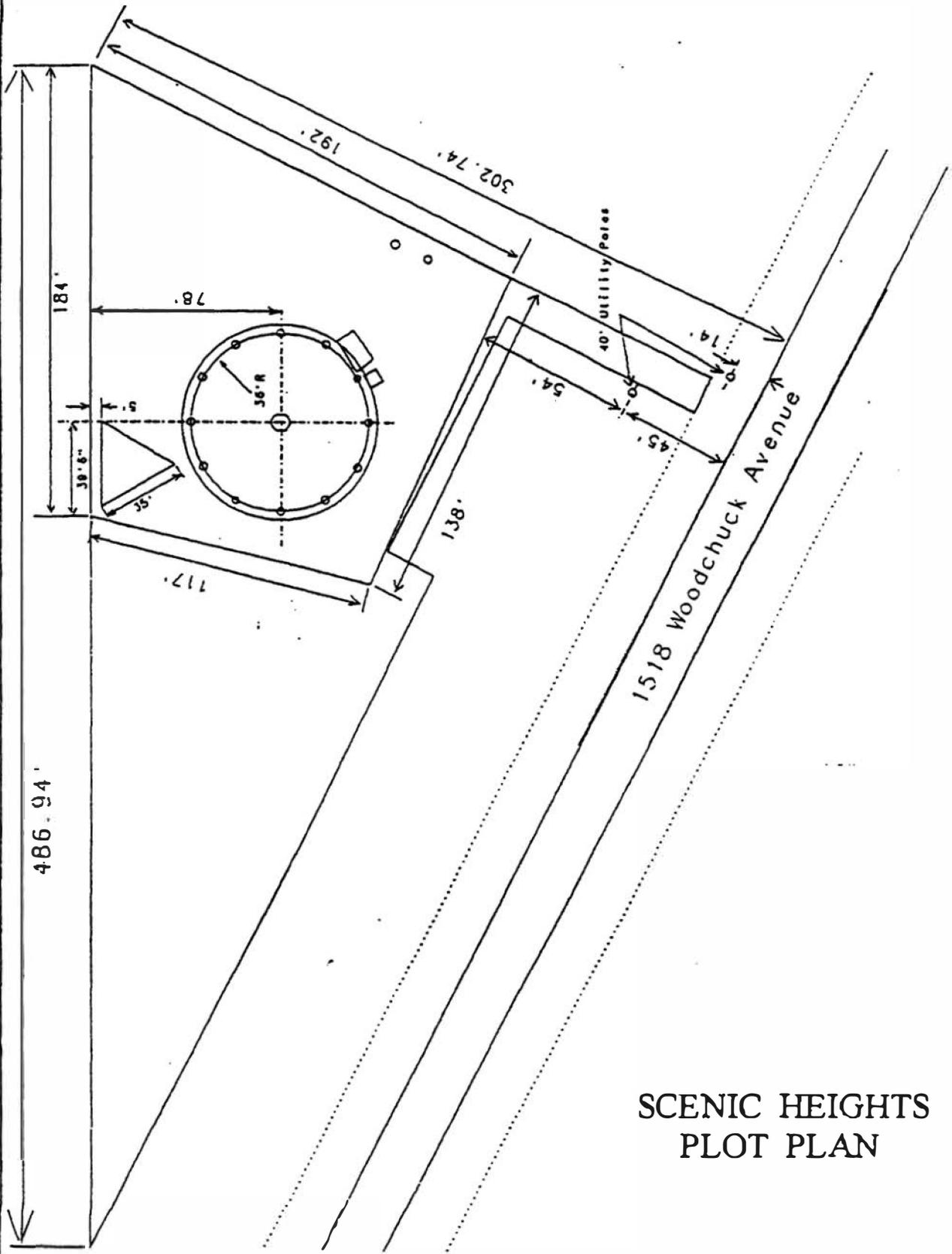
LATITUDE: N.30°30'04.5" DRAWN BY: DLE
LONGITUDE: W.87°10'23.5" DATE: 5/23/96

EXHIBIT B
SCENIC HEIGHTS PLOT PLAN

Interstate 10

Interstate 10

Interstate 10



SCENIC HEIGHTS
PLOT PLAN

EXHIBIT C
TOWER AND BUILDING SPECIFICATIONS

**STATEMENT OF WORK
FOR A
COMMUNICATIONS TOWER,
COMMUNICATIONS EQUIPMENT BUILDING,
AND
EMERGENCY GENERATOR
FOR
THE CITY OF PENSACOLA, FLORIDA**

February, 1997

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**OMNICOM, Inc.
Telecommunications Engineering
930 Thomasville Road, Suite 200
Tallahassee, Florida 32303
Voice: (904) 224-4451
Fax: (904) 224-3059
email: omnicom@polaris.net**

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APPENDIX A - LEGAL DESCRIPTION AND PLOT PLAN

City of Pensacola Tower, Building, and Generator Statement of Work

1. SCOPE OF THE SPECIFICATIONS

1.1 General

This Statement of Work defines the facility requirements of the City of Pensacola to establish a communications site at Scenic Heights in Escambia County, Florida. This Statement of Work for a Communications Tower, Communications Equipment Building, and Emergency Generator is included as Exhibit C in the agreement between the City of Pensacola and PrimeCo Personal Communications, L.P. The requirements stated herein represent the City's requirements only. PrimeCo must consider its own (additional) requirements which arise from PrimeCo's shared use of facility equipment, and incorporate those requirements into the actual equipment provided at the site of installation. Total turnkey system integration and performance shall be the responsibility of PrimeCo.

1.2 Sites of Work and Procurement Overview

This Statement of Work delineates the requirements for the delivery, installation, performance verification, and warranty maintenance of an antenna tower, equipment shelter, and emergency generator at the following site in Escambia County, Florida:

Scenic Heights
1518 Woodchuck Avenue
Pensacola, Florida
Self Supporting Tower, 250 feet AGL
Equipment Building, 12 feet wide by 28 feet long
Emergency Power Generator, 60 kW

The legal description and plot plan of the property are provided in Appendix A of the Agreement between PrimeCo and the City.

1.3 Examination of Site and Statement of Work

PrimeCo is required to carefully examine the proposed communication sites and this Statement of Work, and inform itself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the agreement with the City.

For inspection of the site and any information regarding the general requirements of this Statement of Work, contact Neil Jenkins at (904) 435-1939.

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For information regarding the technical requirements and/or intent of this Statement of Work, contact Jerry Kessler, OMNICOM, Inc. (Technical Consultant to the City) at (904) 224-4451.

1.4 Definitions

Agreement:	The legal agreement between PrimeCo and the City to which this Statement of Work is appended.
City:	City of Pensacola.
County:	Escambia County.
Equivalent:	Shall be taken in its general sense and not mean identical.
PrimeCo:	PrimeCo Personal Communications, L.P.
Technical Consultant	OMNICOM, Inc. Attention: Jerry Kessler 930 Thomasville Road, Suite 200 Tallahassee, Florida 32303 Voice: (904) 224-4451 Fax: (904) 224-3059 email: omnicom@polaris.net

1.5 Services Required

- A. Delivery and installation of equipment listed in Paragraph 1.1 per the requirements stated within this document.
- B. On-site electrical and mechanical checkout of the complete facility delineated by this Statement of Work following installation by PrimeCo.
- C. Delivery of all design and "as built" system documentation as specified in Sections 4.2, 4.4, and 6.5 of this Statement of Work.
- D. Performance verification as described in Section 6 of this Statement of Work.
- E. System/equipment warranty as described in Section 2.6 of this Statement of Work.

2. GENERAL REQUIREMENTS

2.1 PrimeCo's Responsibility

It is understood, and PrimeCo hereby agrees, that it is solely responsible for all equipment, materials, and services proposed.

Notwithstanding the details presented in this Statement of Work, it is the responsibility of PrimeCo to verify the completeness of the materials list and suitability of devices to meet the requirements of this Statement of Work.

2.2 Warranty

All equipment, including material used therein, shall be guaranteed by PrimeCo via the manufacturers' standard warranties against mechanical, electrical, design, and workmanship defects. In the event workmanship defects become evident during installation, PrimeCo shall cause replacement parts, materials, procedures, and labor to be furnished as necessary, at no cost to the City.

2.3 Material and Workmanship

All equipment and materials shall be new and free of corrosion, scratches, burrs, or such other defects as to present no other than new appearance. All equipment must be of current design and manufacture.

All component parts shall be of high quality workmanship, shall be in production at the time of equipment delivery, and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices.

2.4 Instruction Manuals

Instruction manuals sufficient to permit a duly qualified service technician to install, operate, and maintain the equipment shall be provided by PrimeCo for all electrical equipment furnished by the Contractor. The manuals shall reflect the equipment as built.

The instruction manuals shall contain, but not be limited to:

- A. A section defining the capabilities and general operation of the equipment.
- B. A section describing the technical operation of the equipment, including detailed circuit descriptions.
- C. A section describing preventive maintenance, major malfunction identification, and subsequent troubleshooting procedures.

City of Pensacola Tower, Building, and Generator' Statement of Work

- D. A schematic or diagram sufficiently detailed to enable location of test points, power connections, and general troubleshooting references.
- E. A section describing the installation, programming, and optimization of the equipment.

The Purchaser shall be notified of all revision information pertaining to the equipment purchased. During the warranty period, this information shall be supplied to the Purchaser at no cost as it becomes available. (This includes corrections to instruction manuals, etc.)

2.5 Patents and Royalties

PrimeCo shall warrant that the equipment furnished hereunder shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If the City notifies PrimeCo promptly of the receipt of any claim that the equipment or software infringes a United States patent or copyright and gives PrimeCo information, assistance, and exclusive authority to settle and defend such claim, PrimeCo, at its own expense, shall defend, or may settle, any suit or proceeding against the City so far as based on a claimed infringement which breaches this warranty. If, in any such suit arising from such claim, the continued use of the equipment for the purpose intended is enjoined by any court of competent jurisdiction, PrimeCo shall, at its expense and option, either procure for the City the right to continue using the equipment, or modify the equipment so that it becomes non-infringing, or replace the equipment or portions thereof so that it becomes non-infringing.

2.6 Material List

The system design shall include a complete bill of materials listing all major items of equipment and components. The bill of materials shall show quantity, name of manufacturer, model or catalog number, and material description. If the item of equipment has various options, the options that will be provided shall also be listed.

2.7 Inclusion of this Statement of Work

It is agreed that this document in its entirety is included in, and made a part of, the Agreement between the City and PrimeCo

2.8 Subcontractors

If PrimeCo intends to engage a subcontractor or subcontractors to provide any part of the equipment or work required by this Statement of Work, PrimeCo shall provide each subcontractor with a copy of this Statement of Work to ensure the

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subcontractor's awareness and subsequent compliance with all pertinent requirements of the specifications.

2.9 Title and Risk of Loss

Title to the equipment shall pass to the City upon completion of installation and acceptance by the City. Delivery of equipment to City sites and/or PrimeCo's storage facilities shall not constitute acceptance.

Until final acceptance by the City, PrimeCo shall bear risk of loss and damage to the equipment at all locations at which the equipment is stored or installed, including PrimeCo's warehouse and maintenance facilities and City sites. After acceptance by the City, all risk of loss and damage to the equipment shall be borne by the City.

3. EQUIPMENT REQUIREMENTS

3.1 General

This section establishes the industry and government standards upon which equipment manufacture and installation shall be based. An overview is provided to acquaint PrimeCo with the major elements of equipment and services required by this project.

3.1.1 Applicable Publications and Standards

Unless otherwise specified, the most current issue of the following publications and standards as of the execution of the Agreement shall be a part of this specification. In case of inconsistencies between this specification and these publications and standards, the requirements of this specification shall take precedence.

A. Electronic Industry Association Standards:

- | | |
|----------|--|
| EIA-81 | Measuring Ground Resistance and Potential Gradients in the Earth. |
| EIA-222F | Structural Standards for Steel Antenna Towers and Antenna Supporting Structures. |
| EIA-310 | Racks, Panels and Associated Equipment. |

B. Federal Aviation Administration Regulations:

- | | |
|-------------------|--|
| Vol. XI | Objects affecting Navigable Airspace Part 77. |
| Advisory Circular | Obstruction Marking and Lighting, AC 70/7460-1J. |
| Advisory Circular | Specification for Obstruction Lighting Equipment, AC 150/5345-43E. |

C. Federal Communications Commission Rules and Regulations, Code of Federal Regulations, Title 47, Chapter 1, including:

Part 17 - Construction, Marking and Lighting of Antenna Structures.

D. National Fire Protection Association - (NFPA).

National Electrical Code.

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NFPA #37 - Combustion Engines.

NFPA #78 - Lightning Protection Code.

NFPA #110 - Emergency and Standby Power Systems.

NFPA #1221 - Public Fire Service Communications.

- E. American Institute of Steel Construction (AISC).
- F. American Concrete Institute (ACI) - ACI 318.
- G. Concrete Reinforcing Steel Institute (CRSI).
- H. Local Building Codes - City of Pensacola and Escambia County, as applicable.
- I. Motorola Standard R56.

3.2 Overview of Requirements

The major elements contained in this Statement of Work shall be combined by PrimeCo such that the end result for the site of work is a completely finished and functioning communications facility that is ready to accept radio system components. ✕

The major elements of this Statement of Work are:

- A. One 250-foot self-supporting communications tower, equipped as specified.
- B. One communications equipment building, 12 feet wide by 28 feet long, completely furnished, wired, lighted, air conditioned, and equipped with cable trays, grounding system, utility power surge suppression system, and a fire suppression system.
- C. One standby emergency power generator, as specified with 60 kW capacity, automatic transfer panel, and fuel supply system.
- D. Facility grounding and bonding.

4. TECHNICAL REQUIREMENTS

All equipment must be of current manufacture and employ designs, component parts, and production techniques which result in high quality, long-life equipment and facilities. To these ends, this specification will include explicit technical and functional parameters. These parameters are not intended to limit equipment design or restrict equipment to a particular manufacturer. The intent is to establish the minimum acceptable parameters, performance standards, and design criteria. PrimeCo is responsible for ensuring that its design meets all functional requirements of this project.

4.1 Communications Tower

The towers, foundations, and related equipment shall be engineered, furnished, and installed by PrimeCo at the designated site. This includes the furnishing of all labor and materials and performing all necessary operations required for the complete installation. The design of the towers and foundations must be certified by a qualified professional engineer licensed to practice in the State of Florida.

4.1.1 Construction/Materials

The 250-foot self-supporting tower shall be a welded or bolted steel structure consisting of all solid or open shape members (no tubular members will be permitted), and be capable of supporting the loads required by this Statement of Work. Between 225 feet and 250 feet AGL, at a minimum, the tower shall be composed of straight sections. The tower may be tapered between ground level and not more than 225 feet.

4.1.2 Orientation and Height

The 250-foot self-supporting tower shall be installed with orientation as shown in Appendix A. The tower orientation is relative to true north, and the height is relative to ground level at the site.

4.1.3 Site Plans

PrimeCo's site plans depicting the location of the tower, transmission line bridge, equipment building, and generator shall be determined in conjunction with the City to ensure that there is no interference to existing facilities or operations. Two copies of the site plan shall be delivered to the City for review and comment within 30 days after execution of the Agreement between the parties (see Section 4.2.3 for address). An additional copy of the site plan must be furnished to the City's technical consultant.

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4.1.4 Tower Design Requirements (Excluding Foundations)

Unless otherwise stated herein, the tower shall be designed, constructed, and installed to meet the following minimum requirements, and shall further be in accordance with the applicable requirements of EIA Standard 222F, as well as the local building codes in effect at the site of installation.

4.1.4.1 Tower Loading Requirements

The City's total requirements for antennas and associated loads are delineated in Table 4-1. These loads represent both the near-term and long term requirements of the City. PrimeCo's loads are not included in Table 4-1.

SCENIC HEIGHTS SITE ANTENNA LOADING TABLE

HGT (FT. AGL)	NOTES	AZM (deg)	ANTENNA MANUFACTURER	ANTENNA TYPE	ANTENNA LOADS QUANTITY	TX LINE
250	A,B,C	N/A	CELWAVE	BMR10	6	LDF6-50A
250	-	N/A	TX/RX SYSTEMS	TOWER TOP AMP 421-86A-08-18	2	EACH SYSTEM LDF5-50A & LDF4-50A
225	A,B,C	N/A	DECIBEL PRODUCTS	DB-304	6	LDF6-50A
215	D	Worst Case	ANDREW	P8 ¹ -65D W/RBF RADOME	1	EW-63 WAVEGUIDE
158	D,G,H	220.4°	ANDREW	P6-65D W/R6E RADOME	1	EW-63 WAVEGUIDE
TBD	D,E,G,I	TBD	ANDREW	P6-65D W/R6E RADOME	1	EW-63 WAVEGUIDE
TBD	D,E,G,I	TBD	ANDREW	P6-65D W/R6E RADOME	1	EW-63 WAVEGUIDE
20	C,E	TBD	DECIBEL PRODUCTS	DB-498	1	LDF4-50A

Table 4-1

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Notes:

- A. Land mobile antenna heights listed are heights of antenna base.
- B. Six-way antenna star mounts incorporating 6-foot side arm brackets shall be provided at 250 feet and 225 feet, respectively, and shall provide equal azimuthal spacing of antennas.
- C. Antennas will be furnished and installed by the City.
- D. Microwave and Yogi antenna heights listed are to centerline.
- E. PrimeCo shall determine microwave centerline height and azimuth for County loop system antennas.
- F. Antenna loading for PrimeCo is not included in this table.
- G. The City's 800 MHz Contractor is to determine antenna height; estimated height is 190 feet.
- H. Microwave antenna mounts are to be provided and installed by PrimeCo.
- I. County microwave antennas are the responsibility of PrimeCo under separate agreement with the County.

4.1.4.2 Antenna Mounting Requirements

The towers shall be designed with six-way star mounts at 250 feet and 225 feet, respectively, to accommodate the land mobile antennas delineated in Table 4-1. PrimeCo shall engineer minimum 6-foot side arm brackets for all designated star mount land mobile antennas. The side arm brackets shall extend directly outward from the tower and shall be equally spaced in azimuth. The side arm bracket shall include an integral vertical antenna mounting mast. The outside diameter of mounting masts for the upper and lower star mount assemblies shall be 4 inches and 2-1/2 inches, respectively. All land mobile antenna mounts shall be engineered, furnished, and installed by PrimeCo.

PrimeCo shall engineer, furnish, and install antenna mounts for each microwave antenna, except the microwave antenna load indicated at 215 feet AGL. The microwave antenna mounting masts shall consist of standard galvanized pipe of 4-1/2 inches outside diameter and of sufficient length to accommodate the specified antennas as well as brackets for attachment of the mounting masts to the tower.

All land mobile and microwave antenna mounts shall be capable of supporting their respective equipment loads under the wind conditions specified in Paragraph 4.1.4.3.

4.1.4.3 Wind Speed Requirements

The tower with the specified loads shall be designed in accordance with EIA-222F, using a 120-mph basic windspeed with 1/2-inch radial ice and the local building codes in effect at the site of installation.

4.1.4.4 Twist and Sway Requirements

The tower shall be designed to ensure that the twist and sway limits at the microwave antenna mounting positions do not exceed plus or minus 0.65 degrees under conditions of 100 mph uniform windspeed, and a temperature range of -10 degrees F to 120 degrees F.

4.1.4.5 Corrosion Protection

All tower steel shall be hot-dip galvanized after fabrication with a minimum application of 2 ounces of zinc per square foot of surface area. All hardware and other attachments, including antenna mounts, shall be galvanized or constructed of inherently corrosion resistant materials. All exposed portions of anchor bolts, step bolts, or climbing ladders shall be galvanized.

4.1.4.6 Tower Grounding System

The towers shall be provided with protective grounding meeting the requirements of Motorola Standard R56, as well as all grounding requirements specified in Section 4.6.

4.1.4.7 Transmission Line/Waveguide Support

A transmission line support system (cable ladder) shall be provided to securely attach antenna transmission lines. Holes shall be provided in the tower support members, tower hanger adapter plates, or separate ladder structures to allow installation of Andrew Model 206706 series snap-in cable hangers, and Andrew Model 42396A series bolt-in cable hangers, or equivalent, at maximum 3 foot intervals. The 3/8 inch and 3/4 inch mounting holes shall be precision punched or drilled and sufficiently separated to accommodate the snap-in and bolt-in hangers. The transmission line support system shall accommodate all transmission lines identified in Table 4-1.

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The towers will require a transmission line bridge facility approximately 9 feet above ground extending from the tower cable ladder to the equipment building waveguide entry ports. The bridge facility shall be installed so that it is self-supporting with its own foundations and not rigidly attached to the tower or equipment building.

4.1.4.8 Climbing Facility Requirement

The tower shall be provided with a climbing ladder, safety cable and climbing belt. The climbing ladder shall not be attached to tower legs in any manner that would interfere with attachment of antennas or installation of additional transmission lines on the transmission line support system.

4.1.4.9 Rest Platforms

Rest platforms shall be provided at 100-foot intervals so that a climber may step momentarily from the climbing ladder to secure a position for resting while climbing the tower. The rest platform shall consist of a level platform of grating which allows room for one person to sit or stand.

4.1.4.10 Dual Lighting System

PrimeCo shall furnish and install a dual lighting system with the tower. The lighting system shall consist of medium intensity white strobe beacon for daytime lighting and red obstruction lighting for nighttime operation. The lighting system shall conform to all FAA, NEC, local, and FCC Regulations, and shall further conform to FAA publication AC 60/7460-1J, Obstruction Marking and Lighting.

The medium intensity lighting system shall operate on a daytime only basis and shall generate an effective peak intensity of 20,000 candelas for the day and twilight modes of operation, and shall be turned off for the night mode of operation. The medium intensity white strobe lighting system shall be composed of FAA standard L-865 omnidirectional lights and associated power supply/control circuitry.

The nighttime obstruction lighting shall be provided by red obstruction lighting composed of a top-mounted L-864 omnidirectional beacon and L-810 steady-burning obstruction lights at intermediate level(s) in accordance with tower height. The L-864 beacon shall have an effective intensity of 2,000 candelas for the night mode of operation. Failure of the L-864 red lighting shall cause an automatic change to the L-865 white lighting operating in the nighttime mode (2,000 candelas effective intensity).

The system control circuitry and alarm points shall be housed in a panel designed for wall-mount installation within the new equipment building. Interconnecting cables between the lights and the control circuitry shall comply with the National Electric

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Code, as well as all local electrical codes in effect at the site of installation. Interconnecting cables shall be securely attached to the tower structure. Plastic or nylon-type cable ties shall not be used.

The dual lighting system shall be controlled by a photoelectric control device that will prevent overlap operation of the daytime and nighttime lighting systems. This automatic photoelectric device shall turn on the red lighting and turn off the medium intensity strobe lighting simultaneously (no more than 2 seconds delay) when the northern sky illumination drops to a level of less than 5 footcandles (53.8 lux), but not less than 2 footcandles (21.5 lux). The control device shall turn on the medium intensity strobe lighting and turn off the red lighting when the north sky illuminance rises to a level greater than 2 footcandles (21.5 lux) but not greater than 5 footcandles (53.8 lux). The photoelectric sensing device(s) shall be installed to face the north sky, with the sensor's lens aligned along a horizontal, such that proper operation of the sensing device will occur in accordance with FAA Advisory Circular AC 70/7460-1J Obstruction Marking and Lighting.

Placement of both lighting systems' units on the towers shall be in a manner which allows unobstructed view through 360 degrees, and may require multiple lighting units.

The system control circuitry shall provide for synchronization and intensity control of the obstruction lighting system, and shall monitor the overall integrity of the lighting system for component failures or improper operation. Alarm outputs shall be provided for individual beacon status and intensity status, to indicate component failures and system failures, as Form C relay contacts. PrimeCo shall wire and label all alarms to a PrimeCo provided Type 66 block in the communications equipment building.

The Lighting System shall be a Hughey & Phillips, Inc. FlashGuard 3000 Dual Lighting Kit or equivalent.

4.1.4.11 Marking

Painting of the tower and associated equipment and hardware is not required.

4.1.5 Tower Foundation Design Requirements

The tower foundations shall be designed to be suitable for all existing conditions at the tower site and shall meet or exceed the following requirements.

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4.1.5.1 Design Criteria

Tower foundations for the antenna tower with antenna loads shall be designed to meet or exceed the requirements of Standard EIA-222F and local building codes in effect at the site of installation.

4.1.5.2 Soil Requirements

The tower foundations shall be designed with respect to the specified tower structure and antenna/equipment loads and the actual soil conditions at the tower site. PrimeCo shall perform a soil analysis at the Scenic Heights site where the new communications tower is to be installed. The soil analysis shall include field borings, laboratory testing, and a report containing a summary of the analysis with an evaluation and recommendations for structural foundations. The report shall be generated and certified by a Professional Engineer, licensed to practice in the State of Florida and qualified in the area of subsurface investigation and engineering evaluation.

The number of field borings to be performed at the site and their depths shall be appropriate for the antenna tower and loads described in this Statement of Work.

At a minimum, the laboratory testing shall include:

- A. Atterburg Limits.
- B. Sieve Analysis.
- C. Unit Weight and Moisture.
- D. Unconfined Compression.

Two copies of the soils report shall be provided to the City at the address indicated in Section 4.2.3. An additional copy of the soils report shall be provided to the City's technical consultant.

PrimeCo must provide for foundation design engineering based upon the soil conditions at the site of installation and the antenna structure design requirements of this specification.

4.2 Tower Submittal Data Requirements

4.2.1 Tower Design Documentation Requirements (Excluding Foundation)

The following documentation shall be submitted in accordance with Section 4.2.3.

City of Pensacola Tower, Building, and Generator Statement of Work

4.2.1.1 Tower Designs

PrimeCo shall obtain sufficient professional engineering documentation to show that the tower structure meets or exceeds all requirements of Section 4 through Section 4.1.4.11. Such documentation shall:

- A. Include complete plans and drawings showing all tower materials, hardware, and accessories, as well as details for proper assembly and installation.
- B. Include the following written statement:

"This tower design meets or exceeds all requirements of Sections 4 through 4.1.4.11 of the City of Pensacola Statement of Work for a Communications Tower, Communications Equipment Building, and Emergency Generator dated January, 1997."
- C. Be approved, signed, dated, and sealed by a Professional Engineer qualified and authorized pursuant to Chapter 471, Florida Statutes.
- D. Be submitted in accordance with Section 4.2.3.

4.2.1.2 Tower Manufacturer's Certification

All tower materials, hardware, and accessories shown on the plans and drawings shall be approved in writing by the tower manufacturer as being suitable for the purposes shown.

4.2.2 Tower Design Documentation Requirements (Foundation)

PrimeCo shall obtain sufficient professional engineering documentation to show that the foundations meet or exceed the requirements of Section 4.1.5 through Section 4.1.5.2. Such documentation shall:

- A. Include complete plans and drawings showing all foundation materials, as well as details for proper installation.
- B. Include the following written statement:

"These foundation designs meet or exceed all requirements of Sections 4.1.5 through 4.1.5.2 of the City of Pensacola Statement of Work for a Communications Tower, Communications Equipment Building, and Emergency Generator dated January, 1997."
- C. Be approved, signed, dated, and sealed by a Professional Engineer qualified and authorized pursuant to Chapter 471, Florida Statutes.
- D. Be submitted in accordance with Section 4.2.3.

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4.2.3 Submittal Data and Notification Requirements

At no later than 15 calendar days prior to foundation excavation for the tower, PrimeCo shall deliver 2 signed and sealed copies of all required tower structure and foundation design documentation to:

Neil Jenkins
Communications Supervisor
City of Pensacola
Pensacola Police Department
711 Hayne Street
Pensacola, FL 32501
(904) 435-1939

These submittals are in addition to any documentation submittals which may be required by the local building official. PrimeCo shall contact the local building official to determine the submittals required.

An additional copy of each required submittal shall be provided to the City's technical consultant.

4.2.4 Construction Notifications

For the tower structure, PrimeCo shall notify the City as to construction status at the following times:

- A. Ten days prior to start of tower installation - notify as to the start date of construction and estimated completion date of construction.
- B. The day the tower reaches the greatest height.
- C. The day tower installation is completed.
- D. A building inspector is required to be present during pours and concrete sample retrieval. PrimeCo shall notify the City when these tasks are scheduled.

4.3 Equipment Building Requirements

A prefabricated concrete equipment building shall be provided to house microwave and land mobile radio equipment. The equipment building shall be designed for the express purpose of housing electronic radio communications equipment and related components within a controlled environment necessary for the proper operating conditions for the equipment to be installed.

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4.3.1 General Requirements

The new equipment building shall be provided at Scenic Heights. The equipment building shall be sized 12 feet wide by 28 feet long to accommodate City/County needs. Space for PrimeCo's equipment shall be in addition to the City/County space requirement.

The equipment building shall be engineered, furnished, and installed by PrimeCo. This includes the furnishing of all labor, materials, and foundation, and performing all necessary operations in conjunction with the fabrication of a complete equipment building and installation at the designated site.

The equipment building interior height (floor to ceiling) shall be no less than 9 feet 6 inches. Overall exterior height is not critical. The building shall be equipped with a secure door, power distribution panels, air conditioning systems, grounding systems, and any other necessary appurtenances or appliances to provide for an integrated communications equipment building.

General construction material shall be precast concrete. The roof color shall be white. See Figure 4.3.1 for the relative layout of power systems, cable trays, and the fire suppression system. The final configuration of the equipment building shall be designed to meet the unique physical layout of the communications site. The relative positioning of the utility ground, the transmission line bulkhead entrance, and the power distribution system shall be determined by PrimeCo and coordinated with the City. The building configuration must be approved by the City and its technical consultant prior to manufacture.

The following list describes the minimum equipment requirements for the building:

<u>Item</u>	<u>Description</u>	<u>Specific Information</u>
A.	Interior Height	9 feet 6 inches, minimum (floor to ceiling).
B.	Insulation	R22 minimum walls and ceiling.
C.	Roof Loading	85 lbs. per square foot, minimum.
D.	Floor Loading	200 lbs. per square foot, minimum (live load).
E.	Horizontal Wind Loading	150 miles per hour.
F.	Environmental Control	See Section 4.3.9.
G.	Cable Tray	A 24-inch wide cable tray system shall be installed at 8 feet 6 inches above floor. See Section 4.3.10.

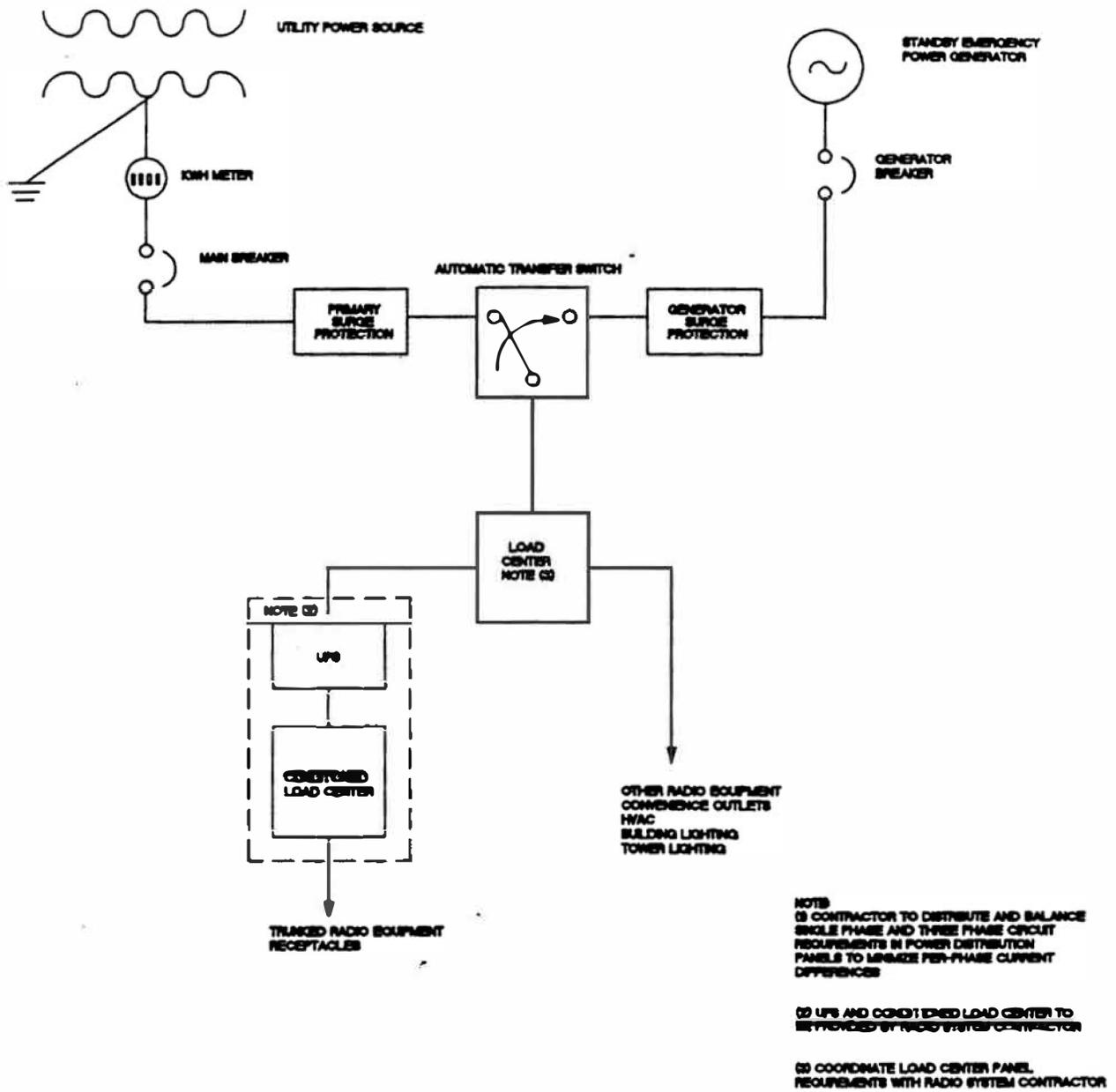


FIGURE 4.3.8

TYPICAL EQUIPMENT BUILDING POWER DISTRIBUTION DIAGRAM

D:\PEN100\POWER.DWG		
DATE	JOB	
2-5-97	PENACOLA	
REV. 1.0	DR. BY	J.E. 

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- H. Waveguide Entry Ports Solid copper bulkhead panel to accommodate transmission lines between 1/2 inch and 1-5/8 inch diameter. See Section 4.3.11.
- I. Fire Suppression FM 200 or other equivalent clean agent fire suppression system, conforming to NFPA Standards 72E sized to provide 5% to 7% concentration at full discharge, and effective against Class A, B, and C fires.
- All air conditioning shall be automatically shut down prior to discharge.
- The fire suppression system shall be capable of being manually discharged and manually aborted.
- Fire detection including combination ionization/photoelectric smoke detector and rate compensation fixed temperature thermal detector in conformance with UL 268 standards.
- Cross zoned detector configuration.
- Smoke detectors shall be placed 5 feet from the walls to avoid simultaneous activation of both zones and the resulting fire suppression system discharge.
- Initial visible and audible warning for personnel evacuation and confirmation, secondary warning upon discharge, with adjustable delay prior to discharge (capable of 30 to 60 second delay).
- The control system shall incorporate an internal battery backup power supply capable of operating the control system for a minimum of 24 hours. The batteries shall be maintenance-free type and supervised for open circuit conditions. An integral charging circuit shall maintain the batteries at full charge during operation from normal AC power.

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- Warning light on building exterior adjacent to entrance door.
- Warning system shall provide dry contact closures to indicate fire alarm, FM200 discharge, and trouble to enable connection to the microwave alarm system provided by others.
- FM200 signage at building entrance.
- J. Lighting
- Fluorescent surface mounting fixtures to provide 150 foot candles of light 4 feet from the floor and 1 foot from the walls.
- Interior light switch mounted adjacent to entry door.
- One vandal-resistant 100-watt incandescent lamp per entrance door mounted on the outside near the door, and one interior light switch mounted adjacent to the door.
- Interior 2-head emergency light with rechargeable batteries, charger, pilot, and test light.
- K. Alarms
- Door alarm, magnetic reed type.
- Tower lighting system failures, individual dry contact type for strobe, beacon, obstruction lighting, etc.
- Air conditioner failure alarm (each unit) dry contact type.
- Fire alarms and fire suppression system discharge and trouble alarm, dry contact type.
- Surge protection failure, dry contact.
- High and low temperature alarms, dry contact type.
- Additional electrical system/generator alarms as detailed in Section 4.5.7.

- | | | |
|----|------------------------|---|
| L. | Telephone Backboard | A telephone backboard (TBB) of dimensions 4 feet high by 8 feet long and consisting of 3/4 inch plywood shall be installed on the south interior wall of the building as depicted in Figure 4.3.1. The TBB shall be painted gray with fire-retardant paint. |
| M. | Floor/Wall Cable Entry | One 3-inch diameter port with cap for telephone cable entry installed beneath the telephone backboard. |
| N. | Type 66 Block | All alarms must be wired to PrimeCo provided type 66 block. Each termination must be labeled. |

4.3.2 Wall Sections

The wall sections shall be equipped with a vapor shield and have a minimum R value of 22. Interior surfaces shall have a white textured finish wall covering with molding on all corners. All floor/wall intersections shall have 4 inch vinyl baseboard installed. Molding shall also be provided at wall/ceiling intersections and all wall panel intersections. All exterior wall surfaces shall have an aggregate rock finish.

4.3.3 Ceilings

The ceiling interior shall have a textured white finish with moldings on all corners. The ceilings shall be capable of supporting the required electrical equipment, fixtures, and cable trays (Section 4.3.10).

4.3.4 Roof Sections

The roof sections shall be designed and constructed with a 1/8 inch per foot (minimum) pitch for drainage. All voided areas between the roof and the ceiling shall be filled with fiberglass insulation with vapor shield (R value = 22).

4.3.5 Floors

The floors shall be concrete and coated and cured with a chemical curing compound, and shall receive a minimum of one coat liquid sealer. The floor covering shall be an industrial grade vinyl tile covering fastened in a proper manner to the concrete floor with waterproof vinyl cement.

The floors shall be of sufficient thickness and strength to support typical communications equipment loads.

4.3.6 Doors

A single entrance shall be provided for the equipment building. The door entrance shall consist of an exterior prehung, gasket sealed, insulated 3 foot by 7 foot galvanized steel door with enamel finish, door check, door stop, keyed lock set, and dead bolt.

4.3.7 Lock/Keys

Locks shall be keyed identically.

4.3.8 Electrical System

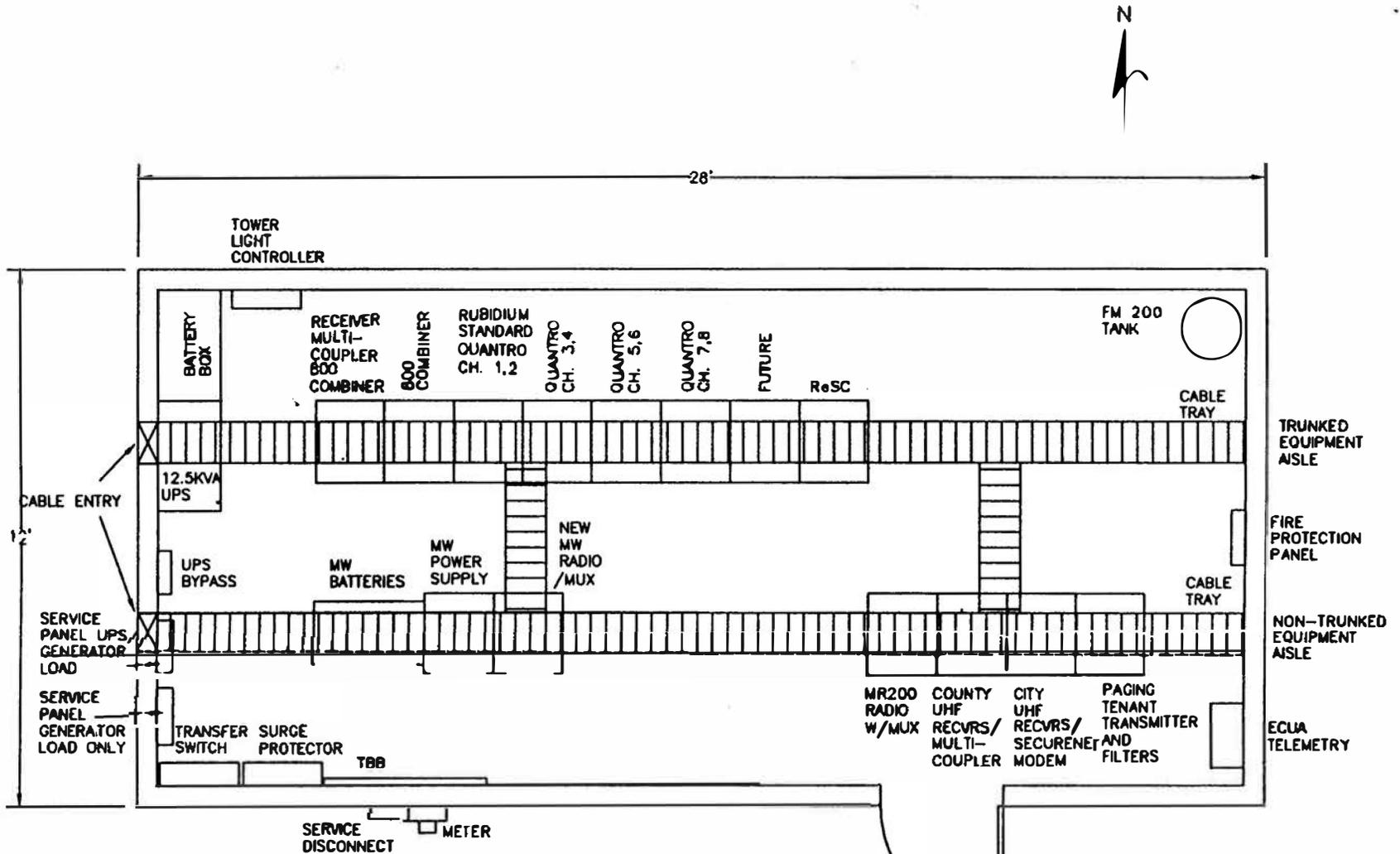
The electrical system includes the entrance facility, main breaker or fused disconnect switch, powerline surge protection, electrical power distribution panels, emergency generator system, etc. Commercial power sources shall be evaluated by PrimeCo. Any equipment and/or material needed to provide adequate commercial power shall be identified by PrimeCo and provided as part of this Agreement. The City will pay the electrical utility costs associated with providing the service (see Section 5.5). PrimeCo shall define the exact electrical interface required at the site of work, and shall furnish the various electrical components commensurate with the required and available electrical service. See Section 1.3.

All electrical wiring and installations shall be performed by PrimeCo, and shall conform to the NEC and local codes in effect at the site of installation and at the time of installation.

The equipment building's electrical power shall be interfaced with the emergency power provided by the emergency power generator specified in Section 4.5.

PrimeCo shall provide a load center configuration of sufficient capacity to handle all electrical loads of a fully expanded 20 channel 800 MHz trunked radio system, 4 UHF 250 watt and 2 VHF 350 watt base stations, a separate 4 channel 800 MHz mobile data system, and four 6 GHz microwave radios.

The electrical loads shall be divided among as many load centers as necessary to contain the quantity of circuit breakers required to protect the communications shelter facility. The load centers shall contain separate, appropriately sized circuit breakers for each HVAC unit or, as necessary, each major component thereof. Load centers shall be provided for standard power loads and UPS conditioned power loads for trunked radio equipment. See Figure 4.3.8.



NOTE: 9'-6" CEILING. 24" WIDE CABLE TRAYS PLACED AT 8'-8" MIN. FROM FLOOR

PROPOSED SCENIC HEIGHTS SHELTER LAYOUT
FIGURE 4.3.1

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A four-plex grounded receptacle group shall be installed on the outside of each cable tray at typical 20.5 inch intervals corresponding to equipment rack locations. Each duplex receptacle of the four-plex group shall be protected by a separate 20 amp circuit breaker.

Four-plex receptacles shall be installed every 4 feet on each wall of the equipment buildings at a level of 4 feet above the floor. The wall receptacle loads shall be protected by sufficient 20A circuit breakers to meet the requirements of NEC and local electrical codes.

Fluorescent light fixtures shall be supplied for the equipment buildings. The light switch(es) shall be mounted interior to the building adjacent to the door opening. Single pole circuit breakers shall be provided to protect the lighting circuits. A sufficient quantity of light fixtures shall be supplied to provide a uniform light level (void of shadows) throughout the building of 150 foot candles at 4 feet above the floor and 1 foot from the walls.

All electrical conduits shall be installed in a neat and orderly fashion to provide an aesthetically appealing layout. Symmetry shall be employed throughout.

A main power circuit breaker with dry contact type failure alarm shall provide "open breaker" alarm indication. Alternatively, a fusible disconnect switch with blown fuse alarm may be provided in accordance with electrical codes.

An AC series/parallel primary power surge protection unit shall be provided. This surge protection device shall be installed indoors and protect the communications equipment from power surges on the main power line. The unit shall provide isolated dry contacts for remote monitoring of protector status, replaceable surge protection modules, and offer the following modes of protection:

- Line-to-Line
- Line-to-Ground
- Line-to-Neutral
- Neutral-to-Ground

The protector shall have a minimum surge current capability of 150,000 amps per phase. The protector shall be installed immediately after the commercial power main circuit breaker.

The unit shall be a Liebert Interceptor Series Active Tracking Filter, LEA International Dyna-SYSTEM 20 Multistage Series Surge Protection Device, or equivalent.

4.3.9 HVAC System

A minimum of 2 exterior mounted vertical wall air conditioner units, sized at 5 tons each, shall be provided for the building. These units shall be configured for redundant and independent operation. One unit will be the prime system. The other unit (secondary system) will not operate until the cooling load increases beyond the capability of the prime system. The primary and secondary systems shall be alternated on a preprogrammed basis to ensure equal wear of each unit. Should either unit fail, the remaining unit shall continue to operate and a PrimeCo-provided alarm shall indicate failure (dry contact closure alarm point).

Air conditioner units shall have time delays to prevent the HVAC systems from sustaining compressor damage if energized prematurely following a power failure. Also, both units shall be wired with an interface to the Fire Suppression System described in Section 4.3.1 - Item I, such that operation of the units will be automatically discontinued prior to fire suppression system discharge.

The air conditioner units shall be equipped with a hot gas capacity control to permit adequate dehumidification of the building at reduced building heat loads. The hot gas bypass control shall be field adjustable to compensate for changes in equipment heat loads over time.

The air conditioner units shall be capable of safely operating when the outside temperature falls below 60 degrees, allowing continuous interior equipment cooling and dehumidification in cold weather.

The HVAC units shall be Liebert InteleCool Model No. ET060A five ton units, or equivalent.

4.3.10 Cable Trays

Cable trays (24 inches wide) of sufficient strength shall be provided to support the electrical power conduits and duplex circuits, minimum thirty 1/2 inch coaxial transmission lines, and control and alarm wires associated with the radio communications equipment. Cable tray construction shall be anodized steel, aluminum or painted steel (see Section 4.6 for bonding requirements of painted surfaces). The cable trays shall be installed in a suspended fashion at a height above the floor of 8 feet 6 inches in the configuration presented in Figure 4-1. All cable trays shall be fabricated in an open ladder-type arrangement to permit easy cable routing.

4.3.11 Transmission Line Entrance Panels

Two solid copper bulkhead panels shall be provided for the equipment building for waveguide entry, PolyPhaser Bulkhead Panel 12 PB, or equivalent.

All bulkhead panel ports shall accommodate 1/2 inch to 1-5/8 inch coaxial transmission lines, as well as 6 GHz elliptical waveguide. The bulkhead panel shall be equipped with removable pre-punched/pre-drilled surge protector mounting plates. Each bulkhead panel shall have a minimum of 12 ports. The bulkhead panel shall be equipped to accommodate 20 prepunched protector mounting plates for Type N female connectors (such as supplied with PolyPhaser Model IS-B50LN-C2 protectors) and 4 prepunched feed-through plates for 6 GHz elliptical waveguide. Each bulkhead panel shall be equipped with four 6 inch wide copper straps for connection to the building external perimeter ground using a copper ground strap bar.

4.3.12 Foundations

The equipment buildings shall be securely attached to a reinforced concrete pad or continuous footer type foundation. The foundation shall be designed with respect to the actual soil conditions at the site location. The foundation shall be capable of supporting the equipment building, air conditioners, building accessories, and all communications equipment. The foundation shall be built to place the building above the high water mark associated with localized severe storms.

4.3.13 Documentation Filing Cabinet

- The equipment building shall be provided with a three-drawer lateral filing cabinet for storage of all site documentation. The site documentation shall include plot plans, grounding system drawings, tower drawings, foundation drawings, tower stress analysis, and equipment maintenance manuals. All documentation furnished by PrimeCo shall be inherently bound or supplied in three-ring binders and neatly organized in a PrimeCo supplied filing cabinet.

4.3.14 Pressurization Equipment

A dry air pressurization system shall be furnished for pressurization of antenna feeds and elliptical waveguides. PrimeCo shall supply all required fittings, regulators, pressurization lines, gauges, distribution manifolds, high/low pressure alarms, and installation hardware. Separate pressure metering shall be provided for each waveguide pressurized.

The pressurization system shall be an Andrew DryLine dehydrator, Model MT-300-201 with Line Monitor ML-4-001, or equivalent, mounted in a 19-inch rack.

4.4 Equipment Building Submittal Data Notification Requirements

4.4.1 Equipment Building Design Documentation Requirements (Excluding Foundations)

The following documentation shall be submitted in accordance with Section 4.4.3.

PrimeCo shall obtain sufficient documentation to show that the equipment building meets or exceeds all requirements of this Statement of Work. PrimeCo shall be responsible for obtaining all required permits.

Such documentation shall:

- A. Include complete plans and drawings showing all material, hardware, and accessories, as well as details for proper assembly and installation.
- B. Include the following written statement:

"This equipment building design meets or exceeds all requirements of Sections 4.3 through 4.3.11 of the City of Pensacola's Statement of Work for a Communications Tower, Communications Equipment Building, and Emergency Generator dated January, 1997."
- C. Be approved, signed, dated, and sealed by a Professional Engineer qualified and authorized pursuant to Chapter 471, Florida Statutes, or by a registered architect.

4.4.2 Design Documentation Requirements (Foundations)

PrimeCo shall obtain sufficient professional engineering documentation to show that the foundation meets or exceeds the requirements of this Statement of Work. Such documentation shall:

- A. Include complete plans and drawings showing all foundation materials, as well as details for proper installation.
- B. Include the following written statement:

"This foundation design meets or exceeds all requirements of Section 4.3.12 of the City of Pensacola's Statement of Work for a Communications Tower, Communications Equipment Building, and Emergency Generator dated January, 1997."
- C. Be approved, signed, dated, and sealed by a Professional Engineer qualified and authorized pursuant to Chapter 471, Florida Statutes.
- D. Be submitted in accordance with Section 4.4.3.

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4.4.3 Submittal Data Requirements

4.4.3.1 Design Documentation and Submittal

At no later than 15 calendar days prior to foundation excavation, PrimeCo shall deliver 2 signed and sealed copies of all required equipment building structure and foundation design documentation to:

Neal Jenkins
Communications Supervisor
City of Pensacola
Pensacola Police Department
711 Hayne Street
Pensacola, Florida 32501
(904) 435-1939

These submittals are in addition to any documentation submittals which may be required by the local building official and fire official. PrimeCo shall contact the local building official and fire official to determine the submittals that are required. PrimeCo shall obtain sufficient documentation to show that the equipment building meets or exceeds all requirements of the RFP. PrimeCo shall be responsible for obtaining all required permits.

An additional copy of each required submittal shall be provided to the City's technical consultant.

4.4.4 Construction Notifications

PrimeCo shall notify the City as to construction status at the following times:

- A. Ten days prior to start of site construction - notify as to the start date of construction and estimated completion date of construction.
- B. The day installations are completed.
- C. A building inspector is required to be present during pours and concrete sample retrieval. PrimeCo is required to notify the City when these tasks are scheduled.

4.5 Emergency Power Generator

A standby emergency power generator shall be provided at the Scenic Heights site, and shall be capable of delivering a minimum electrical power output to support the electrical equipment loads listed in Section 4.3.8. The generator set must be

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manufactured by a nationally known engine generator firm engaged in the production of this type of equipment.

The generator shall be configured for outdoor installation and be furnished complete with all accessories and equipment needed for the proper operation of the units. These shall include, but not be limited to, starting batteries, battery racks, battery chargers, battery cables, cooling systems, residential grade exhaust silencer with exhaust pipe, automatic load transfer controls, automatic frequency regulators, vibration isolators, fuel lines, fuel regulators, conduits, junction boxes, wiring, instrument panels, remote alarm panels mounted inside equipment building, mounting base, etc.

The generator shall develop the minimum required power utilizing natural gas fuel, installed per the manufacturer's recommendations at a location approved by the City and in conformance with any applicable local codes.

All fuel, water, and exhaust systems plumbing shall be flexible to meet vibration design criteria and applicable safety codes. The generator mounting base shall also be installed to meet vibration design criteria. The generator and mounting base shall each be connected to the site ground system.

The generator for the Scenic Heights site shall be an Onan Corporation Model 60ENA-60Hz, or equivalent, compatible for use with a City-provided Best Power Systems 12.5 KVA UPS.

4.5.1 Engines

The generator shall be driven by an engine that is liquid-cooled and natural gas fueled. The operating speed shall be 1800 RPM. The engine shall be equipped with shutdown devices for overspeed, high coolant temperature, and low oil pressure.

Starting battery(ies) shall be supplied for the engine and shall be securely mounted in battery rack(s) within the engine-generator set mounting base (skidbase) at a location readily accessible for maintenance.

A voltage regulated float-type battery charger shall be provided for the engine-generator sets. The chargers shall be equipped with float and equalize charge settings and provide both low and high battery alarms via dry contact closure type alarm monitoring points. The chargers' power shall be supplied from the normal AC power source and provide a minimum DC charging current of 10 amperes. The battery charger may be installed inside the communications equipment building.

4.5.2 Fuel System

PrimeCo shall provide all fuel system piping and regulation equipment sized as required for proper fuel flow to the engine.

All connections and plumbing to connect the fuel system to the engine shall comply with applicable codes and regulations.

A sensing device shall provide a dry contact closure-type alarm monitoring point for loss of natural gas fuel pressure.

4.5.3 Engine Cooling System

The engine shall be radiator cooled by an engine-mounted radiator system, including belt-driven fan, coolant pump, and thermostat temperature control.

The radiator shall be provided with a duct adapter flange permitting the attachment of an air discharge duct to direct the discharge of radiator air through louvers or dampers mounted on the outdoor enclosure.

PrimeCo shall fill the engine cooling systems with a 50 percent ethylene glycol antifreeze solution as recommended by the generator manufacturer.

4.5.4 Exhaust Systems

An exhaust system with a residential type muffler exhaust silencer shall be provided and sized as recommended by the manufacturer. PrimeCo shall mount each muffler so that its weight is not supported by the engine.

A flexible exhaust connection shall be provided as required for connection between the engine exhaust manifold and exhaust line, in compliance with applicable codes and regulations.

PrimeCo shall mount and install all exhaust components as recommended by the manufacturer and as required to comply with all applicable codes and regulations. All components shall be properly sized to ensure proper operation without excessive back pressure when installed. The installation shall allow for pipe expansion and contraction.

4.5.5 Generators

The generator shall meet the specifications listed in this section.

The generator shall be capable of providing the minimum specified power at no less than a 0.8 power factor. The voltage output shall be 60 Hz and commensurate with

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site requirements. PrimeCo is totally responsible for defining the exact electrical interface required at the site of work, and shall furnish the various electrical components commensurate with the available electrical service. See Section 1.3 and 4.3.8.

The generator shall be a single-bearing, self-aligning, four-pole, synchronous type revolving field with amortisseur windings and direct drive centrifugal blower for proper cooling and minimum noise, with a temperature compensated solid-state voltage regulator and a brushless rotating rectifier exciter system. No brushes will be allowed.

The generator shall be directly connected to the engine flywheel housing and driven through a flexible coupling to ensure permanent alignment; gear driven generators are not acceptable.

The broad range, reconnectible generator shall have 12 leads brought out to allow connection by the user to obtain any of the available voltages for the unit.

The voltage regulator shall be of solid-state design and shall function by controlling the exciter magnetic field between stator and rotor to provide no load to full load regulation of rated voltage within $\pm 2\%$ during steady-state conditions.

Frequency regulation shall be by an electronic isochronous governor ($\pm 0.4\%$) from steady-state no load to steady-state rated load.

4.5.6 Instrumentation

At a minimum, the generator set shall include the following instrumentation:

Voltmeter	Ammeter with Phase Selector Switch
Frequency Meter	Oil Pressure Gauge
Running Time Meter	Coolant Temperature Gauge
Fuel Gauge	

4.5.7 Local Control And Alarms

A control box local to the generator set shall be provided containing the start, run, and stop switches for manual operation, and remote control terminals for connection to the automatic load transfer control panel. AC line circuit breakers shall be provided.

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Remote alarm dry contact closures shall be provided and shall include the following alarms:

- A. Control switch not in auto position.
- B. Generator running, confirmation alarm.
- C. Low lube oil pressure.
- D. High coolant temperature.
- E. Low engine temperature.
- F. Over crank.
- G. Overspeed.
- H. Low battery voltage.
- I. High battery voltage.

4.5.8 Automatic Load Transfer Controls

4.5.8.1 General Requirements

An automatic load transfer switch shall be provided to transfer AC load between commercial power and the standby emergency power generator specified herein. The transfer switch shall be an Onan Corporation Model OT III, or equivalent.

The automatic load transfer control unit shall be installed indoors and contained in a NEMA 1 enclosure suitable for mounting indoors and furnished with all necessary relays, component parts, and circuits, together with U.L. listed and tested electrical and mechanical interlock contractors or circuit breakers to provide the following functions:

- A. Time delayed automatic start of, and transfer to, the emergency power generator system for any of the following conditions:
 - 1. Commercial power failure.
 - 2. Undervoltage condition for any and all phases.
 - 3. Overvoltage condition for any and all phases.
 - 4. Over/under frequency condition for any and all phases.

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Voltage sensors shall be temperature compensated, and voltage dropout and pickup ranges shall be adjustable, typically to 80 percent and 90 percent of normal line voltage, respectively. Frequency bandwidth shall be adjustable in terms of pickup and dropout. Time delays shall be adjustable, but factory set to approximately 3 seconds and 10 seconds for time delayed start and time delayed transfer, respectively.

Additionally, protection shall be provided for low and high generator voltage and over/under generator frequency. Appropriate sensors shall be provided to ensure that load is not transferred, or that load is disconnected, when these parameters are out of (adjustable) limits.

- B. Upon return or stabilization of commercial power for an adjustable period of approximately 10 minutes, the load shall be transferred back to commercial power. The generator shall continue to run in an unloaded condition (engine cool-down) for an adjustable period of approximately 5 minutes after retransfer to commercial power, and then automatically shut down.
- C. Automatic operation, stopping, checking, or provision of manual cranking/start and transfer/retransfer of the emergency generator system shall be by means of a control selector switch.

Each contact pole of the main transfer device shall be capable of handling both inductive and noninductive loads and allow for inrush currents of 20 times the continuous rating. Contact pressure shall be maintained by a coil spring, or other mechanical device, not a part of the current carrying path. The continuous current rating of the transfer switch shall be sufficient to handle the capacity of its associated plant specified herein and loads being transferred.

The transfer switch shall include integral metering of frequency, voltage, and current (switch selectable to each phase).

4.5.8.2 Plant Exerciser

A plant exerciser timer shall be provided to periodically operate the engine-generator without user presence or intervention to maintain the reliability of the unit. The timer shall be a user-programmable solid-state 168 hour (7 day) clock timer adjustable to day of week, time of day, and duration of exercise period, up to one hour minimum. The timer shall incorporate a selector switch to choose whether the engine-generator exercises with load or without load.

4.5.9 Generator Surge Protection

A parallel-type power line surge protection unit shall be furnished and installed indoors between the generator AC output and the emergency power input of the automatic transfer switch. The unit shall provide isolated dry contacts for remote monitoring of protector status and replaceable surge protection modules, and offer the following modes of protection:

- Line-to-Line
- Line-to-Ground
- Line-to-Neutral
- Neutral-to-Ground

The protector shall have a minimum surge current capability of 100,000 amps per phase. The unit shall be a Liebert Interceptor Series Transient Voltage Surge Suppressor (TVSS), LEA International Dyna-SYSTEM 2 Multistage Parallel Surge Protective Device, or equivalent.

4.5.10 Support Structure

The engine/generator set shall include a mounting base support structure designed and constructed with vibration isolators to prevent excessive vibration of the engine/generator during normal operation. The generator shall be installed on a reinforced concrete slab.

4.5.11 Wiring

PrimeCo shall provide and install all the electrical wiring necessary to connect the standby emergency power generator, automatic transfer panel, dry contact closure type alarm monitoring points, and equipment building electrical loads.

All wiring shall meet or exceed manufacturer specifications for designated load requirements of the equipment to be supported. All wiring shall be run in conduit and meet applicable NEC and local codes. All electrical materials and work shall be inspected and approved by the City building inspector with jurisdiction at the site of installation.

4.5.12 Single Manufacturer

The generator set equipment, including the engine, AC generator, exciter, and voltage regulator, shall be designed and manufactured by a single source manufacturer who has been regularly engaged in the production of engine-generator

sets for a minimum of ten years. The emergency power generating system described herein, including specific components, shall be factory built, factory tested, and shipped by this single source manufacturer, so there is one source of supply and responsibility for warranty claims, documentation, parts, and service.

This manufacturer shall have a local representative who can provide factory-trained servicemen, required stock of replacement parts, and technical assistance.

4.5.13 Outdoor Protective Housing

The generator shall be provided with a factory-installed outdoor protective housing. The housing shall be made of corrosion-resistant, heavy gauge, reinforced sheet steel, and shall attach to the generator set's mounting base and radiator cowling. Easy access to the engine-generator shall be provided by removable panels on each side of the housing. A hinged door shall be provided to allow access to the instrument panel.

4.6 Grounding System

PrimeCo shall furnish and install a grounding system at the communications site which is in compliance with Motorola R56 standards as well as the requirements delineated in this specification. This will include, but not be limited to, connecting equipment building interior grounds, exterior grounds, fuel tank, perimeter fencing, and tower grounds. Interconnection of these items by copper conductors as specified in this document forms the site grounding system. The following specifications shall be used at each site.

A perimeter ground system shall be provided for the interior and exterior of the equipment building and around the tower base. An interior halo shall consist of a continuous run of #2 AWG (minimum) bare tinned solid copper wire or green jacketed standard wire mounted on the walls with insulated stand-offs approximately 3 inches below the ceiling. The building exterior and tower perimeter grounds shall consist of a continuous run of #2 AWG (minimum) solid tinned copper wire (stranded conductors are not acceptable) buried at a minimum depth of 24 inches below ground level and at a minimum distance of 24 inches from building walls and tower foundations. The interior halo ground shall be connected to the exterior perimeter ground by #2 AWG (minimum) solid tinned copper wire at a minimum of four points evenly distributed around the interior halo through PVC ports imbedded at minimum 135 degree angles from vertical as referenced from the building interior (high point of port inside building) approximately 6 inches above the base of the walls. The building exterior ground shall be connected to the AC utility ground rod and to a perimeter ground surrounding the tower.

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Cable runs of #2 AWG (minimum) stranded copper wire with green insulating jacket shall be placed on the outside (side opposite of AC power run) of the cable trays running length-wise in the building and shall be bonded to the interior halo ground. Each cable run shall have a seven-foot #2 AWG insulated stranded copper wire ground drop "pigtail" bonded at typical 20.5 inch intervals. These ground drops shall be used to bond communications equipment racks and cabinets to the building ground system. Unused drops shall be coiled and tie-wrapped (pigtail) to the cable tray for future use. Also, the cable trays shall be connected to the interior halo ground. All points where cable tray sections meet must be made electrically continuous by use of additional grounding conductor. Remove paint at the bonding attachments of any painted cable tray sections.

The solid copper bulkhead panel provided for waveguide entry (PolyPhaser bulkhead panel series PB, or equivalent) shall be grounded with four 6-inch wide copper straps to the external perimeter ground using a copper ground strap bar.

The base of each tower leg shall be connected to a ground rod located next to the leg by two leads of minimum #2 AWG solid tinned copper wire or a solid copper strap of equivalent cross section. Each lead shall be bonded to the tower leg at a height of approximately 3 feet above the leg base to permit a direct path from the tower leg to the ground rod with minimum bends to pass over tower foundations. No sharp bends are allowed. Each tower leg base shall be grounded to provide a resistance to the earth of 5 ohms or less, which shall be accomplished by means of deep driven multiple ground rods, as necessary. All connections to ground rods and subterranean ground wire cable runs shall be a minimum of 24 inches below grade and made by exothermic weld (Cadweld or equivalent). PrimeCo shall obtain City acceptance of the exterior grounding system and exothermic connections prior to burial.

An insulated transmission line ground bar of minimum dimensions 1/4 inch thick by 3 inches by 18 inches shall be installed on the tower where transmission lines exit to the transmission line bridge. The ground bar installed at the tower end of the bridge shall be attached to the tower at 36 inches below the bridge. The ground bar shall have two #2 AWG tinned solid copper wire conductors, one on each end of the ground bar, connecting the ground bar to the common site grounding system. The objective for all grounding conductors is to provide the most direct path to the ground without incorporating bends.

All exterior grounding system conductor connections shall be exothermically welded (Cadweld or equivalent) to their respective terminals, interconnections, and ground rods. Conductor connections forming interior halo, equipment ground drops, and connections to conductors passing through the building may be made by mechanical compression or crimped connections.

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Equipment delivered and installed inside the equipment building, such as the tower lighting system controller and surge suppressor, can be connected to the interior grounding system by compression or crimped connections.

The object of the grounding requirement is to achieve for the tower base and the equipment building an overall resistance to earth of 5 ohms or less. PrimeCo will verify the tower base and interior halo grounding to ensure this objective is met.

If it is determined that the resistance to earth is greater than 5 ohms, PrimeCo will be required to lengthen the ground rods already driven or install additional rods as necessary to comply with the grounding objective as stated.

PrimeCo shall also ground the generator fuel tank (Section 4.5.2) to the tower ground using #2 AWG tinned solid copper wire.

PrimeCo is required to provide the driven ground rods (minimum 8 feet), conductors, connectors, and all exothermic welds for the entire site grounding system. Driven ground rods shall be placed at locations where the equipment building interior halo ground is connected to the external perimeter ground. The ground rods shall be no more than 2.5 times (the Rod Length) and no less than 1 times (the Rod Length) apart.

When bonding two dissimilar metals, proper bimetallic transition connectors shall be utilized. The connections between dissimilar metals shall be protected with a non-oxide grease compound.

All grounding runs from the equipment building interior halo ground to the exterior perimeter ground shall be installed in a manner to minimize impedance, and shall be consistent with good engineering procedures. No sharp bends or right angles will be allowed.

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5. EQUIPMENT INSTALLATION

5.1 General

The equipment installations required by this specification include all of the previously described equipment, associated hardware, wiring of commercial AC, and other facilities normally associated with conventional buildings. Any additional wiring required for interfacing the equipment shall be the responsibility of PrimeCo. All installations shall be accomplished in accordance with good engineering practices, and all local codes and ordinances.

PrimeCo shall inform itself fully as to all facilities for delivering, storing, placing, handling, and disposition of materials. All aspects of the installation shall be planned and executed in a professional manner.

Installation costs proposed for each particular equipment item shall and must include hardware, brackets, external wiring, fasteners, ancillary devices, procedures, and services required to install and/or interface components to create operating systems which fulfill the requirements of this specification. PrimeCo is required to adhere to local electrical code and building regulations, and to be consistent with good engineering practices.

The installation shall be approved by the City prior to commencement of work. PrimeCo shall provide drawings depicting the proposed installations at the site 30 days prior to installation.

5.2 Equipment to be Delivered and Installed

- A. One 250-foot self-supporting tower meeting the requirements of Sections 4.1, 4.2 and 4.6.
- B. One communications equipment building meeting the requirements of Section 4.3, 4.4, and 4.6.
- C. One standby emergency power generator meeting the requirements of Section 4.5 and 4.6.
- D. Grounding systems and other ancillary equipment and services meeting the requirements of Sections 4.6 and 4.7.

5.3 Clearing of Land

Clearing of brush, trees, or any other obstructions at the communications site is the responsibility of PrimeCo. PrimeCo shall coordinate with the City as to the extent

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and schedule for such work to ensure that there is no interference to concurrent operations at the site. Any tree stumps resulting from clearing shall be grubbed.

5.4 Debris Removal

At the completion of the installations specified herein, PrimeCo shall remove all debris that is a result of such installations, backfill and compact all excavations (after inspection and approval is performed by the City), and return the grounds to their original condition.

5.5 Power Service

The installation or modification of AC power service at the communications site shall be the responsibility of PrimeCo. PrimeCo is required to coordinate with the local utility company as to specific requirements at the site to ensure that power service is available for operation of all electrical equipment.

PrimeCo is responsible for electrical connection of the communications building facility to commercial power at the point of power company termination.

5.6 Antenna Tower Installation

The tower foundations shall be installed according to existing conditions at the tower site and shall support the tower loading requirements including the antennas, transmission lines, climbing ladders, and antenna brackets.

A concrete materials test shall be performed for the tower foundation. This test shall include slump testing of the concrete materials and unconfined compressive strength testing of concrete cylinders molded at the time of concrete placement. Cylinders shall be provided for each foundation pier, and shall be tested at 7 and 28 days after concrete placement. A report of test results for slump testing and unconfined compressive strength testing shall be provided to the City immediately after the test.

All permits shall be obtained by PrimeCo before initiation of work.

The City shall be notified when the inspection of the various construction phases of the tower and its foundation are required.

5.7 Equipment Building Installation

Site preparation shall be provided by PrimeCo. This shall include all grading and clearing work. Foundation work and grounding shall also be PrimeCo's responsibility. The building inspector shall be contacted prior to beginning any work

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at the site. The responsibility for appropriate permits and inspections, as necessary, rests with PrimeCo.

A concrete materials test shall be performed for the equipment building foundation in the same manner as specified for the antenna tower foundations (see Section 5.6).

5.8 Emergency Generator

The outdoor generators shall be secured to a concrete pad with hardware that will minimize vibration and preclude movement. The generator shall be connected to the electrical system and to the fuel source.

5.9 Transfer Switch

The transfer switch shall be mounted inside the equipment building. The transfer switch shall be connected to the generator via metallic conduit pursuant to manufacturer and electrical code requirements. The commercial power source and the electrical components within the equipment building shall be wired to the transfer switch via conduit with conductors of sufficient size to handle the load requirements of the communications equipment.

PrimeCo shall coordinate with the City as to the schedule for generator installation.

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6. PERFORMANCE VERIFICATION

6.1 General

Following completion of the preceding installation requirements, PrimeCo, in conjunction with the City's personnel (to be designated), shall verify that all equipment is correctly installed and functional. PrimeCo shall provide all necessary technical personnel, transportation, and test equipment to conduct functional tests. PrimeCo shall coordinate with the City as to scheduling of the tests. All deviations, anomalies, and tests or specification failures shall be remedied by PrimeCo in a timely manner.

6.2 Mechanical Inspection

The entire installation effort shall be inspected for conformity to these specifications and to the standards of good engineering practice. Particular attention shall be paid to:

- A. All fasteners tightened and properly torqued.
- B. All tower members straight and true.
- C. Site free of debris and excavations backfilled, compacted, and restored.
- D. Tower properly oriented.
- E. Ground system properly installed and bonded.
- F. Tower lighting system.
- G. All alarms, circuits, and outlets properly labeled.

6.3 Electrical Inspection

The tower base grounding at each tower leg shall be measured by a ground resistance test instrument and shall be 5 ohms or less. If the resistance to earth is greater than this amount, PrimeCo shall supply and install the additional ground rods required to achieve 5 ohms or less at no additional cost to the City. The use of soil treating chemicals to lower the resistance is specifically not allowed except by prior City approval.

City of Pensacola Tower, Building, and Generator Statement of Work

6.4 Overall Inspection

In addition to the foregoing detailed inspection, the following tests shall be performed on the appropriate equipment or structure. Any equipment not meeting the requirements of this specification included anywhere in this document, shall be immediately repaired or replaced by PrimeCo without additional cost to the City.

These tests shall be:

- A. Ground testing using triangulation method and approved test equipment.
- B. Generator testing under load.
- C. Transfer switch operation to demonstrate loss of commercial power, operation of generator unit, and restoration to commercial power.
- D. Proper operation of site alarms.
- E. Power distribution panel circuit verifications.
- F. Proper installation of commercial power protection.
- G. Proper installation of all lighting (building and tower) and associated switches and controls.
- H. Proper installation and operation of all timers, thermostats, and air conditioners, to include cycling of units.
- I. Proper installation of fire detectors and fire suppression system.
- J. Inspection of fire suppression system.

6.5 Installation Drawings and Maintenance Manuals

PrimeCo shall furnish three sets of "as built" drawings and maintenance manuals for the site where work is performed, within 30 days after completion of installation, one to be left at the communications site in the equipment building file cabinet, one complete set to the City, and one complete set of materials to PrimeCo's technical consultant. Each piece of electrical equipment installed in the building, including the fire suppression system, shall be provided with a maintenance manual that depicts circuit diagrams, as well as proper unit assembly and installation. All drawings and maintenance manuals shall include all modifications and revisions made to the original drawings, and completely reflect the final layout and configuration of the tower, foundations, power systems, equipment, and alarm points on PrimeCo provided type 66 punch block.

City of Pensacola Tower, Building, and Generator Statement of Work

6.6 Emergency Power Generator Tests

The complete installation shall be initially started and checked out for operational compliance by factory-trained representative(s) of the engine-generator set manufacturer. The engine lubrication oil, as recommended by the manufacturer for operation under environmental conditions specified, shall be provided by PrimeCo.

Upon completion of initial start-up and system check-out, PrimeCo shall perform a field test to demonstrate load carrying capability and voltage and frequency stability, with the City notified in advance.

6.7 AC Power Surge Protection

The primary and emergency power surge protector installations shall be inspected.

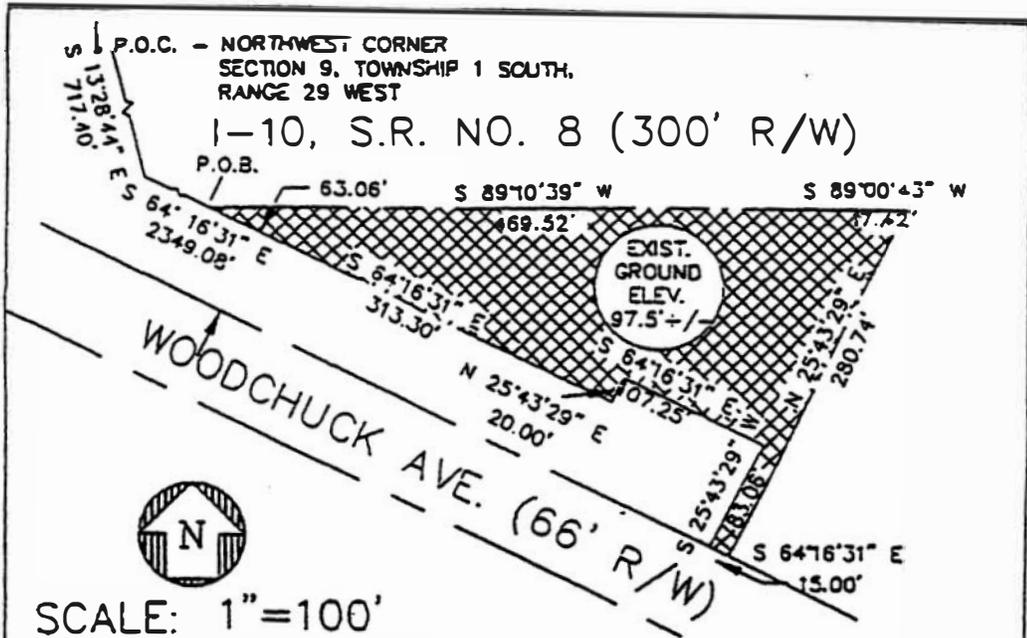
6.8 Fire Suppression System

The fire suppression system (Section 4.3.1) shall be inspected by the manufacturer or its authorized representative. Written certification shall be provided attesting to proper installation and operation, as well as any reporting requirement of local fire officials having jurisdiction at the site(s) of installation.

7. SCHEDULE

A schedule of important events and milestones shall be prepared by PrimeCo indicating the time frame within which the work will be completed. The schedule, at a minimum, should include the occurrence and duration of such items as site preparation, delivery of equipment, installation of equipment, and system performance verification. The schedule shall be presented in a Gantt chart form with duration in weeks and time periods referenced from date of execution of the Agreement.

APPENDIX A
LEGAL DESCRIPTION AND PLOT PLAN



SCALE: 1"=100'

LEGAL DESCRIPTION

Commence at the northwest corner of Section 9, Township 1 South, Range 29 West, Escambia County, Florida, being the concrete monument at the angle point in the rearline of Lot 3, Block E, Eau Claire Estates, Unit No. 1, filed in Plat Book 6 at page 47 of the public records of the said county; thence South 13°28'44" East along the easterly line of Block E and F of the said Eau Claire Estates, Unit No. 1, for a distance of 717.40 feet; thence South 64°16'31" East along the south line of the north 122.09 acres of the said Section 9, according to the deed recorded in Deed Book 402 at page 225 of the said public records for a distance of 2349.08 feet to a point on the southeasterly right of way line of Interstate No. 10, S.R. No. 8 (300' R/W) for the point of beginning

Thence continue South 64°16'31" East along the said south line of the north 122.09 acres also being parallel to and 63.06 feet north of the north right of way line of Woodchuck Avenue (66' R/W), for a distance of 313.30 feet; thence North 25°43'29" East for a distance of 20.00 feet; thence South 64°16'31" East for a distance of 107.25 feet; thence South 25°43'29" West, for a distance of 83.06 feet to a point on the northwesterly right of way line of Woodchuck Avenue (66' R/W); thence South 64°16'31" East along the said northwesterly right of way line for a distance of 15.00 feet; thence North 25°43'29" East for a distance of 280.74 feet to a point on the said southeasterly right of way line of Interstate No. 10, said point being on the arc of a circular curve concave to the north having a radius of 3014.26 feet and a central angle of 40°58'30"; thence southwest along the arc of the said curve being the said southeasterly right of way line for an arc distance of 17.42 feet; (chord distance of 17.42 feet; chord bearing of South 89°00'43" West) to the point of tangent of the said curve; thence South 89°10'39" West along the tangent of the said curve being the said southeasterly right of way line for a distance of 469.52 feet to the point of beginning;

The above described tract lies in Section 9, Township 1 South, Range 29 West, Escambia County, Florida, and contains 1.06 acres, more or less.



CITY OF PENSACOLA, FLORIDA
ENGINEERING DIVISION

WOODCHUCK AVENUE ANTENNA SITE
SKETCH - NOT A SURVEY

LATITUDE: N.30°30'04.5" DRAWN BY: DL
LONGITUDE: W.87°10'23.5" DATE: 5/23/96

EXHIBIT D
PRIMECO TOWER/BUILDING EQUIPMENT

(PrimeCo's A & E Drawings to be attached as Exhibit D upon completion)

SCENIC HEIGHTS SITE ANTENNA LOADING TABLE

Primeco Personal Communications

We will have nine (9) runs of 1 5/8" co-ax

Alpha sector:

orientation - 30 degrees
antenna height - 150'
antenna type - Comsat / RSI PCSS-090-19

Beta sector:

orientation - 140 degrees
antenna height - 200'
antenna type - Comsat / RSI PCSS-090-19

Gamma sector:

orientation - 260 degrees
antenna height - 200'
antenna type - Comsat / RSI PCSS-065-19

*** THIS IS IN ADDITION TO THE INFORMATION PROVIDED ON PAGE 4-2. TABLE 4-1.

fax to:

Gerry Kesler
at Omnicom

from: Keith Hall

fax # 904-227-3059

ASK him to call me upon
his receipt of this fax.

EXHIBIT E
MEMORANDUM OF AGREEMENT

THIS INSTRUMENT PREPARED BY:
NAME: GEORGE HOWELL, III, ESQ.
ADDRESS: 8875 HIDDEN RIVER PKWY.,
SUITE 350, TAMPA, FLORIDA 33637

ATTACHMENT "E"
SHORT FORM LEASE
(Site Lease ID #:1204)

THIS SHORT FORM LEASE evidences that an Agreement was made and entered into by written Agreement dated April 11, 1997, by and between The City of Pensacola, whose address is 180 Governmental Center, Pensacola, Florida 32501, and PRIMECO PERSONAL COMMUNICATIONS, L.P., a Delaware limited partnership ("PRIMECO"), whose address is 3728 Philips Highway, Suite 360, Jacksonville, Florida, 32207, the terms and conditions of which are incorporated herein by reference. CITY hereby leases to PRIMECO a certain site located at (See Page E-1), City of Pensacola, County of Escambia, State of Florida, within the property of CITY which is described in Attachment "A", attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities, all as more specifically described in the Agreement, the terms of which are incorporated herein by reference, for a term of twenty-five (25) years commencing on the date that PRIMECO commences installation of its communications facilities on such site, which term is subject to one (1) additional ten (10) year extension period by PRIMECO:

IN WITNESS THEREOF, CITY and PRIMECO have duly executed this Short Form Lease as of the day and year first above written.

CITY:
By: [Signature]
Name/Title: Edmond R. Hinkle, City Manager
S.S./Tax No.:
Address: [Address]
Date: April 11, 1997

PRIMECO:
PrimeCo Personal Communications, L.P.,
a Delaware limited partnership
By: [Signature]
Name/Title: Claude D. Ellison
Vice President/General Manager
Date: April 11, 1997

Witnesses:
(1) _____ (2) _____
(Print name signed above) (Print name signed above)

Witnesses:
(1) [Signature] (2) [Signature]
Kathy Heaton DIANA L. ARZICH
(Print name signed above) (Print name signed above)

STATE OF _____
COUNTY OF _____

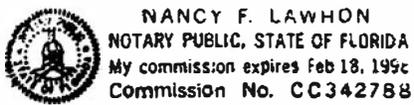
The foregoing instrument was acknowledged before me this _____ day of _____, 19____. C by _____
□ by _____, as _____ of _____, a _____
corporation; or □ _____ as partner (or agent) on behalf of _____, a partnership.
He/She is personally known to me or has produced _____ as identification.

(Printed, Typed or Stamped Name of Notary) _____
(OFFICIAL NOTARY SIGNATURE)
Notary Public - State of Florida

STATE OF Florida
COUNTY OF Duval

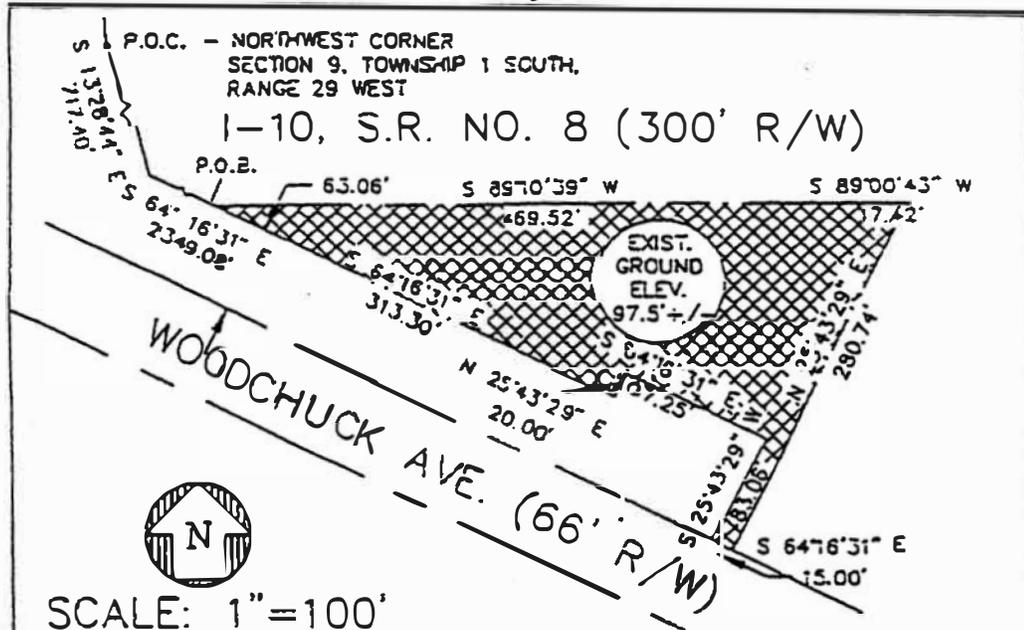
The foregoing instrument was acknowledged before me this 11 day of April, 1997, by Claude D. Ellison, as VP/Gen of PrimeCo Personal Communications, L.P., a Delaware limited partnership, on behalf of the partnership. He/She is personally known to me or has produced _____ as identification.

(Printed/Typed/Stamped Notary Name) _____
[Signature]
(Official Notary Signature)
Notary Public - State of Florida



City Initials
<u>[Initials]</u>
PrimeCo Initials
<u>[Initials]</u>

(E-1)



LEGAL DESCRIPTION

Commence at the northwest corner of Section 9, Township 1 South, Range 29 West, Escambia County, Florida, being the concrete monument at the angle point in the rearline of Lot 3, Block E, Eau Claire Estates, Unit No. 1, filed in Plat Book 6 at page 47 of the public records of the said county; thence South 13°28'44" East along the easterly line of Block E and F of the said Eau Claire Estates, Unit No. 1, for a distance of 717.40 feet; thence South 64°16'31" East along the south line of the north 122.09 acres of the said Section 9, according to the deed recorded in Deed Book 402 at page 225 of the said public records for a distance of 2349.08 feet to a point on the southeasterly right of way line of Interstate No. 10, S.R. No. 8 (300' R/W) for the point of beginning;

Thence continue South 64°16'31" East along the said south line of the north 122.09 acres also being parallel to and 63.06 feet north of the north right of way line of Woodchuck Avenue (66' R/W), for a distance of 313.30 feet; thence North 25°43'29" East for a distance of 20.00 feet; thence South 84°16'31" East for a distance of 107.25 feet; thence South 25°43'29" West, for a distance of 83.06 feet to a point on the northwesterly right of way line of Woodchuck Avenue (66' R/W); thence South 84°16'31" East along the said northwesterly right of way line for a distance of 15.00 feet; thence North 25°43'29" East for a distance of 290.74 feet to a point on the said southeasterly right of way line of Interstate No. 10, said point being on the arc of a circular curve concave to the north having a radius of 3014.26 feet and a central angle of 40°58'30"; thence southwest along the arc of the said curve being the said southeasterly right of way line for an arc distance of 17.42 feet; (chord distance of 17.42 feet; chord bearing of South 89°00'43" West) to the point of tangent of the said curve; thence South 89°10'39" West along the tangent of the said curve being the said southeasterly right of way line for a distance of 469.52 feet to the point of beginning;

The above described tract lies in Section 9, Township 1 South, Range 29 West, Escambia County, Florida, and contains 1.06 acres, more or less.



CITY OF PENSACOLA, FLORIDA
ENGINEERING DIVISION

WOODCHUCK AVENUE ANTENNA SITE
SKETCH - NOT A SURVEY

LATITUDE: N.30°30'04.5" DRAWN BY: DLM
LONGITUDE: W.87°10'23.5" DATE: 5/23/96

State of Florida



Department of State

I certify from the records of this office that PRIMECO PERSONAL COMMUNICATIONS, L.P. doing business in Florida as PRIMECO PERSONAL COMMUNICATIONS, LIMITED PARTNERSHIP is a limited partnership organized under the laws of Delaware, authorized to transact business in the State of Florida, filed on November 27, 1995.

The document number of this limited partnership is B9500000424.

I further certify that said limited partnership has paid all fees due this office through December 31, 1996, and its status is active.

GIVEN under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Second day of May, 1996



CR2EO22 (1-95)

Sandra B. Northam
Secretary of State

CERTIFICATE OF AMENDMENT
TO
APPLICATION FOR REGISTRATION
OF

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
\$6 APR - 1 PM 12:39

PCS PrimeCo, Limited Partnership

Insert name correctly on file with Florida Dept. of State

Pursuant to the provisions of section 620.173 Florida Statutes, this foreign limited partnership hereby submits this certificate of amendment to its registration application:

The registration application is amended as follows:

The name is changed to: PrimeCo Personal Communications, L.P., which shall transact business in Florida as: PrimeCo Personal Communications, Limited Partnership

PCS PRIMECO, L.P., a Delaware limited partnership

By: PCSCO PARTNERSHIP, a Delaware general partnership, General Partner

By: Bell Atlantic Personal Communications, Inc. a Delaware corporation, General Partner

By: *[Signature]*
(Signature of a General Partner)

Dermott Murphy, Chairman
(Typed or printed name of General Partner signing above)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

On this 29th day of March, 19 96, Dermott Murphy personally appeared before me,

- who is personally known to me
- whose identity I proved or, the basis of

[Signature]
Notary Public

[Signature]
(Notary's Printed Name)

Seal

My Commission Expires: 10/27/97

Notarial Seal
Shirley K. Stanton, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Oct 27 1997
Member, Pennsylvania Association of Notaries

Florida Department of State, Jon Smith, Secretary of State
APPLICATION BY FOREIGN LIMITED PARTNERSHIP
FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

1. PCS PrimeCo, L.P.
(Name of limited partnership as it is in the home state;

2. PCS PrimeCo, Limited Partnership
(If name is unavailable, name under which the limited partnership proposes to register to transact business in Florida; must contain the word "LIMITED" or "LTD.")

3. Delaware 4. October 20, 1994
(State of Formation) (Date of Formation)

5. The Prentice-Hall Corporation System, Inc.
(Name of Registered Agent for Service of Process)

6. 1201 Raya Street, Suite 103
(Street Address of Registered Office)
Tallahassee , Florida 32301
(City) (Zip Code)

7. Acceptance by the Registered Agent for Service of Process.
Marcia A. Hawner, Asst. Secy.
(Agent must sign on this line) Marcia A. Hawner, Asst. Secy.

8. 1209 Orange Street, Wilmington, DE 19801
(Address of Registered Office required in State of Formation or, if not required, Address of Principal Office.)

9. NAME OF GENERAL PARTNERS	SPECIFIC ADDRESS
PCSCO Partnership <u>645331400022</u>	1717 Arch Street Philadelphia, PA 19103
PCS Nucleus, Limited Partnership <u>045000000372</u>	c/o AirTouch PCS Holding, Inc. 2999 Oak Rd., MS 1025 Walnut Creek, CA 94596

10. 6 Campus Circle, Westlake, TX 76262
(Office where Names, Addresses and Contributions of Limited Partners are kept)

11. The limited partnership will undertake to keep the records listing the addresses and capital contributions of the limited partner or limited partners until the limited partnership's registration in Florida is cancelled or withdrawn.

12. 6 Campus Circle, Westlake, TX 76262
(Mailing Address of Limited Partnership)

RECEIVED
STATE DEPARTMENT OF STATE
NOV 27 11:10:45
AND-45

PCS PrimeCo, Limited Partnership
By: PCS Nucleus, Limited Partnership
its general partner
By: AirTouch PCS Holding, Inc.
its general partner

FILED STATE
SECRETARY OF CORPORATIONS
NOV 27 AM 10:45 '95

This 2nd day of October, 19 95.

Kristina Veasco
General Partner

Kristina Veasco, Assistant Secretary

STATE OF

COUNTY OF

THE FOREGOING instrument was acknowledged and affirmed to before me this 2nd day of October, 19 95, by AirTouch PCS Holding, Inc. (Name of General Partner) of

PCS Nucleus, Limited Partnership
(Name of Limited Partnership), A Delaware (State or Country) Limited Partnership, on behalf of the Limited Partnership.

FILED STATE
SECRETARY OF CORPORATIONS
NOV 27 AM 10:45 '95

Notary Public:

State of _____ at Large

(SEAL)

My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

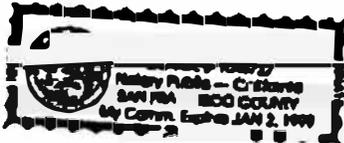
State of California

County of San Francisco

On 10/3/95 before me, Wendy S. Jennings Notary Public

personally appeared Kristina Veacu

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/they are the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Wendy S. Jennings
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reinsertion of this form to another document.

Description of Attached Document

Title or Type of Document: Application by Foreign Partnership Florida

Document Date: 10/2/95 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kristina Veacu

- Individual
- Corporate Officer
- Title(s): Asst. Secretary
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

SECRETARY'S CERTIFICATE

I, George W. Tenney, being the duly elected Secretary of PCS PrimeCo, L.P., a Delaware limited partnership("PrimeCo"), do hereby certify that the resolution set forth below is a true and accurate copy of the resolution adopted by the Executive Committee of the PrimeCo on June 22, 1995 and such resolution has not been rescinded, modified or amended and is in full force and effect at the date hereof:

RESOLVED that the President, the Regional Presidents and each Market General Manager is authorized to execute any lease, license or other real property agreements ("Documents") with the same authority and power as would be invested if a General Partner's representative, who was properly authorized and certificated under the PCS PRIMECO, L.P. Agreement of Limited Partnership executed the Documents, with the exception that, where direct liability is more than \$200,000.00, the authorization herein granted is limited to the President and the Regional Presidents.

IN WITNESS WHEREOF, I have hereunto set my hand this 5 th day of December, 1995.

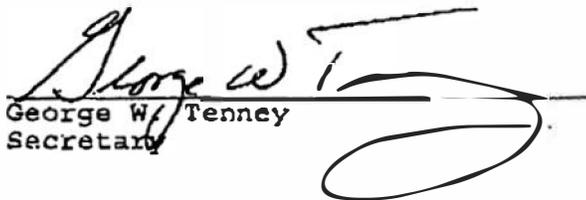
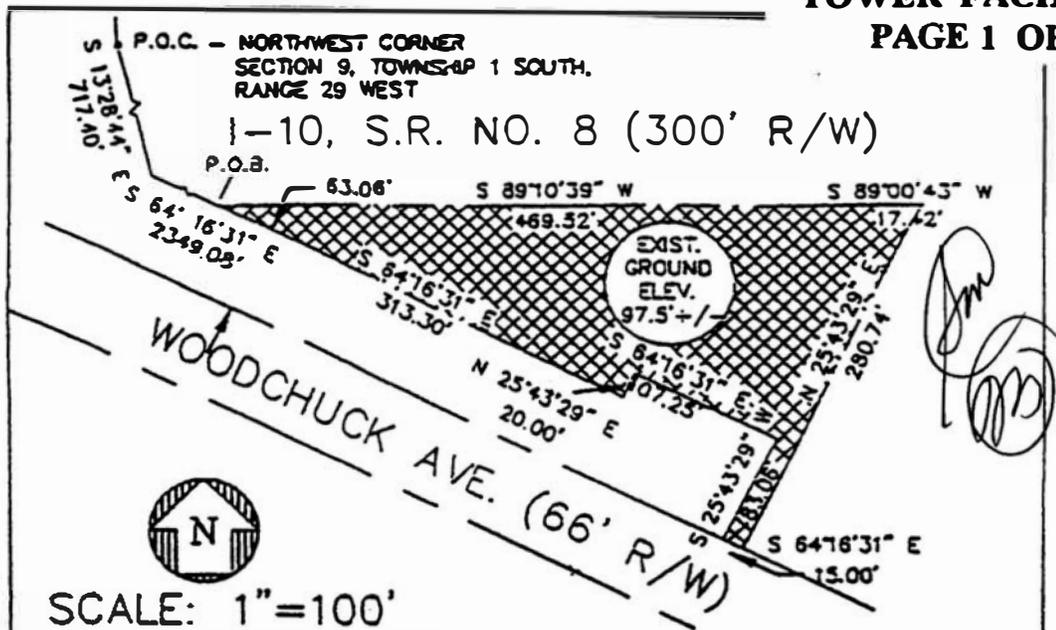

George W. Tenney
Secretary

EXHIBIT "B"
TOWER FACILITIES
PAGE 1 OF 3



SCALE: 1"=100'

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Thence continue South 64'16'31" East along the said south line of the north 122.09 acres also being parallel to and 63.06 feet north of the north right of way line of Woodchuck Avenue (66' R/W), for a distance of 313.30 feet; thence North 25'43'29" East for a distance of 20.00 feet; thence South 64'16'31" East for a distance of 107.25 feet; thence South 25'43'29" West, for a distance of 83.06 feet to a point on the northwesterly right of way line of Woodchuck Avenue (66' R/W); thence South 64'16'31" East along the said northwesterly right of way line for a distance of 15.00 feet; thence North 25'43'29" East for a distance of 280.74 feet to a point on the said southeasterly right of way line of Interstate No. 10, said point being on the arc of a circular curve concave to the north having a radius of 3014.26 feet and a central angle of 40°53'30"; thence southwest along the arc of the said curve being the said southeasterly right of way line for an arc distance of 17.42 feet; (chord distance of 17.42 feet; chord bearing of South 89°00'43" West) to the point of tangent of the said curve; thence South 89°10'39" West along the tangent of the said curve being the said southeasterly right of way line for a distance of 469.52 feet to the point of beginning;

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CITY OF PENSACOLA, FLORIDA
 ENGINEERING DIVISION

WOODCHUCK AVENUE ANTENNA SITE
 SKETCH - NOT A SURVEY

LATITUDE: N.30°30'04.5" DRAWN BY: DLH
 LONGITUDE: W.87°10'23.5" DATE: 5/23/95

EXHIBIT "B"
TOWER FACILITIES
PAGE 2 OF 3

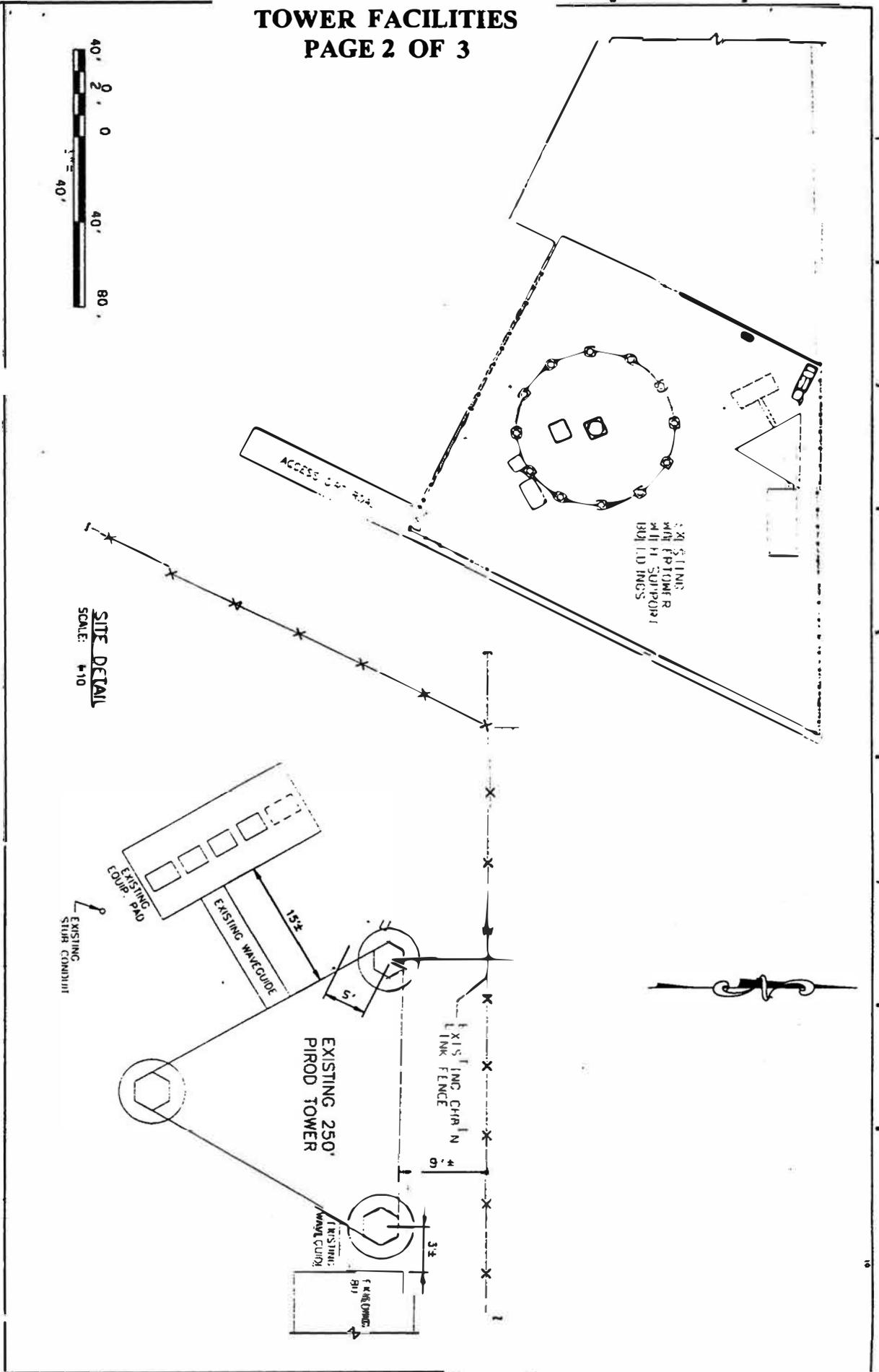


EXHIBIT "B"
TOWER FACILITIES
PAGE 3 OF 3

GENERAL NOTES

1. TOWER DESIGN CONFORMS TO STANDARD EIA/TIA-222-E FOR 120 MPH BASIC WIND SPEED WITH .50" RADIAL ICE WITH LOAD DUE TO WIND REDUCED BY 25% WHEN CONSIDERED SIMULTANEOUSLY WITH ICE.
 TOWER DESIGN CONFORMS TO STANDARD EIA/TIA-222-E FOR 120 MPH BASIC WIND SPEED WITH NO ICE.
2. MATERIAL: (A) SOLID ROOS CONFORM TO ASTM A-572 GRADE 50 REQUIREMENTS.
 (B) ANGLES CONFORM TO ASTM A-36 REQUIREMENTS.
 (C) PIPE CONFORMS TO ASTM A-53 TYPE E, GRADE B REQUIREMENTS. (MIN YIELD STRENGTH=42 KSI)
 (D) ALL STEEL PLATES CONFORM TO ASTM A-36 REQUIREMENTS.
3. BASE REACTIONS PER EIA/TIA-222-E FOR 120 MPH BASIC WIND SPEED WITH .50" RADIAL ICE WITH LOAD DUE TO WIND REDUCED BY 25% WHEN CONSIDERED SIMULTANEOUSLY WITH ICE:
 TOTAL WEIGHT = 160.8 KIPS. MAXIMUM COMPRESSION = 1250.2 KIPS PER LEG.
 MOMENT = 31088.7 KIP-FT. MAXIMUM UPLIFT = 1143.0 KIPS PER LEG.
 MAXIMUM SHEAR = 233.5 KIPS TOTAL.
4. BASE REACTIONS PER EIA/TIA-222-E FOR 120 MPH BASIC WIND SPEED WITH NO ICE.
 TOTAL WEIGHT = 118.5 KIPS. MAXIMUM COMPRESSION = 1257.2 KIPS PER LEG.
 MOMENT = 31636.1 KIP-FT. MAXIMUM UPLIFT = 1178.2 KIPS PER LEG.
 MAXIMUM SHEAR = 235.0 KIPS TOTAL.
5. FINISH: HOT DIPPEO GALVANIZED AFTER FABRICATION.
6. ANTENNAS: 250' - SIX 8MR10 ANTENNAS ON SIX 6'- 8" RIGID ARMS WITH 1-1/4" LINES.
 250' - TWO AMPLIFIERS (C8A8 = 4.0 SO FT TOTAL) WITH TWO 1/2" & TWO 7/8" LINES.
 229' - SIX D8304 ANTENNAS ON SIX 6'- 8" RIGID ARMS WITH 1-1/4" LINES.
 220' - TWELVE COMSAT 090-19-0 ANTENNAS ON T-FRAME SECTOR MOUNTS WITH 1-5/8" LINES.
 215' - ONE 8' SOLID DISH WITH RADOME AND EW63.
 200' - ONE 6' SOLID DISH WITH RADOME AND EW63.
 200' - SIX COMSAT 090-19-0 ANTENNAS ON TWO T-FRAME SECTOR MOUNTS WITH 1-5/8" LINES.
 190' - TWELVE COMSAT 090-19-0 ANTENNAS ON T-FRAME SECTOR MOUNTS WITH 1-5/8" LINES.
 180' - TWELVE COMSAT 090-19-0 ANTENNAS ON T-FRAME SECTOR MOUNTS WITH 1-5/8" LINES.
 175' - ONE 6' SOLID DISH WITH RADOME AND EW63.
 156' - ONE 6' SOLID DISH WITH RADOME AND EW63.
 150' - THREE COMSAT 090-19-0 ANTENNAS ON ONE T-FRAME SECTOR MOUNT WITH 7/8" LINES.
 20' - ONE 08498 ANTENNA LEG MOUNTED WITH 7/8" LINE.
7. REMOVE FOUNDATION TEMPLATE PRIOR TO ERECTING TOWER. INSTALL BASE SECTION WITH MINIMUM OF 2" CLEARANCE ABOVE CONCRETE. GROUT NUTS BELOW BASE SECTION WITH NON-SHRINK GROUT AFTER LEVELING TOWER.
8. MIN. WELDS 5/16" UNLESS OTHERWISE SPECIFIED. ALL WELDING TO CONFORM TO AWS SPECIFICATIONS.
9. ALL BOLTS AND NUTS MUST BE IN PLACE BEFORE THE ADJOINING SECTION(S) ARE INSTALLED.
10. ALL A-325 BOLTS SHALL BE PRE-TENSIONED PER AISC SPECIFICATIONS. REFER TO DRAWING # 123107-8 ("BOAT PRE-TENSIONING GUIDELINES".)
11. EIA GROUNDING FOR TOWER.
12. A1.1 REO LIGHT KIT (INTERIOR)

Handwritten signature
 JUN 16 1997

PRIMECO PERSONAL COMMUNICATIONS SCENIC HEIGHTS #1204-PENSACOLA, FLORIDA U - 30.0 X 250' SELF-SUPPORTING TOWER		 1345 Picco Dr. Plymouth, IN 46563-0128 219-936-4221
APPROVED/ENG. WBR 06/18/1997	APPROVED/FOUND N/A	
DRAWN BY GOM		
From: 80244.DWG - 06/18/97 14:41 > 2026299.DWG - 06/18/97 14:43	ENG. FILE NO. A-9704226A	
Printed: 06/18/97 14:40	ARCHIVE 0-86244	PAGE 5 of 9

From: Lynne Snee
To: PRO(AWaters)
Date: 11/2/98 11:36am
Subject: Woodchuck Ave. Antenna Site -Reply

Andy,

If the document you have is the revised bill of sale, this is something that was approved last year in the agreement between the City and PrimeCo. Now that construction of the tower by PrimeCo is complete, legal staff felt that we needed to have an official bill of sale to convey the tower to the City. This has been through once a month or so ago, but there were changes to the language after conversations between the attorneys involved. Please let me know if you need any more specific information.

Lynne

PrimeCo Personal Communications
3838 N. Causeway, Suite 3250
Metairie, Louisiana 70002
(504) 846-6280

VIA FEDERAL EXPRESS

October 21, 1998

Ms. Lynne Snee
Office of the City Manager
City of Pensacola
180 Governmental Center
Pensacola, Florida 32521



**RE: SCENIC HEIGHTS (WOODCHUCK AVENUE) ANTENNA SITE ~ JOINT USE
AGREEMENT BY AND BETWEEN CITY OF PENSACOLA AND PRIMECO PERSONAL
COMMUNICATIONS, DATED APRIL 11, 1997**

Dear Ms. Snee:

Enclosed please find two (2) original copies of the **Revised Bill of Sale** to convey the above referenced tower to the City of Pensacola as per the lease agreement. Please review, sign and/or initial where indicated before a Notary and return **one (1) original copy with recordation information** from the Escambia County Clerk of Court to my attention.

Thank you in advance for your cooperation in this matter. Should you have any questions or concerns, please feel free to contact me at 504/846-6280.

Sincerely,
PRIMECO PERSONAL COMMUNICATIONS, L.P.


Tracey L. Samuels
Site Acquisition Lease Coordinator

Enclosures

cc: Edmond R. Hinkle, City Manager

Document Control # _____

FINAL DOCUMENT REVIEW FORM
(blue)

USER AGENCY

Document: Revised Bill of Sale - Scenic Heights (Woodchuck Ave.) Antenna Site

Project Contract Lease Other (Check One)

Name/Description: Revised Bill of Sale conveying tower at Woodchuck Avenue site
from PrimeCo Personal Communications to City of Pensacola per
agreement dated 4/11/97

User Agency: _____ Contact Person: _____

Date of Council Approval: _____ Sent to Contract Administration: ___/___/___

CONTRACT ADMINISTRATION

001 26 1998 11 20 1998
Date Received: ___/___/___

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

Approved: [Signature] Send to Risk Management Agency 11/2/98
(Signature)

Comments: _____

RISK MANAGER

Date Received: 11/2/98

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

Approved: [Signature] Send to City Manager 11/3/98
(Signature)

Comments: _____

CITY MANAGER'S OFFICE

Date Received: 11/5/98

Approved: Lynne B Sree
(Deputy Assistant Manager)

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

Document Executed; [Signature] Send to City Clerk: 11/18/98
(Signature)

Comments: _____

CITY CLERK

Send Original to City Attorney 11/18/98

Document Officially Recorded: _____
(Signature)

CITY ATTORNEY

Date Received: 11/18/98

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

Approved as to Form; [Signature] Send Original to City Clerk 11/19/98
(Signature)

Comments: _____

Kept one original. Sent one original to Pat/Lynne.

CITY CLERK

Retain Original

City Clerk Document Control Number: _____

Send copy of original to User Agency 11/19/98

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Site Agreement (the "First Amendment") is made this ___ day of _____, 201___, by and between the **The City of Pensacola**, a municipal corporation, hereinafter "City", and **Verizon Wireless Personal Communications LP d/b/a Verizon Wireless**, hereinafter "Verizon Wireless". City and Verizon Wireless are at times collectively referred to herein as the "Parties" or individually as the "Party".

WHEREAS, City and Verizon Wireless' predecessor in interest entered into that certain Agreement dated April 11, 1997 (the "Agreement"), whereby Verizon Wireless leases from City space at 1518 Woodchuck Avenue, Pensacola, Florida 32521, as more fully described in the Agreement;

WHEREAS, City and Verizon Wireless desire to amend the Agreement in order to document certain changes to Verizon Wireless's equipment installed at the site;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this First Amendment as follows:

1. Exhibit D to the Agreement is hereby supplemented with Exhibit D-1, attached hereto and incorporated herein. Exhibit D-1 identifies the equipment Verizon Wireless is authorized to install on the communications tower. In the event of any conflict between Exhibit D and any other description of Verizon Wireless's equipment contained in the Agreement, including Verizon Wireless' future expansion rights as set forth in Paragraph 12 of the Agreement, Exhibit D-1 shall control. Furthermore, Verizon Wireless reserves the right to add, replace and modify the equipment specified on Exhibit D-1 with similar and comparable equipment upon written consent of the City so long as Verizon Wireless does not exceed the maximum equipment loading specified on Exhibit D-1 nor the structural capacity specified in the structural analysis completed by PM&A dated June 26, 2018, PM&A Project Number VWT18-111 (93.1%).
2. The Parties' notice addresses as set forth in Paragraph 11 of the Agreement shall be updated as follows:

CITY: City of Pensacola
222 West Main Street
Pensacola, Florida 32502
Attn: City Mayor

VERIZON WIRELESS: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

3. The Agreement and this First Amendment contain all agreements, promises or understandings between City and Verizon Wireless and no verbal or oral agreements, promises or understandings shall be binding upon either the City or Verizon Wireless in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and this First Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and this First Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and this First Amendment.
4. Capitalized terms that are used in this First Amendment but not defined herein shall have the meaning given such terms in the Agreement. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
5. City and Verizon Wireless each hereby warrant to the other that the person executing this First Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute this First Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this First Amendment.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

CITY:

The City of Pensacola, a municipal corporation

Witness

Witness

By: _____

Print Name: _____

Title: City Mayor

Attest:

City Clerk

Date: _____

VERIZON WIRELESS:

**Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless**

Witness

Witness

By: _____

Jason Leiker

Director - Network Field Engineering

Date: _____

Exhibit D-1

Proposed and Future Equipment Loading

- Twelve (12) antennas
 - Three (3) LNX-6515DS-A1M antennas or similar
 - Six (6) Commscope NHH-65C-R2B antennas or similar
 - Three (3) reserved antennas
- 9 Remote Radio Heads (RRHs)
 - Three (3) B13 RRH4x30 700 LTE RRHs or similar
 - Three (3) B25 RRH4x30 PCS RRHs or similar
 - Three (3) B66A RRH4x45 AWS RRHs or similar
- 1 Surge Suppression Raycap RCMDC-6627-PF-48 OVP or similar
- 12 (1-5/8") coaxial cables (6 installed/6 reserved)
 - Six (6) installed
 - Six (6) reserved
- 2 hybrid/fiber cables (6x12) together with jumper cables interconnecting the equipment

All installed at 202' RAD center on the tower on new sector mounts

P. Marshall and Associates, LLC
1000 Holcomb Woods Parkway
Suite 210 Roswell, GA 30076
Tel: (678) 280-2325
Fax: (678) 280-2329
Email: info@pmass.com

June 26, 2018

To: Verizon Wireless
2 Verizon Place
Alpharetta, GA 30004

Subject: **Rigorous Structural Analysis Report**

Verizon Designation: **Verizon Co-locate**
Carrier Site Name: **Pen Scenic Heights**
Carrier Location Code: **136137**

Engineering Comp. Designation: **PM&A Project Number:** **VWT18-111**

Site Data: **1518 Woodchuck Ave., Pensacola, Escambia County, FL 32504**
Latitude: 30° 30' 6.0", Longitude: -87° 10' 23.99"
250 ft – Self-Support

To whom it concerns,

PM&A is pleased to submit this **“Rigorous Structural Analysis Report”** to determine the structural integrity of the above mentioned tower.

The purpose of the analysis is to determine acceptability of the tower stress level. Based on our analysis we have determined the tower stress level for the structure and foundation, under the following load case, to be:

Load Case: Existing + Proposed **Sufficient Capacity (93.1%)**

Note: See Section 4 and Section 5 for the proposed and existing loading, respectively.

"This analysis has been performed in accordance with the 2017 Florida Building Code, 6th Edition, based upon an ultimate 3-second gust wind speed of 160 mph converted to a nominal 3-second gust wind speed of 124 mph per section 1609.3.1 as required for use in the TIA-222-G Standard per Exception #5 of Section 1609.1.1. Exposure Category D and Risk Category III were used in this analysis."

We appreciate the opportunity to work with Verizon and look forward to contributing to the success of this project. If we can be of further assistance, please do not hesitate to contact us at (678) 280-2325.

Sincerely,
PM&A

Andrei Barba, P.E.
Florida Professional Engineer
License Number: 84451
Florida COA #: 27595

P. Marshall and Associates, LLC
1000 Holcomb Woods Parkway
Suite 210 Roswell, GA 30076
Tel: (678) 280-2325
Fax: (678) 280-2329
Email: info@pmass.com

Table of Contents

1) Tower Structure

2) Analysis Criteria

3) Documents Provided

4) Proposed Loading

5) Existing Loading

6) Programs

7) Assumptions & Disclaimers

8) Analysis Results

9) Recommendations

10) Appendices

P. Marshall and Associates, LLC
 1000 Holcomb Woods Parkway
 Suite 210 Roswell, GA 30076
 Tel: (678) 280-2325
 Fax: (678) 280-2329
 Email: info@pmass.com

1. Tower Structure

This tower is a 250 ft Self-Support located in Escambia County, FL. The original tower design was unavailable. The original design criteria are unknown. All the information provided by Verizon is assumed to be accurate and complete.

2. Analysis Criteria

This analysis has been performed in accordance with the TIA-222-G Structural Standards for Steel Antenna Towers and Antenna Supporting Structures using 3-second gust wind speed of 116 mph, 30 mph with 1/4 inch ice thickness and 60 mph under service loads. Exposure Category D, topographic category of 1 and risk category III were used in this analysis.

3. Documents Provided

This analysis was based off of a limited amount of document resources as shown below. If for some reason additional information becomes readily available that contradicts the current analysis and the information below please notify PM&A.

Document	Remarks	Source
Tower Mapping	PM&A Job #: 180160, dated 03/02/18	PM&A
Previous Structural Analysis	Tower Engineering Professionals, Inc., Job #: 130600.022, dated 10/02/13	PM&A
Proposed Carrier Loading Document	Verizon RFDS, PEN SCENIC HEIGHTS, dated 08/07/17	Verizon

4. Proposed Equipment and Feed Lines

Mounting Level (ft.)	Center Line Elevation (ft.)	Number of Antennas	Antenna Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in)	Note
200.0	202.0	3	Andrew	LNX-6515DS-A1M	2	1.54	1
		6	Commscope	NHH-65C-R2B			
	200.0	3	Alcatel Lucent	B66A RRH4x45			
	200.0	1	Raycap	RCMDC-6627-PF-48			
		1	Commscope	MTC3752T3 w/ (6) SA-B12			

Notes:

1. See appendices for proposed coax layout

5. Existing Equipment and Feed Lines

Mounting Level (ft.)	Center Line Elevation (ft.)	Number of Antennas	Antenna Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in)	Note
		3	-	10' Omni			
		1	-	15' Omni	2	1-1/2	
246.0	253.0	1	-	10' Dipole	2	7/8	1
		3	-	Flush Frame Mounts w/ (6) 6' Standoffs	1	1-5/8	
236.5	236.5	1	Commscope	PAR8-59W-PXA	1	2" EW	1
		1	-	Mount Pipe			
233.0	236.0	1	-	5' Omni	1	7/8	1
	233.0	1	-	2' Standoff			
228.0	228.0	1	Commscope	VHLP2-11W-RR1A	2	3/8	1
		2	-	10"x4" TMA			
	217.0	3	Commscope	SBNH-1D65L-SR			
215.0	215.0	3	Commscope	E15Z01P3901	6	1-5/8	1
		3	-	T-Frame Mount	1	5/16	
		3	Alcatel Lucent	B13 RRH4X30	6	1-5/8	1
		3	Alcatel Lucent	B25 RRH4X30			
200.0	203.0	4	Antel	WPA-80080/8CF E-DIN			
		3	Andrew	LNx-6515DS-R2M			
		5	Antel	HBX-6517DS-VTM	6	1-5/8	2
		3	-	T-Frame Mount			
	204.0	6	-	10"x9-1/2" TMA			
195.0	195.0	1	Commscope	PL4-59-PXA/F	1	2" EW	1
		1	-	Mount Pipe			
176.5	176.5	1	Commscope	PAR6-59W-PXA/A	1	2" EW	1
		1	-	Mount Pipe			
160.0	166.0	1	-	10' Dipole	1	1-1/2	1
	160.0	1	-	2' Standoff			
156.0	156.0	1	Andrew	D6E-2 T6M10H	1	2" EW	1
		1	-	Mount Pipe			
136.0	136.0	1	Commscope	PAR6-59W-PXA	1	2" EW	1
		1	-	2' Standoff			
93.5	95.0	1	-	3' Dipole	1	1/2	1
	93.5	1	-	2' Standoff			

Notes:

1. Existing Equipment
2. Equipment to be Removed

P. Marshall and Associates, LLC
1000 Holcomb Woods Parkway
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6. Programs

tnxTower (version 7.05.1), a commercially available analysis software package, was used to create a three-dimensional model of the tower and calculate member stresses for various loading cases. Selected output from the analysis is included in report Appendices.

7. Assumptions and Disclaimers

- 1) The tower and structures were built and have been maintained in accordance with manufacturer's specifications and drawings.
- 2) All proposed and future transmission cables are installed in the locations noted on the cable routing per appendices.
- 3) PM&A shall assume that all tower components are in sufficient condition to carry their full design capacity.
- 4) We have not based the adequacy of the tower on limitations for antenna twist, tilt, roll, or lateral translation.
- 5) We have not designed for construction load or tower climber live load.
- 6) Antenna mounts are not part of this analysis. Antenna mounts and mounting hardware should be verified by carrier to confirm that mounts are in compliance.
- 7) Tower geometry and existing loading has been modeled based on the Tower Mapping by PM&A Job #: 180160, dated 03/02/18 and is assumed to be accurate.
- 8) Soils and foundation have been modeled based on the information provided in the previous structural analysis by Tower Engineering Professionals, Inc., Job #: 130600.022, dated 10/02/13 and are assumed to be accurate.
- 9) Final Carrier loading has been modeled based on the configuration specified in the Verizon RFDS, titled PEN SCENIC HEIGHTS, dated 08/07/17 Date and is assumed to be accurate.
- 10) Tower Leg Steel is assumed to be A572-50 based on previous experience with similar structures.
- 11) Tower Bracing Steel is assumed to be A36 based on previous experience with similar structures.
- 12) Tower Bolts are assumed to be A325N based on previous experience with similar structures.
- 13) Anchor Rods are assumed to be A687 based on previous experience with similar structures.

This analysis may be affected if any assumptions are not valid or have been made in error. PM&A should be notified to determine the effect on the structural integrity of the tower.

8. Analysis Results

Tower Capacity Summary

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail
T1	250 - 240	Leg	8Bay 1.25" Leg K-Brace	3	-3.98	143.06	37.0	Pass
T2	240 - 220	Leg	16Bay 1.25" Leg K-Brace	14	-17.36	143.06	60.9	Pass
T3	220 - 210	Leg	16Bay 1.5" Leg K-Brace	30	-69.15	215.45	88.3	Pass
T4	210 - 200	Leg	16Bay 1.5" Leg K-Brace	42	-99.73	215.45	46.3	Pass
T5	200 - 180	Leg	16Bay 1.75" Leg K-Brace	51	-187.64	301.29	62.3	Pass
T6	180 - 170	Leg	16Bay 2" Leg K-Brace	69	-228.84	400.49	57.1	Pass
T7	170 - 160	Leg	16Bay 2" Leg K-Brace	81	-279.82	400.49	69.9	Pass
T8	160 - 140	Leg	16Bay 2.25" Leg K-Brace	90	-337.28	496.60	67.9	Pass
T9	140 - 120	Leg	16Bay 2.75" Leg K-Brace	99	-439.85	741.99	59.3	Pass
T10	120 - 100	Leg	16Bay 3" Leg K-Brace	108	-527.88	883.14	59.8	Pass
T11	100 - 80	Leg	16Bay 3.25" Leg K-Brace	117	-622.89	1036.61	60.1	Pass
T12	80 - 60	Leg	16Bay 3.25" Leg K-Brace	126	-715.14	1036.61	69.0	Pass
T13	60 - 40	Leg	16Bay 3.5" Leg K-Brace	135	-806.60	1202.40	67.1	Pass
T14	40 - 20	Leg	16Bay 3.75" Leg K-Brace	144	-901.67	1380.53	65.3	Pass
T15	20 - 0	Leg	16Bay 4" Leg K-Brace	153	-987.62	1571.00	62.9	Pass
T1	250 - 240	Diagonal	L2 1/2x2 1/2x1/4	11	-2.70	15.22	17.7	Pass
							20.8 (b)	
T2	240 - 220	Diagonal	L3x3x1/4	19	-12.82	23.92	53.6	Pass
							93.1 (b)	
T3	220 - 210	Diagonal	L3x3x3/8	34	-13.84	30.87	44.8	Pass
							66.5 (b)	
T4	210 - 200	Diagonal	L3x3x3/8	46	-14.87	28.01	53.1	Pass
							69.0 (b)	
T5	200 - 180	Diagonal	L3 1/2x3 1/2x3/8	58	-20.67	35.57	58.1	Pass
							85.3 (b)	
T6	180 - 170	Diagonal	L4x4x3/8	73	-23.26	45.90	50.7	Pass
							91.5 (b)	
T7	170 - 160	Diagonal	L4x4x3/8	83	-20.23	43.32	46.7	Pass
							83.3 (b)	
T8	160 - 140	Diagonal	2L3 1/2x3 1/2x3/8x1	94	-34.23	67.00	51.1	Pass
T9	140 - 120	Diagonal	2L3 1/2x3 1/2x3/8x1	101	-35.61	61.30	58.1	Pass
T10	120 - 100	Diagonal	2L4x4x5/16x1	110	-36.54	67.33	54.3	Pass
T11	100 - 80	Diagonal	2L4x4x7/16x1	119	-38.53	84.26	45.7	Pass
T12	80 - 60	Diagonal	2L4x4x7/16x1	128	-39.51	75.81	52.1	Pass
T13	60 - 40	Diagonal	2L4x4x7/16x1	140	-41.60	68.33	60.9	Pass
T14	40 - 20	Diagonal	2L5x5x7/16x1	149	-42.20	116.99	36.1	Pass
T15	20 - 0	Diagonal	2L5x5x7/16x1	158	-46.93	107.21	43.8	Pass
T3	220 - 210	Secondary Horizontal	L3x3x1/4	37	-2.23	38.64	5.8	Pass
							15.8 (b)	
T6	180 - 170	Secondary Horizontal	L3x3x1/4	77	-3.97	32.55	12.2	Pass
							25.0 (b)	
T1	250 - 240	Top Girt	L2 1/2x2 1/2x1/4	5	-0.13	10.13	1.3	Pass
							1.6 (b)	
T5	200 - 180	Top Girt	L3x3x1/4	52	-2.49	10.54	23.6	Pass
							Summary	
						Leg (T3)	88.3	Pass
						Diagonal (T2)	93.1	Pass
						Secondary Horizontal (T6)	25.0	Pass
						Top Girt (T5)	23.6	Pass
						Bolt Checks	93.1	Pass
						RATING =	93.1	Pass



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Component Capacity Summary

Notes	Component	Elevation (ft)	% Capacity	Pass Fail
1	Base Foundation	-	37.3	Pass
1	Anchor Rods	-	65.7	Pass

Structure Rating (max from all components) =	93.1%
---	--------------

*Notes:

1) See additional documentation in Appendices



P. Marshall and Associates, LLC
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9. Recommendations

The tower has sufficient capacity to carry the proposed loads in its existing condition. We have no further recommendations at this time.



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10. Appendices (following this page)

Section	T1	T2	T3	T4	T5	T6	T7	T8	T9	T10	T11	T12	T13	T14	T15	T16	T17	T18	T19	T20	T21	T22	T23	T24	T25	T26	T27	T28	T29	T30	T31	T32	T33	T34	T35	T36	T37	T38	T39	T40	T41	T42	T43	T44	T45	T46	T47	T48	T49	T50	T51	T52	T53	T54	T55	T56	T57	T58	T59	T60	T61	T62	T63	T64	T65	T66	T67	T68	T69	T70	T71	T72	T73	T74	T75	T76	T77	T78	T79	T80	T81	T82	T83	T84	T85	T86	T87	T88	T89	T90	T91	T92	T93	T94	T95	T96	T97	T98	T99	T100	T101	T102	T103	T104	T105	T106	T107	T108	T109	T110	T111	T112	T113	T114	T115	T116	T117	T118	T119	T120	T121	T122	T123	T124	T125	T126	T127	T128	T129	T130	T131	T132	T133	T134	T135	T136	T137	T138	T139	T140	T141	T142	T143	T144	T145	T146	T147	T148	T149	T150	T151	T152	T153	T154	T155	T156	T157	T158	T159	T160	T161	T162	T163	T164	T165	T166	T167	T168	T169	T170	T171	T172	T173	T174	T175	T176	T177	T178	T179	T180	T181	T182	T183	T184	T185	T186	T187	T188	T189	T190	T191	T192	T193	T194	T195	T196	T197	T198	T199	T200	T201	T202	T203	T204	T205	T206	T207	T208	T209	T210	T211	T212	T213	T214	T215	T216	T217	T218	T219	T220	T221	T222	T223	T224	T225	T226	T227	T228	T229	T230	T231	T232	T233	T234	T235	T236	T237	T238	T239	T240	T241	T242	T243	T244	T245	T246	T247	T248	T249	T250	T251	T252	T253	T254	T255	T256	T257	T258	T259	T260	T261	T262	T263	T264	T265	T266	T267	T268	T269	T270	T271	T272	T273	T274	T275	T276	T277	T278	T279	T280	T281	T282	T283	T284	T285	T286	T287	T288	T289	T290	T291	T292	T293	T294	T295	T296	T297	T298	T299	T300	T301	T302	T303	T304	T305	T306	T307	T308	T309	T310	T311	T312	T313	T314	T315	T316	T317	T318	T319	T320	T321	T322	T323	T324	T325	T326	T327	T328	T329	T330	T331	T332	T333	T334	T335	T336	T337	T338	T339	T340	T341	T342	T343	T344	T345	T346	T347	T348	T349	T350	T351	T352	T353	T354	T355	T356	T357	T358	T359	T360	T361	T362	T363	T364	T365	T366	T367	T368	T369	T370	T371	T372	T373	T374	T375	T376	T377	T378	T379	T380	T381	T382	T383	T384	T385	T386	T387	T388	T389	T390	T391	T392	T393	T394	T395	T396	T397	T398	T399	T400	T401	T402	T403	T404	T405	T406	T407	T408	T409	T410	T411	T412	T413	T414	T415	T416	T417	T418	T419	T420	T421	T422	T423	T424	T425	T426	T427	T428	T429	T430	T431	T432	T433	T434	T435	T436	T437	T438	T439	T440	T441	T442	T443	T444	T445	T446	T447	T448	T449	T450	T451	T452	T453	T454	T455	T456	T457	T458	T459	T460	T461	T462	T463	T464	T465	T466	T467	T468	T469	T470	T471	T472	T473	T474	T475	T476	T477	T478	T479	T480	T481	T482	T483	T484	T485	T486	T487	T488	T489	T490	T491	T492	T493	T494	T495	T496	T497	T498	T499	T500	T501	T502	T503	T504	T505	T506	T507	T508	T509	T510	T511	T512	T513	T514	T515	T516	T517	T518	T519	T520	T521	T522	T523	T524	T525	T526	T527	T528	T529	T530	T531	T532	T533	T534	T535	T536	T537	T538	T539	T540	T541	T542	T543	T544	T545	T546	T547	T548	T549	T550	T551	T552	T553	T554	T555	T556	T557	T558	T559	T560	T561	T562	T563	T564	T565	T566	T567	T568	T569	T570	T571	T572	T573	T574	T575	T576	T577	T578	T579	T580	T581	T582	T583	T584	T585	T586	T587	T588	T589	T590	T591	T592	T593	T594	T595	T596	T597	T598	T599	T600	T601	T602	T603	T604	T605	T606	T607	T608	T609	T610	T611	T612	T613	T614	T615	T616	T617	T618	T619	T620	T621	T622	T623	T624	T625	T626	T627	T628	T629	T630	T631	T632	T633	T634	T635	T636	T637	T638	T639	T640	T641	T642	T643	T644	T645	T646	T647	T648	T649	T650	T651	T652	T653	T654	T655	T656	T657	T658	T659	T660	T661	T662	T663	T664	T665	T666	T667	T668	T669	T670	T671	T672	T673	T674	T675	T676	T677	T678	T679	T680	T681	T682	T683	T684	T685	T686	T687	T688	T689	T690	T691	T692	T693	T694	T695	T696	T697	T698	T699	T700	T701	T702	T703	T704	T705	T706	T707	T708	T709	T710	T711	T712	T713	T714	T715	T716	T717	T718	T719	T720	T721	T722	T723	T724	T725	T726	T727	T728	T729	T730	T731	T732	T733	T734	T735	T736	T737	T738	T739	T740	T741	T742	T743	T744	T745	T746	T747	T748	T749	T750	T751	T752	T753	T754	T755	T756	T757	T758	T759	T760	T761	T762	T763	T764	T765	T766	T767	T768	T769	T770	T771	T772	T773	T774	T775	T776	T777	T778	T779	T780	T781	T782	T783	T784	T785	T786	T787	T788	T789	T790	T791	T792	T793	T794	T795	T796	T797	T798	T799	T800	T801	T802	T803	T804	T805	T806	T807	T808	T809	T810	T811	T812	T813	T814	T815	T816	T817	T818	T819	T820	T821	T822	T823	T824	T825	T826	T827	T828	T829	T830	T831	T832	T833	T834	T835	T836	T837	T838	T839	T840	T841	T842	T843	T844	T845	T846	T847	T848	T849	T850	T851	T852	T853	T854	T855	T856	T857	T858	T859	T860	T861	T862	T863	T864	T865	T866	T867	T868	T869	T870	T871	T872	T873	T874	T875	T876	T877	T878	T879	T880	T881	T882	T883	T884	T885	T886	T887	T888	T889	T890	T891	T892	T893	T894	T895	T896	T897	T898	T899	T900	T901	T902	T903	T904	T905	T906	T907	T908	T909	T910	T911	T912	T913	T914	T915	T916	T917	T918	T919	T920	T921	T922	T923	T924	T925	T926	T927	T928	T929	T930	T931	T932	T933	T934	T935	T936	T937	T938	T939	T940	T941	T942	T943	T944	T945	T946	T947	T948	T949	T950	T951	T952	T953	T954	T955	T956	T957	T958	T959	T960	T961	T962	T963	T964	T965	T966	T967	T968	T969	T970	T971	T972	T973	T974	T975	T976	T977	T978	T979	T980	T981	T982	T983	T984	T985	T986	T987	T988	T989	T990	T991	T992	T993	T994	T995	T996	T997	T998	T999	T1000	T1001	T1002	T1003	T1004	T1005	T1006	T1007	T1008	T1009	T1010	T1011	T1012	T1013	T1014	T1015	T1016	T1017	T1018	T1019	T1020	T1021	T1022	T1023	T1024	T1025	T1026	T1027	T1028	T1029	T1030	T1031	T1032	T1033	T1034	T1035	T1036	T1037	T1038	T1039	T1040	T1041	T1042	T1043	T1044	T1045	T1046	T1047	T1048	T1049	T1050	T1051	T1052	T1053	T1054	T1055	T1056	T1057	T1058	T1059	T1060	T1061	T1062	T1063	T1064	T1065	T1066	T1067	T1068	T1069	T1070	T1071	T1072	T1073	T1074	T1075	T1076	T1077	T1078	T1079	T1080	T1081	T1082	T1083	T1084	T1085	T1086	T1087	T1088	T1089	T1090	T1091	T1092	T1093	T1094	T1095	T1096	T1097	T1098	T1099	T1100	T1101	T1102	T1103	T1104	T1105	T1106	T1107	T1108	T1109	T1110	T1111	T1112	T1113	T1114	T1115	T1116	T1117	T1118	T1119	T1120	T1121	T1122	T1123	T1124	T1125	T1126	T1127	T1128	T1129	T1130	T1131	T1132	T1133	T1134	T1135	T1136	T1137	T1138	T1139	T1140	T1141	T1142	T1143	T1144	T1145	T1146	T1147	T1148	T1149	T1150	T1151	T1152	T1153	T1154	T1155	T1156	T1157	T1158	T1159	T1160	T1161	T1162	T1163	T1164	T1165	T1166	T1167	T1168	T1169	T1170	T1171	T1172	T1173	T1174	T1175	T1176	T1177	T1178	T1179	T1180	T1181	T1182	T1183	T1184	T1185	T1186	T1187	T1188	T1189	T1190	T1191	T1192	T1193	T1194	T1195	T1196	T1197	T1198	T1199	T1200	T1201	T1202	T1203	T1204	T1205	T1206	T1207	T1208	T1209	T1210	T1211	T1212	T1213	T1214	T1215	T1216	T1217	T1218	T1219	T1220	T1221	T1222	T1223	T1224	T1225	T1226	T1227	T1228	T1229	T1230	T1231	T1232	T1233	T1234	T1235	T1236	T1237	T1238	T1239	T1240	T1241	T1242	T1243	T1244	T1245	T1246	T1247	T1248	T1249	T1250	T1251	T1252	T1253	T1254	T1255	T1256	T1257	T1258	T1259	T1260	T1261	T1262	T1263	T1264	T1265	T1266	T1267	T1268	T1269	T1270	T1271	T1272	T1273	T1274	T1275	T1276	T1277	T1278	T1279	T1280	T1281	T1282	T1283	T1284	T1285	T1286	T1287	T1288	T1289	T1290	T1291	T1292	T1293	T1294	T1295	T1296	T1297	T1298	T1299	T1300	T1301	T1302	T1303	T1304	T1305	T1306	T1307	T1308	T1309	T1310	T1311	T1312	T1313	T1314	T1315	T1316	T1317	T1318	T1319	T1320	T1321	T1322	T1323	T1324	T1325	T1326	T1327	T1328	T1329	T1330	T1331	T1332	T1333	T1334	T1335	T1336	T1337	T1338	T1339	T1340	T1341	T1342	T1343	T1344	T1345
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tnxTower PM&A 1000 Holcomb Woods Pkwy, Ste 210 Roswell, GA 30076 Phone: (678) 280-2325 FAX: (678) 280-2329	Job	Scenic Heights	Page	1 of 38
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	Client	Verizon Wireless	Designed by	jb

Tower Input Data

The main tower is a 3x free standing tower with an overall height of 250.00 ft above the ground line.

The base of the tower is set at an elevation of 0.00 ft above the ground line.

The face width of the tower is 8.00 ft at the top and 30.00 ft at the base.

This tower is designed using the TIA-222-G standard.

The following design criteria apply:

Basic wind speed of 124 mph.

Structure Class III.

Exposure Category D.

Topographic Category 1.

Crest Height 0.00 ft.

Nominal ice thickness of 0.2500 in.

Ice thickness is considered to increase with height.

Ice density of 56 pcf.

A wind speed of 30 mph is used in combination with ice.

Temperature drop of 50 °F.

Deflections calculated using a wind speed of 60 mph.

Pressures are calculated at each section.

Stress ratio used in tower member design is 1.

Local bending stresses due to climbing loads, feed line supports, and appurtenance mounts are not considered.

Options

- | | | |
|--|--|---|
| <ul style="list-style-type: none"> Consider Moments - Legs Consider Moments - Horizontals Consider Moments - Diagonals Use Moment Magnification √ Use Code Stress Ratios √ Use Code Safety Factors - Guys Escalate Ice Always Use Max Kz Use Special Wind Profile √ Include Bolts In Member Capacity Leg Bolts Are At Top Of Section √ Secondary Horizontal Braces Leg Use Diamond Inner Bracing (4 Sided) √ SR Members Have Cut Ends √ SR Members Are Concentric | <ul style="list-style-type: none"> Distribute Leg Loads As Uniform Assume Legs Pinned √ Assume Rigid Index Plate √ Use Clear Spans For Wind Area √ Use Clear Spans For KL/r Retension Guys To Initial Tension √ Bypass Mast Stability Checks √ Use Azimuth Dish Coefficients √ Project Wind Area of Appurt. Autocalc Torque Arm Areas Add IBC .6D+W Combination √ Sort Capacity Reports By Component Triangulate Diamond Inner Bracing Treat Feed Line Bundles As Cylinder | <ul style="list-style-type: none"> Use ASCE 10 X-Brace Ly Rules √ Calculate Redundant Bracing Forces Ignore Redundant Members in FEA √ SR Leg Bolts Resist Compression All Leg Panels Have Same Allowable Offset Girt At Foundation √ Consider Feed Line Torque √ Include Angle Block Shear Check √ Use TIA-222-G Bracing Resist. Exemption Use TIA-222-G Tension Splice Exemption <li style="text-align: center;">Poles Include Shear-Torsion Interaction Always Use Sub-Critical Flow Use Top Mounted Sockets |
|--|--|---|

tnxTower PM&A 1000 Holcomb Woods Pkwy, Ste 210 Roswell, GA 30076 Phone: (678) 280-2325 FAX: (678) 280-2329	Job	Scenic Heights	Page	3 of 38
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Tower Section	Tower Elevation ft	Diagonal Spacing ft	Bracing Type	Has K Brace End Panels	Has Horizontals	Top Girt Offset in	Bottom Girt Offset in
T1	250.00-240.00	10.00	X Brace	No	No	0.0000	0.0000
T2	240.00-220.00	10.00	X Brace	No	No	0.0000	0.0000
T3	220.00-210.00	10.00	X Brace	No	Yes	0.0000	0.0000
T4	210.00-200.00	10.00	X Brace	No	No	0.0000	0.0000
T5	200.00-180.00	10.00	X Brace	No	No	0.0000	0.0000
T6	180.00-170.00	10.00	X Brace	No	Yes	0.0000	0.0000
T7	170.00-160.00	10.00	X Brace	No	No	0.0000	0.0000
T8	160.00-140.00	20.00	X Brace	No	No	0.0000	0.0000
T9	140.00-120.00	20.00	X Brace	No	No	0.0000	0.0000
T10	120.00-100.00	20.00	X Brace	No	No	0.0000	0.0000
T11	100.00-80.00	20.00	X Brace	No	No	0.0000	0.0000
T12	80.00-60.00	20.00	X Brace	No	No	0.0000	0.0000
T13	60.00-40.00	20.00	X Brace	No	No	0.0000	0.0000
T14	40.00-20.00	20.00	X Brace	No	No	0.0000	0.0000
T15	20.00-0.00	20.00	X Brace	No	No	0.0000	0.0000

Tower Section Geometry (cont'd)

Tower Elevation ft	Leg Type	Leg Size	Leg Grade	Diagonal Type	Diagonal Size	Diagonal Grade
T1 250.00-240.00	Truss Leg	8Bay 1.25" Leg K-Brace	A572-50 (50 ksi)	Equal Angle	L2 1/2x2 1/2x1/4	A36 (36 ksi)
T2 240.00-220.00	Truss Leg	16Bay 1.25" Leg K-Brace	A572-50 (50 ksi)	Equal Angle	L3x3x1/4	A36 (36 ksi)
T3 220.00-210.00	Truss Leg	16Bay 1.5" Leg K-Brace	A572-50 (50 ksi)	Equal Angle	L3x3x3/8	A36 (36 ksi)
T4 210.00-200.00	Truss Leg	16Bay 1.5" Leg K-Brace	A572-50 (50 ksi)	Equal Angle	L3x3x3/8	A36 (36 ksi)
T5 200.00-180.00	Truss Leg	16Bay 1.75" Leg K-Brace	A572-50 (50 ksi)	Equal Angle	L3 1/2x3 1/2x3/8	A36 (36 ksi)
T6 180.00-170.00	Truss Leg	16Bay 2" Leg K-Brace	A572-50 (50 ksi)	Equal Angle	L4x4x3/8	A36 (36 ksi)
T7 170.00-160.00	Truss Leg	16Bay 2" Leg K-Brace	A572-50 (50 ksi)	Equal Angle	L4x4x3/8	A36 (36 ksi)
T8 160.00-140.00	Truss Leg	16Bay 2.25" Leg K-Brace	A572-50 (50 ksi)	Double Equal Angle	2L3 1/2x3 1/2x3/8x1	A36 (36 ksi)
T9 140.00-120.00	Truss Leg	16Bay 2.75" Leg K-Brace	A572-50 (50 ksi)	Double Equal Angle	2L3 1/2x3 1/2x3/8x1	A36 (36 ksi)
T10 120.00-100.00	Truss Leg	16Bay 3" Leg K-Brace	A572-50 (50 ksi)	Double Equal Angle	2L4x4x5/16x1	A36 (36 ksi)
T11 100.00-80.00	Truss Leg	16Bay 3.25" Leg K-Brace	A572-50 (50 ksi)	Double Equal Angle	2L4x4x7/16x1	A36 (36 ksi)
T12 80.00-60.00	Truss Leg	16Bay 3.25" Leg K-Brace	A572-50 (50 ksi)	Double Equal Angle	2L4x4x7/16x1	A36 (36 ksi)
T13 60.00-40.00	Truss Leg	16Bay 3.5" Leg K-Brace	A572-50 (50 ksi)	Double Equal Angle	2L4x4x7/16x1	A36 (36 ksi)
T14 40.00-20.00	Truss Leg	16Bay 3.75" Leg K-Brace	A572-50 (50 ksi)	Double Equal Angle	2L5x5x7/16x1	A36 (36 ksi)
T15 20.00-0.00	Truss Leg	16Bay 4" Leg K-Brace	A572-50 (50 ksi)	Double Equal Angle	2L5x5x7/16x1	A36 (36 ksi)

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Tower Section Geometry (cont'd)

Tower Elevation <i>ft</i>	Top Girt Type	Top Girt Size	Top Girt Grade	Bottom Girt Type	Bottom Girt Size	Bottom Girt Grade
T1 250.00-240.00	Equal Angle	L2 1/2x2 1/2x1/4	A36 (36 ksi)	Solid Round		A36 (36 ksi)
T5 200.00-180.00	Equal Angle	L3x3x1/4	A36 (36 ksi)	Solid Round		A36 (36 ksi)

Tower Section Geometry (cont'd)

Tower Elevation <i>ft</i>	Secondary Horizontal Type	Secondary Horizontal Size	Secondary Horizontal Grade	Inner Bracing Type	Inner Bracing Size	Inner Bracing Grade
T3 220.00-210.00	Equal Angle	L3x3x1/4	A572-50 (50 ksi)	Solid Round		A572-50 (50 ksi)
T6 180.00-170.00	Equal Angle	L3x3x1/4	A572-50 (50 ksi)	Solid Round		A572-50 (50 ksi)

Tower Section Geometry (cont'd)

Tower Elevation <i>ft</i>	Gusset Area (per face) <i>ft²</i>	Gusset Thickness <i>in</i>	Gusset Grade	Adjust. Factor <i>A_f</i>	Adjust. Factor <i>A_r</i>	Weight Mult.	Double Angle Stitch Bolt Spacing Diagonals <i>in</i>	Double Angle Stitch Bolt Spacing Horizontals <i>in</i>	Double Angle Stitch Bolt Spacing Redundants <i>in</i>
T1 250.00-240.00	0.00	0.0000	A36 (36 ksi)	1	1	1	36.0000	36.0000	36.0000
T2 240.00-220.00	0.00	0.0000	A36 (36 ksi)	1	1	1	36.0000	36.0000	36.0000
T3 220.00-210.00	0.00	0.0000	A36 (36 ksi)	1	1	1	36.0000	36.0000	36.0000
T4 210.00-200.00	0.00	0.0000	A36 (36 ksi)	1	1	1	36.0000	36.0000	36.0000
T5 200.00-180.00	0.00	0.0000	A36 (36 ksi)	1	1	1	36.0000	36.0000	36.0000
T6 180.00-170.00	0.00	0.0000	A36 (36 ksi)	1	1	1	36.0000	36.0000	36.0000
T7 170.00-160.00	0.00	0.0000	A36 (36 ksi)	1	1	1	36.0000	36.0000	36.0000
T8 160.00-140.00	0.00	0.0000	A36 (36 ksi)	1	1	1	Mid-Pt	36.0000	36.0000
T9 140.00-120.00	0.00	0.0000	A36 (36 ksi)	1	1	1	Mid-Pt	36.0000	36.0000
T10 120.00-100.00	0.00	0.0000	A36 (36 ksi)	1	1	1	Mid-Pt	36.0000	36.0000
T11 100.00-80.00	0.00	0.0000	A36 (36 ksi)	1	1	1	Mid-Pt	36.0000	36.0000
T12 80.00-60.00	0.00	0.0000	A36 (36 ksi)	1	1	1	Mid-Pt	36.0000	36.0000
T13 60.00-40.00	0.00	0.0000	A36 (36 ksi)	1	1	1	Mid-Pt	36.0000	36.0000

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Tower Elevation	Gusset Area (per face)	Gusset Thickness	Gusset Grade	Adjust. Factor A_f	Adjust. Factor A_r	Weight Mult.	Double Angle Stitch Bolt Spacing Diagonals	Double Angle Stitch Bolt Spacing Horizontals	Double Angle Stitch Bolt Spacing Redundants
ft	ft ²	in					in	in	in
T14 40.00-20.00	0.00	0.0000	A36 (36 ksi)	1	1	1	Mid-Pt	36.0000	36.0000
T15 20.00-0.00	0.00	0.0000	A36 (36 ksi)	1	1	1	Mid-Pt	36.0000	36.0000

Tower Section Geometry (cont'd)

Tower Elevation	Calc K Single Angles	Calc K Solid Rounds	Legs	K Factors ¹							
				X Brace Diags	K Brace Diags	Single Diags	Girts	Horiz.	Sec. Horiz.	Inner Brace	
				X Y	X Y	X Y	X Y	X Y	X Y	X Y	
T1 250.00-240.00	Yes	No	1	1	1	1	1	1	1	1	1
T2 240.00-220.00	Yes	No	1	1	1	1	1	1	1	1	1
T3 220.00-210.00	Yes	No	1	1	1	1	1	1	0.5	1	1
T4 210.00-200.00	Yes	No	1	1	1	1	1	1	1	1	1
T5 200.00-180.00	Yes	No	1	1	1	1	1	1	1	1	1
T6 180.00-170.00	Yes	No	1	1	1	1	1	1	0.5	1	1
T7 170.00-160.00	Yes	No	1	1	1	1	1	1	1	1	1
T8 160.00-140.00	Yes	No	1	1	1	1	1	1	1	1	1
T9 140.00-120.00	Yes	No	1	1	1	1	1	1	1	1	1
T10 120.00-100.00	Yes	No	1	1	1	1	1	1	1	1	1
T11 100.00-80.00	Yes	No	1	1	1	1	1	1	1	1	1
T12 80.00-60.00	Yes	No	1	1	1	1	1	1	1	1	1
T13 60.00-40.00	Yes	No	1	1	1	1	1	1	1	1	1
T14 40.00-20.00	Yes	No	1	1	1	1	1	1	1	1	1
T15 20.00-0.00	Yes	No	1	1	1	1	1	1	1	1	1

¹Note: K factors are applied to member segment lengths. K-braces without inner supporting members will have the K factor in the out-of-plane direction applied to the overall length.

Tower Section Geometry (cont'd)

Truss-Leg K Factors	
Truss-Legs Used As Leg Members	Truss-Legs Used As Inner Members

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Tower Elevation ft	Leg		Diagonal		Top Girt		Bottom Girt		Mid Girt		Long Horizontal		Short Horizontal	
	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U
T9 140.00-120.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T10 120.00-100.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T11 100.00-80.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T12 80.00-60.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T13 60.00-40.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T14 40.00-20.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T15 20.00-0.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75

Tower Section Geometry (cont'd)

Tower Elevation ft	Leg Connection Type	Leg		Diagonal		Top Girt		Bottom Girt		Mid Girt		Long Horizontal		Short Horizontal	
		Bolt Size in	No.	Bolt Size in	No.										
T1 250.00-240.00	Flange	1.0000	6	1.0000	1	1.0000	1	0.6250	0	0.6250	0	0.6250	0	0.6250	0
T2 240.00-220.00	Flange	1.0000	6	1.0000	1	0.6250	0	0.6250	0	0.6250	0	0.6250	0	0.6250	0
T3 220.00-210.00	Flange	0.7500	0	1.0000	1	0.6250	0	0.0000	0	0.6250	0	0.6250	0	0.5000	2
T4 210.00-200.00	Flange	1.0000	6	1.0000	1	0.6250	0	0.6250	0	0.6250	0	0.6250	0	0.6250	0
T5 200.00-180.00	Flange	1.0000	6	1.0000	1	1.0000	1	0.6250	0	0.6250	0	0.6250	0	0.6250	0
T6 180.00-170.00	Flange	0.7500	0	1.2500	1	0.6250	0	0.0000	0	0.6250	0	0.6250	0	0.5000	2
T7 170.00-160.00	Flange	1.2500	6	1.2500	1	0.6250	0	0.6250	0	0.6250	0	0.6250	0	0.6250	0
T8 160.00-140.00	Flange	1.2500	12	1.0000	2	0.6250	0	0.6250	0	0.6250	0	0.6250	0	0.6250	0
T9 140.00-120.00	Flange	1.2500	12	1.0000	2	0.6250	0	0.6250	0	0.6250	0	0.6250	0	0.6250	0
T10 120.00-100.00	Flange	1.2500	12	1.0000	2	0.6250	0	0.6250	0	0.6250	0	0.6250	0	0.6250	0
T11 100.00-80.00	Flange	1.2500	24	1.0000	2	0.6250	0	0.6250	0	0.6250	0	0.6250	0	0.6250	0
T12 80.00-60.00	Flange	1.2500	24	1.0000	2	0.6250	0	0.6250	0	0.6250	0	0.6250	0	0.6250	0
T13 60.00-40.00	Flange	1.2500	24	1.0000	2	0.6250	0	0.6250	0	0.6250	0	0.6250	0	0.6250	0
T14 40.00-20.00	Flange	1.2500	24	1.0000	2	0.6250	0	0.6250	0	0.6250	0	0.6250	0	0.6250	0
T15 20.00-0.00	Flange	0.7500	0	1.0000	2	0.6250	0	0.6250	0	0.6250	0	0.6250	0	0.6250	0

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Feed Line/Linear Appurtenances - Entered As Round Or Flat

Description	Face or Leg	Allow Shield	Component Type	Placement ft	Face Offset in	Lateral Offset (Frac FW)	#	# Per Row	Clear Spacing in	Width or Diameter in	Perimeter in	Weight plf
3/4" conduit *****	A	No	Ar (CaAa)	250.00 - 11.00	0.0000	0.5	1	1	0.5000	0.7500		2.80
LDF7-50A (1-5/8 FOAM)	A	No	Ar (CaAa)	246.00 - 8.00	-13.0000	0.37	1	1	0.5000	1.9800		0.82
LDF7-50A(1 1/2")	A	No	Ar (CaAa)	246.00 - 8.00	-13.5000	0.38	2	2	0.5000	1.5000		0.82
02725(9/16")	A	No	Ar (CaAa)	246.00 - 8.00	-14.0000	0.39	1	1	0.5000	0.5950		0.23
LDF5-50A (7/8 FOAM)	A	No	Ar (CaAa)	246.00 - 8.00	-14.5000	0.4	1	1	0.5000	1.0900		0.33
LDF5-50A (7/8 FOAM)	A	No	Ar (CaAa)	233.00 - 8.00	-15.0000	0.41	1	1	0.5000	1.0900		0.33
LDF2-50A (3/8 FOAM)	A	No	Ar (CaAa)	228.00 - 8.00	-15.5000	0.42	2	2	0.2500	0.4400		0.08
EW52	A	No	Af (CaAa)	236.50 - 195.00	-12.0000	0.42	1	1	0.5000	1.7426		0.59
EW52	A	No	Af (CaAa)	195.00 - 176.50	-12.0000	0.42	2	2	0.5000	1.7426		0.59
EW52	A	No	Af (CaAa)	176.50 - 166.00	-12.0000	0.42	3	3	0.5000	1.7426		0.59
EW52	A	No	Af (CaAa)	166.00 - 156.00	-12.0000	0.42	4	4	0.5000	1.7426		0.59
EW52	A	No	Af (CaAa)	156.00 - 136.00	-12.0000	0.42	5	5	0.5000	1.7426		0.59
EW52	A	No	Af (CaAa)	136.00 - 8.00	-12.0000	0.42	6	6	0.5000	1.7426		0.59
LDF4.5-50 (5/8 FOAM)	A	No	Ar (CaAa)	126.00 - 11.00	-16.0000	0.43	1	1	0.8700	0.8700		0.15
LDF4P-50A (1/2 FOAM)	A	No	Ar (CaAa)	93.50 - 8.00	-16.5000	0.44	1	1	0.6300	0.6300		0.15

ATCB-B01-00 1(5/16)	C	No	Ar (CaAa)	215.00 - 0.00	-15.0000	0.38	1	1	0.3150	0.3150		0.07
LDF7-50A (1-5/8 FOAM)	C	No	Ar (CaAa)	215.00 - 3.00	-14.0000	0.4	6	6	0.5000	1.9800		0.82

LDF7-50A (1-5/8 FOAM)	C	No	Ar (CaAa)	200.00 - 3.00	-10.0000	0.4	6	6	0.5000	1.9800		0.82
HB114-U6S12 -xxx-LI(1-1/4")	C	No	Ar (CaAa)	200.00 - 3.00	-10.0000	0.4	2	2	0.5000	1.5400		1.70

Feedline Ladder (Af)	A	No	Af (CaAa)	250.00 - 3.00	0.0000	0.35	1	1	3.0000	3.0000		8.40
Feedline Ladder (Af)	A	No	Af (CaAa)	250.00 - 8.00	-15.0000	0.42	1	1	3.0000	3.0000		8.40
Feedline Ladder (Af)	B	No	Af (CaAa)	250.00 - 3.00	-15.0000	0.42	1	1	3.0000	3.0000		8.40
Feedline Ladder (Af)	C	No	Af (CaAa)	250.00 - 3.00	0.0000	-0.35	1	1	3.0000	3.0000		8.40
Feedline Ladder (Af)	C	No	Af (CaAa)	200.00 - 3.00	0.0000	0	1	1	3.0000	3.0000		8.40
Feedline Ladder (Af)	C	No	Af (CaAa)	215.00 - 3.00	-15.0000	0.42	1	1	3.0000	3.0000		8.40

Feed Line/Linear Appurtenances Section Areas

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Tower Section	Tower Elevation ft	Face	A_R ft ²	A_F ft ²	C_{AA} In Face ft ²	C_{AA} Out Face ft ²	Weight K
T1	250.00-240.00	A	0.000	0.000	14.749	0.000	0.21
		B	0.000	0.000	5.000	0.000	0.08
		C	0.000	0.000	5.000	0.000	0.08
T2	240.00-220.00	A	0.000	0.000	41.743	0.000	0.47
		B	0.000	0.000	10.000	0.000	0.17
		C	0.000	0.000	10.000	0.000	0.17
T3	220.00-210.00	A	0.000	0.000	22.289	0.000	0.24
		B	0.000	0.000	5.000	0.000	0.08
		C	0.000	0.000	13.598	0.000	0.15
T4	210.00-200.00	A	0.000	0.000	22.289	0.000	0.24
		B	0.000	0.000	5.000	0.000	0.08
		C	0.000	0.000	22.195	0.000	0.22
T5	200.00-180.00	A	0.000	0.000	48.935	0.000	0.48
		B	0.000	0.000	10.000	0.000	0.17
		C	0.000	0.000	84.310	0.000	0.77
T6	180.00-170.00	A	0.000	0.000	27.081	0.000	0.25
		B	0.000	0.000	5.000	0.000	0.08
		C	0.000	0.000	42.155	0.000	0.39
T7	170.00-160.00	A	0.000	0.000	29.840	0.000	0.25
		B	0.000	0.000	5.000	0.000	0.08
		C	0.000	0.000	42.155	0.000	0.39
T8	160.00-140.00	A	0.000	0.000	66.651	0.000	0.52
		B	0.000	0.000	10.000	0.000	0.17
		C	0.000	0.000	84.310	0.000	0.77
T9	140.00-120.00	A	0.000	0.000	72.982	0.000	0.53
		B	0.000	0.000	10.000	0.000	0.17
		C	0.000	0.000	84.310	0.000	0.77
T10	120.00-100.00	A	0.000	0.000	75.361	0.000	0.54
		B	0.000	0.000	10.000	0.000	0.17
		C	0.000	0.000	84.310	0.000	0.77
T11	100.00-80.00	A	0.000	0.000	76.212	0.000	0.54
		B	0.000	0.000	10.000	0.000	0.17
		C	0.000	0.000	84.310	0.000	0.77
T12	80.00-60.00	A	0.000	0.000	76.621	0.000	0.54
		B	0.000	0.000	10.000	0.000	0.17
		C	0.000	0.000	84.310	0.000	0.77
T13	60.00-40.00	A	0.000	0.000	76.621	0.000	0.54
		B	0.000	0.000	10.000	0.000	0.17
		C	0.000	0.000	84.310	0.000	0.77
T14	40.00-20.00	A	0.000	0.000	76.621	0.000	0.54
		B	0.000	0.000	10.000	0.000	0.17
		C	0.000	0.000	84.310	0.000	0.77
T15	20.00-0.00	A	0.000	0.000	47.987	0.000	0.36
		B	0.000	0.000	8.500	0.000	0.14
		C	0.000	0.000	71.758	0.000	0.65

Feed Line/Linear Appurtenances Section Areas - With Ice

Tower Section	Tower Elevation ft	Face or Leg	Ice Thickness in	A_R ft ²	A_F ft ²	C_{AA} In Face ft ²	C_{AA} Out Face ft ²	Weight K
T1	250.00-240.00	A	0.764	0.000	0.000	24.682	0.000	0.37
		B		0.000	0.000	6.527	0.000	0.13
		C		0.000	0.000	6.527	0.000	0.13
T2	240.00-220.00	A	0.759	0.000	0.000	75.663	0.000	0.93
		B		0.000	0.000	13.036	0.000	0.26
		C		0.000	0.000	13.036	0.000	0.26
T3	220.00-210.00	A	0.754	0.000	0.000	41.871	0.000	0.49

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Tower Section	Tower Elevation ft	Face or Leg	Ice Thickness in	A _R ft ²	A _F ft ²	C _{AA} In Face ft ²	C _{AA} Out Face ft ²	Weight K
		B		0.000	0.000	6.508	0.000	0.13
		C		0.000	0.000	20.839	0.000	0.29
T4	210.00-200.00	A	0.750	0.000	0.000	41.789	0.000	0.49
		B		0.000	0.000	6.500	0.000	0.13
		C		0.000	0.000	35.138	0.000	0.45
T5	200.00-180.00	A	0.745	0.000	0.000	88.028	0.000	1.00
		B		0.000	0.000	12.978	0.000	0.25
		C		0.000	0.000	138.526	0.000	1.65
T6	180.00-170.00	A	0.738	0.000	0.000	46.351	0.000	0.51
		B		0.000	0.000	6.477	0.000	0.13
		C		0.000	0.000	69.157	0.000	0.82
T7	170.00-160.00	A	0.734	0.000	0.000	48.779	0.000	0.53
		B		0.000	0.000	6.468	0.000	0.13
		C		0.000	0.000	69.082	0.000	0.82
T8	160.00-140.00	A	0.727	0.000	0.000	103.756	0.000	1.11
		B		0.000	0.000	12.909	0.000	0.25
		C		0.000	0.000	137.921	0.000	1.63
T9	140.00-120.00	A	0.717	0.000	0.000	110.147	0.000	1.15
		B		0.000	0.000	12.867	0.000	0.25
		C		0.000	0.000	137.562	0.000	1.62
T10	120.00-100.00	A	0.705	0.000	0.000	113.862	0.000	1.17
		B		0.000	0.000	12.820	0.000	0.25
		C		0.000	0.000	137.150	0.000	1.61
T11	100.00-80.00	A	0.691	0.000	0.000	115.855	0.000	1.17
		B		0.000	0.000	12.764	0.000	0.25
		C		0.000	0.000	136.664	0.000	1.59
T12	80.00-60.00	A	0.674	0.000	0.000	116.210	0.000	1.16
		B		0.000	0.000	12.695	0.000	0.24
		C		0.000	0.000	136.068	0.000	1.57
T13	60.00-40.00	A	0.652	0.000	0.000	114.971	0.000	1.13
		B		0.000	0.000	12.606	0.000	0.24
		C		0.000	0.000	135.295	0.000	1.55
T14	40.00-20.00	A	0.619	0.000	0.000	113.169	0.000	1.10
		B		0.000	0.000	12.476	0.000	0.24
		C		0.000	0.000	134.171	0.000	1.51
T15	20.00-0.00	A	0.555	0.000	0.000	67.660	0.000	0.66
		B		0.000	0.000	10.386	0.000	0.19
		C		0.000	0.000	112.578	0.000	1.23

Feed Line Center of Pressure

Section	Elevation ft	CP _x in	CP _z in	CP _x Ice in	CP _z Ice in
T1	250.00-240.00	1.8593	-1.7024	2.2173	-1.8725
T2	240.00-220.00	1.8459	-2.6469	2.2333	-3.0648
T3	220.00-210.00	0.2283	-2.0433	0.6671	-2.4730
T4	210.00-200.00	-1.1209	-1.6117	-0.6281	-2.0974
T5	200.00-180.00	-2.9276	-0.1724	-2.0537	0.0471
T6	180.00-170.00	-3.0977	-0.5204	-2.2555	0.2808
T7	170.00-160.00	-3.3562	-1.0020	-2.4839	0.3479
T8	160.00-140.00	-3.6605	-1.6977	-2.7914	0.4459
T9	140.00-120.00	-4.0086	-2.4404	-3.0834	0.4643
T10	120.00-100.00	-4.3677	-2.8413	-3.3489	0.3412
T11	100.00-80.00	-4.8061	-3.1633	-3.6677	0.2143
T12	80.00-60.00	-5.2841	-3.4657	-4.0386	0.1960
T13	60.00-40.00	-5.7208	-3.6910	-4.4054	0.2973

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Section	Elevation	CP _x	CP _z	CP _x Ice	CP _z Ice
	ft	in	in	in	in
T14	40.00-20.00	-5.9898	-3.8111	-4.7113	0.4264
T15	20.00-0.00	-6.3721	-0.7598	-5.2120	2.7329

Shielding Factor Ka

Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K _a No Ice	K _a Ice
T1	1	3/4" conduit	240.00 - 250.00	0.6000	0.5695
T1	3	LDF7-50A (1-5/8 FOAM)	240.00 - 246.00	0.6000	0.5695
T1	4	LDF7-50A(1 1/2")	240.00 - 246.00	0.6000	0.5695
T1	5	02725(9/16")	240.00 - 246.00	0.6000	0.5695
T1	6	LDF5-50A (7/8 FOAM)	240.00 - 246.00	0.6000	0.5695
T1	25	Feedline Ladder (Af)	240.00 - 250.00	0.6000	0.5695
T1	26	Feedline Ladder (Af)	240.00 - 250.00	0.6000	0.5695
T1	27	Feedline Ladder (Af)	240.00 - 250.00	0.6000	0.5695
T1	28	Feedline Ladder (Af)	240.00 - 250.00	0.6000	0.5695
T2	1	3/4" conduit	220.00 - 240.00	0.6000	0.6000
T2	3	LDF7-50A (1-5/8 FOAM)	220.00 - 240.00	0.6000	0.6000
T2	4	LDF7-50A(1 1/2")	220.00 - 240.00	0.6000	0.6000
T2	5	02725(9/16")	220.00 - 240.00	0.6000	0.6000
T2	6	LDF5-50A (7/8 FOAM)	220.00 - 240.00	0.6000	0.6000
T2	7	LDF5-50A (7/8 FOAM)	220.00 - 233.00	0.6000	0.6000
T2	8	LDF2-50A (3/8 FOAM)	220.00 - 228.00	0.6000	0.6000
T2	9	EW52	220.00 - 236.50	0.6000	0.6000
T2	25	Feedline Ladder (Af)	220.00 - 240.00	0.6000	0.6000
T2	26	Feedline Ladder (Af)	220.00 - 240.00	0.6000	0.6000
T2	27	Feedline Ladder (Af)	220.00 - 240.00	0.6000	0.6000
T2	28	Feedline Ladder (Af)	220.00 - 240.00	0.6000	0.6000
T3	1	3/4" conduit	210.00 - 220.00	0.6000	0.5861
T3	3	LDF7-50A (1-5/8 FOAM)	210.00 - 220.00	0.6000	0.5861
T3	4	LDF7-50A(1 1/2")	210.00 - 220.00	0.6000	0.5861

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Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K _a No Ice	K _a Ice
T3	5	02725(9/16")	210.00 - 220.00	0.6000	0.5861
T3	6	LDF5-50A (7/8 FOAM)	210.00 - 220.00	0.6000	0.5861
T3	7	LDF5-50A (7/8 FOAM)	210.00 - 220.00	0.6000	0.5861
T3	8	LDF2-50A (3/8 FOAM)	210.00 - 220.00	0.6000	0.5861
T3	9	EW52	210.00 - 220.00	0.6000	0.5861
T3	18	ATCB-B01-001(5/16)	210.00 - 215.00	0.6000	0.5861
T3	19	LDF7-50A (1-5/8 FOAM)	210.00 - 215.00	0.6000	0.5861
T3	25	Feedline Ladder (Af)	210.00 - 220.00	0.6000	0.5861
T3	26	Feedline Ladder (Af)	210.00 - 220.00	0.6000	0.5861
T3	27	Feedline Ladder (Af)	210.00 - 220.00	0.6000	0.5861
T3	28	Feedline Ladder (Af)	210.00 - 220.00	0.6000	0.5861
T3	30	Feedline Ladder (Af)	210.00 - 215.00	0.6000	0.5861
T4	1	3/4" conduit	200.00 - 210.00	0.6000	0.6000
T4	3	LDF7-50A (1-5/8 FOAM)	200.00 - 210.00	0.6000	0.6000
T4	4	LDF7-50A(1 1/2")	200.00 - 210.00	0.6000	0.6000
T4	5	02725(9/16")	200.00 - 210.00	0.6000	0.6000
T4	6	LDF5-50A (7/8 FOAM)	200.00 - 210.00	0.6000	0.6000
T4	7	LDF5-50A (7/8 FOAM)	200.00 - 210.00	0.6000	0.6000
T4	8	LDF2-50A (3/8 FOAM)	200.00 - 210.00	0.6000	0.6000
T4	9	EW52	200.00 - 210.00	0.6000	0.6000
T4	18	ATCB-B01-001(5/16)	200.00 - 210.00	0.6000	0.6000
T4	19	LDF7-50A (1-5/8 FOAM)	200.00 - 210.00	0.6000	0.6000
T4	25	Feedline Ladder (Af)	200.00 - 210.00	0.6000	0.6000
T4	26	Feedline Ladder (Af)	200.00 - 210.00	0.6000	0.6000
T4	27	Feedline Ladder (Af)	200.00 - 210.00	0.6000	0.6000
T4	28	Feedline Ladder (Af)	200.00 - 210.00	0.6000	0.6000
T4	30	Feedline Ladder (Af)	200.00 - 210.00	0.6000	0.6000
T5	1	3/4" conduit	180.00 - 200.00	0.6000	0.6000
T5	3	LDF7-50A (1-5/8 FOAM)	180.00 - 200.00	0.6000	0.6000
T5	4	LDF7-50A(1 1/2")	180.00 - 200.00	0.6000	0.6000
T5	5	02725(9/16")	180.00 - 200.00	0.6000	0.6000

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Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K _a No Ice	K _a Ice
T5	6	LDF5-50A (7/8 FOAM)	180.00 - 200.00	0.6000	0.6000
T5	7	LDF5-50A (7/8 FOAM)	180.00 - 200.00	0.6000	0.6000
T5	8	LDF2-50A (3/8 FOAM)	180.00 - 200.00	0.6000	0.6000
T5	9	EW52	195.00 - 200.00	0.6000	0.6000
T5	10	EW52	180.00 - 195.00	0.6000	0.6000
T5	18	ATCB-B01-001(5/16)	180.00 - 200.00	0.6000	0.6000
T5	19	LDF7-50A (1-5/8 FOAM)	180.00 - 200.00	0.6000	0.6000
T5	22	LDF7-50A (1-5/8 FOAM)	180.00 - 200.00	0.6000	0.6000
T5	23	HB114-U6S12-xxx-LI(1-1/4")	180.00 - 200.00	0.6000	0.6000
T5	25	Feedline Ladder (Af)	180.00 - 200.00	0.6000	0.6000
T5	26	Feedline Ladder (Af)	180.00 - 200.00	0.6000	0.6000
T5	27	Feedline Ladder (Af)	180.00 - 200.00	0.6000	0.6000
T5	28	Feedline Ladder (Af)	180.00 - 200.00	0.6000	0.6000
T5	29	Feedline Ladder (Af)	180.00 - 200.00	0.6000	0.6000
T5	30	Feedline Ladder (Af)	180.00 - 200.00	0.6000	0.6000
T6	1	3/4" conduit	170.00 - 180.00	0.6000	0.6000
T6	3	LDF7-50A (1-5/8 FOAM)	170.00 - 180.00	0.6000	0.6000
T6	4	LDF7-50A(1 1/2")	170.00 - 180.00	0.6000	0.6000
T6	5	02725(9/16")	170.00 - 180.00	0.6000	0.6000
T6	6	LDF5-50A (7/8 FOAM)	170.00 - 180.00	0.6000	0.6000
T6	7	LDF5-50A (7/8 FOAM)	170.00 - 180.00	0.6000	0.6000
T6	8	LDF2-50A (3/8 FOAM)	170.00 - 180.00	0.6000	0.6000
T6	10	EW52	176.50 - 180.00	0.6000	0.6000
T6	11	EW52	170.00 - 176.50	0.6000	0.6000
T6	18	ATCB-B01-001(5/16)	170.00 - 180.00	0.6000	0.6000
T6	19	LDF7-50A (1-5/8 FOAM)	170.00 - 180.00	0.6000	0.6000
T6	22	LDF7-50A (1-5/8 FOAM)	170.00 - 180.00	0.6000	0.6000
T6	23	HB114-U6S12-xxx-LI(1-1/4")	170.00 - 180.00	0.6000	0.6000
T6	25	Feedline Ladder (Af)	170.00 - 180.00	0.6000	0.6000
T6	26	Feedline Ladder (Af)	170.00 - 180.00	0.6000	0.6000
T6	27	Feedline Ladder (Af)	170.00 - 180.00	0.6000	0.6000

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Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K _a No Ice	K _a Ice
T6	28	Feedline Ladder (Af)	170.00 - 180.00	0.6000	0.6000
T6	29	Feedline Ladder (Af)	170.00 - 180.00	0.6000	0.6000
T6	30	Feedline Ladder (Af)	170.00 - 180.00	0.6000	0.6000
T7	1	3/4" conduit	160.00 - 170.00	0.6000	0.6000
T7	3	LDF7-50A (1-5/8 FOAM)	160.00 - 170.00	0.6000	0.6000
T7	4	LDF7-50A(1 1/2")	160.00 - 170.00	0.6000	0.6000
T7	5	02725(9/16")	160.00 - 170.00	0.6000	0.6000
T7	6	LDF5-50A (7/8 FOAM)	160.00 - 170.00	0.6000	0.6000
T7	7	LDF5-50A (7/8 FOAM)	160.00 - 170.00	0.6000	0.6000
T7	8	LDF2-50A (3/8 FOAM)	160.00 - 170.00	0.6000	0.6000
T7	11	EW52	166.00 - 170.00	0.6000	0.6000
T7	12	EW52	160.00 - 166.00	0.6000	0.6000
T7	18	ATCB-B01-001(5/16)	160.00 - 170.00	0.6000	0.6000
T7	19	LDF7-50A (1-5/8 FOAM)	160.00 - 170.00	0.6000	0.6000
T7	22	LDF7-50A (1-5/8 FOAM)	160.00 - 170.00	0.6000	0.6000
T7	23	HB114-U6S12-xxx-LI(1-1/4")	160.00 - 170.00	0.6000	0.6000
T7	25	Feedline Ladder (Af)	160.00 - 170.00	0.6000	0.6000
T7	26	Feedline Ladder (Af)	160.00 - 170.00	0.6000	0.6000
T7	27	Feedline Ladder (Af)	160.00 - 170.00	0.6000	0.6000
T7	28	Feedline Ladder (Af)	160.00 - 170.00	0.6000	0.6000
T7	29	Feedline Ladder (Af)	160.00 - 170.00	0.6000	0.6000
T7	30	Feedline Ladder (Af)	160.00 - 170.00	0.6000	0.6000
T8	1	3/4" conduit	140.00 - 160.00	0.6000	0.6000
T8	3	LDF7-50A (1-5/8 FOAM)	140.00 - 160.00	0.6000	0.6000
T8	4	LDF7-50A(1 1/2")	140.00 - 160.00	0.6000	0.6000
T8	5	02725(9/16")	140.00 - 160.00	0.6000	0.6000
T8	6	LDF5-50A (7/8 FOAM)	140.00 - 160.00	0.6000	0.6000
T8	7	LDF5-50A (7/8 FOAM)	140.00 - 160.00	0.6000	0.6000
T8	8	LDF2-50A (3/8 FOAM)	140.00 - 160.00	0.6000	0.6000
T8	12	EW52	156.00 - 160.00	0.6000	0.6000
T8	13	EW52	140.00 - 156.00	0.6000	0.6000

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Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K _a No Ice	K _a Ice
T8	18	ATCB-B01-001(5/16)	140.00 - 160.00	0.6000	0.6000
T8	19	LDF7-50A (1-5/8 FOAM)	140.00 - 160.00	0.6000	0.6000
T8	22	LDF7-50A (1-5/8 FOAM)	140.00 - 160.00	0.6000	0.6000
T8	23	HB114-U6S12-xxx-LI(1-1/4")	140.00 - 160.00	0.6000	0.6000
T8	25	Feedline Ladder (Af)	140.00 - 160.00	0.6000	0.6000
T8	26	Feedline Ladder (Af)	140.00 - 160.00	0.6000	0.6000
T8	27	Feedline Ladder (Af)	140.00 - 160.00	0.6000	0.6000
T8	28	Feedline Ladder (Af)	140.00 - 160.00	0.6000	0.6000
T8	29	Feedline Ladder (Af)	140.00 - 160.00	0.6000	0.6000
T8	30	Feedline Ladder (Af)	140.00 - 160.00	0.6000	0.6000
T9	1	3/4" conduit	120.00 - 140.00	0.6000	0.6000
T9	3	LDF7-50A (1-5/8 FOAM)	120.00 - 140.00	0.6000	0.6000
T9	4	LDF7-50A(1 1/2")	120.00 - 140.00	0.6000	0.6000
T9	5	02725(9/16")	120.00 - 140.00	0.6000	0.6000
T9	6	LDF5-50A (7/8 FOAM)	120.00 - 140.00	0.6000	0.6000
T9	7	LDF5-50A (7/8 FOAM)	120.00 - 140.00	0.6000	0.6000
T9	8	LDF2-50A (3/8 FOAM)	120.00 - 140.00	0.6000	0.6000
T9	13	EW52	136.00 - 140.00	0.6000	0.6000
T9	14	EW52	120.00 - 136.00	0.6000	0.6000
T9	15	LDF4.5-50 (5/8 FOAM)	120.00 - 126.00	0.6000	0.6000
T9	18	ATCB-B01-001(5/16)	120.00 - 140.00	0.6000	0.6000
T9	19	LDF7-50A (1-5/8 FOAM)	120.00 - 140.00	0.6000	0.6000
T9	22	LDF7-50A (1-5/8 FOAM)	120.00 - 140.00	0.6000	0.6000
T9	23	HB114-U6S12-xxx-LI(1-1/4")	120.00 - 140.00	0.6000	0.6000
T9	25	Feedline Ladder (Af)	120.00 - 140.00	0.6000	0.6000
T9	26	Feedline Ladder (Af)	120.00 - 140.00	0.6000	0.6000
T9	27	Feedline Ladder (Af)	120.00 - 140.00	0.6000	0.6000
T9	28	Feedline Ladder (Af)	120.00 - 140.00	0.6000	0.6000
T9	29	Feedline Ladder (Af)	120.00 - 140.00	0.6000	0.6000
T9	30	Feedline Ladder (Af)	120.00 - 140.00	0.6000	0.6000
T10	1	3/4" conduit	100.00 - 120.00	0.6000	0.6000

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Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K _a No Ice	K _a Ice
T10	3	LDF7-50A (1-5/8 FOAM)	100.00 - 120.00	0.6000	0.6000
T10	4	LDF7-50A(1 1/2")	100.00 - 120.00	0.6000	0.6000
T10	5	02725(9/16")	100.00 - 120.00	0.6000	0.6000
T10	6	LDF5-50A (7/8 FOAM)	100.00 - 120.00	0.6000	0.6000
T10	7	LDF5-50A (7/8 FOAM)	100.00 - 120.00	0.6000	0.6000
T10	8	LDF2-50A (3/8 FOAM)	100.00 - 120.00	0.6000	0.6000
T10	14	EW52	100.00 - 120.00	0.6000	0.6000
T10	15	LDF4.5-50 (5/8 FOAM)	100.00 - 120.00	0.6000	0.6000
T10	18	ATCB-B01-001(5/16)	100.00 - 120.00	0.6000	0.6000
T10	19	LDF7-50A (1-5/8 FOAM)	100.00 - 120.00	0.6000	0.6000
T10	22	LDF7-50A (1-5/8 FOAM)	100.00 - 120.00	0.6000	0.6000
T10	23	HB114-U6S12-xxx-LI(1-1/4")	100.00 - 120.00	0.6000	0.6000
T10	25	Feedline Ladder (Af)	100.00 - 120.00	0.6000	0.6000
T10	26	Feedline Ladder (Af)	100.00 - 120.00	0.6000	0.6000
T10	27	Feedline Ladder (Af)	100.00 - 120.00	0.6000	0.6000
T10	28	Feedline Ladder (Af)	100.00 - 120.00	0.6000	0.6000
T10	29	Feedline Ladder (Af)	100.00 - 120.00	0.6000	0.6000
T10	30	Feedline Ladder (Af)	100.00 - 120.00	0.6000	0.6000
T11	1	3/4" conduit	80.00 - 100.00	0.6000	0.6000
T11	3	LDF7-50A (1-5/8 FOAM)	80.00 - 100.00	0.6000	0.6000
T11	4	LDF7-50A(1 1/2")	80.00 - 100.00	0.6000	0.6000
T11	5	02725(9/16")	80.00 - 100.00	0.6000	0.6000
T11	6	LDF5-50A (7/8 FOAM)	80.00 - 100.00	0.6000	0.6000
T11	7	LDF5-50A (7/8 FOAM)	80.00 - 100.00	0.6000	0.6000
T11	8	LDF2-50A (3/8 FOAM)	80.00 - 100.00	0.6000	0.6000
T11	14	EW52	80.00 - 100.00	0.6000	0.6000
T11	15	LDF4.5-50 (5/8 FOAM)	80.00 - 100.00	0.6000	0.6000
T11	16	LDF4P-50A (1/2 FOAM)	80.00 - 93.50	0.6000	0.6000
T11	18	ATCB-B01-001(5/16)	80.00 - 100.00	0.6000	0.6000
T11	19	LDF7-50A (1-5/8 FOAM)	80.00 - 100.00	0.6000	0.6000
T11	22	LDF7-50A (1-5/8 FOAM)	80.00 - 100.00	0.6000	0.6000
T11	23	HB114-U6S12-xxx-LI(1-1/4")	80.00 - 100.00	0.6000	0.6000
T11	25	Feedline Ladder (Af)	80.00 - 100.00	0.6000	0.6000
T11	26	Feedline Ladder (Af)	80.00 - 100.00	0.6000	0.6000
T11	27	Feedline Ladder (Af)	80.00 - 100.00	0.6000	0.6000
T11	28	Feedline Ladder (Af)	80.00 - 100.00	0.6000	0.6000
T11	29	Feedline Ladder (Af)	80.00 - 100.00	0.6000	0.6000
T11	30	Feedline Ladder (Af)	80.00 - 100.00	0.6000	0.6000
T12	1	3/4" conduit	60.00 - 80.00	0.6000	0.6000
T12	3	LDF7-50A (1-5/8 FOAM)	60.00 - 80.00	0.6000	0.6000
T12	4	LDF7-50A(1 1/2")	60.00 - 80.00	0.6000	0.6000
T12	5	02725(9/16")	60.00 - 80.00	0.6000	0.6000
T12	6	LDF5-50A (7/8 FOAM)	60.00 - 80.00	0.6000	0.6000

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Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K _a No Ice	K _a Ice
T12	7	LDF5-50A (7/8 FOAM)	60.00 - 80.00	0.6000	0.6000
T12	8	LDF2-50A (3/8 FOAM)	60.00 - 80.00	0.6000	0.6000
T12	14	EW52	60.00 - 80.00	0.6000	0.6000
T12	15	LDF4.5-50 (5/8 FOAM)	60.00 - 80.00	0.6000	0.6000
T12	16	LDF4P-50A (1/2 FOAM)	60.00 - 80.00	0.6000	0.6000
T12	18	ATCB-B01-001(5/16)	60.00 - 80.00	0.6000	0.6000
T12	19	LDF7-50A (1-5/8 FOAM)	60.00 - 80.00	0.6000	0.6000
T12	22	LDF7-50A (1-5/8 FOAM)	60.00 - 80.00	0.6000	0.6000
T12	23	HB114-U6S12-xxx-LI(1-1/4"	60.00 - 80.00	0.6000	0.6000
)			
T12	25	Feedline Ladder (Af)	60.00 - 80.00	0.6000	0.6000
T12	26	Feedline Ladder (Af)	60.00 - 80.00	0.6000	0.6000
T12	27	Feedline Ladder (Af)	60.00 - 80.00	0.6000	0.6000
T12	28	Feedline Ladder (Af)	60.00 - 80.00	0.6000	0.6000
T12	29	Feedline Ladder (Af)	60.00 - 80.00	0.6000	0.6000
T12	30	Feedline Ladder (Af)	60.00 - 80.00	0.6000	0.6000
T13	1	3/4" conduit	40.00 - 60.00	0.6000	0.6000
T13	3	LDF7-50A (1-5/8 FOAM)	40.00 - 60.00	0.6000	0.6000
T13	4	LDF7-50A(1 1/2")	40.00 - 60.00	0.6000	0.6000
T13	5	02725(9/16")	40.00 - 60.00	0.6000	0.6000
T13	6	LDF5-50A (7/8 FOAM)	40.00 - 60.00	0.6000	0.6000
T13	7	LDF5-50A (7/8 FOAM)	40.00 - 60.00	0.6000	0.6000
T13	8	LDF2-50A (3/8 FOAM)	40.00 - 60.00	0.6000	0.6000
T13	14	EW52	40.00 - 60.00	0.6000	0.6000
T13	15	LDF4.5-50 (5/8 FOAM)	40.00 - 60.00	0.6000	0.6000
T13	16	LDF4P-50A (1/2 FOAM)	40.00 - 60.00	0.6000	0.6000
T13	18	ATCB-B01-001(5/16)	40.00 - 60.00	0.6000	0.6000
T13	19	LDF7-50A (1-5/8 FOAM)	40.00 - 60.00	0.6000	0.6000
T13	22	LDF7-50A (1-5/8 FOAM)	40.00 - 60.00	0.6000	0.6000
T13	23	HB114-U6S12-xxx-LI(1-1/4"	40.00 - 60.00	0.6000	0.6000
)			
T13	25	Feedline Ladder (Af)	40.00 - 60.00	0.6000	0.6000
T13	26	Feedline Ladder (Af)	40.00 - 60.00	0.6000	0.6000
T13	27	Feedline Ladder (Af)	40.00 - 60.00	0.6000	0.6000
T13	28	Feedline Ladder (Af)	40.00 - 60.00	0.6000	0.6000
T13	29	Feedline Ladder (Af)	40.00 - 60.00	0.6000	0.6000
T13	30	Feedline Ladder (Af)	40.00 - 60.00	0.6000	0.6000
T14	1	3/4" conduit	20.00 - 40.00	0.6000	0.6000
T14	3	LDF7-50A (1-5/8 FOAM)	20.00 - 40.00	0.6000	0.6000
T14	4	LDF7-50A(1 1/2")	20.00 - 40.00	0.6000	0.6000
T14	5	02725(9/16")	20.00 - 40.00	0.6000	0.6000
T14	6	LDF5-50A (7/8 FOAM)	20.00 - 40.00	0.6000	0.6000
T14	7	LDF5-50A (7/8 FOAM)	20.00 - 40.00	0.6000	0.6000
T14	8	LDF2-50A (3/8 FOAM)	20.00 - 40.00	0.6000	0.6000
T14	14	EW52	20.00 - 40.00	0.6000	0.6000
T14	15	LDF4.5-50 (5/8 FOAM)	20.00 - 40.00	0.6000	0.6000
T14	16	LDF4P-50A (1/2 FOAM)	20.00 - 40.00	0.6000	0.6000
T14	18	ATCB-B01-001(5/16)	20.00 - 40.00	0.6000	0.6000
T14	19	LDF7-50A (1-5/8 FOAM)	20.00 - 40.00	0.6000	0.6000
T14	22	LDF7-50A (1-5/8 FOAM)	20.00 - 40.00	0.6000	0.6000
T14	23	HB114-U6S12-xxx-LI(1-1/4"	20.00 - 40.00	0.6000	0.6000
)			
T14	25	Feedline Ladder (Af)	20.00 - 40.00	0.6000	0.6000
T14	26	Feedline Ladder (Af)	20.00 - 40.00	0.6000	0.6000
T14	27	Feedline Ladder (Af)	20.00 - 40.00	0.6000	0.6000
T14	28	Feedline Ladder (Af)	20.00 - 40.00	0.6000	0.6000
T14	29	Feedline Ladder (Af)	20.00 - 40.00	0.6000	0.6000
T14	30	Feedline Ladder (Af)	20.00 - 40.00	0.6000	0.6000
T15	1	3/4" conduit	11.00 - 20.00	0.6000	0.6000
T15	3	LDF7-50A (1-5/8 FOAM)	8.00 - 20.00	0.6000	0.6000
T15	4	LDF7-50A(1 1/2")	8.00 - 20.00	0.6000	0.6000
T15	5	02725(9/16")	8.00 - 20.00	0.6000	0.6000

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Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K_a No Ice	K_a Ice
T15	6	LDF5-50A (7/8 FOAM)	8.00 - 20.00	0.6000	0.6000
T15	7	LDF5-50A (7/8 FOAM)	8.00 - 20.00	0.6000	0.6000
T15	8	LDF2-50A (3/8 FOAM)	8.00 - 20.00	0.6000	0.6000
T15	14	EW52	8.00 - 20.00	0.6000	0.6000
T15	15	LDF4.5-50 (5/8 FOAM)	11.00 - 20.00	0.6000	0.6000
T15	16	LDF4P-50A (1/2 FOAM)	8.00 - 20.00	0.6000	0.6000
T15	18	ATCB-B01-001(5/16)	0.00 - 20.00	0.6000	0.6000
T15	19	LDF7-50A (1-5/8 FOAM)	3.00 - 20.00	0.6000	0.6000
T15	22	LDF7-50A (1-5/8 FOAM)	3.00 - 20.00	0.6000	0.6000
T15	23	HB114-U6S12-xxx-LI(1-1/4")	3.00 - 20.00	0.6000	0.6000
T15	25	Feedline Ladder (Af)	3.00 - 20.00	0.6000	0.6000
T15	26	Feedline Ladder (Af)	8.00 - 20.00	0.6000	0.6000
T15	27	Feedline Ladder (Af)	3.00 - 20.00	0.6000	0.6000
T15	28	Feedline Ladder (Af)	3.00 - 20.00	0.6000	0.6000
T15	29	Feedline Ladder (Af)	3.00 - 20.00	0.6000	0.6000
T15	30	Feedline Ladder (Af)	3.00 - 20.00	0.6000	0.6000

Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert	Azimuth Adjustment	Placement	C_{AA} Front	C_{AA} Side	Weight	
			ft ft ft	°	ft	ft^2	ft^2	K	
Flash Beacon Lighting	C	From Leg	0.00 0.00 1.00	0.0000	250.00	No Ice 1/2" Ice	2.70 3.10	2.70 3.10	0.05 0.07

10' x 3.5" Omni	A	From Face	6.00 2.00 5.00	0.0000	246.00	No Ice 1/2" Ice	2.23 4.54	2.23 4.54	0.07 0.09
10' x 3.5" Omni	B	From Face	6.00 -2.00 5.00	0.0000	246.00	No Ice 1/2" Ice	2.23 4.54	2.23 4.54	0.07 0.09
15' x 2.5" Omni	B	From Face	6.00 2.00 7.50	0.0000	246.00	No Ice 1/2" Ice	3.35 5.28	3.35 5.28	0.05 0.08
10' x 3" Omni	C	From Face	6.00 -2.00 5.00	0.0000	246.00	No Ice 1/2" Ice	2.23 4.03	2.23 4.03	0.05 0.07
10' x 2" Dipole	C	From Face	6.00 2.00 5.00	0.0000	246.00	No Ice 1/2" Ice	2.00 3.02	2.00 3.02	0.04 0.05
Flush Sector Mounts	C	None		0.0000	246.00	No Ice 1/2" Ice	26.69 37.60	26.69 37.60	1.08 1.49
(2) 6' Standoff Mounts	C	None		0.0000	246.00	No Ice 1/2" Ice	4.51 7.78	4.51 7.78	0.16 0.24

4.5' x 4" Vertical Pipe	B	From Leg	0.00 0.00 0.00	0.0000	236.50	No Ice 1/2" Ice	1.01 1.82	1.01 1.82	0.01 0.03

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Description	Face or Leg	Offset Type	Offsets:		Azimuth Adjustment	Placement	C _{AA} Front	C _{AA} Side	Weight
			Horz	Vert					
			ft	ft	°	ft	ft ²	ft ²	K
5' x 2" Omni	A	From Leg	2.00	0.0000	233.00	No Ice	1.20	1.20	0.03
			0.00			1/2" Ice	1.80	1.80	0.04
			3.00						
2' Standoff Mount	A	From Leg	1.00	0.0000	233.00	No Ice	0.63	0.94	0.02
			0.00			1/2" Ice	1.00	1.45	0.03
			0.00						

(2) 10"x4" TMA	A	From Leg	0.00	0.0000	228.00	No Ice	0.50	0.33	0.01
			0.00			1/2" Ice	0.59	0.41	0.01
			0.00						

SBNH-1D65L w/ Mount Pipe	A	From Leg	3.00	0.0000	215.00	No Ice	11.91	10.07	0.09
			0.00			1/2" Ice	12.73	11.69	0.18
			2.00						
SBNH-1D65L w/ Mount Pipe	B	From Leg	3.00	0.0000	215.00	No Ice	11.91	10.07	0.09
			0.00			1/2" Ice	12.73	11.69	0.18
			2.00						
SBNH-1D65L w/ Mount Pipe	C	From Leg	3.00	0.0000	215.00	No Ice	11.91	10.07	0.09
			0.00			1/2" Ice	12.73	11.69	0.18
			2.00						
E15Z01P39	A	From Leg	0.00	0.0000	215.00	No Ice	0.66	0.31	0.02
			0.00			1/2" Ice	0.76	0.39	0.02
			0.00						
E15Z01P39	B	From Leg	0.00	0.0000	215.00	No Ice	0.66	0.31	0.02
			0.00			1/2" Ice	0.76	0.39	0.02
			0.00						
E15Z01P39	C	From Leg	0.00	0.0000	215.00	No Ice	0.66	0.31	0.02
			0.00			1/2" Ice	0.76	0.39	0.02
			0.00						
T-Frame Mounts	C	None		0.0000	215.00	No Ice	23.96	23.96	1.10
						1/2" Ice	34.06	34.06	1.60

LNX-6515DS-A1M	A	From Leg	3.00	0.0000	200.00	No Ice	11.41	7.70	0.05
			0.00			1/2" Ice	12.03	8.29	0.12
			2.00						
LNX-6515DS-A1M	B	From Leg	3.00	0.0000	200.00	No Ice	11.41	7.70	0.05
			0.00			1/2" Ice	12.03	8.29	0.12
			2.00						
LNX-6515DS-A1M	C	From Leg	3.00	0.0000	200.00	No Ice	11.41	7.70	0.05
			0.00			1/2" Ice	12.03	8.29	0.12
			2.00						
(2) NHH-65C-R2B	A	From Leg	3.00	0.0000	200.00	No Ice	11.39	7.66	0.05
			0.00			1/2" Ice	12.01	8.25	0.12
			2.00						
(2) NHH-65C-R2B	B	From Leg	3.00	0.0000	200.00	No Ice	11.39	7.66	0.05
			0.00			1/2" Ice	12.01	8.25	0.12
			2.00						
(2) NHH-65C-R2B	C	From Leg	3.00	0.0000	200.00	No Ice	11.39	7.66	0.05
			0.00			1/2" Ice	12.01	8.25	0.12
			2.00						
B13 RRH 4X30	A	From Leg	3.00	0.0000	200.00	No Ice	2.06	1.32	0.06
			0.00			1/2" Ice	2.24	1.48	0.07
			0.00						
B13 RRH 4X30	B	From Leg	3.00	0.0000	200.00	No Ice	2.06	1.32	0.06
			0.00			1/2" Ice	2.24	1.48	0.07
			0.00						
B13 RRH 4X30	C	From Leg	3.00	0.0000	200.00	No Ice	2.06	1.32	0.06
			0.00						
			0.00						

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Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert	Azimuth Adjustment	Placement	C _{AAA} Front	C _{AAA} Side	Weight
			ft ft ft	°	ft	ft ²	ft ²	K
			0.00		1/2" Ice	1.31	1.31	0.04
			1.50					
2' Standoff Mount	A	From Leg	1.00	0.0000	93.50	No Ice	0.63	0.02
			0.00		1/2" Ice	1.00	1.45	0.03
			0.00					

Dishes

Description	Face or Leg	Dish Type	Offset Type	Offsets: Horz Lateral Vert	Azimuth Adjustment	3 dB Beam Width	Elevation	Outside Diameter	Aperture Area	Weight	
				ft	°	°	ft	ft	ft ²	K	
PAR8-59W	B	Paraboloid w/Radome	From Leg	1.00 0.00 0.00	60.0000		236.50	8.38	No Ice 1/2" Ice	55.09 56.19	0.25 0.54

VHLP2-11W	A	Paraboloid w/Shroud (HP)	From Leg	1.00 0.00 0.00	-90.0000		228.00	2.16	No Ice 1/2" Ice	3.66 3.95	0.03 0.05

PL4-59-PXA	B	Paraboloid w/Radome	From Leg	1.00 0.00 0.00	30.0000		195.00	4.00	No Ice 1/2" Ice	12.57 13.10	0.24 0.07

PARX6-59W-PXA/A	C	Paraboloid w/Radome	From Leg	1.00 0.00 0.00	30.0000		176.50	6.36	No Ice 1/2" Ice	31.75 32.59	0.15 0.32

D6E-2 T6M10H	B	Paraboloid w/Radome	From Leg	1.00 0.00 0.00	60.0000		156.00	6.00	No Ice 1/2" Ice	28.27 29.05	0.14 0.29

PARX6-59W-PXA/A	C	Paraboloid w/Radome	From Leg	1.00 0.00 0.00	30.0000		136.00	6.36	No Ice 1/2" Ice	31.75 32.59	0.15 0.32

Truss-Leg Properties

Section Designation	Area	Area Ice	Self Weight	Ice Weight	Equiv. Diameter	Equiv. Diameter Ice	Leg Area
	in ²	in ²	K	K	in	in	in ²
8Bay 1.25" Leg K-Brace	1046.3729	2580.9173	0.54	0.45	7.2665	17.9230	3.6816
16Bay 1.25" Leg K-Brace	2217.8407	4773.4123	0.47	0.83	7.7008	16.5743	3.6816
16Bay 1.5" Leg	2344.7782	4978.6438	0.58	0.89	8.1416	17.2870	5.3014

<p>tnxTower</p> <p>PM&A</p> <p>1000 Holcomb Woods Pkwy, Ste 210 Roswell, GA 30076 Phone: (678) 280-2325 FAX: (678) 280-2329</p>	<p>Job</p> <p>Scenic Heights</p>	<p>Page</p> <p>22 of 38</p>
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	<p>Client</p> <p>Verizon Wireless</p>	<p>Designed by</p> <p>jib</p>

Section Designation	Area	Area Ice	Self Weight	Ice Weight	Equiv. Diameter	Equiv. Diameter Ice	Leg Area
	in ²	in ²	K	K	in	in	in ²
K-Brace							
16Bay 1.5" Leg	2344.7782	4958.9904	0.58	0.88	8.1416	17.2187	5.3014
K-Brace							
16Bay 1.75" Leg	2518.7257	5292.8329	0.91	0.92	8.7456	18.3779	7.2158
K-Brace							
16Bay 2" Leg	2652.5991	5511.1604	1.06	0.93	9.2104	19.1360	9.4248
K-Brace							
16Bay 2" Leg	2652.5991	5485.0774	1.06	0.92	9.2104	19.0454	9.4248
K-Brace							
16Bay 2.25" Leg	3196.8731	5822.9836	1.37	1.09	11.1003	20.2187	11.9282
K-Brace							
16Bay 2.75" Leg	3457.2908	6161.4312	1.76	1.10	12.0045	21.3939	17.8187
K-Brace							
16Bay 3" Leg	3681.2010	6491.6585	2.07	1.12	12.7819	22.5405	21.2058
K-Brace							
16Bay 3.25" Leg	3818.7670	6624.2485	2.32	1.11	13.2596	23.0009	24.8873
K-Brace							
16Bay 3.25" Leg	3818.7670	6528.2631	2.32	1.07	13.2596	22.6676	24.8873
K-Brace							
16Bay 3.5" Leg	3959.5588	6616.4736	2.58	1.03	13.7485	22.9739	28.8634
K-Brace							
16Bay 3.75" Leg	4103.8684	6650.8505	2.87	1.02	14.2495	23.0932	33.1340
K-Brace							
16Bay 4" Leg	4251.9717	6516.2700	3.18	0.89	14.7638	22.6259	37.6991
K-Brace							

Load Combinations

Comb. No.	Description
1	Dead Only
2	1.2 Dead+1.6 Wind 0 deg - No Ice
3	0.9 Dead+1.6 Wind 0 deg - No Ice
4	1.2 Dead+1.6 Wind 30 deg - No Ice
5	0.9 Dead+1.6 Wind 30 deg - No Ice
6	1.2 Dead+1.6 Wind 60 deg - No Ice
7	0.9 Dead+1.6 Wind 60 deg - No Ice
8	1.2 Dead+1.6 Wind 90 deg - No Ice
9	0.9 Dead+1.6 Wind 90 deg - No Ice
10	1.2 Dead+1.6 Wind 120 deg - No Ice
11	0.9 Dead+1.6 Wind 120 deg - No Ice
12	1.2 Dead+1.6 Wind 150 deg - No Ice
13	0.9 Dead+1.6 Wind 150 deg - No Ice
14	1.2 Dead+1.6 Wind 180 deg - No Ice
15	0.9 Dead+1.6 Wind 180 deg - No Ice
16	1.2 Dead+1.6 Wind 210 deg - No Ice
17	0.9 Dead+1.6 Wind 210 deg - No Ice
18	1.2 Dead+1.6 Wind 240 deg - No Ice
19	0.9 Dead+1.6 Wind 240 deg - No Ice
20	1.2 Dead+1.6 Wind 270 deg - No Ice
21	0.9 Dead+1.6 Wind 270 deg - No Ice
22	1.2 Dead+1.6 Wind 300 deg - No Ice
23	0.9 Dead+1.6 Wind 300 deg - No Ice
24	1.2 Dead+1.6 Wind 330 deg - No Ice
25	0.9 Dead+1.6 Wind 330 deg - No Ice
26	1.2 Dead+1.0 Ice+1.0 Temp
27	1.2 Dead+1.0 Wind 0 deg+1.0 Ice+1.0 Temp

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Comb. No.	Description
28	1.2 Dead+1.0 Wind 30 deg+1.0 Ice+1.0 Temp
29	1.2 Dead+1.0 Wind 60 deg+1.0 Ice+1.0 Temp
30	1.2 Dead+1.0 Wind 90 deg+1.0 Ice+1.0 Temp
31	1.2 Dead+1.0 Wind 120 deg+1.0 Ice+1.0 Temp
32	1.2 Dead+1.0 Wind 150 deg+1.0 Ice+1.0 Temp
33	1.2 Dead+1.0 Wind 180 deg+1.0 Ice+1.0 Temp
34	1.2 Dead+1.0 Wind 210 deg+1.0 Ice+1.0 Temp
35	1.2 Dead+1.0 Wind 240 deg+1.0 Ice+1.0 Temp
36	1.2 Dead+1.0 Wind 270 deg+1.0 Ice+1.0 Temp
37	1.2 Dead+1.0 Wind 300 deg+1.0 Ice+1.0 Temp
38	1.2 Dead+1.0 Wind 330 deg+1.0 Ice+1.0 Temp
39	Dead+Wind 0 deg - Service
40	Dead+Wind 30 deg - Service
41	Dead+Wind 60 deg - Service
42	Dead+Wind 90 deg - Service
43	Dead+Wind 120 deg - Service
44	Dead+Wind 150 deg - Service
45	Dead+Wind 180 deg - Service
46	Dead+Wind 210 deg - Service
47	Dead+Wind 240 deg - Service
48	Dead+Wind 270 deg - Service
49	Dead+Wind 300 deg - Service
50	Dead+Wind 330 deg - Service

Maximum Member Forces

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft		
T1	250 - 240	Leg	Max Tension	7	2.10	-2.96	-0.61		
			Max. Compression	10	-4.21	2.83	-0.17		
			Max. Mx	2	-3.98	3.40	-0.93		
			Max. My	8	-1.13	0.22	-3.94		
			Max. Vy	2	-1.23	3.40	-0.93		
			Max. Vx	8	1.15	0.00	0.00		
		Diagonal	Max Tension	23	2.53	0.00	0.00		
			Max. Compression	2	-2.70	0.00	0.00		
			Max. Mx	27	-0.00	0.03	-0.00		
			Max. My	24	-2.13	0.01	0.00		
			Max. Vy	27	-0.02	0.03	-0.00		
			Max. Vx	24	-0.00	0.02	0.00		
		Top Girt	Max Tension	10	0.20	0.00	0.00		
			Max. Compression	9	-0.13	0.00	0.00		
			Max. Mx	26	0.02	-0.07	0.00		
T2	240 - 220	Leg	Max Tension	7	34.79	-1.15	-0.28		
			Max. Compression	2	-41.30	2.39	-0.43		
			Max. Mx	2	-17.37	3.40	-0.93		
			Max. My	5	-1.69	-0.08	4.38		
			Max. Vy	2	1.50	3.40	-0.93		
			Max. Vx	5	-1.95	0.01	-2.07		
		Diagonal	Max Tension	25	12.61	0.00	0.00		
			Max. Compression	24	-12.82	0.00	0.00		
			Max. Mx	2	10.81	0.08	-0.01		
			Max. My	3	7.63	0.01	-0.03		
			Max. Vy	31	-0.03	0.05	-0.00		
			Max. Vx	3	0.00	0.00	0.00		
		T3	220 - 210	Leg	Max Tension	7	58.26	-2.17	-0.14
					Max. Compression	2	-69.15	-0.92	0.02

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Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
T4	210 - 200	Diagonal	Max. Mx	2	-67.64	7.03	0.08
			Max. My	4	-3.95	-0.51	-7.69
			Max. Vy	2	3.01	7.03	0.08
			Max. Vx	4	1.92	-0.51	-7.69
			Max Tension	25	13.53	0.07	-0.04
			Max. Compression	24	-13.84	0.00	0.00
			Max. Mx	24	11.14	0.10	-0.02
			Max. My	2	-13.59	-0.04	-0.05
			Max. Vy	28	0.04	0.05	0.00
			Max. Vx	2	-0.01	0.00	0.00
		Secondary Horizontal	Max Tension	2	2.52	-0.01	-0.01
			Max. Compression	25	-2.23	0.03	0.02
			Max. Mx	4	-1.99	0.04	0.02
			Max. My	24	-2.20	0.03	0.02
			Max. Vy	33	-0.03	0.02	0.01
			Max. Vx	24	-0.01	0.00	0.00
			Max Tension	7	85.66	-0.04	0.14
			Max. Compression	2	-99.73	5.77	-0.22
			Max. Mx	2	-99.73	5.77	-0.22
			Max. My	4	-4.45	-0.51	-7.69
T5	200 - 180	Diagonal	Max. Vy	2	-1.02	5.77	-0.22
			Max. Vx	25	1.19	-0.38	7.62
			Max Tension	25	14.02	0.00	0.00
			Max. Compression	2	-14.87	0.00	0.00
			Max. Mx	2	6.73	0.15	-0.03
			Max. My	2	6.73	0.15	-0.03
			Max. Vy	2	-0.04	0.15	-0.03
			Max. Vx	2	0.01	0.00	0.00
			Max Tension	15	162.46	-4.39	0.12
			Max. Compression	2	-187.64	1.76	0.09
		Leg	Max. Mx	2	-137.42	5.77	-0.22
			Max. My	4	-7.47	-0.26	-7.26
			Max. Vy	22	-4.29	-4.64	-0.02
			Max. Vx	20	-3.53	0.51	0.87
			Max Tension	24	20.83	0.00	0.00
			Max. Compression	24	-20.67	0.00	0.00
			Max. Mx	2	14.95	0.23	-0.03
			Max. My	24	-19.64	-0.08	-0.05
			Max. Vy	2	-0.06	0.23	-0.03
			Max. Vx	24	0.01	0.00	0.00
Top Girt	Max Tension	6	2.69	0.00	0.00		
	Max. Compression	3	-2.49	0.00	0.00		
	Max. Mx	26	0.52	-0.13	0.00		
	Max. My	26	0.46	0.00	0.00		
	Max. Vy	26	0.05	0.00	0.00		
	Max. Vx	26	-0.00	0.00	0.00		
T6	180 - 170	Leg	Max Tension	15	200.48	-2.03	-0.08
			Max. Compression	2	-228.84	3.04	0.24
			Max. Mx	2	-228.76	14.20	-0.34
			Max. My	25	-6.01	-0.18	6.99
			Max. Vy	10	-3.15	13.23	0.48
			Max. Vx	12	-1.79	-0.26	-6.90
			Max Tension	25	22.56	0.21	0.01
		Diagonal	Max. Compression	24	-23.26	0.00	0.00
			Max. Mx	2	15.68	0.31	0.03
			Max. My	2	13.23	0.30	-0.05
			Max. Vy	2	-0.07	0.31	0.03
			Max. Vx	2	0.01	0.00	0.00
			Max Tension	2	3.97	0.00	0.00
			Secondary Horizontal	2	3.97	0.00	0.00

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Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
T7	170 - 160	Leg	Max. Compression	2	-3.97	0.02	-0.01
			Max. Mx	2	-1.24	0.06	0.01
			Max. My	24	-2.89	0.03	0.02
			Max. Vy	27	0.04	0.05	0.01
			Max. Vx	24	-0.00	0.00	0.00
			Max Tension	7	245.54	-2.64	0.08
			Max. Compression	2	-279.82	11.79	-0.44
		Diagonal	Max. Mx	3	-276.97	11.86	-0.45
			Max. My	4	-11.74	-0.32	-15.89
			Max. Vy	14	1.29	-11.50	0.43
			Max. Vx	4	2.09	-0.32	-15.89
			Max Tension	8	20.53	0.00	0.00
			Max. Compression	9	-20.23	0.00	0.00
			Max. Mx	4	7.90	0.34	-0.02
T8	160 - 140	Leg	Max. My	8	-19.99	-0.10	-0.08
			Max. Vy	4	0.08	0.34	-0.02
			Max. Vx	8	0.01	0.00	0.00
			Max Tension	7	298.18	-11.30	-0.18
			Max. Compression	2	-337.28	17.50	-0.03
			Max. Mx	6	293.79	-17.77	-0.05
			Max. My	4	-13.76	-0.37	-24.39
		Diagonal	Max. Vy	6	1.34	-17.77	-0.05
			Max. Vx	5	1.50	-0.26	-24.39
			Max Tension	25	32.23	0.00	0.00
			Max. Compression	2	-34.23	0.00	0.00
			Max. Mx	6	28.74	-0.57	0.01
			Max. My	24	-32.82	0.07	0.13
			Max. Vy	37	-0.14	-0.37	-0.06
T9	140 - 120	Leg	Max. Vx	24	-0.01	0.00	0.00
			Max Tension	7	388.80	-17.65	-0.05
			Max. Compression	2	-439.85	20.61	0.75
			Max. Mx	2	-439.85	20.61	0.75
			Max. My	4	-16.68	-0.37	-24.39
			Max. Vy	6	-1.50	-17.77	-0.05
			Max. Vx	12	-2.41	-0.63	-23.70
		Diagonal	Max Tension	8	35.72	0.00	0.00
			Max. Compression	8	-35.61	0.00	0.00
			Max. Mx	2	30.12	-0.54	0.13
			Max. My	4	33.63	-0.47	0.14
			Max. Vy	37	-0.16	-0.43	-0.07
			Max. Vx	4	-0.01	0.00	0.00
			Max Tension	7	468.38	-19.56	0.27
T10	120 - 100	Leg	Max. Compression	2	-527.88	22.63	0.13
			Max. Mx	3	-522.51	22.76	0.13
			Max. My	24	-20.81	-0.52	24.32
			Max. Vy	14	1.19	-22.26	-0.10
			Max. Vx	21	1.55	-0.15	-23.76
			Max Tension	8	35.99	0.00	0.00
			Max. Compression	8	-36.54	0.00	0.00
		Diagonal	Max. Mx	6	29.96	-0.60	0.07
			Max. My	10	26.08	-0.49	0.08
			Max. Vy	37	-0.17	-0.51	0.08
			Max. Vx	31	-0.01	0.00	0.00
			Max Tension	7	551.91	-22.31	0.30
			Max. Compression	2	-622.89	22.29	0.30
			Max. Mx	3	-613.98	22.76	0.13
T11	100 - 80	Leg	Max. My	24	-22.75	-0.52	24.32
			Max. Vy	14	-1.16	-22.26	-0.10
			Max. Vx	21	-1.32	-0.15	-23.76
			Max Tension	8	38.19	0.00	0.00
			Max. Compression	8	-38.53	0.00	0.00
			Max. My	24	-22.75	-0.52	24.32
			Max. Vy	14	-1.16	-22.26	-0.10
		Diagonal	Max. Vx	21	-1.32	-0.15	-23.76
			Max Tension	8	38.19	0.00	0.00
			Max. Compression	8	-38.53	0.00	0.00
			Max. My	24	-22.75	-0.52	24.32
			Max. Vy	14	-1.16	-22.26	-0.10
			Max. Vx	21	-1.32	-0.15	-23.76
			Max Tension	8	38.19	0.00	0.00

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Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft		
T12	80 - 60	Leg	Max. Mx	6	30.74	-0.85	0.08		
			Max. My	10	-34.28	-0.25	0.11		
			Max. Vy	37	-0.24	-0.71	0.11		
			Max. Vx	31	-0.01	0.00	0.00		
			Max Tension	7	632.12	-20.96	0.39		
			Max. Compression	2	-715.14	19.14	0.27		
			Max. Mx	2	-712.22	22.29	0.30		
		Diagonal	Max. My	24	-30.59	-1.15	26.84		
			Max. Vy	11	1.11	21.84	-0.01		
			Max. Vx	24	-1.36	-1.15	26.84		
			Max Tension	8	39.34	0.00	0.00		
			Max. Compression	8	-39.51	0.00	0.00		
			Max. Mx	6	32.38	-0.93	0.09		
			Max. My	31	-3.81	-0.83	0.12		
T13	60 - 40	Leg	Max. Vy	37	-0.26	-0.85	-0.12		
			Max. Vx	31	-0.02	0.00	0.00		
			Max Tension	7	711.58	-20.08	0.34		
			Max. Compression	2	-806.60	29.63	0.28		
			Max. Mx	2	-806.60	29.63	0.28		
			Max. My	24	-32.45	-1.15	26.84		
			Max. Vy	29	1.64	-20.39	0.02		
		Diagonal	Max. Vx	24	1.68	-1.15	26.84		
			Max Tension	4	40.92	0.00	0.00		
			Max. Compression	4	-41.60	0.00	0.00		
			Max. Mx	6	34.24	-0.97	0.13		
			Max. My	12	39.10	-0.87	0.14		
			Max. Vy	37	-0.28	-0.88	0.13		
			Max. Vx	32	-0.02	0.00	0.00		
T14	40 - 20	Leg	Max Tension	7	791.81	-26.40	0.27		
			Max. Compression	2	-901.67	19.83	0.34		
			Max. Mx	2	-898.09	29.63	0.28		
			Max. My	24	-42.09	-2.14	44.96		
			Max. Vy	29	-2.35	-20.39	0.02		
			Max. Vx	24	-2.55	-2.14	44.96		
			Diagonal	Max Tension	4	42.28	0.00	0.00	
		Max. Compression		4	-42.20	0.00	0.00		
		Max. Mx		6	32.23	-1.48	-0.07		
		Max. My		16	-40.72	-0.52	0.24		
		Max. Vy		37	-0.38	-1.47	-0.17		
		Max. Vx		16	-0.02	0.00	0.00		
		T15		20 - 0	Leg	Max Tension	7	864.09	-22.37
			Max. Compression			2	-987.62	0.00	0.00
Max. Mx	27		-123.08			25.28	-0.08		
Max. My	24		-44.17			-2.14	44.96		
Max. Vy	6		-2.08			-22.90	0.41		
Max. Vx	24		3.14			-2.14	44.96		
Diagonal	Max Tension		4			45.77	0.00	0.00	
	Max. Compression		4		-46.93	0.00	0.00		
	Max. Mx		4		14.22	-1.53	-0.26		
	Max. My		12		43.54	-1.39	0.36		
	Max. Vy		38		-0.38	-1.16	-0.20		
	Max. Vx		12		-0.03	0.00	0.00		

Maximum Reactions

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Location	Condition	Gov. Load Comb.	Vertical K	Horizontal, X K	Horizontal, Z K
Leg C	Max. Vert	18	1012.33	103.43	-60.35
	Max. H _x	18	1012.33	103.43	-60.35
	Max. H _z	5	-813.28	-81.64	54.49
	Min. Vert	7	-904.98	-93.77	54.43
	Min. H _x	7	-904.98	-93.77	54.43
	Min. H _z	18	1012.33	103.43	-60.35
Leg B	Max. Vert	10	1022.37	-104.96	-59.82
	Max. H _x	23	-899.84	93.48	53.68
	Max. H _z	23	-899.84	93.48	53.68
	Min. Vert	23	-899.84	93.48	53.68
	Min. H _x	10	1022.37	-104.96	-59.82
	Min. H _z	10	1022.37	-104.96	-59.82
Leg A	Max. Vert	2	1037.05	-0.59	121.71
	Max. H _x	21	46.92	11.72	4.16
	Max. H _z	2	1037.05	-0.59	121.71
	Min. Vert	15	-893.96	0.75	-107.20
	Min. H _x	8	59.09	-11.47	5.26
	Min. H _z	15	-893.96	0.75	-107.20

Tower Mast Reaction Summary

Load Combination	Vertical K	Shear _x K	Shear _z K	Overturning Moment, M _x kip-ft	Overturning Moment, M _z kip-ft	Torque kip-ft
Dead Only	127.94	-0.00	0.00	-0.76	8.82	0.00
1.2 Dead+1.6 Wind 0 deg - No Ice	153.52	0.62	-193.05	-25613.72	-83.19	-28.60
0.9 Dead+1.6 Wind 0 deg - No Ice	115.14	0.62	-193.05	-25613.50	-85.84	-28.60
1.2 Dead+1.6 Wind 30 deg - No Ice	153.52	96.83	-166.78	-22062.60	-12809.40	-29.54
0.9 Dead+1.6 Wind 30 deg - No Ice	115.14	96.83	-166.78	-22062.37	-12812.04	-29.54
1.2 Dead+1.6 Wind 60 deg - No Ice	153.52	159.31	-92.77	-12386.79	-21146.77	-13.57
0.9 Dead+1.6 Wind 60 deg - No Ice	115.14	159.31	-92.77	-12386.57	-21149.41	-13.57
1.2 Dead+1.6 Wind 90 deg - No Ice	153.52	190.60	-0.97	-205.61	-24974.81	12.52
0.9 Dead+1.6 Wind 90 deg - No Ice	115.14	190.60	-0.97	-205.38	-24977.45	12.52
1.2 Dead+1.6 Wind 120 deg - No Ice	153.52	166.39	95.54	12542.79	-21894.29	34.57
0.9 Dead+1.6 Wind 120 deg - No Ice	115.14	166.39	95.54	12543.01	-21896.93	34.57
1.2 Dead+1.6 Wind 150 deg - No Ice	153.52	95.99	165.05	21696.73	-12630.54	40.88
0.9 Dead+1.6 Wind 150 deg - No Ice	115.14	95.99	165.05	21696.95	-12633.18	40.88
1.2 Dead+1.6 Wind 180 deg - No Ice	153.52	0.67	182.38	24222.78	-93.23	40.70
0.9 Dead+1.6 Wind 180 deg - No Ice	115.14	0.67	182.38	24223.01	-95.87	40.70
1.2 Dead+1.6 Wind 210 deg - No Ice	153.52	-94.48	163.99	21520.72	12404.13	40.22
0.9 Dead+1.6 Wind 210 deg - No Ice	115.14	-94.48	163.99	21520.94	12401.49	40.22

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Load Combination	Vertical K	Shear _x K	Shear _z K	Overturning Moment, M _x kip-ft	Overturning Moment, M _z kip-ft	Torque kip-ft
1.2 Dead+1.6 Wind 240 deg - No Ice	153.52	-164.98	94.58	12381.97	21685.89	28.21
0.9 Dead+1.6 Wind 240 deg - No Ice	115.14	-164.98	94.58	12382.20	21683.24	28.21
1.2 Dead+1.6 Wind 270 deg - No Ice	153.52	-189.92	-1.06	-222.17	24893.22	2.88
0.9 Dead+1.6 Wind 270 deg - No Ice	115.14	-189.92	-1.06	-221.95	24890.57	2.88
1.2 Dead+1.6 Wind 300 deg - No Ice	153.52	-158.47	-92.19	-12300.62	21047.57	-12.73
0.9 Dead+1.6 Wind 300 deg - No Ice	115.14	-158.47	-92.19	-12300.39	21044.92	-12.73
1.2 Dead+1.6 Wind 330 deg - No Ice	153.52	-95.67	-166.17	-21972.98	12652.00	-18.13
0.9 Dead+1.6 Wind 330 deg - No Ice	115.14	-95.67	-166.17	-21972.76	12649.35	-18.13
1.2 Dead+1.0 Ice+1.0 Temp	229.32	-0.00	0.00	-11.52	51.33	0.00
1.2 Dead+1.0 Wind 0 deg+1.0 Ice+1.0 Temp	229.32	0.02	-9.08	-1228.95	48.28	-1.00
1.2 Dead+1.0 Wind 30 deg+1.0 Ice+1.0 Temp	229.32	4.46	-7.69	-1045.16	-548.37	-0.55
1.2 Dead+1.0 Wind 60 deg+1.0 Ice+1.0 Temp	229.32	7.64	-4.44	-609.55	-975.13	0.25
1.2 Dead+1.0 Wind 90 deg+1.0 Ice+1.0 Temp	229.32	8.82	-0.03	-18.21	-1126.59	1.24
1.2 Dead+1.0 Wind 120 deg+1.0 Ice+1.0 Temp	229.32	7.84	4.51	588.61	-994.29	1.94
1.2 Dead+1.0 Wind 150 deg+1.0 Ice+1.0 Temp	229.32	4.43	7.64	1010.23	-542.55	1.83
1.2 Dead+1.0 Wind 180 deg+1.0 Ice+1.0 Temp	229.32	0.02	8.77	1166.61	47.94	1.43
1.2 Dead+1.0 Wind 210 deg+1.0 Ice+1.0 Temp	229.32	-4.38	7.60	1004.43	637.04	0.90
1.2 Dead+1.0 Wind 240 deg+1.0 Ice+1.0 Temp	229.32	-7.79	4.47	583.30	1089.38	0.16
1.2 Dead+1.0 Wind 270 deg+1.0 Ice+1.0 Temp	229.32	-8.80	-0.03	-18.76	1225.88	-0.74
1.2 Dead+1.0 Wind 300 deg+1.0 Ice+1.0 Temp	229.32	-7.62	-4.42	-606.73	1073.87	-1.19
1.2 Dead+1.0 Wind 330 deg+1.0 Ice+1.0 Temp	229.32	-4.42	-7.67	-1042.25	645.17	-1.08
Dead+Wind 0 deg - Service	127.94	0.08	-24.57	-3259.86	-3.11	-3.64
Dead+Wind 30 deg - Service	127.94	12.32	-21.22	-2808.00	-1622.46	-3.76
Dead+Wind 60 deg - Service	127.94	20.27	-11.80	-1576.80	-2683.35	-1.73
Dead+Wind 90 deg - Service	127.94	24.25	-0.12	-26.80	-3170.45	1.59
Dead+Wind 120 deg - Service	127.94	21.17	12.16	1595.37	-2778.47	4.40
Dead+Wind 150 deg - Service	127.94	12.21	21.00	2760.16	-1599.70	5.20
Dead+Wind 180 deg - Service	127.94	0.09	23.21	3081.59	-4.39	5.18
Dead+Wind 210 deg - Service	127.94	-12.02	20.87	2737.77	1585.84	5.12
Dead+Wind 240 deg - Service	127.94	-20.99	12.04	1574.91	2766.90	3.59
Dead+Wind 270 deg - Service	127.94	-24.17	-0.13	-28.91	3175.01	0.37
Dead+Wind 300 deg - Service	127.94	-20.16	-11.73	-1565.83	2685.67	-1.62
Dead+Wind 330 deg - Service	127.94	-12.17	-21.14	-2796.60	1617.38	-2.31

Solution Summary

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Load Comb.	Sum of Applied Forces			Sum of Reactions			% Error
	PX K	PY K	PZ K	PX K	PY K	PZ K	
1	0.00	-127.94	0.00	0.00	127.94	-0.00	0.000%
2	0.62	-153.52	-193.05	-0.62	153.52	193.05	0.000%
3	0.62	-115.14	-193.05	-0.62	115.14	193.05	0.000%
4	96.83	-153.52	-166.78	-96.83	153.52	166.78	0.000%
5	96.83	-115.14	-166.78	-96.83	115.14	166.78	0.000%
6	159.31	-153.52	-92.77	-159.31	153.52	92.77	0.000%
7	159.31	-115.14	-92.77	-159.31	115.14	92.77	0.000%
8	190.60	-153.52	-0.97	-190.60	153.52	0.97	0.000%
9	190.60	-115.14	-0.97	-190.60	115.14	0.97	0.000%
10	166.39	-153.52	95.54	-166.39	153.52	-95.54	0.000%
11	166.39	-115.14	95.54	-166.39	115.14	-95.54	0.000%
12	95.99	-153.52	165.05	-95.99	153.52	-165.05	0.000%
13	95.99	-115.14	165.05	-95.99	115.14	-165.05	0.000%
14	0.67	-153.52	182.38	-0.67	153.52	-182.38	0.000%
15	0.67	-115.14	182.38	-0.67	115.14	-182.38	0.000%
16	-94.48	-153.52	163.99	94.48	153.52	-163.99	0.000%
17	-94.48	-115.14	163.99	94.48	115.14	-163.99	0.000%
18	-164.98	-153.52	94.58	164.98	153.52	-94.58	0.000%
19	-164.98	-115.14	94.58	164.98	115.14	-94.58	0.000%
20	-189.92	-153.52	-1.06	189.92	153.52	1.06	0.000%
21	-189.92	-115.14	-1.06	189.92	115.14	1.06	0.000%
22	-158.47	-153.52	-92.19	158.47	153.52	92.19	0.000%
23	-158.47	-115.14	-92.19	158.47	115.14	92.19	0.000%
24	-95.67	-153.52	-166.17	95.67	153.52	166.17	0.000%
25	-95.67	-115.14	-166.17	95.67	115.14	166.17	0.000%
26	0.00	-229.32	0.00	0.00	229.32	-0.00	0.000%
27	0.02	-229.32	-9.08	-0.02	229.32	9.08	0.000%
28	4.46	-229.32	-7.69	-4.46	229.32	7.69	0.000%
29	7.64	-229.32	-4.44	-7.64	229.32	4.44	0.000%
30	8.82	-229.32	-0.03	-8.82	229.32	0.03	0.000%
31	7.84	-229.32	4.51	-7.84	229.32	-4.51	0.000%
32	4.43	-229.32	7.64	-4.43	229.32	-7.64	0.000%
33	0.02	-229.32	8.77	-0.02	229.32	-8.77	0.000%
34	-4.38	-229.32	7.60	4.38	229.32	-7.60	0.000%
35	-7.79	-229.32	4.47	7.79	229.32	-4.47	0.000%
36	-8.80	-229.32	-0.03	8.80	229.32	0.03	0.000%
37	-7.62	-229.32	-4.42	7.62	229.32	4.42	0.000%
38	-4.42	-229.32	-7.67	4.42	229.32	7.67	0.000%
39	0.08	-127.94	-24.57	-0.08	127.94	24.57	0.000%
40	12.32	-127.94	-12.22	-12.32	127.94	-12.22	0.000%
41	20.27	-127.94	-11.80	-20.27	127.94	11.80	0.000%
42	24.25	-127.94	-0.12	-24.25	127.94	0.12	0.000%
43	21.17	-127.94	12.16	-21.17	127.94	-12.16	0.000%
44	12.21	-127.94	21.00	-12.21	127.94	-21.00	0.000%
45	0.09	-127.94	23.21	-0.09	127.94	-23.21	0.000%
46	-12.02	-127.94	20.87	12.02	127.94	-20.87	0.000%
47	-20.99	-127.94	12.04	20.99	127.94	-12.04	0.000%
48	-24.17	-127.94	-0.13	24.17	127.94	0.13	0.000%
49	-20.16	-127.94	-11.73	20.16	127.94	11.73	0.000%
50	-12.17	-127.94	-21.14	12.17	127.94	21.14	0.000%

Maximum Tower Deflections - Service Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
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Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
T1	250 - 240	3.574	39	0.1388	0.0156
T2	240 - 220	3.283	39	0.1384	0.0157
T3	220 - 210	2.702	39	0.1302	0.0085
T4	210 - 200	2.430	39	0.1239	0.0060
T5	200 - 180	2.174	39	0.1159	0.0042
T6	180 - 170	1.706	39	0.0992	0.0035
T7	170 - 160	1.500	39	0.0914	0.0032
T8	160 - 140	1.307	39	0.0823	0.0029
T9	140 - 120	0.981	39	0.0668	0.0024
T10	120 - 100	0.714	39	0.0551	0.0017
T11	100 - 80	0.491	39	0.0445	0.0011
T12	80 - 60	0.314	39	0.0347	0.0007
T13	60 - 40	0.178	39	0.0245	0.0005
T14	40 - 20	0.082	39	0.0155	0.0003
T15	20 - 0	0.023	39	0.0072	0.0001

Critical Deflections and Radius of Curvature - Service Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
250.00	Flash Beacon Lighting	39	3.574	0.1388	0.0156	625204
246.00	10' x 3.5" Omni	39	3.458	0.1389	0.0159	625204
236.50	PAR8-59W	39	3.180	0.1377	0.0149	Inf
233.00	5' x 2" Omni	39	3.077	0.1365	0.0138	321105
228.00	VHLP2-11W	39	2.931	0.1344	0.0117	144208
215.00	SBNH-1D65L w/ Mount Pipe	39	2.564	0.1272	0.0070	70388
200.00	LNx-6515DS-A1M	39	2.174	0.1159	0.0042	100420
195.00	PL4-59-PXA	39	2.051	0.1116	0.0040	86908
176.50	PARX6-59W-PXA/A	39	1.632	0.0965	0.0034	65880
160.00	10' x 2" Dipole	39	1.307	0.0823	0.0029	57445
156.00	D6E-2 T6M10H	39	1.236	0.0788	0.0028	58079
136.00	PARX6-59W-PXA/A	39	0.923	0.0642	0.0022	88655
93.50	3' Yagi	39	0.428	0.0413	0.0009	104923

Maximum Tower Deflections - Design Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
T1	250 - 240	28.044	2	1.0858	0.1224
T2	240 - 220	25.761	2	1.0831	0.1232
T3	220 - 210	21.220	2	1.0193	0.0668
T4	210 - 200	19.086	2	0.9710	0.0468
T5	200 - 180	17.080	2	0.9092	0.0333
T6	180 - 170	13.401	2	0.7790	0.0275
T7	170 - 160	11.780	2	0.7177	0.0255
T8	160 - 140	10.271	2	0.6462	0.0226
T9	140 - 120	7.703	2	0.5244	0.0186
T10	120 - 100	5.606	2	0.4326	0.0131
T11	100 - 80	3.855	2	0.3492	0.0083
T12	80 - 60	2.463	2	0.2728	0.0057

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Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
T13	60 - 40	1.396	2	0.1927	0.0038
T14	40 - 20	0.647	2	0.1216	0.0023
T15	20 - 0	0.181	2	0.0569	0.0011

Critical Deflections and Radius of Curvature - Design Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
250.00	Flash Beacon Lighting	2	28.044	1.0858	0.1224	81043
246.00	10' x 3.5" Omni	2	27.132	1.0863	0.1247	81043
236.50	PAR8-59W	2	24.958	1.0773	0.1173	332889
233.00	5' x 2" Omni	2	24.154	1.0686	0.1083	46977
228.00	VHLP2-11W	2	23.011	1.0521	0.0923	19262
215.00	SBNH-1D65L w/ Mount Pipe	2	20.136	0.9966	0.0554	9124
200.00	LNx-6515DS-A1M	2	17.080	0.9092	0.0333	12971
195.00	PL4-59-PXA	2	16.114	0.8760	0.0315	11176
176.50	PARX6-59W-PXA/A	2	12.818	0.7580	0.0270	8407
160.00	10' x 2" Dipole	2	10.271	0.6462	0.0226	7319
156.00	D6E-2 T6M10H	2	9.709	0.6186	0.0216	7398
136.00	PARX6-59W-PXA/A	2	7.252	0.5044	0.0176	11282
93.50	3' Yagi	2	3.364	0.3241	0.0073	13357

Bolt Design Data

Section No.	Elevation ft	Component Type	Bolt Grade	Bolt Size in	Number Of Bolts	Maximum Load per Bolt K	Allowable Load K	Ratio Load Allowable	Allowable Ratio	Criteria
T1	250	Leg	A325N	1.0000	6	0.35	53.01	0.007	1	Bolt Tension
		Diagonal	A325N	1.0000	1	2.53	12.19	0.208	1	Member Block Shear
		Top Girt	A325N	1.0000	1	0.20	12.19	0.016	1	Member Block Shear
T2	240	Leg	A325N	1.0000	6	5.80	53.01	0.109	1	Bolt Tension
		Diagonal	A325N	1.0000	1	12.61	13.55	0.931	1	Member Block Shear
T3	220	Diagonal	A325N	1.0000	1	13.53	20.33	0.665	1	Member Block Shear
		Secondary Horizontal	A325N	0.5000	2	1.26	7.95	0.158	1	Bolt Shear
T4	210	Leg	A325N	1.0000	6	14.28	53.01	0.269	1	Bolt Tension
		Diagonal	A325N	1.0000	1	14.02	20.33	0.690	1	Member Block Shear
T5	200	Leg	A325N	1.0000	6	27.08	53.01	0.511	1	Bolt Tension
		Diagonal	A325N	1.0000	1	20.83	24.41	0.853	1	Member Block Shear
		Top Girt	A325N	1.0000	1	2.69	13.55	0.199	1	Member Block Shear
T6	180	Diagonal	A325N	1.2500	1	22.56	24.64	0.915	1	Member Block Shear
		Secondary	A325N	0.5000	2	1.98	7.95	0.250	1	Bolt Shear

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Section No.	Elevation ft	Component Type	Bolt Grade	Bolt Size in	Number Of Bolts	Maximum Load per Bolt K	Allowable Load K	Ratio Load Allowable	Allowable Ratio	Criteria
T7	170	Horizontal Leg	A325N	1.2500	6	40.92	82.83	0.494	1	Bolt Tension
		Diagonal	A325N	1.2500	1	20.53	24.64	0.833	1	Member Block Shear
T8	160	Leg	A325N	1.2500	12	24.85	82.83	0.300	1	Bolt Tension
		Diagonal	A325N	1.0000	2	16.11	42.63	0.378	1	Member Block Shear
T9	140	Leg	A325N	1.2500	12	32.40	82.83	0.391	1	Bolt Tension
		Diagonal	A325N	1.0000	2	17.86	42.63	0.419	1	Member Block Shear
T10	120	Leg	A325N	1.2500	12	39.03	82.83	0.471	1	Bolt Tension
		Diagonal	A325N	1.0000	2	17.99	35.53	0.507	1	Member Block Shear
T11	100	Leg	A325N	1.2500	24	23.00	82.83	0.278	1	Bolt Tension
		Diagonal	A325N	1.0000	2	19.10	49.74	0.384	1	Member Block Shear
T12	80	Leg	A325N	1.2500	24	26.34	82.83	0.318	1	Bolt Tension
		Diagonal	A325N	1.0000	2	19.67	49.74	0.395	1	Member Block Shear
T13	60	Leg	A325N	1.2500	24	29.65	82.83	0.358	1	Bolt Tension
		Diagonal	A325N	1.0000	2	20.46	49.74	0.411	1	Member Block Shear
T14	40	Leg	A325N	1.2500	24	32.99	82.83	0.398	1	Bolt Tension
		Diagonal	A325N	1.0000	2	21.14	59.25	0.357	1	Member Block Shear
T15	20	Diagonal	A325N	1.0000	2	22.89	59.25	0.386	1	Member Block Shear

Compression Checks

Leg Design Data (Compression)

Section No.	Elevation ft	Size	L ft	L _u ft	Kl/r	A in ²	P _u K	φP _n K	Ratio P _u / φP _n
T1	250 - 240	8Bay 1.25" Leg K-Brace	10.00	10.00	44.8	3.6816	-4.21	143.06	0.029 ¹
T2	240 - 220	16Bay 1.25" Leg K-Brace	20.00	10.00	44.8	3.6816	-41.30	143.06	0.289 ¹
T3	220 - 210	16Bay 1.5" Leg K-Brace	10.02	5.30	37.3	5.3014	-69.15	215.45	0.321 ¹
T4	210 - 200	16Bay 1.5" Leg K-Brace	10.02	10.02	37.3	5.3014	-99.73	215.45	0.463 ¹
T5	200 - 180	16Bay 1.75" Leg K-Brace	20.03	10.02	32.0	7.2158	-187.64	301.29	0.623 ¹
T6	180 - 170	16Bay 2" Leg K-Brace	10.02	5.21	28.0	9.4248	-228.84	400.49	0.571 ¹
T7	170 - 160	16Bay 2" Leg K-Brace	10.02	10.02	28.0	9.4248	-279.82	400.49	0.699 ¹
T8	160 - 140	16Bay 2.25" Leg K-Brace	20.03	20.03	32.6	11.9282	-337.28	496.60	0.679 ¹
T9	140 - 120	16Bay 2.75" Leg K-Brace	20.03	20.03	32.6	17.8187	-439.85	741.99	0.593 ¹

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Section No.	Elevation ft	Size	L ft	L _u ft	Kl/r	A in ²	P _u K	φP _n K	Ratio $\frac{P_u}{\phi P_n}$
T10	120 - 100	16Bay 3" Leg K-Brace	20.03	20.03	K=1.00 32.5	21.2057	-527.88	883.14	0.598 ¹
T11	100 - 80	16Bay 3.25" Leg K-Brace	20.03	20.03	K=1.00 32.5	24.8873	-622.89	1036.61	0.601 ¹
T12	80 - 60	16Bay 3.25" Leg K-Brace	20.03	20.03	K=1.00 32.5	24.8873	-715.14	1036.61	0.690 ¹
T13	60 - 40	16Bay 3.5" Leg K-Brace	20.03	20.03	K=1.00 32.5	28.8634	-806.60	1202.40	0.671 ¹
T14	40 - 20	16Bay 3.75" Leg K-Brace	20.03	20.03	K=1.00 32.5	33.1340	-901.67	1380.53	0.653 ¹
T15	20 - 0	16Bay 4" Leg K-Brace	20.03	20.03	K=1.00 32.4	37.6991	-987.62	1571.00	0.629 ¹

¹ P_u / φP_n controls

Truss-Leg Diagonal Data

Section No.	Elevation ft	Diagonal Size	L _d ft	Kl/r	φP _n K	A in ²	V _u K	φV _n K	Stress Ratio
T1	250 - 240	0.5	1.47	120.0	165.67	0.1963	1.24	3.36	0.370
T2	240 - 220	0.5	1.47	120.0	165.67	0.1963	2.05	3.36	0.609
T3	220 - 210	0.5	1.46	119.0	238.57	0.1963	3.01	3.40	0.883
T4	210 - 200	0.5	1.46	119.0	238.57	0.1963	1.19	3.40	0.351
T5	200 - 180	0.625	1.45	94.4	324.71	0.3068	1.39	7.01	0.200
T6	180 - 170	0.625	1.43	93.6	424.12	0.3068	3.17	7.07	0.448
T7	170 - 160	0.625	1.43	93.6	424.12	0.3068	2.09	7.07	0.297
T8	160 - 140	0.75	1.76	95.5	536.77	0.4418	1.55	12.11	0.130
T9	140 - 120	0.75	1.73	93.8	801.84	0.4418	2.46	12.32	0.200
T10	120 - 100	0.875	1.71	79.7	954.26	0.6013	1.60	19.07	0.085
T11	100 - 80	0.875	1.69	79.0	1119.93	0.6013	1.42	19.19	0.075
T12	80 - 60	0.875	1.69	79.0	1119.93	0.6013	1.42	19.19	0.075
T13	60 - 40	0.875	1.68	78.3	1298.85	0.6013	1.71	19.30	0.089
T14	40 - 20	0.875	1.66	77.6	1491.03	0.6013	2.56	19.41	0.133
T15	20 - 0	0.875	1.65	76.9	1696.46	0.6013	3.15	19.52	0.162

Diagonal Design Data (Compression)

Section No.	Elevation ft	Size	L ft	L _u ft	Kl/r	A in ²	P _u K	φP _n K	Ratio $\frac{P_u}{\phi P_n}$
T1	250 - 240	L2 1/2x2 1/2x1/4	12.81	5.44	132.9	1.1900	-2.70	15.22	0.177 ¹
T2	240 - 220	L3x3x1/4	12.81	5.44	K=1.00 112.6	1.4400	-12.82	23.92	0.536 ¹
T3	220 - 210	L3x3x3/8	13.13	6.01	K=1.02 122.9	2.1100	-13.84	30.87	0.448 ¹
T4	210 - 200	L3x3x3/8	13.80	6.37	K=1.00 130.2	2.1100	-14.87	28.01	0.531 ¹
T5	200 - 180	L3 1/2x3 1/2x3/8	15.24	7.12	K=1.00 124.4	2.4800	-20.67	35.57	0.581 ¹
T6	180 - 170	L4x4x3/8	16.01	7.49	K=1.00 115.5	2.8600	-23.26	45.90	0.507 ¹

tnxTower PM&A 1000 Holcomb Woods Pkwy, Ste 210 Roswell, GA 30076 Phone: (678) 280-2325 FAX: (678) 280-2329	Job	Scenic Heights	Page	34 of 38
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	Client	Verizon Wireless	Designed by	jb

Section No.	Elevation ft	Size	L ft	L _u ft	Kl/r	A in ²	P _u K	φP _n K	Ratio $\frac{P_u}{\phi P_n}$
T7	170 - 160	L4x4x3/8	16.80	7.89	K=1.01 120.2	2.8600	-20.23	43.32	0.467 ¹
T8	160 - 140	2L3 1/2x3 1/2x3/8x1	25.01	11.80	K=1.00 129.0	4.9688	-34.23	67.00	0.511 ¹
T9	140 - 120	2L 'a' > 66.4778 in - 94 2L3 1/2x3 1/2x3/8x1	26.26	12.45	K=0.98 135.3	4.9688	-35.61	61.30	0.581 ¹
T10	120 - 100	2L 'a' > 69.3496 in - 101 2L4x4x5/16x1	27.59	13.14	K=1.00 126.2	4.8047	-36.54	67.33	0.543 ¹
T11	100 - 80	2L 'a' > 74.3060 in - 110 2L4x4x7/16x1	29.01	13.87	K=1.00 133.2	6.6172	-38.53	84.26	0.457 ¹
T12	80 - 60	2L 'a' > 77.6868 in - 119 2L4x4x7/16x1	30.49	14.62	K=1.00 140.4	6.6172	-39.51	75.81	0.521 ¹
T13	60 - 40	2L 'a' > 80.9937 in - 128 2L4x4x7/16x1	32.02	15.40	K=1.00 147.9	6.6172	-41.60	68.33	0.609 ¹
T14	40 - 20	2L 'a' > 84.4126 in - 140 2L5x5x7/16x1	33.61	16.20	K=1.00 126.3	8.3672	-42.20	116.99	0.361 ¹
T15	20 - 0	2L 'a' > 91.9427 in - 149 2L5x5x7/16x1	35.23	17.02	K=1.00 132.7	8.3672	-46.93	107.21	0.438 ¹
		2L 'a' > 95.5298 in - 158							

¹ P_u / φP_n controls

Secondary Horizontal Design Data (Compression)

Section No.	Elevation ft	Size	L ft	L _u ft	Kl/r	A in ²	P _u K	φP _n K	Ratio $\frac{P_u}{\phi P_n}$
T3	220 - 210	L3x3x1/4	8.47	7.47	84.1	1.4400	-2.23	38.64	0.058 ¹
T6	180 - 170	L3x3x1/4	12.48	11.48	K=0.87 97.0	1.4400	-3.97	32.55	0.122 ¹
					K=0.66				

¹ P_u / φP_n controls

Top Girt Design Data (Compression)

Section No.	Elevation ft	Size	L ft	L _u ft	Kl/r	A in ²	P _u K	φP _n K	Ratio $\frac{P_u}{\phi P_n}$
T1	250 - 240	L2 1/2x2 1/2x1/4	8.00	6.67	162.9	1.1900	-0.13	10.13	0.013 ¹
T5	200 - 180	L3x3x1/4	10.00	8.67	K=1.00 175.7	1.4400	-2.49	10.54	0.236 ¹
					K=1.00				

tnxTower PM&A 1000 Holcomb Woods Pkwy, Ste 210 Roswell, GA 30076 Phone: (678) 280-2325 FAX: (678) 280-2329	Job	Scenic Heights	Page	35 of 38
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Section No.	Elevation ft	Size	L ft	L _u ft	Kl/r	A in ²	P _u K	φP _n K	Ratio $\frac{P_u}{\phi P_n}$
-------------	-----------------	------	---------	----------------------	------	----------------------	---------------------	----------------------	---------------------------------

¹ P_u / φP_n controls

Tension Checks

Leg Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L _u ft	Kl/r	A in ²	P _u K	φP _n K	Ratio $\frac{P_u}{\phi P_n}$
T1	250 - 240	8Bay 1.25" Leg K-Brace	10.00	10.00	44.8	3.6816	2.10	165.67	0.013 ¹
T2	240 - 220	16Bay 1.25" Leg K-Brace	20.00	10.00	44.8	3.6816	34.79	165.67	0.210 ¹
T3	220 - 210	16Bay 1.5" Leg K-Brace	10.02	4.71	37.3	5.3014	58.26	238.57	0.244 ¹
T4	210 - 200	16Bay 1.5" Leg K-Brace	10.02	10.02	37.3	5.3014	85.66	238.57	0.359 ¹
T5	200 - 180	16Bay 1.75" Leg K-Brace	20.03	10.02	32.0	7.2158	162.46	324.71	0.500 ¹
T6	180 - 170	16Bay 2" Leg K-Brace	10.02	4.81	28.0	9.4248	200.48	424.12	0.473 ¹
T7	170 - 160	16Bay 2" Leg K-Brace	10.02	10.02	28.0	9.4248	245.54	424.12	0.579 ¹
T8	160 - 140	16Bay 2.25" Leg K-Brace	20.03	20.03	32.6	11.9282	298.18	536.77	0.556 ¹
T9	140 - 120	16Bay 2.75" Leg K-Brace	20.03	20.03	32.6	17.8187	388.80	801.84	0.485 ¹
T10	120 - 100	16Bay 3" Leg K-Brace	20.03	20.03	32.5	21.2057	468.38	954.26	0.491 ¹
T11	100 - 80	16Bay 3.25" Leg K-Brace	20.03	20.03	32.5	24.8873	551.91	1119.93	0.493 ¹
T12	80 - 60	16Bay 3.25" Leg K-Brace	20.03	20.03	32.5	24.8873	632.12	1119.93	0.564 ¹
T13	60 - 40	16Bay 3.5" Leg K-Brace	20.03	20.03	32.5	28.8634	711.58	1298.85	0.548 ¹
T14	40 - 20	16Bay 3.75" Leg K-Brace	20.03	20.03	32.5	33.1340	791.81	1491.03	0.531 ¹
T15	20 - 0	16Bay 4" Leg K-Brace	20.03	20.03	32.4	37.6991	864.09	1696.46	0.509 ¹

¹ P_u / φP_n controls

Truss-Leg Diagonal Data

Section No.	Elevation ft	Diagonal Size	L _d ft	Kl/r	φP _n K	A in ²	V _u K	φV _n K	Stress Ratio
T1	250 - 240	0.5	1.47	120.0	165.67	0.1963	1.24	3.36	0.370
T2	240 - 220	0.5	1.47	120.0	165.67	0.1963	2.05	3.36	0.609
T3	220 - 210	0.5	1.46	119.0	238.57	0.1963	3.01	3.40	0.883
T4	210 - 200	0.5	1.46	119.0	238.57	0.1963	1.19	3.40	0.351
T5	200 - 180	0.625	1.45	94.4	324.71	0.3068	1.39	7.01	0.200
T6	180 - 170	0.625	1.43	93.6	424.12	0.3068	3.17	7.07	0.448
T7	170 - 160	0.625	1.43	93.6	424.12	0.3068	2.09	7.07	0.297
T8	160 - 140	0.75	1.76	95.5	536.77	0.4418	1.55	12.11	0.130
T9	140 - 120	0.75	1.73	93.8	801.84	0.4418	2.46	12.32	0.200
T10	120 - 100	0.875	1.71	79.7	954.26	0.6013	1.60	19.07	0.085
T11	100 - 80	0.875	1.69	79.0	1119.93	0.6013	1.42	19.19	0.075
T12	80 - 60	0.875	1.69	79.0	1119.93	0.6013	1.42	19.19	0.075
T13	60 - 40	0.875	1.68	78.3	1298.85	0.6013	1.71	19.30	0.089
T14	40 - 20	0.875	1.66	77.6	1491.03	0.6013	2.56	19.41	0.133
T15	20 - 0	0.875	1.65	76.9	1696.46	0.6013	3.15	19.52	0.162

tnxTower PM&A 1000 Holcomb Woods Pkwy, Ste 210 Roswell, GA 30076 Phone: (678) 280-2325 FAX: (678) 280-2329	Job	Scenic Heights	Page	36 of 38
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	Client	Verizon Wireless	Designed by	jb

Diagonal Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L _u ft	Kl/r	A in ²	P _u K	φP _n K	Ratio $\frac{P_u}{\phi P_n}$
T1	250 - 240	L2 1/2x2 1/2x1/4	12.81	5.44	87.4	0.6816	2.53	29.65	0.085 ¹
T2	240 - 220	L3x3x1/4	12.81	5.44	72.3	0.8691	12.61	37.80	0.334 ¹
T3	220 - 210	L3x3x3/8	13.13	6.01	81.2	1.2661	13.53	55.08	0.246 ¹
T4	210 - 200	L3x3x3/8	13.80	6.37	85.9	1.2661	14.02	55.08	0.255 ¹
T5	200 - 180	L3 1/2x3 1/2x3/8	15.24	7.12	81.8	1.5436	20.83	67.15	0.310 ¹
T6	180 - 170	L4x4x3/8	16.01	7.49	75.0	1.7583	22.56	76.49	0.295 ¹
T7	170 - 160	L4x4x3/8	16.80	7.89	78.9	1.7583	20.53	76.49	0.268 ¹
T8	160 - 140	2L3 1/2x3 1/2x3/8x1 2L 'a' > 66.4778 in - 93	25.01	11.80	135.1	3.0938	32.23	134.58	0.239 ¹
T9	140 - 120	2L3 1/2x3 1/2x3/8x1 2L 'a' > 69.3496 in - 100	26.26	12.45	142.4	3.0938	35.72	134.58	0.265 ¹
T10	120 - 100	2L4x4x5/16x1 2L 'a' > 74.3060 in - 109	27.59	13.14	129.6	3.0762	35.99	133.81	0.269 ¹
T11	100 - 80	2L4x4x7/16x1 2L 'a' > 77.6868 in - 118	29.01	13.87	138.6	4.2246	38.19	183.77	0.208 ¹
T12	80 - 60	2L4x4x7/16x1 2L 'a' > 80.9937 in - 127	30.49	14.62	145.9	4.2246	39.34	183.77	0.214 ¹
T13	60 - 40	2L4x4x7/16x1 2L 'a' > 84.4126 in - 141	32.02	15.40	153.6	4.2246	40.92	183.77	0.223 ¹
T14	40 - 20	2L5x5x7/16x1 2L 'a' > 91.9427 in - 150	33.61	16.20	127.9	5.5371	42.28	240.86	0.176 ¹
T15	20 - 0	2L5x5x7/16x1 2L 'a' > 95.5298 in - 159	35.23	17.02	134.2	5.5371	45.77	240.86	0.190 ¹

¹ P_u / φP_n controls

Secondary Horizontal Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L _u ft	Kl/r	A in ²	P _u K	φP _n K	Ratio $\frac{P_u}{\phi P_n}$
T3	220 - 210	L3x3x1/4	8.47	7.47	96.4	0.9628	2.52	46.94	0.054 ¹
T6	180 - 170	L3x3x1/4	12.48	11.48	148.1	0.9628	3.97	46.94	0.085 ¹

¹ P_u / φP_n controls

Top Girt Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L _u ft	Kl/r	A in ²	P _u K	φP _n K	Ratio $\frac{P_u}{\phi P_n}$
T1	250 - 240	L2 1/2x2 1/2x1/4	8.00	6.67	109.2	0.6816	0.20	29.65	0.007 ¹
T5	200 - 180	L3x3x1/4	10.00	8.67	116.1	0.8691	2.69	37.80	0.071 ¹

¹ P_u / φP_n controls

tnxTower PM&A 1000 Holcomb Woods Pkwy, Ste 210 Roswell, GA 30076 Phone: (678) 280-2325 FAX: (678) 280-2329	Job	Scenic Heights	Page	37 of 38
	Project	VWT18-111	Date	12:43:24 06/26/18
	Client	Verizon Wireless	Designed by	jb

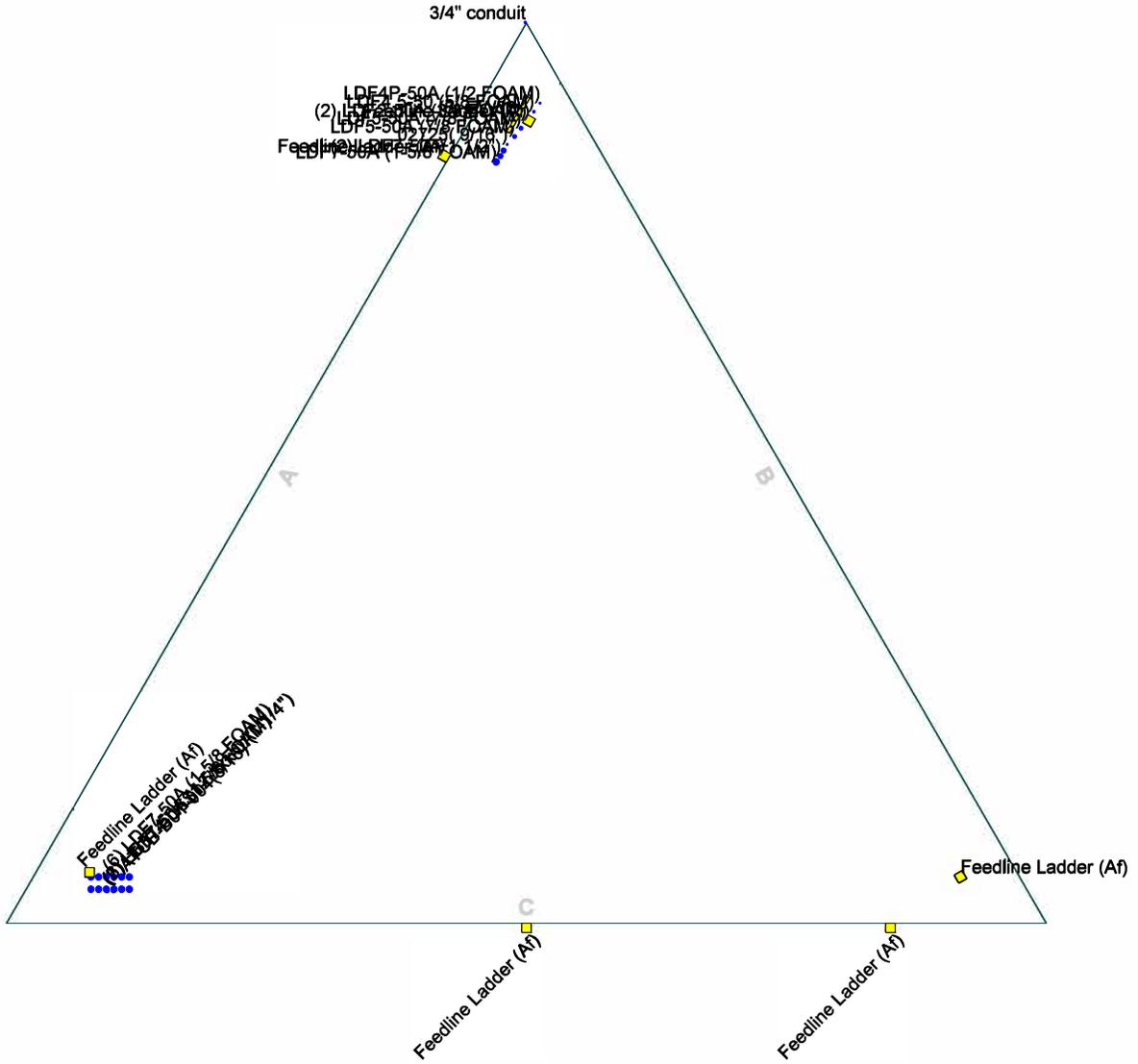
Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail	
T1	250 - 240	Leg	8Bay 1.25" Leg K-Brace	3	-3.98	143.06	37.0	Pass	
T2	240 - 220	Leg	16Bay 1.25" Leg K-Brace	14	-17.36	143.06	60.9	Pass	
T3	220 - 210	Leg	16Bay 1.5" Leg K-Brace	30	-69.15	215.45	88.3	Pass	
T4	210 - 200	Leg	16Bay 1.5" Leg K-Brace	42	-99.73	215.45	46.3	Pass	
T5	200 - 180	Leg	16Bay 1.75" Leg K-Brace	51	-187.64	301.29	62.3	Pass	
T6	180 - 170	Leg	16Bay 2" Leg K-Brace	69	-228.84	400.49	57.1	Pass	
T7	170 - 160	Leg	16Bay 2" Leg K-Brace	81	-279.82	400.49	69.9	Pass	
T8	160 - 140	Leg	16Bay 2.25" Leg K-Brace	90	-337.28	496.60	67.9	Pass	
T9	140 - 120	Leg	16Bay 2.75" Leg K-Brace	99	-439.85	741.99	59.3	Pass	
T10	120 - 100	Leg	16Bay 3" Leg K-Brace	108	-527.88	883.14	59.8	Pass	
T11	100 - 80	Leg	16Bay 3.25" Leg K-Brace	117	-622.89	1036.61	60.1	Pass	
T12	80 - 60	Leg	16Bay 3.25" Leg K-Brace	126	-715.14	1036.61	69.0	Pass	
T13	60 - 40	Leg	16Bay 3.5" Leg K-Brace	135	-806.60	1202.40	67.1	Pass	
T14	40 - 20	Leg	16Bay 3.75" Leg K-Brace	144	-901.67	1380.53	65.3	Pass	
T15	20 - 0	Leg	16Bay 4" Leg K-Brace	153	-987.62	1571.00	62.9	Pass	
T1	250 - 240	Diagonal	L2 1/2x2 1/2x1/4	11	-2.70	15.22	17.7	Pass	
T2	240 - 220	Diagonal	L3x3x1/4	19	-12.82	23.92	53.6	Pass	
T3	220 - 210	Diagonal	L3x3x3/8	34	-13.84	30.87	44.8	Pass	
T4	210 - 200	Diagonal	L3x3x3/8	46	-14.87	28.01	53.1	Pass	
T5	200 - 180	Diagonal	L3 1/2x3 1/2x3/8	58	-20.67	35.57	58.1	Pass	
T6	180 - 170	Diagonal	L4x4x3/8	73	-23.26	45.90	50.7	Pass	
T7	170 - 160	Diagonal	L4x4x3/8	83	-20.23	43.32	46.7	Pass	
T8	160 - 140	Diagonal	2L3 1/2x3 1/2x3/8x1	94	-34.23	67.00	51.1	Pass	
T9	140 - 120	Diagonal	2L3 1/2x3 1/2x3/8x1	101	-35.61	61.30	58.1	Pass	
T10	120 - 100	Diagonal	2L4x4x5/16x1	110	-36.54	67.33	54.3	Pass	
T11	100 - 80	Diagonal	2L4x4x7/16x1	119	-38.53	84.26	45.7	Pass	
T12	80 - 60	Diagonal	2L4x4x7/16x1	128	-39.51	75.81	52.1	Pass	
T13	60 - 40	Diagonal	2L4x4x7/16x1	140	-41.60	68.33	60.9	Pass	
T14	40 - 20	Diagonal	2L5x5x7/16x1	149	-42.20	116.99	36.1	Pass	
T15	20 - 0	Diagonal	2L5x5x7/16x1	158	-46.93	107.21	43.8	Pass	
T3	220 - 210	Secondary Horizontal	L3x3x1/4	37	-2.23	38.64	5.8	Pass	
T6	180 - 170	Secondary Horizontal	L3x3x1/4	77	-3.97	32.55	12.2	Pass	
T1	250 - 240	Top Girt	L2 1/2x2 1/2x1/4	5	-0.13	10.13	1.3	Pass	
T5	200 - 180	Top Girt	L3x3x1/4	52	-2.49	10.54	23.6	Pass	
							Summary		
							Leg (T3)	88.3	Pass
							Diagonal (T2)	93.1	Pass
							Secondary Horizontal (T6)	25.0	Pass
							Top Girt (T5)	23.6	Pass
							Bolt Checks	93.1	Pass
							RATING =	93.1	Pass

Feed Line Plan 20'

_____ Round
 _____ Flat
 _____ App In Face
 _____ App Out Face
 _____ Truss-Leg

Section @ 20'



PM&A

1000 Holcomb Woods Pkwy, Suite 210
Roswell, GA 30076
Phone: (678) 280-2325
FAX: (678) 280-2329

Job: Scenic Heights		
Project: VWT18-111		
Client: Verizon Wireless	Drawn by: jll	App'd:
Code: TIA-222-G	Date: 03/13/18	Scale: NTS
Path:		Dwg No. E-7

Anchor Rod Check for Self Supporting Towers

TIA-222-G, Section 4.9.9

Rev. 6.1

Site Data	
Site #:	136137
Site Name:	Scenic Heights
PM&A Job #:	VWT18-111

Reactions		
Eta Factor, η	0.5	Detail Type
Down load, P_u:	1037	kips
Shear, V_u :	122	kips

Anchor Rod Data		
Qty:	6	
Diam:	2.25	in
Rod Material:	A687	
Strength (F_u):	125	ksi
Yield (F_y):	105	ksi

l_{ar} :		in
$M_u = 0.65 * l_{ar} * V_u$		ft-kips

* Rod Circle:		in
* e:		in
* # of Rods		1 or 2

Anchor Rod Results:

Max Rod ($C_u + V_u/\eta$):	213.5	Kips
Design Axial, $\Phi * F_u * A_{net}$:	325.0	Kips
Anchor Rod Stress Ratio:	65.7%	

$M_u = P_u \times e$:		ft-kips
------------------------	--	---------

* Only enter rod circle, offset (e) and number of anchor rods at the extreme fiber to consider if eccentric load due to leg reinforcement exist.

If Applicable;

Anchor Rod Results with Bending Considered:

When the clear distance from the top of concrete to the bottom of level nut exceeds 1.0 times the diameter of the anchor rod, the following interaction equation shall also be satisfied (see Figure 4-4 of Rev. G):

$$(V_u/\phi R_{nv})^2 + [(P_u/\phi R_{nt}) + (M_u/\phi R_{nm})]^2 \leq 1$$

$\phi R_{nv} = \phi * 0.45 * F_{ub} * A_b =$		kips
$\phi R_{nt} = \phi * F_u * A_{net} =$		kips
$\phi R_{nm} = \phi * F_y * Z =$		ft-kips

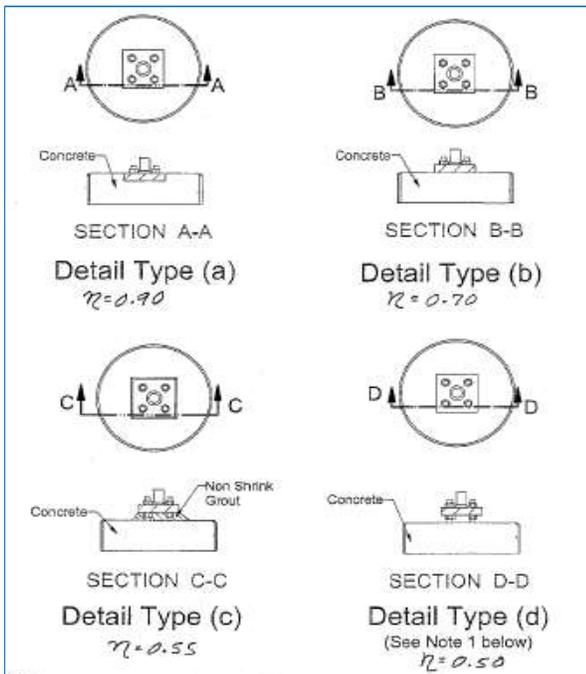


Figure 4-4 of TIA-222-G

Maximum Acceptable Ratio: **105** %

Governing Stress Ratio: **65.7%** **Pass**



P. Marshall and Associates, LLC
 1000 Holcomb Woods Pkwy, Suite 210
 Roswell, GA 30076
 Tel: (678) 280-2325
 Fax: (678) 280-2329

Job:	136137	Engineer:	JEB
Project:	Scenic Heights	Date:	6/26/2018
Client:	Verizon	Sheet:	1 of 1

Caisson Foundation - Uplift & Compression Analysis

Reactions

Compression:	1037 kips
Uplift:	905 kips

Info

Tower Type:	SST
Foundation Type:	Caisson

Caisson Geometry

Diameter:	8.50 ft
Height above grade:	0.50 ft
Depth below grade:	68.00 ft
Total length of caisson:	68.50 ft

Pad Modification Geometry

Pad shape:	N/A
Pad width:	N/A ft
Pad thickness:	N/A ft
Depth below grade:	N/A ft

Soil Data

Groundwater depth:	34.50 ft
Ultimate Gross Bearing at bottom of Caisson:	19.80 ksf
Ultimate Gross Bearing at bottom of Pad:	N/A ksf

Soil Profile			
Soil Layer	Depth of Layer (ft)	Ultimate Uplift Skin Friction (psf)	Ultimate Compressive Skin Friction (psf)
1	4.25	0	0
2	1.75	254	254
3	2	440	440
4	6.5	734	734
5	10	1414	1414
6	10	2180	2180
7	5	2466	2466
8	20	2700	2700
9	5	534	534
10	3.5	3440	3440

Ultimate Uplift Skin Friction Resistance (unfactored):	3287 kips
Ultimate Compression Skin Friction Resistance (unfactored):	3287 kips

Foundation Capacities

Uplift Resistance:	2883 kips	Compression Resistance:	2783 kips
Uplift Capacity:	31.4%	Compression Capacity:	37.3%

GOOD

GOOD

Moment Capacity of Drilled Concrete Shaft (Caisson) for TIA Rev F or G

Note: Shaft assumed to have ties, not spiral, transverse reinforcing

Site Data

Site #: 136137
 Site Name: Scenic Heights
 PM&A Job #: VWT18-111

Loads Already Factored		
For M (WL)	1.3	<----Disregard
For P (DL)	1.3	<----Disregard

Pier Properties		
Concrete:		
Pier Diameter =	8.5	ft
Concrete Area =	8171.3	in ²
Reinforcement:		
Clear Cover to Tie=	3.00	in
Horiz. Tie Bar Size=	5	
Vert. Cage Diameter =	7.78	ft
Vert. Cage Diameter =	93.34	in
Vertical Bar Size =	11	
Bar Diameter =	1.41	in
Bar Area =	1.56	in ²
Number of Bars =	36	
As Total=	56.16	in ²
A s/ Aconc, Rho:	0.0069	0.69%

ACI 10.5 , ACI 21.10.4, and IBC 1810.

Min As for Flexural, Tension Controlled, Shafts:

$$(3) * (\text{Sqrt}(f_c) / F_y) = 0.0034$$

$$200 / F_y = 0.0033$$

Minimum Rho Check:

Actual Req'd Min. Rho: 0.33% Flexural
 Provided Rho: 0.69% **OK**

Ref. Shaft Max Axial Capacities, ϕ Max(Pn or Tn):		
Max Pu = ($\phi=0.65$) Pn.		
Pn per ACI 318 (10-2)	17893.17	kips
at Mu=($\phi=0.65$)Mn=	13330.15	ft-kips
Max Tu, ($\phi=0.9$) Tn =	3032.64	kips
at Mu= $\phi=(0.90)$ Mn=	0.00	ft-kips

Maximum Shaft Superimposed Forces		
TIA Revision:	G	
Max. Factored Shaft Mu:	2058.333	ft-kips (* Note)
Max. Factored Shaft Pu:	1037	kips
Max Axial Force Type:	Comp.	

(* Note: Max Shaft Superimposed Moment does not necessarily equal to the shaft top reaction moment

Load Factor	Shaft Factored Loads	
1.00	Mu:	2058.333 ft-kips
1.00	Pu:	1037 kips

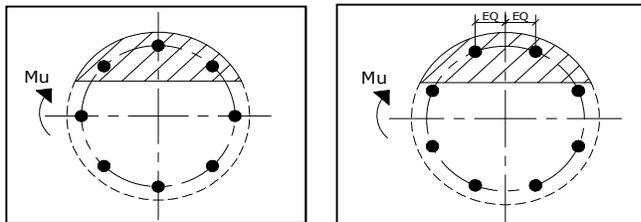
Material Properties		
Concrete Comp. strength, f'c =	4500	psi
Reinforcement yield strength, Fy =	60	ksi
Reinforcing Modulus of Elasticity, E =	29000	ksi
Reinforcement yield strain =	0.00207	
Limiting compressive strain =	0.003	
ACI 318 Code		
Select Analysis ACI Code=	2008	
Seismic Properties		
Seismic Design Category =	B	
Seismic Risk =	Low	

Solve (Run)

<-- Press Upon Completing All Input

Results:

Governing Orientation Case: 1



Case 1

Case 2

Dist. From Edge to Neutral Axis: 18.42 in

Extreme Steel Strain, ϵ_t : 0.0129

$\epsilon_t > 0.0050$, Tension Controlled

Reduction Factor, ϕ : 0.900

Output Note: Negative Pu=Tension

For Axial Compression, ϕ Pn = Pu: 1037.00 kips
 Drilled Shaft Moment Capacity, ϕ Mn: 14105.04 ft-kips
 Drilled Shaft Superimposed Mu: 2058.33 ft-kips

(Mu/ ϕ Mn, Drilled Shaft Flexure CSR: 14.6%

LPile for windows, Version 2016-09.010

Analysis of Individual Piles and Drilled shafts
Subjected to Lateral Loading Using the p-y Method
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Files Used for Analysis

Path to file locations:
\\pmasvr2\Houston\A&E Projects\Verizon wireless\2018 Verizon HGC\WMT18-111-4TX-CAA-Scenic Heights\Tower Analysis\Risk Cat III
Re-Run\Analysis Tools\

Name of input data file:
New LPile (USCS units).lp9d

Name of output report file:
New LPile (USCS units).lp9o

Name of plot output file:
New LPile (USCS units).lp9p

Name of runtime message file:
New LPile (USCS units).lp9r

Date and Time of Analysis

Date: June 26, 2018

Time: 13:11:01

Problem Title

Project Name: Pen Scenic Heights

Job Number: 136137

Client: Verizon

Engineer: JLL

Description: SST Individual Caisson

Program Options and Settings

Computational Options:

- Use unfactored loads in computations (conventional analysis)
- Engineering Units Used for Data Input and Computations:
 - US Customary System Units (pounds, feet, inches)

Analysis Control Options:

- Maximum number of iterations allowed = 500
- Deflection tolerance for convergence = 1.0000E-05 in
- Maximum allowable deflection = 100.0000 in
- Number of pile increments = 100

Loading Type and Number of Cycles of Loading:

- Static loading specified
- Use of p-y modification factors for p-y curves not selected
- No distributed lateral loads are entered
- Loading by lateral soil movements acting on pile not selected
- Input of shear resistance at the pile tip not selected
- Computation of pile-head foundation stiffness matrix not selected
- Push-over analysis of pile not selected
- Buckling analysis of pile not selected

Output Options:

- Output files use decimal points to denote decimal symbols.
- Values of pile-head deflection, bending moment, shear force, and soil reaction are printed for full length of pile.
- Printing Increment (nodal spacing of output points) = 1
- No p-y curves to be computed and reported for user-specified depths
- Print using wide report formats

Pile Structural Properties and Geometry

Number of pile sections defined = 1
Total length of pile = 68.000 ft
Depth of ground surface below top of pile = 0.0000 ft

Pile diameters used for p-y curve computations are defined using 2 points.

p-y curves are computed using pile diameter values interpolated with depth over the length of the pile. A summary of values of pile diameter vs. depth follows.

Point No.	Depth Below Pile Head feet	Pile Diameter inches
1	0.000	102.0000
2	68.000	102.0000

Input Structural Properties for Pile sections:

Pile section No. 1:

Section 1 is a round drilled shaft, bored pile, or CIDH pile
Length of section = 68.000000 ft
Shaft Diameter = 102.000000 in
Shear capacity of section = 0.0000 lbs

Ground Slope and Pile Batter Angles

Ground Slope Angle = 0.000 degrees
= 0.000 radians
Pile Batter Angle = 0.000 degrees
= 0.000 radians

Soil and Rock Layering Information

The soil profile is modelled using 16 layers

Distance from top of pile to top of layer	0.0000 ft
Distance from top of pile to bottom of layer	4.250000 ft
Effective unit weight at top of layer	115.000000 pcf
Effective unit weight at bottom of layer	115.000000 pcf
Undrained cohesion at top of layer	1.000000 psf
Undrained cohesion at bottom of layer	1.000000 psf
Epsilon-50 at top of layer	0.020000
Epsilon-50 at bottom of layer	0.020000

Layer 2 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer	4.250000 ft
Distance from top of pile to bottom of layer	6.000000 ft
Effective unit weight at top of layer	115.000000 pcf
Effective unit weight at bottom of layer	115.000000 pcf
Friction angle at top of layer	29.000000 deg.
Friction angle at bottom of layer	29.000000 deg.
Subgrade k at top of layer	20.000000 pci
Subgrade k at bottom of layer	20.000000 pci

Layer 3 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer	6.000000 ft
Distance from top of pile to bottom of layer	8.000000 ft
Effective unit weight at top of layer	115.000000 pcf
Effective unit weight at bottom of layer	115.000000 pcf
Friction angle at top of layer	30.000000 deg.
Friction angle at bottom of layer	30.000000 deg.
Subgrade k at top of layer	20.000000 pci
Subgrade k at bottom of layer	20.000000 pci

Layer 4 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer	8.000000 ft
Distance from top of pile to bottom of layer	14.500000 ft
Effective unit weight at top of layer	115.000000 pcf
Effective unit weight at bottom of layer	115.000000 pcf
Friction angle at top of layer	31.000000 deg.
Friction angle at bottom of layer	31.000000 deg.
Subgrade k at top of layer	20.000000 pci
Subgrade k at bottom of layer	20.000000 pci

Layer 5 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer	14.500000 ft
Distance from top of pile to bottom of layer	19.500000 ft
Effective unit weight at top of layer	118.000000 pcf
Effective unit weight at bottom of layer	118.000000 pcf
Friction angle at top of layer	32.000000 deg.
Friction angle at bottom of layer	32.000000 deg.

Friction angle at bottom of layer
 Subgrade k at top of layer
 Subgrade k at bottom of layer

= 32.000000 deg.
 = 20.000000 pci
 = 20.000000 pci

Layer 6 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer
 Distance from top of pile to bottom of layer
 Effective unit weight at top of layer
 Effective unit weight at bottom of layer
 Friction angle at top of layer
 Friction angle at bottom of layer
 Subgrade k at top of layer
 Subgrade k at bottom of layer

= 19.500000 ft
 = 24.500000 ft
 = 118.000000 pcf
 = 118.000000 pcf
 = 35.000000 deg.
 = 35.000000 deg.
 = 20.000000 pci
 = 20.000000 pci

Layer 7 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer
 Distance from top of pile to bottom of layer
 Effective unit weight at top of layer
 Effective unit weight at bottom of layer
 Friction angle at top of layer
 Friction angle at bottom of layer
 Subgrade k at top of layer
 Subgrade k at bottom of layer

= 24.500000 ft
 = 29.500000 ft
 = 118.000000 pcf
 = 118.000000 pcf
 = 34.000000 deg.
 = 34.000000 deg.
 = 20.000000 pci
 = 20.000000 pci

Layer 8 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer
 Distance from top of pile to bottom of layer
 Effective unit weight at top of layer
 Effective unit weight at bottom of layer
 Friction angle at top of layer
 Friction angle at bottom of layer
 Subgrade k at top of layer
 Subgrade k at bottom of layer

= 29.500000 ft
 = 34.500000 ft
 = 118.000000 pcf
 = 118.000000 pcf
 = 34.000000 deg.
 = 34.000000 deg.
 = 20.000000 pci
 = 20.000000 pci

Layer 9 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer
 Distance from top of pile to bottom of layer
 Effective unit weight at top of layer
 Effective unit weight at bottom of layer
 Friction angle at top of layer
 Friction angle at bottom of layer
 Subgrade k at top of layer
 Subgrade k at bottom of layer

= 34.500000 ft
 = 35.000000 ft
 = 56.000000 pcf
 = 56.000000 pcf
 = 32.000000 deg.
 = 32.000000 deg.
 = 20.000000 pci
 = 20.000000 pci

Layer 10 is sand, p-y criteria by Reese et al., 1974

New LPile (USCS units).1p90

Distance from top of pile to top of layer
 Distance from top of pile to bottom of layer
 Effective unit weight at top of layer
 Effective unit weight at bottom of layer
 Friction angle at top of layer
 Friction angle at bottom of layer
 Subgrade k at top of layer
 Subgrade k at bottom of layer

Layer 11 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer
 Distance from top of pile to bottom of layer
 Effective unit weight at top of layer
 Effective unit weight at bottom of layer
 Friction angle at top of layer
 Friction angle at bottom of layer
 Subgrade k at top of layer
 Subgrade k at bottom of layer

Layer 12 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer
 Distance from top of pile to bottom of layer
 Effective unit weight at top of layer
 Effective unit weight at bottom of layer
 Friction angle at top of layer
 Friction angle at bottom of layer
 Subgrade k at top of layer
 Subgrade k at bottom of layer

Layer 13 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer
 Distance from top of pile to bottom of layer
 Effective unit weight at top of layer
 Effective unit weight at bottom of layer
 Friction angle at top of layer
 Friction angle at bottom of layer
 Subgrade k at top of layer
 Subgrade k at bottom of layer

Layer 14 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer
 Distance from top of pile to bottom of layer
 Effective unit weight at top of layer
 Effective unit weight at bottom of layer
 Friction angle at top of layer
 Friction angle at bottom of layer
 Subgrade k at top of layer

= 35.000000 ft
 = 39.500000 ft
 = 56.000000 pcf
 = 56.000000 pcf
 = 32.000000 deg.
 = 32.000000 deg.
 = 20.000000 pci
 = 20.000000 pci

= 39.500000 ft
 = 44.500000 ft
 = 56.000000 pcf
 = 56.000000 pcf
 = 32.000000 deg.
 = 32.000000 deg.
 = 20.000000 pci
 = 20.000000 pci

= 44.500000 ft
 = 49.500000 ft
 = 53.000000 pcf
 = 53.000000 pcf
 = 29.000000 deg.
 = 29.000000 deg.
 = 20.000000 pci
 = 20.000000 pci

= 49.500000 ft
 = 54.500000 ft
 = 56.000000 pcf
 = 56.000000 pcf
 = 31.000000 deg.
 = 31.000000 deg.
 = 20.000000 pci
 = 20.000000 pci

= 54.500000 ft
 = 59.500000 ft
 = 53.000000 pcf
 = 53.000000 pcf
 = 29.000000 deg.
 = 29.000000 deg.
 = 20.000000 pci
 = 20.000000 pci

New LPile (USCS units).lp90
= 20.000000 pci

Subgrade k at bottom of layer

Layer 15 is soft clay, p-y criteria by Matlock, 1970

Distance from top of pile to top of layer = 59.500000 ft
 Distance from top of pile to bottom of layer = 64.500000 ft
 Effective unit weight at top of layer = 53.000000 pcf
 Effective unit weight at bottom of layer = 53.000000 pcf
 Undrained cohesion at top of layer = 800.000000 psf
 Undrained cohesion at bottom of layer = 800.000000 psf
 Epsilon-50 at top of layer = 0.020000
 Epsilon-50 at bottom of layer = 0.020000

Layer 16 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer = 64.500000 ft
 Distance from top of pile to bottom of layer = 68.000000 ft
 Effective unit weight at top of layer = 56.000000 pcf
 Effective unit weight at bottom of layer = 56.000000 pcf
 Friction angle at top of layer = 32.000000 deg.
 Friction angle at bottom of layer = 32.000000 deg.
 Subgrade k at top of layer = 20.000000 pci
 Subgrade k at bottom of layer = 20.000000 pci

(Depth of the lowest soil layer extends 0.000 ft below the pile tip)

Summary of Input Soil Properties

Layer Num.	Soil Type Name (p-y Curve Type)	Layer Depth ft	Effective Unit Wt. pcf	Undrained Cohesion psf	Angle of Friction deg.	E50 or krm	kpy or pci
1	Soft Clay	0.00	115.0000	1.0000	--	0.02000	--
2	Sand	4.2500	115.0000	1.0000	--	0.02000	--
3	(Reese, et al.) Sand	6.0000	115.0000	--	29.0000	--	20.0000
4	(Reese, et al.) Sand	6.0000	115.0000	--	30.0000	--	20.0000
5	(Reese, et al.) Sand	8.0000	115.0000	--	30.0000	--	20.0000
6	(Reese, et al.) Sand	14.5000	115.0000	--	31.0000	--	20.0000
7	(Reese, et al.) Sand	19.5000	118.0000	--	32.0000	--	20.0000
8	(Reese, et al.) Sand	29.5000	118.0000	--	34.0000	--	20.0000

				New LPile (USCS units).lp90	
9	Sand	34.5000	56.0000	32.0000	20.0000
	(Reese, et al.)	35.0000	56.0000	32.0000	20.0000
10	Sand	35.0000	56.0000	32.0000	20.0000
	(Reese, et al.)	39.5000	56.0000	32.0000	20.0000
11	Sand	39.5000	56.0000	32.0000	20.0000
	(Reese, et al.)	44.5000	56.0000	32.0000	20.0000
12	Sand	44.5000	53.0000	29.0000	20.0000
	(Reese, et al.)	49.5000	53.0000	29.0000	20.0000
13	Sand	49.5000	56.0000	31.0000	20.0000
	(Reese, et al.)	54.5000	56.0000	31.0000	20.0000
14	Sand	54.5000	53.0000	29.0000	20.0000
	(Reese, et al.)	59.5000	53.0000	29.0000	20.0000
15	Soft	59.5000	800.0000	--	0.02000
	Clay	64.5000	800.0000	--	0.02000
16	Sand	64.5000	56.0000	32.0000	20.0000
	(Reese, et al.)	68.0000	56.0000	32.0000	20.0000

 Static Loading Type

Static loading criteria were used when computing p-y curves for all analyses.

 Pile-head Loading and Pile-head Fixity Conditions

Number of Loads specified = 1

Load No.	Load Type	Condition 1	Condition 2	Axial Thrust Force, lbs	Compute Top y vs. Pile Length
1	V =	122000. lbs	M = 732000. in-lbs	1037000.	NO

V = shear force applied normal to pile axis
 M = bending moment applied to pile head
 Y = lateral deflection normal to pile axis
 S = pile slope relative to original pile batter angle
 R = rotational stiffness applied to pile head
 Values of top y vs. pile lengths can be computed only for load types with specified shear loading (Load Types 1, 2, and 3).
 Thrust force is assumed to be acting axially for all pile batter angles.

 Computations of Nominal Moment Capacity and Nonlinear Bending Stiffness

Axial thrust force values were determined from pile-head loading conditions

Number of Pile Sections Analyzed = 1

Pile Section No. 1:

Dimensions and Properties of Drilled Shaft (Bored Pile):

Length of Section	=	68.000000 ft
Shaft Diameter	=	102.000000 in
Concrete Cover Thickness	=	3.000000 in
Number of Reinforcing Bars	=	36 bars
Yield Stress of Reinforcing Bars	=	60000. psi
Modulus of Elasticity of Reinforcing Bars	=	29000000. psi
Gross Area of Shaft	=	8171. sq. in.
Total Area of Reinforcing Steel	=	56.160000 sq. in.
Area Ratio of Steel Reinforcement	=	0.69 percent
Edge-to-Edge Bar Spacing	=	6.834062 in
Maximum Concrete Aggregate Size	=	0.750000 in
Ratio of Bar Spacing to Aggregate Size	=	9.11
Offset of Center of Rebar Cage from Center of Pile	=	0.0000 in

Axial Structural Capacities:

Nom. Axial Structural Capacity = 0.85 Fc Ac + Fy As	=	34409.944 kips
Tensile Load for Cracking of Concrete	=	-3760.799 kips
Nominal Axial Tensile Capacity	=	-3369.600 kips

Reinforcing Bar Dimensions and Positions Used in Computations:

Bar Number	Bar Diam. inches	Bar Area sq. in.	X inches	Y inches
1	1.410000	1.560000	47.295000	0.00000
2	1.410000	1.560000	46.576483	8.212691
3	1.410000	1.560000	44.442763	16.175843
4	1.410000	1.560000	40.958671	23.647500
5	1.410000	1.560000	36.230072	30.400640
6	1.410000	1.560000	30.400640	36.230072
7	1.410000	1.560000	23.647500	40.958671
8	1.410000	1.560000	16.175843	44.442763
9	1.410000	1.560000	8.212691	46.576483
10	1.410000	1.560000	0.000000	47.295000
11	1.410000	1.560000	-8.212691	46.576483
12	1.410000	1.560000	-16.175843	44.442763
13	1.410000	1.560000	-23.647500	40.958671
14	1.410000	1.560000	-30.400640	36.230072
15	1.410000	1.560000	-36.230072	30.400640
16	1.410000	1.560000	-40.958671	23.647500
17	1.410000	1.560000	-44.442763	16.175843
18	1.410000	1.560000	-46.576483	8.212691
19	1.410000	1.560000	-47.295000	0.00000
20	1.410000	1.560000	-46.576483	-8.212691
21	1.410000	1.560000	-44.442763	-16.175843

22	1.410000	1.560000	New LPile (USCS units).1p90
23	1.410000	1.560000	-40.958671
24	1.410000	1.560000	-23.647500
25	1.410000	1.560000	-36.230072
26	1.410000	1.560000	-30.400640
27	1.410000	1.560000	-36.230072
28	1.410000	1.560000	-40.958671
29	1.410000	1.560000	-44.442763
30	1.410000	1.560000	-46.576483
31	1.410000	1.560000	0.000000
32	1.410000	1.560000	8.212691
33	1.410000	1.560000	16.175843
34	1.410000	1.560000	23.647500
35	1.410000	1.560000	30.400640
36	1.410000	1.560000	36.230072
			40.958671
			-23.647500
			-16.175843
			-8.212691
			46.576483

NOTE: The positions of the above rebars were computed by LPile

Minimum spacing between any two bars not equal to zero = 6.834 inches
between bars 33 and 34.

Ratio of bar spacing to maximum aggregate size = 9.11

Concrete Properties: -----

Compressive Strength of Concrete	=	4500. psi
Modulus of Elasticity of Concrete	=	3823676. psi
Modulus of Rupture of Concrete	=	-503.115295 psi
Compression Strain at Peak Stress	=	0.002001
Tensile Strain at Fracture of Concrete	=	-0.0001152
Maximum Coarse Aggregate Size	=	0.750000 in

Number of Axial Thrust Force Values Determined from Pile-head Loadings = 1

Number	Axial Thrust Force
	kips
-----	-----
1	1037.000

Definitions of Run Messages and Notes: -----

C = concrete in section has cracked in tension.
Y = stress in reinforcing steel has reached yield stress.
T = ACI 318 criteria for tension-controlled section met, tensile strain in reinforcement exceeds 0.005 while simultaneously compressive strain in concrete more than 0.003. See ACI 318, Section 10.3.4.
Z = depth of tensile zone in concrete section is less than 10 percent of section depth.

Bending Stiffness (EI) = Computed Bending Moment / Curvature.
 Position of neutral axis is measured from edge of compression side of pile.
 Compressive stresses and strains are positive in sign.
 Tensile stresses and strains are negative in sign.

Axial Thrust Force = 1037.000 kips

Bending Curvature rad/in.	Bending Moment in-kip	Bending Stiffness kip-in ²	Depth to N Axis in	Max Comp Strain in/in	Max Tens Strain in/in	Max Conc Stress ksi	Max Steel Stress ksi	Run Msg
3.12500E-07	7850.	2.51212E+10	138.6419619	0.00004333	0.00001145	0.1920861	1.2518209	
6.25000E-07	15700.	2.51204E+10	94.8943981	0.00005931	-0.000000444	0.2614521	1.7107172	
9.37500E-07	23538.	2.51071E+10	80.3369887	0.00007532	-0.000002031	0.3303571	2.1702963	
0.00000125	31344.	2.50751E+10	73.0662976	0.00009133	-0.000003617	0.3987405	2.6301658	
0.00000156	39113.	2.50321E+10	68.7068512	0.0001074	-0.000005202	0.4665782	3.0901698	
0.00000188	46843.	2.49827E+10	65.8019761	0.0001234	-0.000006787	0.5338614	3.5502512	
0.00000219	54533.	2.49294E+10	63.7278891	0.0001394	-0.000008372	0.6005862	4.0103848	
0.00000250	62184.	2.48736E+10	62.1728686	0.0001554	-0.000009957	0.6667507	4.4705580	
0.00000281	62184.	2.21099E+10	50.1096289	0.0001409	-0.0001459	0.6056508	-4.1907115	C
0.00000313	62184.	1.98989E+10	48.1607192	0.0001505	-0.0001682	0.6449281	-4.8329662	C
0.00000344	62184.	1.80899E+10	46.4950767	0.0001598	-0.0001908	0.6829942	-5.4823065	C
0.00000375	62184.	1.65824E+10	45.0471905	0.0001689	-0.0002136	0.7199461	-6.1381555	C
0.00000406	62184.	1.53068E+10	43.7788093	0.0001779	-0.0002365	0.7559975	-6.7990997	C
0.00000438	62184.	1.42135E+10	42.6566349	0.0001866	-0.0002596	0.7912509	-7.4644832	C
0.00000469	62184.	1.32659E+10	41.6549007	0.0001953	-0.0002829	0.8257816	-8.1338339	C
0.00000500	62184.	1.24368E+10	40.7541368	0.0002038	-0.0003062	0.8596602	-8.8067002	C
0.00000531	62184.	1.17052E+10	39.9399811	0.0002122	-0.0003297	0.8929677	-9.4825498	C
0.00000563	62184.	1.10549E+10	39.2018105	0.0002205	-0.0003532	0.9257956	-10.1607609	C
0.00000594	62184.	1.04731E+10	38.5224048	0.0002287	-0.0003769	0.9580247	-10.8422328	C
0.00000625	62184.	9949441608.	37.9002430	0.0002369	-0.0004006	0.9898423	-11.5256435	C
0.00000656	62184.	9475658675.	37.3297125	0.0002450	-0.0004244	1.0213184	-12.2105047	C
0.00000688	62184.	9044946917.	36.7970775	0.0002530	-0.0004483	1.0522746	-12.8981515	C
0.00000719	62184.	8651688355.	36.3082466	0.0002610	-0.0004722	1.0830217	-13.5863217	C
0.00000750	62184.	8291201340.	35.8481417	0.0002689	-0.0004961	1.1132796	-14.2771042	C
0.00000781	62184.	7959553287.	35.4221822	0.0002767	-0.0005201	1.1433220	-14.9684899	C
0.00000813	62184.	7653416622.	35.0236978	0.0002846	-0.0005442	1.1730644	-15.6611224	C
0.00000844	62184.	7369956747.	34.6474118	0.0002923	-0.0005683	1.2024366	-16.3555458	C
0.00000875	62453.	7137514584.	34.2985347	0.0003001	-0.0005924	1.2316964	-17.0498343	C
0.00000906	63680.	7026800383.	33.9667591	0.0003078	-0.0006166	1.2605850	-17.7495917	C
0.00000938	64902.	6922884391.	33.6530121	0.0003155	-0.0006408	1.2891998	-18.4431811	C
0.00000969	66123.	6825596733.	33.3599753	0.0003232	-0.0006650	1.3177048	-19.1402788	C
0.00001000	67341.	6734064873.	33.0831407	0.0003308	-0.0006892	1.3460031	-19.8379892	C
0.00001031	68550.	6647241725.	32.8156484	0.0003384	-0.0007135	1.3738875	-20.5379233	C
0.00001063	69758.	6565459523.	32.5643094	0.0003460	-0.0007378	1.4016648	-21.2377284	C
0.00001094	70966.	6488285997.	32.3277401	0.0003536	-0.0007620	1.4293346	-21.9374043	C
0.00001125	72172.	6415247308.	32.1036646	0.0003612	-0.0007863	1.4568533	-22.6372919	C
0.00001156	73369.	6345434809.	31.8843544	0.0003687	-0.0008107	1.4839353	-23.3396430	C
0.00001188	74566.	6279239618.	31.6769563	0.0003762	-0.0008351	1.5109124	-24.0418669	C
0.00001219	75762.	6216383321.	31.4805549	0.0003837	-0.0008595	1.5377843	-24.7439632	C
0.00001281	78153.	6099709562.	31.1175266	0.0003987	-0.0009082	1.5912120	-26.1477721	C
0.00001344	80527.	5992671578.	30.7757981	0.0004135	-0.0009571	1.6435529	-27.5564407	C
0.00001406	82898.	5894940108.	30.4653962	0.0004284	-0.0010060	1.6954662	-28.9647212	C
0.00001469	85266.	5805346483.	30.1826093	0.0004433	-0.0010548	1.7469652	-30.3724917	C

New_LPile (USCS units).1p90

0.00001531	87625.	5722432176.	29.9166389	0.0004581	-0.0011038	1.7976524	-31.7830457	C
0.00001594	89977.	5645623391.	29.6688259	0.0004728	-0.0011528	1.8477200	-33.1948489	C
0.00001656	92327.	5574456955.	29.4407839	0.0004876	-0.0012018	1.8973798	-34.6061390	C
0.00001719	94674.	5508316543.	29.2303618	0.0005024	-0.0012507	1.9466307	-36.0169134	C
0.00001781	97017.	5446590792.	29.0341103	0.0005172	-0.0012997	1.9953754	-37.4279955	C
0.00001844	99352.	5388557960.	28.8451825	0.0005318	-0.0013488	2.0432839	-38.8422758	C
0.00001906	101683.	5334199153.	28.6695904	0.0005465	-0.0013979	2.0907891	-40.2560326	C
0.00001969	104012.	5283163745.	28.5060693	0.0005612	-0.0014469	2.1378898	-41.6692629	C
0.00002031	106339.	5235144252.	28.3535101	0.0005759	-0.0014959	2.1845843	-43.0819635	C
0.00002094	108663.	5189869902.	28.2109361	0.0005907	-0.0015450	2.2308714	-44.4941315	C
0.00002156	110984.	5147101308.	28.0774842	0.0006054	-0.0015940	2.2767496	-45.9057637	C
0.00002219	113299.	5106439863.	27.9476524	0.0006201	-0.0016430	2.3218885	-47.3199043	C
0.00002281	115610.	5067847310.	27.8245041	0.0006347	-0.0016921	2.3665341	-48.7343296	C
0.00002344	117919.	5031205947.	27.7087333	0.0006494	-0.0017412	2.4107756	-50.1482047	C
0.00002406	120225.	4996363143.	27.5997700	0.0006641	-0.0017903	2.4546114	-51.5615261	C
0.00002469	122529.	4963181694.	27.4971021	0.0006788	-0.0018393	2.4980401	-52.9742903	C
0.00002531	124830.	4931537940.	27.4002682	0.0006936	-0.0018883	2.5410601	-54.3864937	C
0.00002594	127128.	4901320134.	27.3088513	0.0007083	-0.0019373	2.5836701	-55.7981327	C
0.00002656	129424.	4872427042.	27.2224739	0.0007231	-0.0019863	2.6258684	-57.2092036	C
0.00002719	131717.	4844766729.	27.1407931	0.0007379	-0.0020352	2.6676534	-58.6197028	C
0.00002781	134008.	4818255522.	27.0634969	0.0007527	-0.0020842	2.7090238	-60.0000000	CY
0.00002844	136294.	4792761811.	26.9882810	0.0007675	-0.0021331	2.7498166	-60.0000000	CY
0.00002906	138536.	4766824177.	26.9130072	0.0007822	-0.0021822	2.7898742	-60.0000000	CY
0.00002969	140463.	4731383231.	26.8236803	0.0007963	-0.0022318	2.8280663	-60.0000000	CY
0.00003031	142164.	4689938706.	26.7257972	0.0008101	-0.0022817	2.8648212	-60.0000000	CY
0.00003094	143664.	4643700743.	26.6210703	0.0008236	-0.0023320	2.9002717	-60.0000000	CY
0.00003156	145127.	4598086653.	26.5188697	0.0008370	-0.0023824	2.9351979	-60.0000000	CY
0.00003219	146392.	4548103410.	26.4097962	0.0008501	-0.0024331	2.9688231	-60.0000000	CY
0.00003281	147599.	4498264419.	26.3020946	0.0008630	-0.0024838	3.0018460	-60.0000000	CY
0.00003344	148802.	4450154435.	26.1986739	0.0008760	-0.0025346	3.0345308	-60.0000000	CY
0.00003406	149918.	4401252481.	26.0944426	0.0008888	-0.0025855	3.0664568	-60.0000000	CY
0.00003469	150875.	4349559720.	25.9839757	0.0009013	-0.0026368	3.0971609	-60.0000000	CY
0.00003531	151815.	4299186588.	25.8724708	0.0009136	-0.0026883	3.1270984	-60.0000000	CY
0.00003594	152754.	4250534208.	25.7652106	0.0009259	-0.0027397	3.1567453	-60.0000000	CY
0.00003656	153691.	4203514179.	25.6619790	0.0009383	-0.0027911	3.1861008	-60.0000000	CY
0.00003719	154565.	4156381243.	25.5587354	0.0009505	-0.0028427	3.2148207	-60.0000000	CY
0.00003969	157444.	3967099136.	25.1453959	0.0009980	-0.0030502	3.3235269	-60.0000000	CY
0.00004219	160094.	3794810322.	24.7601809	0.0010446	-0.0032586	3.4254963	-60.0000000	CY
0.00004469	162175.	3629089246.	24.3796458	0.0010895	-0.0034687	3.5192417	-60.0000000	CY
0.00004719	164245.	3480679183.	24.0432335	0.0011345	-0.0036786	3.6090680	-60.0000000	CY
0.00004969	165862.	3338111186.	23.7001011	0.0011776	-0.0038905	3.6907397	-60.0000000	CY
0.00005219	167312.	3205981217.	23.3784220	0.0012201	-0.0041031	3.7674043	-60.0000000	CY
0.00005469	168753.	3085766069.	23.0891722	0.0012627	-0.0043154	3.8405390	-60.0000000	CY
0.00005719	170085.	2974159042.	22.8126709	0.0013046	-0.0045285	3.9086598	-60.0000000	CY
0.00005969	171091.	2866453525.	22.5300802	0.0013448	-0.0047434	3.9703768	-60.0000000	CY
0.00006219	172057.	2766748993.	22.2701607	0.0013849	-0.0049582	4.0286887	-60.0000000	CY
0.00006469	173016.	2674643053.	22.0327032	0.0014252	-0.0051729	4.0838106	-60.0000000	CY
0.00006719	173949.	2589012035.	21.8058216	0.0014651	-0.0053880	4.1348950	-60.0000000	CY
0.00006969	174834.	2508826839.	21.5873734	0.0015044	-0.0056038	4.1819823	-60.0000000	CY
0.00007219	175541.	2431734580.	21.3717488	0.0015428	-0.0058204	4.2248326	-60.0000000	CY
0.00007469	176155.	2358557159.	21.1652309	0.0015808	-0.0060373	4.2641738	-60.0000000	CY
0.00007719	176763.	2290049838.	20.9739603	0.0016189	-0.0062542	4.3006184	-60.0000000	CY
0.00007969	177346.	2225517787.	20.7864272	0.0016564	-0.0064717	4.3334362	-60.0000000	CY
0.00008219	177913.	2164716397.	20.6067142	0.0016936	-0.0066895	4.3630736	-60.0000000	CY
0.00008469	178474.	2107445281.	20.4392951	0.0017310	-0.0069072	4.3899103	-60.0000000	CY

Load No.	Axial Thrust kips	Nominal Mom. in-kip	Max. Comp. Strain	New LPile (USCS units).lp90		
0.00008719	179031.	2053399587.	20.2831343	0.0017684	-0.0071247	-60.0000000 CY
0.00008969	179567.	2002140112.	20.1358519	0.0018059	-0.0073422	-60.0000000 CY
0.00009219	180031.	1952874089.	19.9917854	0.0018430	-0.0075601	-60.0000000 CY
0.00009469	180400.	1905212259.	19.8448672	0.0018791	-0.0077791	-60.0000000 CY
0.00009719	180731.	1859614724.	19.6957326	0.0019142	-0.0079989	-60.0000000 CY
0.00009969	181059.	1816265292.	19.5554448	0.0019494	-0.0082187	-60.0000000 CY
0.0001022	181383.	1774998223.	19.4233720	0.0019848	-0.0084383	-60.0000000 CY
0.0001047	181702.	1735663549.	19.2989435	0.0020204	-0.0086578	-60.0000000 CY
0.0001072	182018.	1698124823.	19.1816517	0.0020560	-0.0088771	-60.0000000 CY
0.0001097	182327.	1662239125.	19.0714269	0.0020919	-0.0090962	-60.0000000 CY
0.0001122	182632.	1627918887.	18.9673249	0.0021279	-0.0093152	60.0000000 CY
0.0001147	182933.	1595059205.	18.8688401	0.0021640	-0.0095341	60.0000000 CY
0.0001172	183209.	1563387170.	18.7653124	0.0021991	-0.0097541	60.0000000 CY
0.0001197	183481.	1533002499.	18.6674339	0.0022343	-0.0099739	60.0000000 CY
0.0001222	183750.	1503837870.	18.5745564	0.0022696	-0.0101935	60.0000000 CY
0.0001247	183999.	1475685051.	18.4842745	0.0023048	-0.0104134	60.0000000 CY
0.0001272	184197.	1448232433.	18.3930919	0.0023394	-0.0106338	60.0000000 CY
0.0001297	184391.	1421807857.	18.3066641	0.0023741	-0.0108540	60.0000000 CY
0.0001322	184556.	1396165981.	18.2208632	0.0024086	-0.0110746	60.0000000 CY
0.0001347	184711.	1371401462.	18.1380289	0.0024430	-0.0112952	60.0000000 CY
0.0001372	184864.	1347526009.	18.0589524	0.0024775	-0.0115157	60.0000000 CY
0.0001522	185644.	1219840520.	17.6382168	0.0026843	-0.0128388	60.0000000 CY
0.0001672	186231.	1113905918.	17.3144773	0.0028948	-0.0141584	60.0000000 CY
0.0001822	186694.	1024737439.	17.0819119	0.0031121	-0.0154710	60.0000000 CYT
0.0001972	187048.	948577672.	16.8953699	0.0033316	-0.0167816	60.0000000 CYT
0.0002122	187184.	882164688.	16.7227481	0.0035484	-0.0180948	60.0000000 CYT
0.0002272	187207.	824020936.	16.5696720	0.0037644	-0.0194087	60.0000000 CYT
0.0002422	187207.	772984800.	16.6075930	0.0040222	-0.0206810	60.0000000 CYT

Summary of Results for Nominal (Unfactored) Moment Capacity for Section 1

Moment values interpolated at maximum compressive strain = 0.003 or maximum developed moment if pile fails at smaller strains.

Load No.	Axial Thrust kips	Nominal Mom. in-kip	Max. Comp. Strain
1	1037.000	186455.423	0.003000000

Note that the values of moment capacity in the table above are not factored by a strength reduction factor (phi-factor).

In ACI 318, the value of the strength reduction factor depends on whether the transverse reinforcing steel bars are tied hoops (0.65) or spirals (0.70).

The above values should be multiplied by the appropriate strength reduction factor to compute ultimate moment capacity according to ACI 318, Section 9.3.2.2 or the value required by the design standard being followed.

The following table presents factored moment capacities and corresponding bending stiffnesses computed for common resistance factor values used for reinforced concrete sections.

Axial Load No.	Resist. Factor for Moment	Nominal Moment Cap in-kips	Ult. (Fac) Ax. Thrust kips	Ult. (Fac) Moment Cap in-kips	Bend. Stiff. at Ult Mom kip-in ²
1	0.65	186455.	674.050000	121196.	4.9824E+09
1	0.70	186455.	725.900000	130519.	4.8592E+09
1	0.75	186455.	777.750000	139842.	4.7428E+09

Layering Correction Equivalent Depths of Soil & Rock Layers

Layer No.	Top of Layer Below Pile Head ft	Equivalent Top Depth Below Grnd Surf ft	Same Layer Type Above	Layer is Rock or Below Rock Layer	F0 Integral for Layer lbs	F1 Integral for Layer lbs
1	0.00	0.00	N.A.	NO	0.00	323.8679
2	4.2500	0.3005	NO	NO	323.8679	66927.
3	6.0000	2.0505	YES	NO	67251.	117625.
4	8.0000	4.0505	YES	NO	184876.	714075.
5	14.5000	10.5505	YES	NO	898951.	924499.
6	19.5000	15.5505	YES	NO	1823450.	1472404.
7	24.5000	20.5505	YES	NO	3295854.	1628374.
8	29.5000	25.5505	YES	NO	4924228.	1891580.
9	34.5000	30.5505	YES	NO	6815808.	175882.
10	35.0000	31.0505	YES	NO	6991690.	1679666.
11	39.5000	35.5505	YES	NO	8671356.	2182600.
12	44.5000	40.5505	YES	NO	1.09E+07	2013554.
13	49.5000	45.5505	YES	NO	1.29E+07	2727837.
14	54.5000	50.5505	YES	NO	1.56E+07	2650281.
15	59.5000	59.5000	NO	NO	1.82E+07	306000.
16	64.5000	61.6555	NO	NO	1.86E+07	N.A.

Notes: The F0 integral of Layer n+1 equals the sum of the F0 and F1 integrals for Layer n. Layering correction equivalent depths are computed only for soil types with both shallow-depth and deep-depth expressions for peak lateral load transfer. These soil types are soft and stiff clays, non-liquefied sands, and cemented c-phi soil.

Computed Values of Pile Loading and Deflection for Lateral Loading for Load Case Number 1

Pile-head conditions are Shear and Moment (Loading Type 1)

New LPile (USCS units).1p90

Shear force at pile head
Applied moment at pile head
Axial thrust load on pile head

= 122000.0 lbs
= 732000.0 in-lbs
= 1037000.0 lbs

Depth X feet	Deflect. y inches	Bending Moment in-lbs	Shear Force lbs	Slope S radians	Total Stress psi*	Bending stiffness in-lb/Δ	Soil Res. p lb/inch	Soil Spr. Es* lb/inch	Distrib. Lat. Load lb/inch
0.00	0.2499	732000.	122000.	-6.19E-04	0.00	2.51E+13	-0.3888	6.3471	0.00
0.6800	0.2449	1732740.	121994.	-6.18E-04	0.00	2.51E+13	-1.1586	38.6042	0.00
1.3600	0.2399	2733399.	121984.	-6.17E-04	0.00	2.51E+13	-1.1506	39.1433	0.00
2.0400	0.2348	3733973.	121975.	-6.16E-04	0.00	2.51E+13	-1.1425	39.7008	0.00
2.7200	0.2298	4734461.	121966.	-6.15E-04	0.00	2.51E+13	-1.1343	40.2775	0.00
3.4000	0.2248	5734861.	121956.	-6.13E-04	0.00	2.51E+13	-1.1259	40.8740	0.00
4.0800	0.2198	6735170.	121947.	-6.11E-04	0.00	2.51E+13	-1.1175	41.4913	0.00
4.7600	0.2148	7735385.	120941.	-6.09E-04	0.00	2.51E+13	-245.3929	9322.	0.00
5.4400	0.2098	8719240.	118822.	-6.06E-04	0.00	2.51E+13	-273.9748	10654.	0.00
6.1200	0.2049	9684828.	116477.	-6.03E-04	0.00	2.51E+13	-300.9722	11985.	0.00
6.8000	0.2000	1.06E+07	113917.	-6.00E-04	0.00	2.51E+13	-326.4004	13317.	0.00
7.4800	0.1951	1.16E+07	111156.	-5.96E-04	0.00	2.51E+13	-350.2766	14649.	0.00
8.1600	0.1903	1.25E+07	108207.	-5.92E-04	0.00	2.51E+13	-372.6194	15981.	0.00
8.8400	0.1854	1.33E+07	105081.	-5.88E-04	0.00	2.51E+13	-393.4487	17312.	0.00
9.5200	0.1807	1.42E+07	101792.	-5.84E-04	0.00	2.51E+13	-412.7862	18644.	0.00
10.2000	0.1759	1.50E+07	98351.	-5.79E-04	0.00	2.51E+13	-430.6545	19976.	0.00
10.8800	0.1712	1.58E+07	94769.	-5.74E-04	0.00	2.51E+13	-447.0778	21307.	0.00
11.5600	0.1666	1.66E+07	91060.	-5.69E-04	0.00	2.51E+13	-462.0814	22639.	0.00
12.2400	0.1619	1.73E+07	87234.	-5.63E-04	0.00	2.51E+13	-475.6917	23971.	0.00
12.9200	0.1574	1.80E+07	83302.	-5.58E-04	0.00	2.51E+13	-487.9363	25303.	0.00
13.6000	0.1528	1.87E+07	79276.	-5.52E-04	0.00	2.51E+13	-498.8436	26634.	0.00
14.2800	0.1484	1.93E+07	75166.	-5.45E-04	0.00	2.51E+13	-508.4431	27966.	0.00
14.9600	0.1439	1.99E+07	70984.	-5.39E-04	0.00	2.51E+13	-516.7651	29298.	0.00
15.6400	0.1396	2.05E+07	66738.	-5.33E-04	0.00	2.51E+13	-523.8406	30629.	0.00
16.3200	0.1352	2.10E+07	62440.	-5.26E-04	0.00	2.51E+13	-529.7013	31961.	0.00
17.0000	0.1310	2.15E+07	58098.	-5.19E-04	0.00	2.51E+13	-534.3795	33293.	0.00
17.6800	0.1268	2.19E+07	53723.	-5.12E-04	0.00	2.51E+13	-537.9081	34625.	0.00
18.3600	0.1226	2.24E+07	49324.	-5.05E-04	0.00	2.51E+13	-540.3204	35956.	0.00
19.0400	0.1185	2.28E+07	44910.	-4.97E-04	0.00	2.51E+13	-541.6501	37288.	0.00
19.7200	0.1145	2.31E+07	40489.	-4.90E-04	0.00	2.51E+13	-541.9310	38620.	0.00
20.4000	0.1105	2.34E+07	36069.	-4.82E-04	0.00	2.51E+13	-541.1973	39951.	0.00
21.0800	0.1066	2.37E+07	31660.	-4.75E-04	0.00	2.51E+13	-539.4833	41283.	0.00
21.7600	0.1028	2.40E+07	27269.	-4.67E-04	0.00	2.51E+13	-536.8232	42615.	0.00
22.4400	0.09901	2.42E+07	22903.	-4.59E-04	0.00	2.51E+13	-533.2515	43946.	0.00
23.1200	0.09530	2.43E+07	18570.	-4.51E-04	0.00	2.51E+13	-528.8023	45278.	0.00
23.8000	0.09165	2.45E+07	14276.	-4.43E-04	0.00	2.51E+13	-523.5095	46610.	0.00
24.4800	0.08807	2.46E+07	10029.	-4.35E-04	0.00	2.51E+13	-517.4070	47942.	0.00
25.1600	0.08455	2.46E+07	5835.	-4.27E-04	0.00	2.51E+13	-510.5283	49273.	0.00
25.8400	0.08109	2.47E+07	1701.	-4.19E-04	0.00	2.51E+13	-502.9063	50605.	0.00
26.5200	0.07770	2.47E+07	-2369.	-4.11E-04	0.00	2.51E+13	-494.5736	51937.	0.00
27.2000	0.07438	2.47E+07	-6368.	-4.03E-04	0.00	2.51E+13	-485.5624	53268.	0.00
27.8800	0.07112	2.46E+07	-10291.	-3.95E-04	0.00	2.51E+13	-475.9040	54600.	0.00
28.5600	0.06793	2.45E+07	-14132.	-3.87E-04	0.00	2.51E+13	-465.6294	55932.	0.00
29.2400	0.06480	2.44E+07	-17888.	-3.79E-04	0.00	2.51E+13	-454.7687	57264.	0.00
29.9200	0.06174	2.42E+07	-21552.	-3.71E-04	0.00	2.51E+13	-443.3511	58595.	0.00
30.6000	0.05874	2.40E+07	-25121.	-3.64E-04	0.00	2.51E+13	-431.4054	59927.	0.00

	New LPile (USCS units).1p90								
31.2800	0.05581	2.38E+07	-28590.	-3.56E-04	0.00	2.51E+13	-418.9590	61259.	0.00
31.9600	0.05294	2.36E+07	-31956.	-3.48E-04	0.00	2.51E+13	-406.0389	62590.	0.00
32.6400	0.05013	2.33E+07	-35215.	-3.40E-04	0.00	2.51E+13	-392.6708	63922.	0.00
33.3200	0.04738	2.30E+07	-38363.	-3.33E-04	0.00	2.51E+13	-378.8795	65254.	0.00
34.0000	0.04469	2.27E+07	-41397.	-3.26E-04	0.00	2.51E+13	-364.6888	66586.	0.00
34.6800	0.04207	2.23E+07	-44313.	-3.18E-04	0.00	2.51E+13	-350.1215	67917.	0.00
35.3600	0.03950	2.19E+07	-47109.	-3.11E-04	0.00	2.51E+13	-335.1991	69249.	0.00
36.0400	0.03699	2.16E+07	-49782.	-3.04E-04	0.00	2.51E+13	-319.9421	70581.	0.00
36.7200	0.03454	2.11E+07	-52329.	-2.97E-04	0.00	2.51E+13	-304.3698	71912.	0.00
37.4000	0.03214	2.07E+07	-54748.	-2.90E-04	0.00	2.51E+13	-288.5002	73244.	0.00
38.0800	0.02980	2.02E+07	-57037.	-2.84E-04	0.00	2.51E+13	-272.3504	74576.	0.00
38.7600	0.02751	1.98E+07	-59192.	-2.77E-04	0.00	2.51E+13	-255.9360	75908.	0.00
39.4400	0.02528	1.93E+07	-61213.	-2.71E-04	0.00	2.51E+13	-239.2713	77239.	0.00
40.1200	0.02309	1.88E+07	-63096.	-2.65E-04	0.00	2.51E+13	-222.3696	78571.	0.00
40.8000	0.02096	1.83E+07	-64841.	-2.59E-04	0.00	2.51E+13	-205.2428	79903.	0.00
41.4800	0.01887	1.77E+07	-66445.	-2.53E-04	0.00	2.51E+13	-187.9015	81234.	0.00
42.1600	0.01684	1.72E+07	-67906.	-2.47E-04	0.00	2.51E+13	-170.3551	82566.	0.00
42.8400	0.01484	1.66E+07	-69224.	-2.42E-04	0.00	2.51E+13	-152.6116	83898.	0.00
43.5200	0.01289	1.61E+07	-70396.	-2.36E-04	0.00	2.51E+13	-134.6780	85230.	0.00
44.2000	0.01099	1.55E+07	-71421.	-2.31E-04	0.00	2.51E+13	-116.5597	86561.	0.00
44.8800	0.00912	1.49E+07	-72298.	-2.26E-04	0.00	2.51E+13	-98.2612	87893.	0.00
45.5600	0.00730	1.43E+07	-73024.	-2.21E-04	0.00	2.51E+13	-79.7855	89225.	0.00
46.2400	0.00551	1.37E+07	-73599.	-2.17E-04	0.00	2.51E+13	-61.1347	90556.	0.00
46.9200	0.00376	1.31E+07	-74021.	-2.13E-04	0.00	2.51E+13	-42.3095	91888.	0.00
47.6000	0.00204	1.25E+07	-74289.	-2.08E-04	0.00	2.51E+13	-23.3094	93220.	0.00
48.2800	3.57E-04	1.19E+07	-74401.	-2.04E-04	0.00	2.51E+13	-4.1330	94552.	0.00
48.9600	-0.00130	1.13E+07	-74356.	-2.01E-04	0.00	2.51E+13	15.2224	95883.	0.00
49.6400	-0.00292	1.07E+07	-74152.	-1.97E-04	0.00	2.51E+13	34.7605	97215.	0.00
50.3200	-0.00451	1.01E+07	-73788.	-1.94E-04	0.00	2.51E+13	54.4859	98547.	0.00
51.0000	-0.00608	9487036.	-73262.	-1.91E-04	0.00	2.51E+13	74.4044	99878.	0.00
51.6800	-0.00762	8893297.	-72572.	-1.88E-04	0.00	2.51E+13	94.5225	101210.	0.00
52.3600	-0.00914	8305827.	-71718.	-1.85E-04	0.00	2.51E+13	114.8477	102542.	0.00
53.0400	-0.01064	7725981.	-70697.	-1.82E-04	0.00	2.51E+13	135.3882	103874.	0.00
53.7200	-0.01211	7155129.	-69508.	-1.80E-04	0.00	2.51E+13	156.1532	105205.	0.00
54.4000	-0.01357	6594655.	-68148.	-1.77E-04	0.00	2.51E+13	177.1524	106537.	0.00
55.0800	-0.01501	6045959.	-66616.	-1.75E-04	0.00	2.51E+13	198.3960	107869.	0.00
55.7600	-0.01643	5510456.	-64909.	-1.74E-04	0.00	2.51E+13	219.8950	109200.	0.00
56.4400	-0.01784	4989580.	-63026.	-1.72E-04	0.00	2.51E+13	241.6608	110532.	0.00
57.1200	-0.01924	4484782.	-60964.	-1.70E-04	0.00	2.51E+13	263.7052	111864.	0.00
57.8000	-0.02062	3997530.	-58721.	-1.69E-04	0.00	2.51E+13	286.0402	113196.	0.00
58.4800	-0.02199	3529313.	-56295.	-1.68E-04	0.00	2.51E+13	308.6782	114527.	0.00
59.1600	-0.02336	3081640.	-53682.	-1.67E-04	0.00	2.51E+13	331.6315	115859.	0.00
59.8400	-0.02471	2656041.	-50568.	-1.66E-04	0.00	2.51E+13	431.5579	142499.	0.00
60.5200	-0.02606	2259170.	-47015.	-1.65E-04	0.00	2.51E+13	439.2683	137539.	0.00
61.2000	-0.02740	1891541.	-43401.	-1.64E-04	0.00	2.51E+13	446.6846	133009.	0.00
61.8800	-0.02874	1533650.	-39727.	-1.64E-04	0.00	2.51E+13	453.8361	128849.	0.00
62.5600	-0.03007	1245974.	-35995.	-1.63E-04	0.00	2.51E+13	460.7481	125011.	0.00
63.2400	-0.03141	968974.	-32208.	-1.63E-04	0.00	2.51E+13	467.4422	121456.	0.00
63.9200	-0.03273	723095.	-28367.	-1.63E-04	0.00	2.51E+13	473.9376	118149.	0.00
64.6000	-0.03406	508772.	-24279.	-1.62E-04	0.00	2.51E+13	528.0425	126513.	0.00
65.2800	-0.03538	329608.	-19863.	-1.62E-04	0.00	2.51E+13	554.3498	127844.	0.00
65.9600	-0.03671	187355.	-15230.	-1.62E-04	0.00	2.51E+13	581.0755	129176.	0.00
66.6400	-0.03803	83792.	-10378.	-1.62E-04	0.00	2.51E+13	608.2253	130508.	0.00
67.3200	-0.03935	20729.	-5302.	-1.62E-04	0.00	2.51E+13	635.8033	131839.	0.00
68.0000	-0.04067	0.00	0.00	-1.62E-04	0.00	2.51E+13	663.8122	66586.	0.00

* This analysis computed pile response using nonlinear moment-curvature relationships. Values of total stress due to combined axial and bending stresses are computed only for elastic sections only and do not equal the actual stresses in concrete and steel. Stresses in concrete and steel may be interpolated from the output for nonlinear bending properties relative to the magnitude of bending moment developed in the pile.

Output Summary for Load Case No. 1:

Pile-head deflection = 0.24994172 inches
 Computed slope at pile head = -0.00061858 radians
 Maximum bending moment = 24682443. inch-lbs
 Maximum shear force = 122000. lbs
 Depth of maximum bending moment = 26.52000000 feet below pile head
 Depth of maximum shear force = 0.000000 feet below pile head
 Number of iterations = 8
 Number of zero deflection points = 1

 Summary of Pile-head Responses for Conventional Analyses

Definitions of Pile-head Loading Conditions:

Load Type 1: Load 1 = Shear, V, lbs, and Load 2 = Moment, M, in-lbs
 Load Type 2: Load 1 = Shear, V, lbs, and Load 2 = Slope, S, radians
 Load Type 3: Load 1 = Shear, V, lbs, and Load 2 = Rot. Stiffness, R, in-lbs/rad.
 Load Type 4: Load 1 = Top Deflection, y, inches, and Load 2 = Moment, M, in-lbs
 Load Type 5: Load 1 = Top Deflection, y, inches, and Load 2 = Slope, S, radians

Load Case No.	Load Type	Pile-head Load 1	Load Type 2	Pile-head Load 2	Axial Loading lbs	Pile-head Deflection inches	Pile-head Rotation radians	Max Shear in Pile lbs	Max Moment in Pile in-lbs
1	V, lb	122000.	M, in-lb	732000.	1037000.	0.2499	-6.19E-04	122000.	2.47E+07

Maximum pile-head deflection = 0.2499417228 inches
 Maximum pile-head rotation = -0.0006185766 radians = -0.035442 deg.

The analysis ended normally.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00019

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE AMENDMENT NUMBER 2

RECOMMENDATION:

That City Council authorize the Mayor to execute Amendment Number 2 of the Rental Car Concession Agreement and Real Property Lease at the Pensacola International Airport extending the agreement for another five-year term. Further, that City Council authorize the Mayor to take all necessary actions to execute Amendment Number 2.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola International Airport has six on-airport rental car concession counters in the passenger terminal, four full-service facility sites and one quick-turn-around service site. Currently, the six terminal counters are occupied by Hertz, Avis/Budget, Enterprise, Dollar/Thrifty, Alamo/National and Payless. The four full-service facility sites are occupied by Hertz, Avis/Budget/Payless (Avis Budget Group owns Payless), Enterprise/Alamo/National (Enterprise Holdings owns Alamo and National), and Dollar/Thrifty. These concessionaires provide rental car services to the individuals utilizing Pensacola International Airport; renting or leasing motor vehicles to the public seven days a week during the hours in which there are scheduled airline operations.

For the privilege of conducting business from the Airport, the concessionaires are required to pay the City a minimum annual guarantee (based on a percentage of their previous year's revenue, with the minimum annual guarantee not being less than \$100,000) or ten percent of their gross revenue, whichever amount is greater. The concessionaires also pay for their terminal counter/office area, pay ground rent on their service facility site, and pay a customer facility charge for the use of the parking garage and service facility.

The current Rental Car Concession Agreement was developed and approved in 2009, with an expiration date of July 2014. Given that over ninety-four percent of all rental car concessionaires were operating at the Pensacola International Airport in 2014, and given the industry-standard payment structure contained in the original agreement, no benefit could have been derived from advertising the concessions, and no new entrants to the

market could have been attracted. Therefore, in lieu of advertising concession documents that would be identical to those already in place, Mayor Hayward executed a five-year extension with each rental car concessionaire beginning August 1, 2014 and ending July 31, 2019.

The existing agreement was reviewed by Airport Staff, outside consultants, and representatives from the rental car industry. As was the case in 2014, there have been no changes to the rental car industry that would necessitate revisions other than updating the rental rate for the service facilities and providing for the replacement of certain items in the service facilities. Additionally, given the consolidations that have taken place in the industry, there would be no new entrants that could realistically be attracted. Therefore, it is recommended to again extend the current agreement for an additional five-years (August 1, 2019 - July 31, 2024). All concessionaires are in concurrence with this approach as is the Federal Aviation Administration.

PRIOR ACTION:

July 9, 2009 - City Council awarded a five-year Rental Car Concession Agreement beginning August 1, 2009 and ending July 31, 2014.

October 2014 - Mayor Hayward executed Amendment Number 1, extending the Rental Car Concession Agreement with each concessionaire for another five-year term beginning August 1, 2014 and ending July 31, 2019.

FUNDING:

N/A

FINANCIAL IMPACT:

Fiscal Year 2019 Rental Car Concession Revenues are budgeted at \$3,400,000 and Rental Car Service Facility Revenues are budgeted at \$2,400,000. Rental Car Concession Revenues have averaged approximately \$3.56 million per year since Fiscal Year 2014. Additionally, Rental Car Service Facility Revenues have averaged approximately \$3.4 million per year to pay for the ongoing maintenance and debt services of the parking garage and service facilities.

CITY ATTORNEY REVIEW: Yes

1/24/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Rental Car Concession Agreement and Real Property Lease Amendment Number 2

PRESENTATION: No

AMENDMENT NUMBER 2

RENTAL CAR CONCESSION AGREEMENT

AND

REAL PROPERTY LEASE

BETWEEN

(Insert Company Name)

AND

CITY OF PENSACOLA, FLORIDA

PENSACOLA INTERNATIONAL AIRPORT

AMENDMENT NUMBER 2
RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE

THIS AMENDMENT NO. 2 TO RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE (hereinafter referred to as this "Amendment No. 2") is made and entered into this ____ day of _____, 20__ by and between the **CITY OF PENSACOLA**, a municipal corporation of the State of Florida with the address of 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as "City") and (Insert Company Name), a (Insert State of Incorporation) corporation authorized to do business in the State of Florida (hereinafter referred to as "Concessionaire"). (Each at times referred to as a "party" or collectively as "parties").

WITNESSETH:

WHEREAS, City and Concessionaire have entered into a certain Rental Car Concession Agreement and Real Property Lease dated November 24, 2009, as amended by that certain Amendment No. 1 dated _____, 2014 (hereinafter collectively referred to as the "Agreement");

WHEREAS, the Agreement expires July 31, 2019, and the City has determined that it is in the best interest of the Airport to update the Service Facilities Ground Rent and extend the term of the Agreement; and

WHEREAS, the Concessionaire has determined that it wishes to extend the term of the Agreement for an additional five years; and

WHEREAS, parties hereby agree to the terms and condition added to the Agreement by this Amendment No. 2;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that the Agreement shall be amended as follows:

1. EXTEND TERM THROUGH JULY 31, 2024

In Article 2 "Term", the section titled "Duration" is hereby deleted in its entirety and the following inserted in lieu thereof:

"Duration

The Term of this Agreement shall commence at midnight (12:00 a.m.) on August 1, 2019 (the commencement date) and shall terminate at 11:59 p.m. on July 31, 2024, subject to earlier termination pursuant to the terms and conditions of this Agreement."

2. REVISED: ARTICLE 6 RENTALS, FEES, AND CHARGES AND REQUIRED REPORTS

In Article 6 “Rentals, Fees, and Charges and Required Reports”, the section titled “Service Facility Ground Rent” is hereby deleted in its entirety and the following inserted in lieu thereof:

“Service Facility Ground Rent

Effective August 1, 2019 and continuing to the end of the term of this Agreement, for the Service Facilities shown on Exhibit A-3 the annual Ground Rent is \$233,000 per year. The \$233,000 is the prior period's Ground Rent of \$215,000 increased by the change in the Consumer Price Index from FY 2014 to FY 2019. Effective August 1, 2019, the Ground Rent for each Service Facility is as follows:

<u>Facility</u>	<u>Acres</u>	<u>Annual Ground Rent</u>
Service Facility No. 1	3.08	\$60,000
Service Facility No. 2	2.12	41,000
Service Facility No. 3	3.10	60,000
Service Facility No. 4	2.11	41,000
Service Facility No. 5	1.60	31,000
Total	12.01	\$233,000

The Service Facility Ground Rent is payable to the City monthly in advance and without demand on the first day of each calendar month.”

3. REVISED: ARTICLE 6 RENTALS, FEES, AND CHARGES AND REQUIRED REPORTS

In Article 6 “Rentals, Fees, and Charges and Required Reports”, the first paragraph of the section titled “Privilege Fee” is hereby deleted in its entirety and the following inserted in lieu thereof:

“In addition to the other fees, rents, and charges described in this Agreement, the Concessionaire shall pay to the City, without deduction or set-off, for the privilege of operating its rental car concession from the Airport, the Minimum Annual Guarantee or ten percent (10%) of the Concessionaire's month Gross Revenue for each brand, whichever is greater, for each month during of the Term hereof.”

4. ARTICLE 15 GENERAL PROVISIONS

Article 15 “General Provisions” is hereby amended to add the following clause:

Public Records Laws

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

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

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida

Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

5. RENTAL CAR SERVICE FACILITIES RENEWALS AND REPLACEMENTS

At such time as this Amendment No. 2 is fully executed by the City and all rental car concessionaires have executed similar amendments to their respective agreements with the City, the City shall undertake the renewal and replacement of certain equipment and improvements in the Rental Car Service Facilities. Using the proceeds of the Airport's Customer Facility Charge (CFC) to fund renewals and replacements, the City will:

- Replace the carwash units located at Sites 1-4.
- Replace the vacuum units located at Sites 1-4.
- Replace the lights and poles throughout the Service Facilities area.
- Install a card reader at Service Site 5.
- Perform general pavement repair in the Service Facilities area.

The following table shows the allowances established for the renewals and replacements to be undertaken by the City and paid for with CFC proceeds.

FY 2019 Renewal and Replacement Program				
Rental Car Service Facilities				
Pensacola International Airport				
Item	Location	Equipment	Installation and Contingencies	Total
Renewal and Replacement Allowances				
Replace Carwash	Sites 1-4	\$ 400,000	\$ 200,000	\$ 600,000
Replace Vacuum	Sites 1-4	180,000	90,000	270,000
Lights and Poles	Sites 1-5	177,000	89,000	266,000
Card Reader	Site #5 Gate	6,000	4,000	10,000
Pavement Repair Allowance	All	-	-	400,000
Total		\$ 763,000	\$ 383,000	\$ 1,546,000

If the actual cost of renewal and replacements is more or less than the amount shown above, the actual cost will be paid by CFC proceeds.

* * * * *

Except as amended above, all other terms and conditions of the Agreement not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the Rental Car Concession Agreement and Real Property Lease as of the day and year first above written.

Attest: The City of Pensacola, Florida

Ericka Burnett, City Clerk

By: _____
Grover C. Robinson, IV, Mayor

Witness: (Insert Company Name)

By: _____

Name

Title: _____

Name

Approved As To Content:

Legal in Form and Valid as: Drawn:

Airport Director

City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00047

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AIRPORT - ECKO AIR, LLC CONSENT TO SUBLEASE TO BLUE AIR TRAINING LLC

RECOMMENDATION:

That City Council authorize the Mayor to execute written consent allowing ECKO Air, LLC to sublease portions of its Leased Premises to Blue Air Training LLC. Further, that City Council authorize the Mayor to take all necessary actions to execute the written consent.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In operation since 2004, ECKO Air leases approximately 28,840 square feet of land on which they constructed a hangar and office facility. During this time ECKO has subleased the area to a number of firms to provide specialized aviation services to the general aviation community. The hangar/office has been used for an aircraft avionics shop, an aircraft maintenance and repair facility, and a flight training facility. The hangar is currently vacant.

ECKO Air, LLC contacted Airport Staff requesting approval to sublease the facility to Blue Air Training LLC. Blue Air Training provides specialized contract training services to the United States Military and will use the area to house and maintain their aircraft.

Article XXXIII of the lease agreement requires written consent of the City for any sublease. The Consent By Lessor Document provides the required written consent without granting rights not contained in the original lease as amended. A separate Operating Permit between the City and Blue Air Training LLC will be executed in order to provide the financial framework for Blue Air Training LLC to operate at the Airport.

PRIOR ACTION:

July 22, 2004 - City Council approved the lease agreement and operating permit with ECKO Air, LLC.

September 27, 2012 - City Council approves sublease to Heli-Works, LLC / Dyncorp International.

January 31, 2017 - Mayor approves sublease to Resicum.

FUNDING:

N/A

FINANCIAL IMPACT:

ECKO Air, LLC will continue lease payments to the Airport. Blue Air Training LLC will pay a \$250 annual operating permit fee.

CITY ATTORNEY REVIEW: Yes

1/24/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Consent By Lessor to ECKO Air LLC

PRESENTATION: No

CONSENT BY LESSOR

THE CITY OF PENSACOLA, as lessor in the lease agreement between the City of Pensacola and ECKO Air, LLC dated August 8, 2004, does hereby consent to the foregoing sublease agreement between ECKO Air, LLC and Blue Air Training LLC.

This Consent is given to solely satisfy any consent requirement contained in the original lease as amended to date, and shall in no way be construed as granting rights not contained in the original lease as amended, or enlarging, altering, modifying or amending those rights contained in the original lease as amended to date.

Executed this _____ day of _____, 20 ____.

ATTEST:

**City of Pensacola, Florida, a
Municipal Corporation**

By: _____
Ericka Burnett
City Clerk

By: _____
Grover C. Robinson, IV
Mayor

Approved as to Content:

Airport Director

Legal in Form and Valid as Drawn:

City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00065

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Andy Terhaar

SUBJECT:

APPOINTMENT - WEST FLORIDA PUBLIC LIBRARY BOARD OF GOVERNANCE

RECOMMENDATION:

That City Council appoint one individual, who is an elector of Escambia County, to the West Florida Public Library Board of Governance for a term of two years, expiring February 28, 2021.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This Board is responsible for establishing policy, overseeing the library's finances and approving the library system's annual budget, and ensuring that adequate funds are available to finance the budget. The Board also oversees the library director and is responsible for understanding the library's mission, programs, and services delivered to the community.

The following has been nominated:

Nominee

Nominated by

Bradley Vinson

Hill

PRIOR ACTION:

City Council makes appointments to this board biennially.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Nomination Form - Bradley Vinson
- 2) Application of Interest - Bradley Vinson

PRESENTATION: No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Ann Hill, do nominate Bradley Vinson
(Nominee)

1503 E. Jackson St 32501 850-292-7029
(Home Address) (Phone)

West Pensacola Elem. School, 801 N. 49th 32506
(Business Address) (Phone)

boo_737@yahoo.com City Resident: YES NO
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**MEMBER
WEST FLORIDA PUBLIC LIBRARY BOARD OF GOVERNANCE**

Provide a brief description of nominee's qualifications:

Bradley has 20 years of experience in various library and community roles (professionally and as a volunteer) to support and expand the mission, programs and services of The public library system.

Ann Hill
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
Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Monday, January 28, 2019 4:10 PM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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 Bradley Vinson

Home Address 1503 E Jackson St Pensacola, FL 32501

Business Address West Pensacola Elementary 801 N 49th Ave Pensacola, FL 32506

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

Preferred Contact Phone Number(s) 850-292-7029

Email Address boo_737@yahoo.com

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 4

If yes, how long have you been a City resident? 15 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: West Florida Public Library Board of Governance

Please list the reasons for your interest in this position: I would like to utilize my 20 years of experience in various library and community roles (professionally and as a volunteer) to support and expand the mission, programs, and services of the public library system.

Do you currently serve on a board? No

If yes, which board(s)? NA

Do you currently hold a public office? No

If so, what office? NA

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.](#)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00066

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Andy Terhaar

SUBJECT:

APPOINTMENTS - BOARD OF TRUSTEES - POLICE OFFICERS' RETIREMENT FUND

RECOMMENDATION:

That City Council appoint two residents of the City to the Board of Trustees, Police Officers' Retirement Fund for a term of two years, expiring December 31, 2020.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This Board oversees administration of the Police Pension Fund and investment of pension funds. The board is composed of five members, two appointed by City Council, two elected by police officers and one appointed by the other four members.

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

<u>Nominee</u>	<u>Nominated by</u>
Bryan Ball	Incumbent
Stephanie Taylor	Incumbent

PRIOR ACTION:

City Council appoints members 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 - Bryan Ball
- 3) Application of Interest - Stephanie Taylor
- 4) Ballot

PRESENTATION: No

Board of Trustees - Police Officers' Retirement Fund

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Ball, Bryan		Council	2	2018	12/31/2018	1/12/2017	2	replaced Richard Peterson
Bradley, Patrick	Police	elected-police officers	1	2018	6/1/2019	4/17/2015	2	replaced Rodney Eagerton
Randle, Rodney C.		Other 4 Members	2	2018	12/31/2018	2/11/2010	2	Replaced Stephen Bartlett
Taylor, Stephanie	Attorney	Council	2	2018	12/31/2018	12/16/2010	2	Replaced Craig Smith
Thompson, Shawn	Police	elected-police officers	1	2018	6/1/2019	8/27/2014	2	replaced Shawn Dockery (unexpired term)

Term Length: TWO YEAR TERMS

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

Ericka Burnett

From: noreply@civicplus.com
Sent: Monday, February 4, 2019 11:33 AM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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(Section Break)

Personal Information

Name Stephanie A Taylor

Home Address 648 East Romana Street pensacola, FL 32502

Business Address 1700 West Main Street, Suite 100 Pensacola, FL 32502

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

Preferred Contact Phone Number(s) 8507769194

Email Address staylor@twwlawfirm.com

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	14 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Police Pension
Please list the reasons for your interest in this position:	I have been a member for several years and enjoy contributing to the community and exercising my civic duties.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Police Pension
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	<i>Field not completed.</i>
Race	<i>Field not completed.</i>
Physically Disabled	<i>Field not completed.</i>

(Section Break)

Acknowledgement of Terms I accept these terms.

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

Ballot – **Board of Trustees - Police Officers' Retirement Fund**

February 14, 2019

Two year term expiring December 31, 2020

Member

_____ Bryan Ball

_____ Stephanie Taylor

Vote for Two

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00067

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Andy Terhaar

SUBJECT:

APPOINTMENT - BOARD OF TRUSTEES - FIREMEN'S RELIEF AND PENSION FUND

RECOMMENDATION:

That City Council appoint a resident of the City to the Board of Trustees, Firemen's Relief and Pension Fund for a term of two years, expiring December 31, 2020.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

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

Nominee

Nominated by

Veronica Dias

Incumbent

PRIOR ACTION:

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

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

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

PRESENTATION: No

Board of Trustees - Firemen's Relief and Pension Fund

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Barnes, Jeri		other four members	0	2018	12/31/2018	7/16/2015	2	replaced Debbie O'Neil
Dias, Veronica	Investment Banker	Council	4	2018	12/31/2018	10/8/2009	2	replaced Robert G. Holmes
Horton, Sr., Samuel A.	Retired	Council	15	2018	12/31/2019	12/18/1986	2	
McCombs, Joseph	Firefighter	elected by firefighters	0	2018	12/31/2019	1/17/2019	2	elected to fill unexpired term of Charles Walters
Wilmoth, Jeff	Fire Lieutenant	elected by firefighters	0	2018	12/31/2018	5/22/2017	2	replaced Mark Snyder

Term Length: TWO YEAR TERMS

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

Ericka Burnett

From: noreply@civicplus.com
Sent: Friday, February 1, 2019 2:43 PM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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(Section Break)

Personal Information

Name Veronica Dias

Home Address 1227 E Jackson St Pensacola, FL 32501

Business Address CenterState Bank 4920 Bayou Blvd Pensacola, FL 32503

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

Preferred Contact Phone Number(s) 8507238402

Email Address veronicadiaz9599@gmail.com

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 1

If yes, how long have you been a City resident? 24 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Fireman's Pension Board of Trustees

Please list the reasons for your interest in this position: Provide my services as a civic contribution

Do you currently serve on a board? Yes

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

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Female

Race Hispanic-American

Physically Disabled No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

Ballot – **Board of Trustees, Firemen’s Relief and Pension Fund**

February 14, 2019

Two year term expiring December 30, 2020

Member

_____ Veronica Dias

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00045

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING: REQUEST FOR FUTURE LAND USE AND ZONING MAP AMENDMENT - AIRPORT ANNEXED PARCELS

RECOMMENDATION:

That City Council conduct a public hearing on February 14, 2019 to consider the request to amend the City's Future Land Use Map and Zoning Map for recently annexed parcels owned by Pensacola International Airport.

HEARING REQUIRED: Public

SUMMARY:

Pensacola International Airport is requesting to rezone the City-owned properties included in the adoption of Ordinance No. 14-18, which annexed these parcels into the City limits. This request is to rezone the parcels from County zoning to ARZ, Airport Restricted Zoning District. This request also requires a Future Land Use Map (FLUM) Amendment to A, Airport. The zoning district and FLUM designation were previously under the jurisdiction of Escambia County. Since the properties now lie within the jurisdictional boundary of the City of Pensacola, the applicable zoning district and FLUM designation need to be established.

On January 8, 2019, the Planning Board unanimously recommended approval of the proposed Future Land Use Map and Zoning Map amendment.

PRIOR ACTION:

December 13, 2018 - City Council adopted Ordinance No. 14-18 annexing subject parcels owned by the Pensacola International Airport.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

1/28/2019

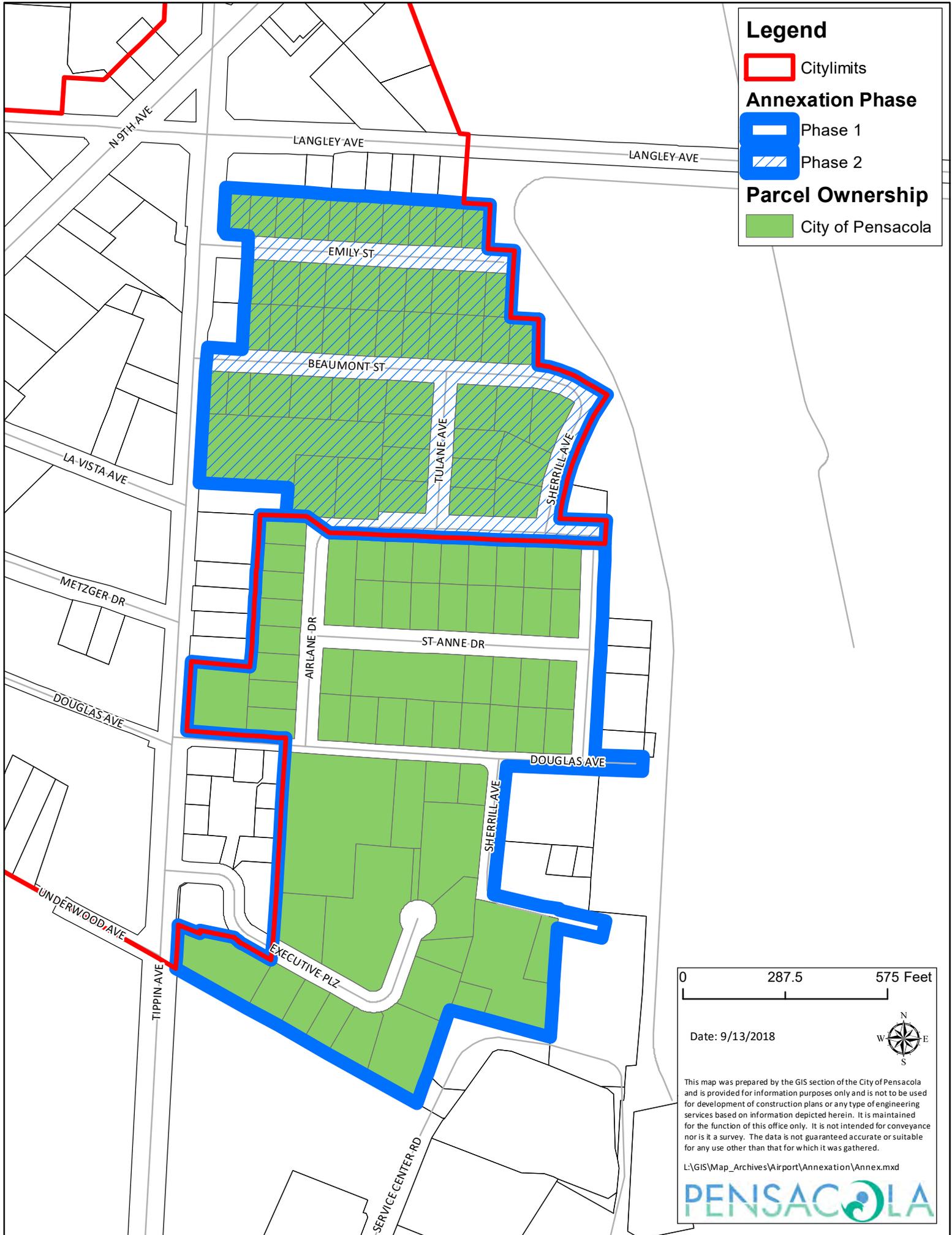
STAFF CONTACT:

Christopher L. Holley, City Administrator
Sherry H. Morris, AICP, Planning Services Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

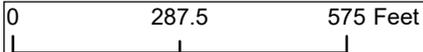
- 1) Map of Annexation Area to be Rezoned
- 2) Ordinance No. 14-18
- 3) January 8, 2019 Planning Board Minutes
- 4) Proposed FLUM Ordinance, Annexed Airport Parcels
- 5) Proposed Zoning Ordinance, Annexed Airport Parcels

PRESENTATION: Yes



Legend

- Citylimits
- Annexation Phase**
- Phase 1
- Phase 2
- Parcel Ownership**
- City of Pensacola



Date: 9/13/2018



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.

PROPOSED
ORDINANCE NO. 25-18

ORDINANCE NO. 14-18

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola has found that the property described below is contiguous to the City of Pensacola and reasonably compact in nature; and meets the requirements of Section 171.043, Florida Statutes.

WHEREAS, the City Council of the City of Pensacola has determined that the area described below does not have any registered voters and that the owners of more than 50 percent of the parcels of land in such area consent to such area being annexed into the City of Pensacola as provided by Section 171.0413(6), Florida Statutes; and

WHEREAS, the City Council has caused to be prepared a report setting forth the plans to provide urban services to the area described below, which report is in conformance with the requirements of Section 171.042, Florida Statutes and said report has been distributed in accordance with said act; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the City of Pensacola hereby finds and declares that all requirements of law provided by Chapter 171, Florida Statutes, have been met, for the purpose of integrating and annexing said area into the City of Pensacola, the hereafter described area, and that the City of Pensacola does hereby accept into the City of Pensacola the following described properties which are being integrated and annexed by the City of Pensacola and made a part and portion of the City of Pensacola, lying within and hereby incorporated into the City of Pensacola, to-wit:

DESCRIPTION OF PROPOSED ANNEXATION:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE GO N03°10'03"E ALONG THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE (RIGHT OF WAY WIDTH VARIES) A DISTANCE OF 1276.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT, PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO S87°18'36"E ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 238.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL FOR THE POINT OF BEGINNING; THENCE GO S87°18'36"E A DISTANCE OF 61.28 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE GO S55°55'01"E A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE GO S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND ITS EXTENSION A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE GO N03°05'12"E A DISTANCE OF 65.74 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF BLOCK 5, COLLEGE HEIGHTS, AS RECORDED IN PLAT BOOK 5 AT PAGE 9 OF SAID COUNTY; THENCE N86°53'48"W ALONG THE SOUTH LINE OF SAID BLOCK 5 A DISTANCE OF 130.24 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE DEPARTING SAID SOUTH LINE, GO NORTHEASTERLY ALONG THE WEST LINE OF BLOCK 5, SAID WEST LINE BEING A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 700.00 FEET, A DELTA ANGLE OF 26°32'42", A CHORD BEARING OF N16°25'12"E, AND A CHORD DISTANCE OF 321.41 FEET, FOR AN ARC DISTANCE OF 324.31 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE GO N29°31'35"E A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF LOT 22, BLOCK 7 OF SAID COLLEGE HEIGHTS; THENCE GO N60°28'25"W A DISTANCE OF 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO NORTHWESTERLY ALONG THE SOUTH LINE OF BLOCK 2, SAID SOUTH LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 373.00 FEET, A DELTA ANGLE OF 23°17'52", A CHORD BEARING OF N72°07'21"W, AND A CHORD DISTANCE OF 150.63', FOR AN ARC DISTANCE OF 151.67 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, GO N03°19'10"E A DISTANCE OF 127.17 FEET TO THE SOUTHEAST CORNER OF LOT 12 IN SAID BLOCK 2; THENCE GO N86°52'44"W ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 75.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE DEPARTING SAID SOUTH LINE, GO N03°18'20"E ALONG THE WEST LINE OF

SAID LOT 12 AND ITS EXTENSION A DISTANCE OF 192.64 FEET TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 1 OF SAID COLLEGE HEIGHTS; THENCE GO N87°04'35"W ALONG THE SOUTH LINE OF SAID LOT 18 A DISTANCE OF 75.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID SOUTH LINE, GO N03°17'53"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 126.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID WEST LINE, GO N87°00'35"W ALONG THE NORTH LINE OF LOT 19 IN SAID BLOCK 1 AND ITS EXTENSION A DISTANCE OF 750.59 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 120.05 FEET TO A POINT; THENCE GO SOUTH 42°56'03"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 9.26 FEET TO A POINT ON THE SOUTH LINE OF LOT 28 IN SAID BLOCK 1; THENCE GO S87°00'15"E ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 143.94 FEET TO A THE SOUTHEAST CORNER OF LOT 27 IN SAID BLOCK 1; THENCE DEPARTING SAID SOUTH LINE OF BLOCK 1, GO S03°19'58"W A DISTANCE OF 66.36 FEET TO THE NORTHEAST CORNER OF LOT 2 IN BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO N87°02'07"W ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 75.12 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE DEPARTING SAID NORTH LINE, GO S03°13'09"W ALONG THE WEST LINE OF LOTS 2 AND 27 IN SAID BLOCK 2 TO A DISTANCE OF 253.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE GO N86°50'42"W ALONG THE SOUTH LINE OF SAID BLOCK 2 A DISTANCE OF 86.96 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 386.53 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, GO S87°07'22"E ALONG THE THE NORTH LINE OF SAID PARCEL A DISTANCE OF 238.49 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE DEPARTING SAID NORTH LINE, GO S03°35'24"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 80.16 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY LIES IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 19.345 ACRES.

A map depicting the area to be annexed is attached hereto as Exhibit A.

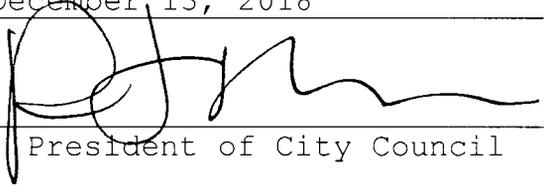
SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without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

unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 4. This ordinance shall 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: December 13, 2018

Approved: 
President of City Council

Attest:


City Clerk



CITY CLERK'S OFFICE/LEGAL ADS
P O BOX 12910
PENSACOLA, FL 32521-0001



PROOF OF PUBLICATION

State of Florida:

Escambia County FL:

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

NOTICE OF PROPOSED ORDINANCES

Ad Description

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

December 03, 2018

Run Date(s)

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

Sword to and Subscribed before me this 12th day of December 2018, by Diana Figueroa who is personally known to me.


Affiant

Notary

Publication Cost \$ 1,654.20
Ad Number 407008
Customer # PNJ-25615500

Murderous ants may be in your midst



Southern Perspective
Lynn Barry
Guest Columnist

This won't be a festive column despite the season. I usually try to foster joy and goodwill with my words right about now, and the subject of ants which line their nests with the heads of their enemies is exactly the opposite of that holiday spirit. Sure, I could've saved it until after the new year, but it's filling my brain space right now, so here it goes.

To set the stage, *Formica archboldi* is a species of ant which resides in upper Florida, Georgia and Alabama. Its natural enemy is the trap jaw ant, that being its common name. *F. archboldi* doesn't seem to have a common name, so we're stuck with that one until someone of the scientific sort decides to give it one. The "archboldi" part comes from the fact that researchers at the Archbold Biological Station in Highlands County in Florida originally described the species.

Scientists have known about the dismembered trap jaw body parts in *F. archboldi* nests for years, but they wondered if the nests originally belonged to trap jaw ants since body parts of naturally deceased ants being around colonies is common. This theory just got mixed.

The other possibility was that *F. archboldi* ants are prey specialists, but those are rather rare in the insect world. Ants, especially, are considered general

ists when it comes to food. Also, the two species of trap jaw ants in question have spring-loaded mandibles that can strike about 40 times per second. They command insect respect.

Adrian Smith of the North Carolina Museum of Natural Sciences and North Carolina State University recently released results of his study on such, and it smashes that logic. It has a lot of *F. archboldi* ants consuming trap jaw ant's outside of the colony with shots of formic acid spray and then dragging

them inside to do the dirty work.

The words "collected" and "decorate" have been used in articles discussing this phenomenon. I find this fascinating, because both words imply an abstract thought process and are usually even associated with art. Do ants have abstract thought processes? I don't know, but why else would this habit have evolved? Maybe once upon a time, there was an actual biological reason for it, and now they still do it even though it's unnecessary. Or maybe, just maybe,

they simply don't like the taste of trap jaw ant heads. I would get it. Breads of any kind aren't on my to-eat list either.

Someone with more insect experience than me will eventually figure it out. Until then, I'll be eyeballing the ant hills at my yard a little more closely. I'll be wondering, "What's going on down there?"

Then again, maybe not. I'm not sure I want to know.

Southern girl Lynn Barry is a freelance columnist for the News Journal.



A *Formica archboldi* ant, which is native to Florida, is pictured with the remains of trap jaw ants. COURTESY OF ADRIAN SMITH

Asmar

Continued from Page 1C

which is centered in the paradise called Pensacola Beach.

A Jacksonville native, Asmar is married to her college sweetheart Joel, a Pensacola native. They met while they were students at Florida State University and have been together since she was 17. Upon graduation, she interned at Baptist Hospital, where she was subsequently hired permanently and made Pensacola her new home.

Asmar went on to earn her master's degree at the University of West Florida.

Mel and Joel have two 9-year-olds who attend Pensacola Beach Elementary School. She has worked at the Lewis & Boat Co. for 23 years, where she serves as human resources director.

Asmar has treasured time in numerous area charities including the Early Learning Coalition, Big Brothers Big Sisters, Catholic Charities and United Way, chiding two of those.

A self-described optimist and morning person, she kicks starts her overworking days by watching the sun rise.

"I love to ride my bike," said Asmar, who has marathons, ironmen and marathons under her belt. So that's often what she's doing as the sun breaches the horizon to announce a new day. If not on her bike, daybreak finds her running, swimming or attending boot camp.

"Like getting up early, getting outside to exercise to get focus and get ahead of the game. It gives me a mental edge so I'm ready to face anything else the day might bring."

"As a family we enjoy traveling, outdoor activities mostly on the water, such as fishing and snorkeling. And biking!" she added, noting that her children now follow in her footsteps and have completed kids' triathlons.

Just as her kids have adapted their

mom's active lifestyle, Asmar said IMPACT is a household name, so her words often ring.

"My kids point out IMPACT logos all around town. Seems like every field trip they go on, we have provided a grant. First City Arts, MESS Hall, Roy Hyatt Center, Pensacola Little Theatre, MANNA, Rotary Playground at Maritime Park — you name it!"

Keeping a good thing going

IMPACT's accomplishment is a living, breathing embodiment of Asmar's definition of confidence.

"Confidence to me is mostly about desire. If a no, necessarily knowing that you're going to succeed or feeling like you have the right talent or tools, but more about the drive to experience something new, challenge limits, try to achieve something meaningful and just to take a chance," said Asmar.

That pioneering spirit is the hallmark of IMPACT 100.

"We have the most passionate, intelligent and energetic women I've ever been associated with. I've met lifelong friends based on our common interest of working to improve the lives of others. I'm lucky to follow in the footsteps of legends like Debbie Ritchie and Belle Bear, who founded our Impact 100."

"My goal has been to keep a good thing going with minor enhancements and tweaks as necessary, but primarily to maintain our core values and our mission. It's always our goal to grow membership because that means we can give back more to the community," said Asmar.

In fact, in mid-October, IMPACT 100 members awarded 11 grants of more than \$100,000 for nonprofit projects throughout Escambia and Santa Rosa counties. Total impact this year: \$1,003,000.

History at risk of fading away has been preserved; medical clinics now have needed life-saving equipment, in-

ner city kids are learning to play instruments they wouldn't have had other wise; at-risk teens are receiving job training; children have playgrounds where there was only dirt. And the list goes on and on with no end in sight of

how the organization, and leaders like Asmar, will transform Northwest Florida.

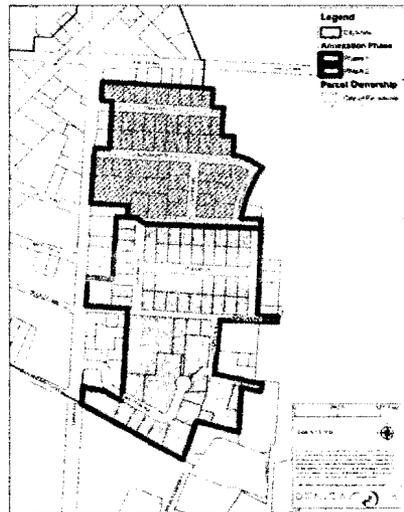
Allison McCarty is a freelance writer for the News Journal and Kalla magazine.

NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinance No. 25-18 was presented to the City Council of the City of Pensacola for first reading on Thursday, November 8, 2018 and will be presented for final reading and adoption on Thursday, December 13, 2018 at 5:30 p.m. in Council Chambers on the first floor of City Hall, 222 West Main Street, Pensacola, Florida.

The title of the proposed ordinance is as follows:
P.O. 25-18:

AN ORDINANCE INCORPORATING AND ASSESSING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE. (Campus Heights Phase II — Airport Commerce Park)



A copy of proposed ordinances may be inspected by the public in the City Clerk's office, located on the 3rd floor of City Hall, 222 West Main Street, Pensacola, Florida, or on-line on the City's website: <https://pensacola.legistar.com/calendar.aspx>. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinances.

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

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

CITY OF PENSACOLA, FLORIDA
By: Erika L. Barnett, City Clerk

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Council agendas posted on-line before meetings.

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PLANNING SERVICES

MINUTES OF THE PLANNING BOARD

January 8, 2019

MEMBERS PRESENT: Chairman Paul Ritz, Nathan Monk, Danny Grundhoefer, Kurt Larson, Ryan Wiggins, Nina Campbell

MEMBERS ABSENT: None

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Mayor Robinson, Laurie Byrne, Constituent Services, Ross Pristera, Advisor

OTHERS PRESENT: Bill Weeks, Teresa Hill, Bennett Shuman, Nannette Chandler, David Peaden, Greg Dziadon, Kacee Bidnick, Steven Sebold, Chris Palmer, Marcie Whitaker, Fred Gunther, Tim Evans, Drew Buchanan, Councilwoman Ann Hill

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from November 13, 2018.
- New Business:
 1. **Consider Zoning & FLUM Amendment for Airport Annexation Parcels**
- **Discussion Item: Amendment to Land Development Code for Historic Preservation Commission**
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:02 pm with a quorum present.

Approval of Meeting Minutes

Ms. Wiggins made a motion to approve the November 13, 2018 minutes, seconded by Mr. Larson, and it carried unanimously.

New Business

Consider Zoning & FLUM Amendment for Airport Annexation Parcels

Mr. Dan Flynn, Pensacola International Airport Director, is requesting to rezone the City-owned properties included within the recent City of Pensacola annexation approved through Ordinance 25-18 to ARZ, Airport Restricted Zoning District. This request also requires a Future Land Use Map (FLUM) Amendment to A, Airport. The zoning district and FLUM designation were previously under the jurisdiction of Escambia County. Since the properties now lie within the jurisdictional boundary of the City of Pensacola, the applicable zoning district and FLUM designation need to be established.

Mr. Grundhoefer asked why this was pertinent, and Chairman Ritz explained it was because the property was in Escambia County prior to annexation and needed to be changed in jurisdictional coverage. Ms. Deese confirmed the property was city-owned and annexed in December 2018.

Mr. Larson made a motion to approve, seconded by Ms. Wiggins. Chairman Ritz asked for audience speakers, and there were none. The motion then carried unanimously.

Discussion Item: Amendment to Land Development Code for Historic Preservation Commission

Chairman Ritz stated he appreciated all the public dialogue regarding this item. It seemed the 50-year time limit was the point of concern and was an awkward time limit. He expressed his concern over the suburban ranch house with attached garages being considered historic in just a few years. Ms. Wiggins had researched this item and had spoken with the head of the Certified Local Government with the State to get more background. Her biggest concern was with property rights, and she advised the 50-year timeframe was with the Department of State and was not historically significant; our ordinance automatically considered the 50-year measure as historic, and she did not feel that was the intent of the Department of State. She referred to the last meeting when Mr. Weeks brought up Florida Statute 70 addressing property rights. She had asked the City Attorney through the staff to weigh in regarding this ordinance. A determination to see if this was a conflict was not available at this time. She further stated that being on the National Registry was an honorary title and did not prevent demolition. In order to be certified, the staff has to attend workshops and conferences, and money would have to be allocated for staff and these functions. Also, there would be competition between 75 cities for any grant money. She felt if the City could govern demolition within the structure they currently have, there was no reason to form another board.

Mr. Monk agreed that the work on the 2016 ordinance was very exhaustive and specifically targeted demolition. It had been workshopped with tremendous citizen involvement and was a very good beginning. He felt it was not the government's responsibility to oversee morals and ethics. If the Board was to start over with another ordinance, it would be another nine months, with more demolitions occurring in the meantime. He agreed property rights were very important, but the history of Pensacola was owned by every resident. He emphasized more and more of what makes us Pensacola was disappearing. Other cities had found ways to balance property rights and manage demolition; this was also covered in the ordinance of 2016 and was closer to where the citizens wanted us to be.

Mayor Robinson thanked the Board for their service and stated he grew up in the Pensacola Heights and Cordova Park neighborhoods which were not considered historic. He was concerned about where we draw the timeline to consider what is defined as historic. He was reminded there were some Frank Lloyd Wright houses from the 1960s that would be architecturally worth saving, but there were some ranch homes that could be replaced without making Pensacola a worse place.

Chairman Ritz explained with having this item as a discussion, no action was anticipated at this time, and there had been enough input to keep the discussion open longer to answer any remaining questions. He referenced Councilwoman Cannada-Wynn's letter regarding historic homes versus property rights and used his own home of 100 years+ as an example - having nothing historically relevant to it but certainly at the 50-year mark. Mr. Monk was comfortable without the 50-year mark but was concerned with the shotgun type homes disappearing and wanted more discussion. Ms. Wiggins stated we need to be careful in defining "old" as "historic" and not devalue the true historic assets in the city. Saving something just to save it would lead to dilapidation due to the costs to maintain as well as gentrification because homeowners can't afford to live in their homes. Chairman Ritz pointed out if your renovation cost exceeds 50 percent of the building cost, you must bring it up to Code. Mr. Grundhoefer stated the guidelines set up two years ago specifically addressed the types of structures considered historic or significant. He asked if the Board should take Councilwoman Cannada-Wynn's suggestion and establish a historic preservation commission which could vet this document the Board was putting together.

He still felt it was a good document since it did not restrict or deny but simply delayed demolition in order to vet another opportunity to save the structure.

Mr. Monk felt the Board could take on the responsibility for review and fit it into the agenda rather than establishing another commission. Ms. Wiggins added there was only one benefit to being certified which was the ability to apply for grant money and obtain training, but it was very political and would not pay for the board itself or the accommodating staff. Mr. Monk stated he would not be offended if the City reinvested in those types of hardships. Ms. Wiggins suggested there might be private investors who were passionate about historic rehabilitation and might be willing to invest.

Bill Weeks referred to Section 5 of the Historic Preservation Commission document regarding knowledge of and a demonstrated interest in historic, architectural and aesthetic development. He was concerned with ending up with airstream trailers and a coffeehouse made out of shipping containers which were all approved by the ARB. He also pointed out Section 6 (d) stating he could opt out in writing, but the commission and Council could place him in a historic site or area and violate his property rights. He suggested the Board had the perfect opportunity two years ago when UWF offered to perform a study of Pensacola to determine the historic areas. He advised this needed to be defined and let the experts decide what is historic and what is not – not taking a shotgun approach to the entire city to determine what is historic and what is not.

Mr. Gunther advised he had purchased and renovated a number of older houses, and his biggest concern was the age determination and thought it was over-reaching in determining the color and landscaping which might deter investment within the city.

Mr. Pristera stated he liked the work they performed two years ago but did not like the current document. However, there were some misconceptions he wanted to clarify. He explained the National Park Service set a standard, with 50 years being the starting point, to look at a property to determine if it is historic – it was just a starting point. After that, they have established criteria for evaluation, and you must meet one or more categories either associated with events, significant people, architectural significance or archaeological significance. Once you have met one, the next would be integrity and how the property has changed over the years and did it retain its significance. There would still need to be additional research to make the historical determination. This was what the National Parks and National Registry followed. He pointed out most 50-year old structures would not qualify as historical.

Mr. Pristera performed a district survey in Defuniak Springs of over 300 properties following the National Park Service standards. On the Florida Master Site File, it asked if the structure was National Register eligible and/or National District Register eligible. Concerning ranch houses, some places not significant on their own could potentially be significant as a district. He pointed out the City could file for Survey and Planning Grants and either hire a consultant or have someone in-house to do survey work and define which areas of the city needed some attention and what potentially was historic. The neighborhood could then give their input if they wanted an ordinance to protect their resources which is the only way it works – a buy-in from the community. He considered Section F with powers and duties and did not know who on the Commission would be performing all the homework, but felt something needed to address demolition and offer an evaluation on a property with an opportunity to possibly move the structure, however, he was not in favor of another board. Mr. Grundhoefer asked if a demolition permit was applied for a 50-year old house, could it be forwarded to Mr. Pristera for a determination, and Mr. Pristera advised he could assist, with simple ones taking possibly 30 minutes and older ones a little longer. But if it was determined historic, he also did not want to see it rot. He was also concerned with what would replace it.

Chris Palmer, the incoming President of the Northwest Florida Chapter of NAIOP, their commercial real estate trade association, stated from their prospective they were concerned about this document and were not opposed to changing demolition ideas or things which preserve character, but this document was something they were keeping their eye on because they thought it might be problematic.

Nanette Chandler, a realtor, stated she had done historic renovations.

She explained some clients will specifically say they do not want to be in a historic district because they cannot adhere to the parameters for construction renovation or they are not interested in doing so. If there was a buy-in from specific districts stating this was a new historic district and those people who live there would agree to it, whenever they sell their home, the next person could adhere to those requirements. You would not be forcing a property owner to do anything differently and infringing on their property rights. The document needed to be specific with the requirements for each district and very straight forward. She pointed out gentrification was also a real concern. She stated her home was relocated and completely renovated, however, there was no way her neighbor could accomplish this on a fixed income.

Chairman Ritz offered the document in this agenda item was inadequate for Pensacola's needs and not wanted by anyone. This document was best served by being taken away from the Board's plate. Mr. Monk then recommended that the 2016 ordinance be on next month's agenda for discussion and vote. Chairman Ritz agreed since citizens had gotten more involved, and the Board needed to address the historic fabric of Pensacola in a way that was fair and equitable to the citizens as a whole as well as individual property owners. He did not believe there was a need for another board; this board could do that evaluation, and if it got too cumbersome, it could be addressed at that time. Going forward, the Board should revert to discussing the previous 2016 ordinance and restart that process.

Ms. Wiggins addressed the current document referring to 1(g) "The city council desires for the city to become a Certified Local Government." She wanted clarification on what the Board was being asked to do. Mr. Grundhoefer stated the document was an example, and the Board was to decide to use it or not use it. Chairman Ritz stated it was a discussion point, and the Board could recommend anything. Mr. Grundhoefer explained Councilwoman Cannada-Wynn was asking the Board to evaluate if we should develop the preservation board or the Planning Board, ARB or city staff could take care of these structures. Mr. Monk pointed out that Council had asked this of the Board two years ago and then punted. Ms. Campbell advised she was comfortable with the 2016 ordinance and comfortable in making a recommendation to Council to revisit that 2016 ordinance. Ms. Deese stated the Board had recommended a workshop and because of the light agenda, staff scheduled the document as a discussion item, and this was something which needed to be discussed at a regularly scheduled meeting as an agenda item. A formal recommendation or vote should not be held today. She explained staff has already received an application for the February 12th meeting, and this could be added as an agenda item for that meeting.

Mr. Monk made a motion to bring back the 2016 ordinance at next month's meeting for further discussion and potential vote, seconded by Ms. Campbell. Ms. Wiggins was worried there would not be time for public input and requested possibly two months. Chairman Ritz explained the Board could make recommendations at the February meeting to include future workshops. Mr. Monk stated the ordinance was workshopped substantially, and the Board would simply be passing this as a recommendation to Council; it would then have the previous workshop materials, review and discussion in February, and then proceed to Council to pass or fail. Ms. Deese explained the ordinance would go through at least two Council meetings, and Ms. Wiggins was comfortable with that timeframe.

Mr. Shuman informed the Board he was not familiar with the document, and Ms. Deese advised it was part of the agenda packet and offered to furnish him with a copy. **The motion then carried unanimously.**

Mr. Grundhoefer suggested since the ordinance was only six pages, the Board should recommend a process, and if the Planning Board would take this on instead of developing a Preservation Commission, that recommendation should be made since Councilwoman Cannada-Wynn asked for that consideration. Chairman Ritz advised this Board's official term ends July 2019, and whoever sits on that Board would reap the benefits of the decision coming from the Board in either making or not making more work for them.

Open Forum – None.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 3:04 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Brandi C. Deese". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Brandi C. Deese
Secretary to the Board

PROPOSED
ORDINANCE NO. 03-19

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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.

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

WHEREAS, a proposed amended future land use classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on February 14, 2019 concerning the following proposed future land use classification affecting the property described therein; and

WHEREAS, after due deliberation, the City Council has determined that the amended future land use classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the City of Pensacola; and

WHEREAS, said amended future land use 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 Future Land Use Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE GO N03°10'03"E ALONG THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE

(RIGHT OF WAY WIDTH VARIES) A DISTANCE OF 1276.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT, PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO S87°18'36"E ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 238.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL FOR THE POINT OF BEGINNING; THENCE GO S87°18'36"E A DISTANCE OF 61.28 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE GO S55°55'01"E A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE GO S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND ITS EXTENSION A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE GO N03°05'12"E A DISTANCE OF 65.74 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF BLOCK 5, COLLEGE HEIGHTS, AS RECORDED IN PLAT BOOK 5 AT PAGE 9 OF SAID COUNTY; THENCE N86°53'48"W ALONG THE SOUTH LINE OF SAID BLOCK 5 A DISTANCE OF 130.24 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE DEPARTING SAID SOUTH LINE, GO NORTHEASTERLY ALONG THE WEST LINE OF BLOCK 5, SAID WEST LINE BEING A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 700.00 FEET, A DELTA ANGLE OF 26°32'42", A CHORD BEARING OF N16°25'12"E, AND A CHORD DISTANCE OF 321.41 FEET, FOR AN ARC DISTANCE OF 324.31 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE GO N29°31'35"E A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF LOT 22, BLOCK 7 OF SAID COLLEGE HEIGHTS; THENCE GO N60°28'25"W A DISTANCE OF 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO NORTHWESTERLY ALONG THE SOUTH LINE OF BLOCK 2, SAID SOUTH LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 373.00 FEET, A DELTA ANGLE OF 23°17'52", A CHORD BEARING OF N72°07'21"W, AND A CHORD DISTANCE OF 150.63', FOR AN ARC DISTANCE OF 151.67 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, GO N03°19'10"E A DISTANCE OF 127.17 FEET TO THE SOUTHEAST CORNER OF LOT 12 IN SAID BLOCK 2; THENCE GO N86°52'44"W ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 75.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE DEPARTING SAID SOUTH LINE, GO N03°18'20"E ALONG THE WEST LINE OF SAID LOT 12 AND ITS EXTENSION A DISTANCE OF 192.64 FEET TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 1 OF SAID COLLEGE HEIGHTS; THENCE GO N87°04'35"W ALONG THE SOUTH LINE OF SAID LOT 18 A DISTANCE OF 75.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID SOUTH LINE, GO N03°17'53"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 126.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID WEST LINE, GO N87°00'35"W ALONG THE NORTH LINE OF LOT 19 IN SAID BLOCK 1 AND ITS EXTENSION A DISTANCE OF 750.59 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY

LINE A DISTANCE OF 120.05 FEET TO A POINT; THENCE GO SOUTH 42°56'03"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 9.26 FEET TO A POINT ON THE SOUTH LINE OF LOT 28 IN SAID BLOCK 1; THENCE GO S87°00'15"E ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 143.94 FEET TO A THE SOUTHEAST CORNER OF LOT 27 IN SAID BLOCK 1; THENCE DEPARTING SAID SOUTH LINE OF BLOCK 1, GO S03°19'58"W A DISTANCE OF 66.36 FEET TO THE NORTHEAST CORNER OF LOT 2 IN BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO N87°02'07"W ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 75.12 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE DEPARTING SAID NORTH LINE, GO S03°13'09"W ALONG THE WEST LINE OF LOTS 2 AND 27 IN SAID BLOCK 2 TO A DISTANCE OF 253.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE GO N86°50'42"W ALONG THE SOUTH LINE OF SAID BLOCK 2 A DISTANCE OF 86.96 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 386.53 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, GO S87°07'22"E ALONG THE THE NORTH LINE OF SAID PARCEL A DISTANCE OF 238.49 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE DEPARTING SAID NORTH LINE, GO S03°35'24"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 80.16 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY LIES IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 19.345 ACRES

is hereby changed from County Zoning to Airport (A) Future Land Use District.

A map depicting the area to be rezoned is attached hereto as Exhibit A.

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

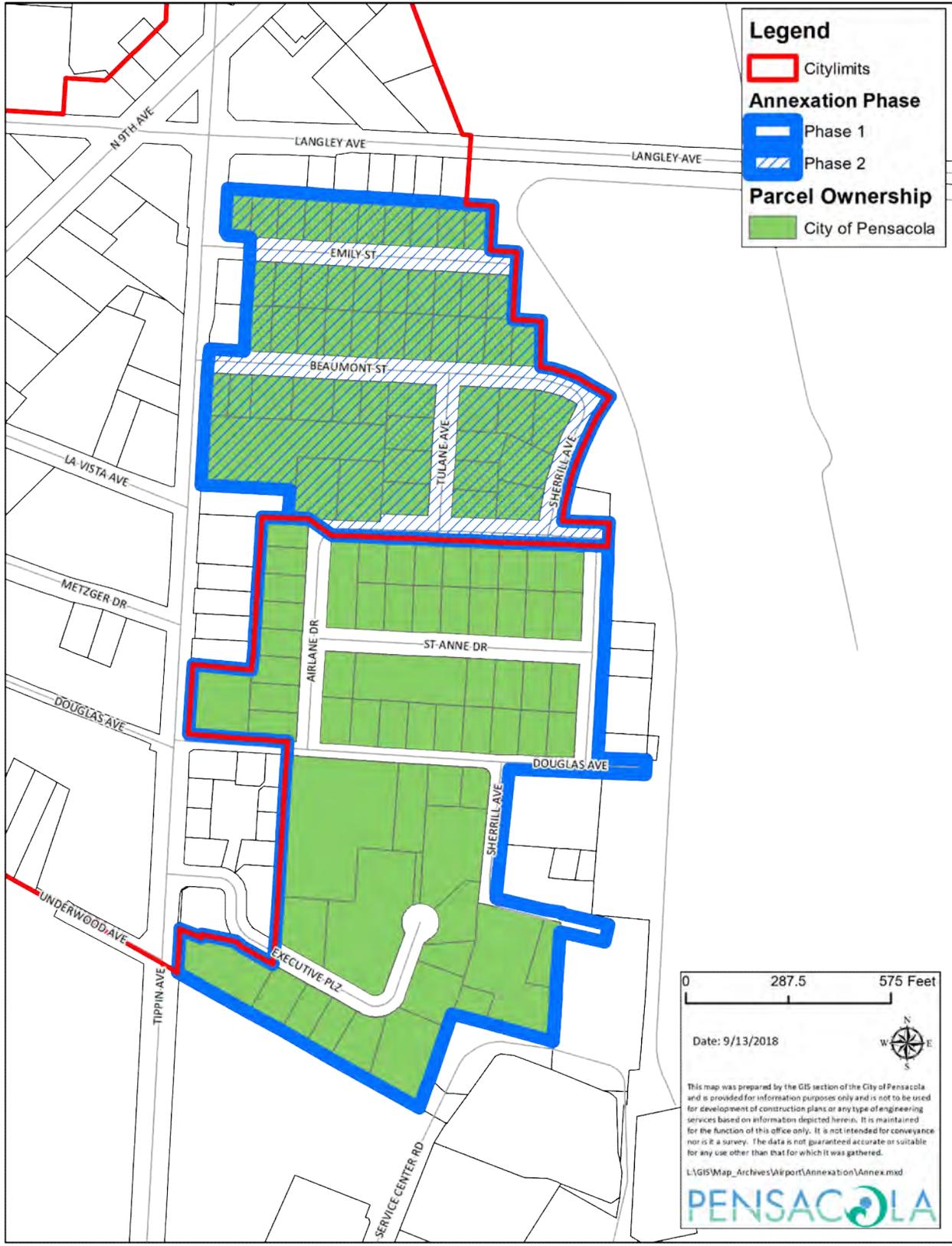
SECTION 3. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



PROPOSED
ORDINANCE NO. _____

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; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.

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

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on February 14, 2019 concerning the following proposed zoning classification affecting the property described therein; and

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

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE GO N03°10'03"E ALONG THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE (RIGHT OF WAY WIDTH VARIES) A DISTANCE OF 1276.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL

RECORDS BOOK 374 AT, PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO S87°18'36"E ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 238.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL FOR THE POINT OF BEGINNING; THENCE GO S87°18'36"E A DISTANCE OF 61.28 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE GO S55°55'01"E A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE GO S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND ITS EXTENSION A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE GO N03°05'12"E A DISTANCE OF 65.74 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF BLOCK 5, COLLEGE HEIGHTS, AS RECORDED IN PLAT BOOK 5 AT PAGE 9 OF SAID COUNTY; THENCE N86°53'48"W ALONG THE SOUTH LINE OF SAID BLOCK 5 A DISTANCE OF 130.24 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE DEPARTING SAID SOUTH LINE, GO NORTHEASTERLY ALONG THE WEST LINE OF BLOCK 5, SAID WEST LINE BEING A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 700.00 FEET, A DELTA ANGLE OF 26°32'42", A CHORD BEARING OF N16°25'12"E, AND A CHORD DISTANCE OF 321.41 FEET, FOR AN ARC DISTANCE OF 324.31 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE GO N29°31'35"E A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF LOT 22, BLOCK 7 OF SAID COLLEGE HEIGHTS; THENCE GO N60°28'25"W A DISTANCE OF 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO NORTHWESTERLY ALONG THE SOUTH LINE OF BLOCK 2, SAID SOUTH LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 373.00 FEET, A DELTA ANGLE OF 23°17'52", A CHORD BEARING OF N72°07'21"W, AND A CHORD DISTANCE OF 150.63', FOR AN ARC DISTANCE OF 151.67 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, GO N03°19'10"E A DISTANCE OF 127.17 FEET TO THE SOUTHEAST CORNER OF LOT 12 IN SAID BLOCK 2; THENCE GO N86°52'44"W ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 75.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE DEPARTING SAID SOUTH LINE, GO N03°18'20"E ALONG THE WEST LINE OF SAID LOT 12 AND ITS EXTENSION A DISTANCE OF 192.64 FEET TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 1 OF SAID COLLEGE HEIGHTS; THENCE GO N87°04'35"W ALONG THE SOUTH LINE OF SAID LOT 18 A DISTANCE OF 75.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID SOUTH LINE, GO N03°17'53"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 126.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID WEST LINE, GO N87°00'35"W ALONG THE NORTH LINE OF LOT 19 IN SAID BLOCK 1 AND ITS EXTENSION A DISTANCE OF 750.59 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 120.05 FEET TO A POINT; THENCE GO SOUTH 42°56'03"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 9.26 FEET

TO A POINT ON THE SOUTH LINE OF LOT 28 IN SAID BLOCK 1; THENCE GO S87°00'15"E ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 143.94 FEET TO A THE SOUTHEAST CORNER OF LOT 27 IN SAID BLOCK 1; THENCE DEPARTING SAID SOUTH LINE OF BLOCK 1, GO S03°19'58"W A DISTANCE OF 66.36 FEET TO THE NORTHEAST CORNER OF LOT 2 IN BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO N87°02'07"W ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 75.12 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE DEPARTING SAID NORTH LINE, GO S03°13'09"W ALONG THE WEST LINE OF LOTS 2 AND 27 IN SAID BLOCK 2 TO A DISTANCE OF 253.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE GO N86°50'42"W ALONG THE SOUTH LINE OF SAID BLOCK 2 A DISTANCE OF 86.96 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 386.53 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, GO S87°07'22"E ALONG THE THE NORTH LINE OF SAID PARCEL A DISTANCE OF 238.49 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE DEPARTING SAID NORTH LINE, GO S03°35'24"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 80.16 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY LIES IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 19.345 ACRES

is hereby changed from County Zoning to ARZ (Airport Restricted Zoning District).

A map depicting the area to be rezoned is attached hereto as Exhibit A.

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

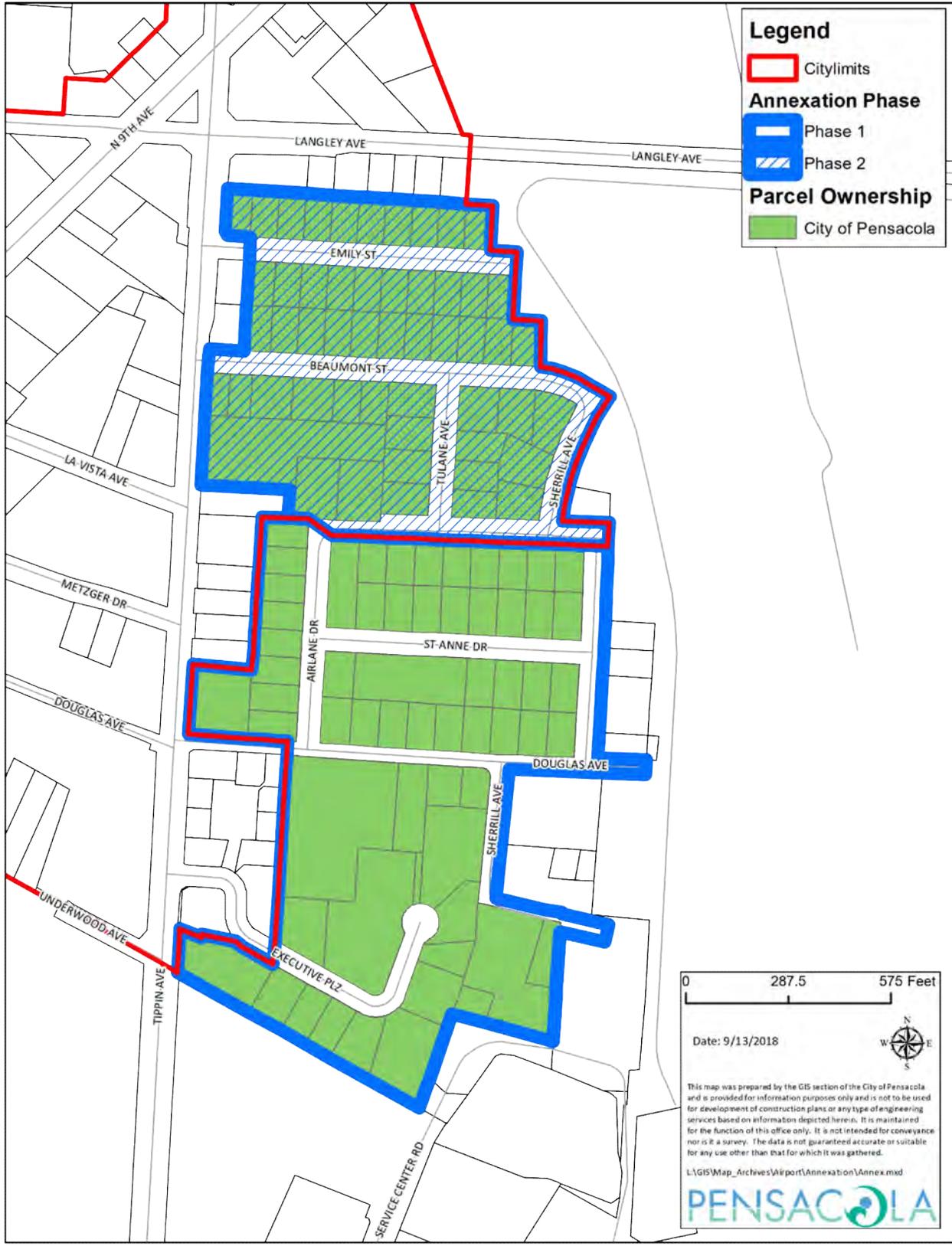
SECTION 3. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 03-19

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 03-19 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT - ANNEXED AIRPORT PARCELS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 03-19 on first 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: No Hearing Required

SUMMARY:

Pensacola International Airport is requesting to rezone the City-owned properties included in the adoption of Ordinance No. 14-18, which annexed these parcels into the City limits. This request is to rezone the parcels from County zoning to ARZ, Airport Restricted Zoning District. This request also requires a Future Land Use Map (FLUM) Amendment to A, Airport. The zoning district and FLUM designation were previously under the jurisdiction of Escambia County. Since the properties now lie within the jurisdictional boundary of the City of Pensacola, the applicable zoning district and FLUM designation need to be established.

On January 8, 2019, the Planning Board unanimously recommended approval of the proposed Future Land Use Map and Zoning Map amendment.

PRIOR ACTION:

December 13, 2018 - City Council adopted Ordinance No. 14-18, annexing subject parcels owned by the Pensacola International Airport.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

1/28/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Sherry H. Morris, AICP, Planning Services Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 03-19
- 2) Map of Annexation Area to be Rezoned
- 3) Ordinance No. 14-18
- 4) January 8, 2019 Planning Board Minutes

PRESENTATION: No

PROPOSED
ORDINANCE NO. 03-19

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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.

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

WHEREAS, a proposed amended future land use classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on February 14, 2019 concerning the following proposed future land use classification affecting the property described therein; and

WHEREAS, after due deliberation, the City Council has determined that the amended future land use classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the City of Pensacola; and

WHEREAS, said amended future land use 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 Future Land Use Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE GO N03°10'03"E ALONG THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE

(RIGHT OF WAY WIDTH VARIES) A DISTANCE OF 1276.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT, PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO S87°18'36"E ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 238.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL FOR THE POINT OF BEGINNING; THENCE GO S87°18'36"E A DISTANCE OF 61.28 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE GO S55°55'01"E A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE GO S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND ITS EXTENSION A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE GO N03°05'12"E A DISTANCE OF 65.74 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF BLOCK 5, COLLEGE HEIGHTS, AS RECORDED IN PLAT BOOK 5 AT PAGE 9 OF SAID COUNTY; THENCE N86°53'48"W ALONG THE SOUTH LINE OF SAID BLOCK 5 A DISTANCE OF 130.24 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE DEPARTING SAID SOUTH LINE, GO NORTHEASTERLY ALONG THE WEST LINE OF BLOCK 5, SAID WEST LINE BEING A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 700.00 FEET, A DELTA ANGLE OF 26°32'42", A CHORD BEARING OF N16°25'12"E, AND A CHORD DISTANCE OF 321.41 FEET, FOR AN ARC DISTANCE OF 324.31 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE GO N29°31'35"E A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF LOT 22, BLOCK 7 OF SAID COLLEGE HEIGHTS; THENCE GO N60°28'25"W A DISTANCE OF 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO NORTHWESTERLY ALONG THE SOUTH LINE OF BLOCK 2, SAID SOUTH LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 373.00 FEET, A DELTA ANGLE OF 23°17'52", A CHORD BEARING OF N72°07'21"W, AND A CHORD DISTANCE OF 150.63', FOR AN ARC DISTANCE OF 151.67 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, GO N03°19'10"E A DISTANCE OF 127.17 FEET TO THE SOUTHEAST CORNER OF LOT 12 IN SAID BLOCK 2; THENCE GO N86°52'44"W ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 75.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE DEPARTING SAID SOUTH LINE, GO N03°18'20"E ALONG THE WEST LINE OF SAID LOT 12 AND ITS EXTENSION A DISTANCE OF 192.64 FEET TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 1 OF SAID COLLEGE HEIGHTS; THENCE GO N87°04'35"W ALONG THE SOUTH LINE OF SAID LOT 18 A DISTANCE OF 75.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID SOUTH LINE, GO N03°17'53"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 126.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID WEST LINE, GO N87°00'35"W ALONG THE NORTH LINE OF LOT 19 IN SAID BLOCK 1 AND ITS EXTENSION A DISTANCE OF 750.59 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY

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is hereby changed from County Zoning to Airport (A) Future Land Use District.

A map depicting the area to be rezoned is attached hereto as Exhibit A.

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

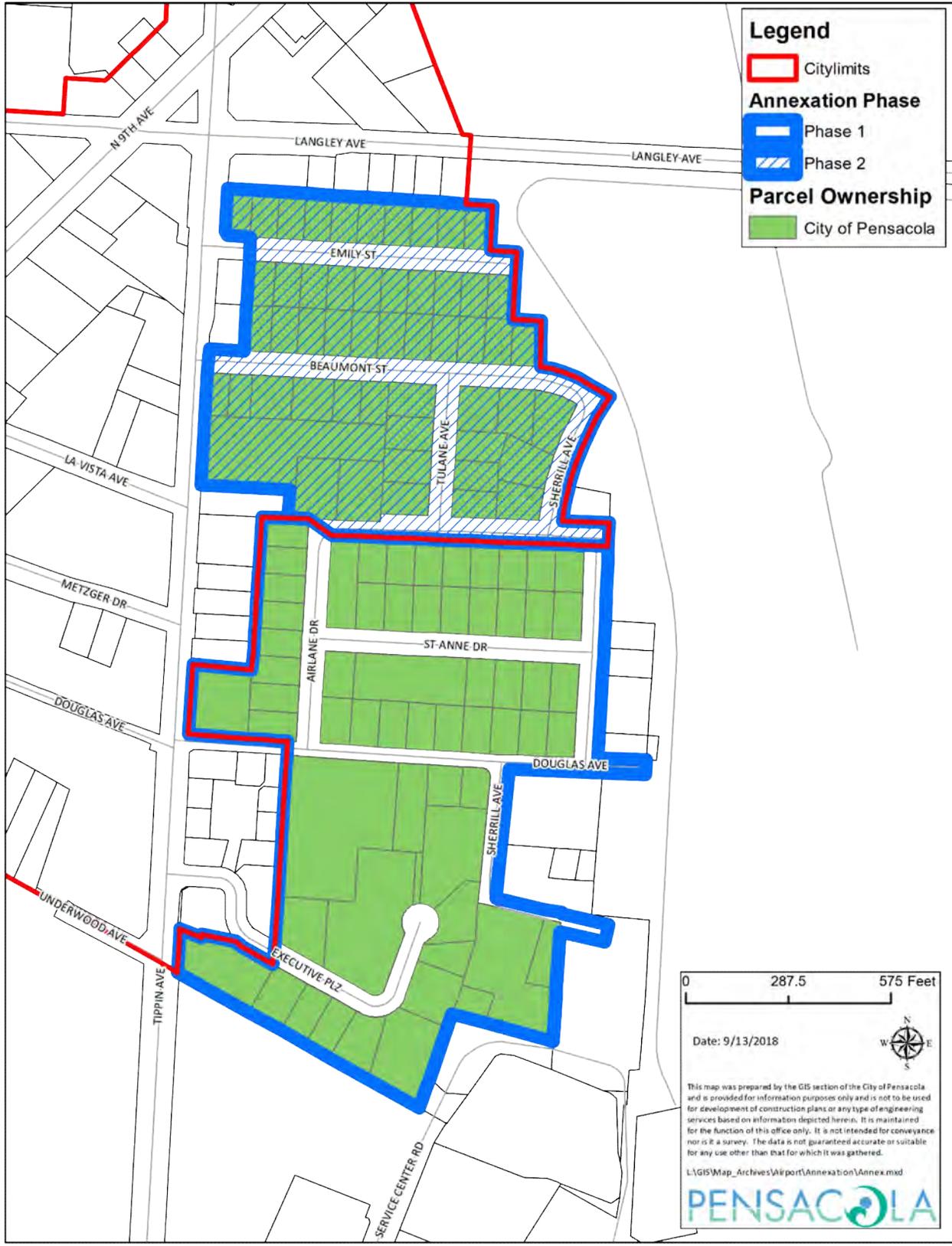
SECTION 3. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

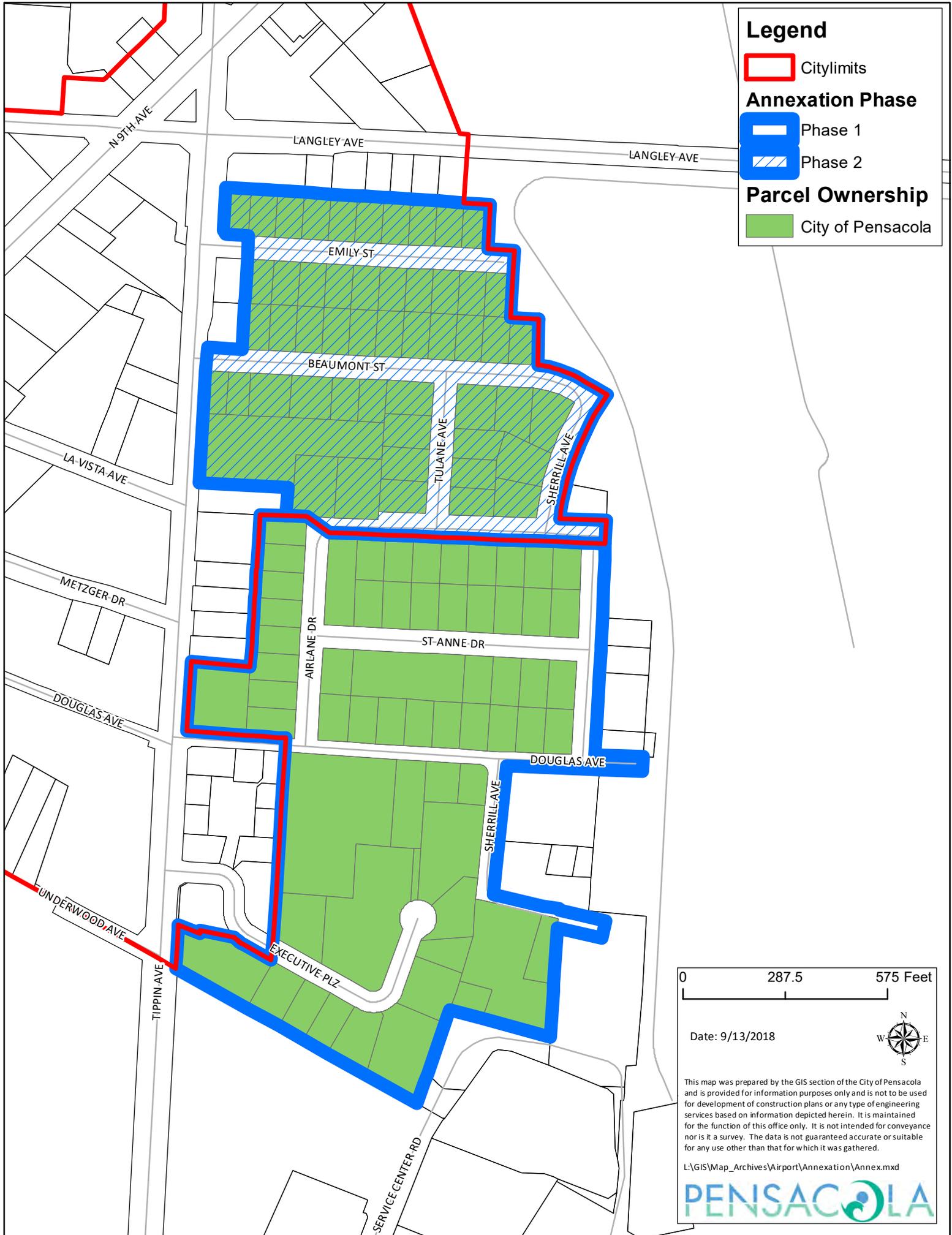
Passed: _____

Approved: _____
President of City Council

Attest:

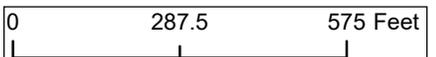
City Clerk





Legend

- Citylimits
- Annexation Phase**
- Phase 1
- Phase 2
- Parcel Ownership**
- City of Pensacola



Date: 9/13/2018



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.

PROPOSED
ORDINANCE NO. 25-18

ORDINANCE NO. 14-18

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola has found that the property described below is contiguous to the City of Pensacola and reasonably compact in nature; and meets the requirements of Section 171.043, Florida Statutes.

WHEREAS, the City Council of the City of Pensacola has determined that the area described below does not have any registered voters and that the owners of more than 50 percent of the parcels of land in such area consent to such area being annexed into the City of Pensacola as provided by Section 171.0413(6), Florida Statutes; and

WHEREAS, the City Council has caused to be prepared a report setting forth the plans to provide urban services to the area described below, which report is in conformance with the requirements of Section 171.042, Florida Statutes and said report has been distributed in accordance with said act; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the City of Pensacola hereby finds and declares that all requirements of law provided by Chapter 171, Florida Statutes, have been met, for the purpose of integrating and annexing said area into the City of Pensacola, the hereafter described area, and that the City of Pensacola does hereby accept into the City of Pensacola the following described properties which are being integrated and annexed by the City of Pensacola and made a part and portion of the City of Pensacola, lying within and hereby incorporated into the City of Pensacola, to-wit:

DESCRIPTION OF PROPOSED ANNEXATION:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE GO N03°10'03"E ALONG THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE (RIGHT OF WAY WIDTH VARIES) A DISTANCE OF 1276.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT, PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO S87°18'36"E ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 238.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL FOR THE POINT OF BEGINNING; THENCE GO S87°18'36"E A DISTANCE OF 61.28 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE GO S55°55'01"E A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE GO S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND ITS EXTENSION A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE GO N03°05'12"E A DISTANCE OF 65.74 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF BLOCK 5, COLLEGE HEIGHTS, AS RECORDED IN PLAT BOOK 5 AT PAGE 9 OF SAID COUNTY; THENCE N86°53'48"W ALONG THE SOUTH LINE OF SAID BLOCK 5 A DISTANCE OF 130.24 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE DEPARTING SAID SOUTH LINE, GO NORTHEASTERLY ALONG THE WEST LINE OF BLOCK 5, SAID WEST LINE BEING A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 700.00 FEET, A DELTA ANGLE OF 26°32'42", A CHORD BEARING OF N16°25'12"E, AND A CHORD DISTANCE OF 321.41 FEET, FOR AN ARC DISTANCE OF 324.31 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE GO N29°31'35"E A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF LOT 22, BLOCK 7 OF SAID COLLEGE HEIGHTS; THENCE GO N60°28'25"W A DISTANCE OF 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO NORTHWESTERLY ALONG THE SOUTH LINE OF BLOCK 2, SAID SOUTH LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 373.00 FEET, A DELTA ANGLE OF 23°17'52", A CHORD BEARING OF N72°07'21"W, AND A CHORD DISTANCE OF 150.63', FOR AN ARC DISTANCE OF 151.67 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, GO N03°19'10"E A DISTANCE OF 127.17 FEET TO THE SOUTHEAST CORNER OF LOT 12 IN SAID BLOCK 2; THENCE GO N86°52'44"W ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 75.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE DEPARTING SAID SOUTH LINE, GO N03°18'20"E ALONG THE WEST LINE OF

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A map depicting the area to be annexed is attached hereto as Exhibit A.

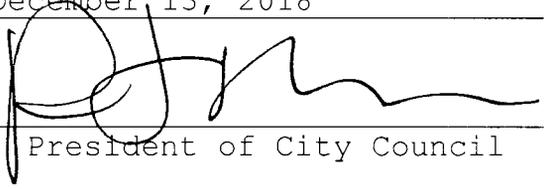
SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without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

unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 4. This ordinance shall 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: December 13, 2018

Approved: 
President of City Council

Attest:


Chacha L. Burnett
City Clerk



CITY CLERK'S OFFICE/LEGAL ADS
P O BOX 12910
PENSACOLA, FL 32521-0001



PROOF OF PUBLICATION

State of Florida:

Escambia County FL:

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

NOTICE OF PROPOSED ORDINANCES

Ad Description

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

December 03, 2018

Run Date(s)

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

Sword to and Subscribed before me this 12th day of December 2018, by Diana Figueroa who is personally known to me.


Affiant

Notary

Publication Cost \$ 1,654.20
Ad Number 407008
Customer # PNJ-25615500

Murderous ants may be in your midst



Southern Perspective
Lynn Barry
Guest Columnist

This won't be a festive column despite the season. I usually try to foster joy and goodwill with my words right about now, and the subject of ants which line their nests with the heads of their enemies is exactly the opposite of that holiday spirit. Sure, I could've saved it until after the new year, but it's filling my brain space right now, so here it goes.

To set the stage, Formica archboldi is a species of ant which resides in upper Florida, Georgia and Alabama. Its natural enemy is the trap jaw ant, that being its common name. F. archboldi doesn't seem to have a common name, so we're stuck with that one until someone of the scientific sort decides to give it one. The "archboldi" part comes from the fact that researchers at the Archbold Biological Station in Highlands County in Florida originally described the species.

Scientists have known about the dismembered trap jaw body parts in F. archboldi nests for years, but they wondered if the nests originally belonged to trap jaw ants since body parts of naturally deceased ants being around colonies is common. This theory just got mixed.

The other possibility was that F. archboldi ants are prey specialists, but those are rather rare in the insect world. Ants, especially, are considered general

ists when it comes to food. Also, the two species of trap jaw ants in question have spring-loaded mandibles that can strike about 40 times per second. They command insect respect.

Adrian Smith of the North Carolina Museum of Natural Sciences and North Carolina State University recently released results of his study on such, and it smashes that logic. He has video of F. archboldi ants consuming trap jaw ant's outside of the colony with shots of formic acid spray and then dragging

them inside to do the dirty work.

The words "collected" and "decorate" have been used in articles discussing this phenomenon. I find this fascinating, because both words imply an abstract thought process and are usually even associated with art. Do ants have abstract thought processes? I don't know, but why else would this habit have evolved? Maybe once upon a time, there was an actual biological reason for it, and now they still do it even though it's unnecessary. Or maybe, just maybe,

they simply don't like the taste of trap jaw ant heads. I would get it. Heads of any kind aren't on my to-eat list either.

Someone with more insect experience than me will eventually figure it out. Until then, I'll be eyeballing the ant hills at my yard a little more closely. I'll be wondering, "What's going on down there?"

Then again, maybe not. I'm not sure I want to know.

Southern girl Lynn Barry is a freelance columnist for the News Journal.



A Formica archboldi ant, which is native to Florida, is pictured with the remains of trap jaw ants. COURTESY OF ADRIAN SMITH

Asmar

Continued from Page 1C

which is centered in the paradise called Pensacola Beach.

A Jacksonville native, Asmar is married to her college sweetheart Joel, a Pensacola native. They met while they were students at Florida State University and have been together since she was 17. Upon graduation, she interned at Baptist Hospital, where she was subsequently hired permanently and made Pensacola her new home.

Asmar went on to earn her master's degree at the University of West Florida.

Mel and Joel have twin 9-year-olds who attend Pensacola Beach Elementary School. She has worked at the Lewis & Boat Co. for 23 years, where she serves as human resources director.

Asmar has treasured time in numerous area charities including the Early Learning Coalition, Big Brothers Big Sisters, Catholic Charities and United Way, chiding two of those.

A self-described optimist and morning person, she kicks starts her overworking days by watching the sun rise.

"I love to ride my bike," said Asmar, who has marathons, ironmen and marathons under her belt. So that's often what she's doing as the sun breaches the horizon to announce a new day. If not on her bike, daybreak finds her running, swimming or attending boot camp.

"Like getting up early, getting outside to exercise to get focus and get ahead of the game. It gives me a mental edge so I'm ready to face anything else the day might bring."

"As a family we enjoy traveling, outdoor activities mostly on the water, such as fishing and snorkeling. And biking!" she added, noting that her children now follow in her footsteps and have completed kids' triathlons.

Just as her kids have adapted their

mom's active lifestyle, Asmar said IMPACT is a household name, so her world's often merge.

"My kids point out IMPACT logos all around town. Seems like every field trip they go on, we have provided a grant. First City Arts, MESS Hall, Roy Hyatt Center, Pensacola Little Theatre, MANNA, Rotary Playground at Maritime Park - you name it!"

Keeping a good thing going

IMPACT's accomplishment is a living, breathing embodiment of Asmar's definition of confidence.

"Confidence to me is mostly about desire. If a not necessarily knowing that you're going to succeed or feeling like you have the right talent or tools, but more about the drive to experience something new, challenge limits, try to achieve something meaningful and just to take a chance," said Asmar.

That pioneering spirit is the hallmark of IMPACT 100.

"We have the most passionate, intelligent and energetic women I've ever been associated with. I've met lifelong friends based on our common interest of working to improve the lives of others. I'm lucky to follow in the foot steps of legends like Debbie Ritchie and Belle Bear, who founded our Impact 100."

"My goal has been to keep a good thing going with minor enhancements and tweaks as necessary, but primarily to maintain our core values and our mission. It's always our goal to grow membership because that means we can give back more to the community," said Asmar.

In fact, in mid-October, IMPACT 100 members awarded 11 grants of more than \$100,000 for nonprofit projects throughout Escambia and Santa Rosa counties. Total impact this year: \$1,033,000.

History at risk of fading away has been preserved; medical clinics now have needed life-saving equipment; in-

ner city kids are learning to play instruments they wouldn't have had other wise; at risk teens are receiving job training; children have playgrounds where there was only dirt. And the list goes on and on with no end in sight of

how the organization, and leaders like Asmar, will transform Northwest Florida.

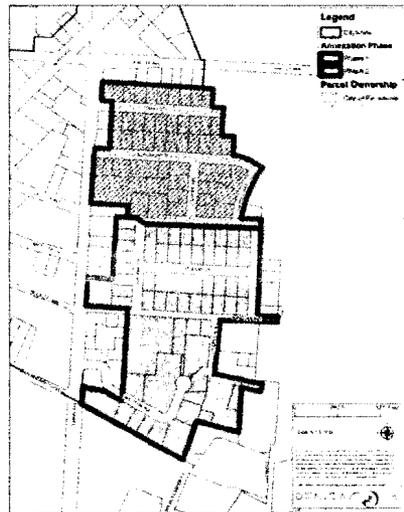
Allison McCarty is a freelance writer for the News Journal and Kalla magazine.

NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinance No. 25-18 was presented to the City Council of the City of Pensacola for first reading on Thursday, November 8, 2018 and will be presented for final reading and adoption on Thursday, December 13, 2018 at 5:30 p.m. in Council Chambers on the first floor of City Hall, 222 West Main Street, Pensacola, Florida.

The title of the proposed ordinance is as follows:
P.O. 25-18:

AN ORDINANCE INCORPORATING AND ASSESSING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE. (Campus Heights Phase II - Airport Commerce Park)



A copy of proposed ordinances may be inspected by the public in the City Clerk's office, located on the 3rd floor of City Hall, 222 West Main Street, Pensacola, Florida, or on-line on the City's website: <https://pensacola.legistar.com/calendar.aspx>. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinances.

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

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

CITY OF PENSACOLA, FLORIDA
By: Erika L. Barnett, City Clerk

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Council agendas posted on-line before meetings.

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PLANNING SERVICES

MINUTES OF THE PLANNING BOARD

January 8, 2019

MEMBERS PRESENT: Chairman Paul Ritz, Nathan Monk, Danny Grundhoefer, Kurt Larson, Ryan Wiggins, Nina Campbell

MEMBERS ABSENT: None

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Mayor Robinson, Laurie Byrne, Constituent Services, Ross Pristera, Advisor

OTHERS PRESENT: Bill Weeks, Teresa Hill, Bennett Shuman, Nannette Chandler, David Peaden, Greg Dziadon, Kacee Bidnick, Steven Sebold, Chris Palmer, Marcie Whitaker, Fred Gunther, Tim Evans, Drew Buchanan, Councilwoman Ann Hill

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from November 13, 2018.
- New Business:
 1. **Consider Zoning & FLUM Amendment for Airport Annexation Parcels**
- **Discussion Item: Amendment to Land Development Code for Historic Preservation Commission**
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:02 pm with a quorum present.

Approval of Meeting Minutes

Ms. Wiggins made a motion to approve the November 13, 2018 minutes, seconded by Mr. Larson, and it carried unanimously.

New Business

Consider Zoning & FLUM Amendment for Airport Annexation Parcels

Mr. Dan Flynn, Pensacola International Airport Director, is requesting to rezone the City-owned properties included within the recent City of Pensacola annexation approved through Ordinance 25-18 to ARZ, Airport Restricted Zoning District. This request also requires a Future Land Use Map (FLUM) Amendment to A, Airport. The zoning district and FLUM designation were previously under the jurisdiction of Escambia County. Since the properties now lie within the jurisdictional boundary of the City of Pensacola, the applicable zoning district and FLUM designation need to be established.

Mr. Grundhoefer asked why this was pertinent, and Chairman Ritz explained it was because the property was in Escambia County prior to annexation and needed to be changed in jurisdictional coverage. Ms. Deese confirmed the property was city-owned and annexed in December 2018.

Mr. Larson made a motion to approve, seconded by Ms. Wiggins. Chairman Ritz asked for audience speakers, and there were none. The motion then carried unanimously.

Discussion Item: Amendment to Land Development Code for Historic Preservation Commission

Chairman Ritz stated he appreciated all the public dialogue regarding this item. It seemed the 50-year time limit was the point of concern and was an awkward time limit. He expressed his concern over the suburban ranch house with attached garages being considered historic in just a few years. Ms. Wiggins had researched this item and had spoken with the head of the Certified Local Government with the State to get more background. Her biggest concern was with property rights, and she advised the 50-year timeframe was with the Department of State and was not historically significant; our ordinance automatically considered the 50-year measure as historic, and she did not feel that was the intent of the Department of State. She referred to the last meeting when Mr. Weeks brought up Florida Statute 70 addressing property rights. She had asked the City Attorney through the staff to weigh in regarding this ordinance. A determination to see if this was a conflict was not available at this time. She further stated that being on the National Registry was an honorary title and did not prevent demolition. In order to be certified, the staff has to attend workshops and conferences, and money would have to be allocated for staff and these functions. Also, there would be competition between 75 cities for any grant money. She felt if the City could govern demolition within the structure they currently have, there was no reason to form another board.

Mr. Monk agreed that the work on the 2016 ordinance was very exhaustive and specifically targeted demolition. It had been workshopped with tremendous citizen involvement and was a very good beginning. He felt it was not the government's responsibility to oversee morals and ethics. If the Board was to start over with another ordinance, it would be another nine months, with more demolitions occurring in the meantime. He agreed property rights were very important, but the history of Pensacola was owned by every resident. He emphasized more and more of what makes us Pensacola was disappearing. Other cities had found ways to balance property rights and manage demolition; this was also covered in the ordinance of 2016 and was closer to where the citizens wanted us to be.

Mayor Robinson thanked the Board for their service and stated he grew up in the Pensacola Heights and Cordova Park neighborhoods which were not considered historic. He was concerned about where we draw the timeline to consider what is defined as historic. He was reminded there were some Frank Lloyd Wright houses from the 1960s that would be architecturally worth saving, but there were some ranch homes that could be replaced without making Pensacola a worse place.

Chairman Ritz explained with having this item as a discussion, no action was anticipated at this time, and there had been enough input to keep the discussion open longer to answer any remaining questions. He referenced Councilwoman Cannada-Wynn's letter regarding historic homes versus property rights and used his own home of 100 years+ as an example - having nothing historically relevant to it but certainly at the 50-year mark. Mr. Monk was comfortable without the 50-year mark but was concerned with the shotgun type homes disappearing and wanted more discussion. Ms. Wiggins stated we need to be careful in defining "old" as "historic" and not devalue the true historic assets in the city. Saving something just to save it would lead to dilapidation due to the costs to maintain as well as gentrification because homeowners can't afford to live in their homes. Chairman Ritz pointed out if your renovation cost exceeds 50 percent of the building cost, you must bring it up to Code. Mr. Grundhoefer stated the guidelines set up two years ago specifically addressed the types of structures considered historic or significant. He asked if the Board should take Councilwoman Cannada-Wynn's suggestion and establish a historic preservation commission which could vet this document the Board was putting together.

He still felt it was a good document since it did not restrict or deny but simply delayed demolition in order to vet another opportunity to save the structure.

Mr. Monk felt the Board could take on the responsibility for review and fit it into the agenda rather than establishing another commission. Ms. Wiggins added there was only one benefit to being certified which was the ability to apply for grant money and obtain training, but it was very political and would not pay for the board itself or the accommodating staff. Mr. Monk stated he would not be offended if the City reinvested in those types of hardships. Ms. Wiggins suggested there might be private investors who were passionate about historic rehabilitation and might be willing to invest.

Bill Weeks referred to Section 5 of the Historic Preservation Commission document regarding knowledge of and a demonstrated interest in historic, architectural and aesthetic development. He was concerned with ending up with airstream trailers and a coffeehouse made out of shipping containers which were all approved by the ARB. He also pointed out Section 6 (d) stating he could opt out in writing, but the commission and Council could place him in a historic site or area and violate his property rights. He suggested the Board had the perfect opportunity two years ago when UWF offered to perform a study of Pensacola to determine the historic areas. He advised this needed to be defined and let the experts decide what is historic and what is not – not taking a shotgun approach to the entire city to determine what is historic and what is not.

Mr. Gunther advised he had purchased and renovated a number of older houses, and his biggest concern was the age determination and thought it was over-reaching in determining the color and landscaping which might deter investment within the city.

Mr. Pristera stated he liked the work they performed two years ago but did not like the current document. However, there were some misconceptions he wanted to clarify. He explained the National Park Service set a standard, with 50 years being the starting point, to look at a property to determine if it is historic – it was just a starting point. After that, they have established criteria for evaluation, and you must meet one or more categories either associated with events, significant people, architectural significance or archaeological significance. Once you have met one, the next would be integrity and how the property has changed over the years and did it retain its significance. There would still need to be additional research to make the historical determination. This was what the National Parks and National Registry followed. He pointed out most 50-year old structures would not qualify as historical.

Mr. Pristera performed a district survey in Defuniak Springs of over 300 properties following the National Park Service standards. On the Florida Master Site File, it asked if the structure was National Register eligible and/or National District Register eligible. Concerning ranch houses, some places not significant on their own could potentially be significant as a district. He pointed out the City could file for Survey and Planning Grants and either hire a consultant or have someone in-house to do survey work and define which areas of the city needed some attention and what potentially was historic. The neighborhood could then give their input if they wanted an ordinance to protect their resources which is the only way it works – a buy-in from the community. He considered Section F with powers and duties and did not know who on the Commission would be performing all the homework, but felt something needed to address demolition and offer an evaluation on a property with an opportunity to possibly move the structure, however, he was not in favor of another board. Mr. Grundhoefer asked if a demolition permit was applied for a 50-year old house, could it be forwarded to Mr. Pristera for a determination, and Mr. Pristera advised he could assist, with simple ones taking possibly 30 minutes and older ones a little longer. But if it was determined historic, he also did not want to see it rot. He was also concerned with what would replace it.

Chris Palmer, the incoming President of the Northwest Florida Chapter of NAIOP, their commercial real estate trade association, stated from their prospective they were concerned about this document and were not opposed to changing demolition ideas or things which preserve character, but this document was something they were keeping their eye on because they thought it might be problematic.

Nanette Chandler, a realtor, stated she had done historic renovations.

She explained some clients will specifically say they do not want to be in a historic district because they cannot adhere to the parameters for construction renovation or they are not interested in doing so. If there was a buy-in from specific districts stating this was a new historic district and those people who live there would agree to it, whenever they sell their home, the next person could adhere to those requirements. You would not be forcing a property owner to do anything differently and infringing on their property rights. The document needed to be specific with the requirements for each district and very straight forward. She pointed out gentrification was also a real concern. She stated her home was relocated and completely renovated, however, there was no way her neighbor could accomplish this on a fixed income.

Chairman Ritz offered the document in this agenda item was inadequate for Pensacola's needs and not wanted by anyone. This document was best served by being taken away from the Board's plate. Mr. Monk then recommended that the 2016 ordinance be on next month's agenda for discussion and vote. Chairman Ritz agreed since citizens had gotten more involved, and the Board needed to address the historic fabric of Pensacola in a way that was fair and equitable to the citizens as a whole as well as individual property owners. He did not believe there was a need for another board; this board could do that evaluation, and if it got too cumbersome, it could be addressed at that time. Going forward, the Board should revert to discussing the previous 2016 ordinance and restart that process.

Ms. Wiggins addressed the current document referring to 1(g) "The city council desires for the city to become a Certified Local Government." She wanted clarification on what the Board was being asked to do. Mr. Grundhoefer stated the document was an example, and the Board was to decide to use it or not use it. Chairman Ritz stated it was a discussion point, and the Board could recommend anything. Mr. Grundhoefer explained Councilwoman Cannada-Wynn was asking the Board to evaluate if we should develop the preservation board or the Planning Board, ARB or city staff could take care of these structures. Mr. Monk pointed out that Council had asked this of the Board two years ago and then punted. Ms. Campbell advised she was comfortable with the 2016 ordinance and comfortable in making a recommendation to Council to revisit that 2016 ordinance. Ms. Deese stated the Board had recommended a workshop and because of the light agenda, staff scheduled the document as a discussion item, and this was something which needed to be discussed at a regularly scheduled meeting as an agenda item. A formal recommendation or vote should not be held today. She explained staff has already received an application for the February 12th meeting, and this could be added as an agenda item for that meeting.

Mr. Monk made a motion to bring back the 2016 ordinance at next month's meeting for further discussion and potential vote, seconded by Ms. Campbell. Ms. Wiggins was worried there would not be time for public input and requested possibly two months. Chairman Ritz explained the Board could make recommendations at the February meeting to include future workshops. Mr. Monk stated the ordinance was workshopped substantially, and the Board would simply be passing this as a recommendation to Council; it would then have the previous workshop materials, review and discussion in February, and then proceed to Council to pass or fail. Ms. Deese explained the ordinance would go through at least two Council meetings, and Ms. Wiggins was comfortable with that timeframe.

Mr. Shuman informed the Board he was not familiar with the document, and Ms. Deese advised it was part of the agenda packet and offered to furnish him with a copy. **The motion then carried unanimously.**

Mr. Grundhoefer suggested since the ordinance was only six pages, the Board should recommend a process, and if the Planning Board would take this on instead of developing a Preservation Commission, that recommendation should be made since Councilwoman Cannada-Wynn asked for that consideration. Chairman Ritz advised this Board's official term ends July 2019, and whoever sits on that Board would reap the benefits of the decision coming from the Board in either making or not making more work for them.

Open Forum – None.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 3:04 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Brandi C. Deese". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Brandi C. Deese
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 04-19

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 04-19 - REQUEST FOR ZONING MAP AMENDMENT - ANNEXED AIRPORT PARCELS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 04-19 on first 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: No Hearing Required

SUMMARY:

Pensacola International Airport is requesting to rezone the City-owned properties included in the adoption of Ordinance No. 14-18, which annexed these parcels into the City limits. This request is to rezone the parcels from County zoning to ARZ, Airport Restricted Zoning District. This request also requires a Future Land Use Map (FLUM) Amendment to A, Airport. The zoning district and FLUM designation were previously under the jurisdiction of Escambia County. Since the properties now lie within the jurisdictional boundary of the City of Pensacola, the applicable zoning district and FLUM designation need to be established.

On January 8, 2019, the Planning Board unanimously recommended approval of the proposed Future Land Use Map and Zoning Map amendment.

PRIOR ACTION:

December 18, 2018 - City Council adopted Ordinance No. 14-18, annexing subject parcels owned by the Pensacola International Airport.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

1/28/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Sherry H. Morris, AICP, Planning Services Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 04-19
- 2) Map of Annexation Area to be Rezoned
- 3) Ordinance No. 14-18
- 4) January 8, 2019 Planning Board Minutes

PRESENTATION: No

PROPOSED
ORDINANCE NO. 04-19

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; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.

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

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on February 14, 2019 concerning the following proposed zoning classification affecting the property described therein; and

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

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE GO N03°10'03"E ALONG THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE (RIGHT OF WAY WIDTH VARIES) A DISTANCE OF 1276.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL

RECORDS BOOK 374 AT, PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO S87°18'36"E ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 238.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL FOR THE POINT OF BEGINNING; THENCE GO S87°18'36"E A DISTANCE OF 61.28 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE GO S55°55'01"E A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE GO S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND ITS EXTENSION A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE GO N03°05'12"E A DISTANCE OF 65.74 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF BLOCK 5, COLLEGE HEIGHTS, AS RECORDED IN PLAT BOOK 5 AT PAGE 9 OF SAID COUNTY; THENCE N86°53'48"W ALONG THE SOUTH LINE OF SAID BLOCK 5 A DISTANCE OF 130.24 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE DEPARTING SAID SOUTH LINE, GO NORTHEASTERLY ALONG THE WEST LINE OF BLOCK 5, SAID WEST LINE BEING A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 700.00 FEET, A DELTA ANGLE OF 26°32'42", A CHORD BEARING OF N16°25'12"E, AND A CHORD DISTANCE OF 321.41 FEET, FOR AN ARC DISTANCE OF 324.31 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE GO N29°31'35"E A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF LOT 22, BLOCK 7 OF SAID COLLEGE HEIGHTS; THENCE GO N60°28'25"W A DISTANCE OF 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO NORTHWESTERLY ALONG THE SOUTH LINE OF BLOCK 2, SAID SOUTH LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 373.00 FEET, A DELTA ANGLE OF 23°17'52", A CHORD BEARING OF N72°07'21"W, AND A CHORD DISTANCE OF 150.63', FOR AN ARC DISTANCE OF 151.67 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, GO N03°19'10"E A DISTANCE OF 127.17 FEET TO THE SOUTHEAST CORNER OF LOT 12 IN SAID BLOCK 2; THENCE GO N86°52'44"W ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 75.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE DEPARTING SAID SOUTH LINE, GO N03°18'20"E ALONG THE WEST LINE OF SAID LOT 12 AND ITS EXTENSION A DISTANCE OF 192.64 FEET TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 1 OF SAID COLLEGE HEIGHTS; THENCE GO N87°04'35"W ALONG THE SOUTH LINE OF SAID LOT 18 A DISTANCE OF 75.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID SOUTH LINE, GO N03°17'53"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 126.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID WEST LINE, GO N87°00'35"W ALONG THE NORTH LINE OF LOT 19 IN SAID BLOCK 1 AND ITS EXTENSION A DISTANCE OF 750.59 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 120.05 FEET TO A POINT; THENCE GO SOUTH 42°56'03"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 9.26 FEET

TO A POINT ON THE SOUTH LINE OF LOT 28 IN SAID BLOCK 1; THENCE GO S87°00'15"E ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 143.94 FEET TO A THE SOUTHEAST CORNER OF LOT 27 IN SAID BLOCK 1; THENCE DEPARTING SAID SOUTH LINE OF BLOCK 1, GO S03°19'58"W A DISTANCE OF 66.36 FEET TO THE NORTHEAST CORNER OF LOT 2 IN BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO N87°02'07"W ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 75.12 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE DEPARTING SAID NORTH LINE, GO S03°13'09"W ALONG THE WEST LINE OF LOTS 2 AND 27 IN SAID BLOCK 2 TO A DISTANCE OF 253.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE GO N86°50'42"W ALONG THE SOUTH LINE OF SAID BLOCK 2 A DISTANCE OF 86.96 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 386.53 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, GO S87°07'22"E ALONG THE THE NORTH LINE OF SAID PARCEL A DISTANCE OF 238.49 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE DEPARTING SAID NORTH LINE, GO S03°35'24"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 80.16 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY LIES IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 19.345 ACRES

is hereby changed from County Zoning to ARZ (Airport Restricted Zoning District).

A map depicting the area to be rezoned is attached hereto as Exhibit A.

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

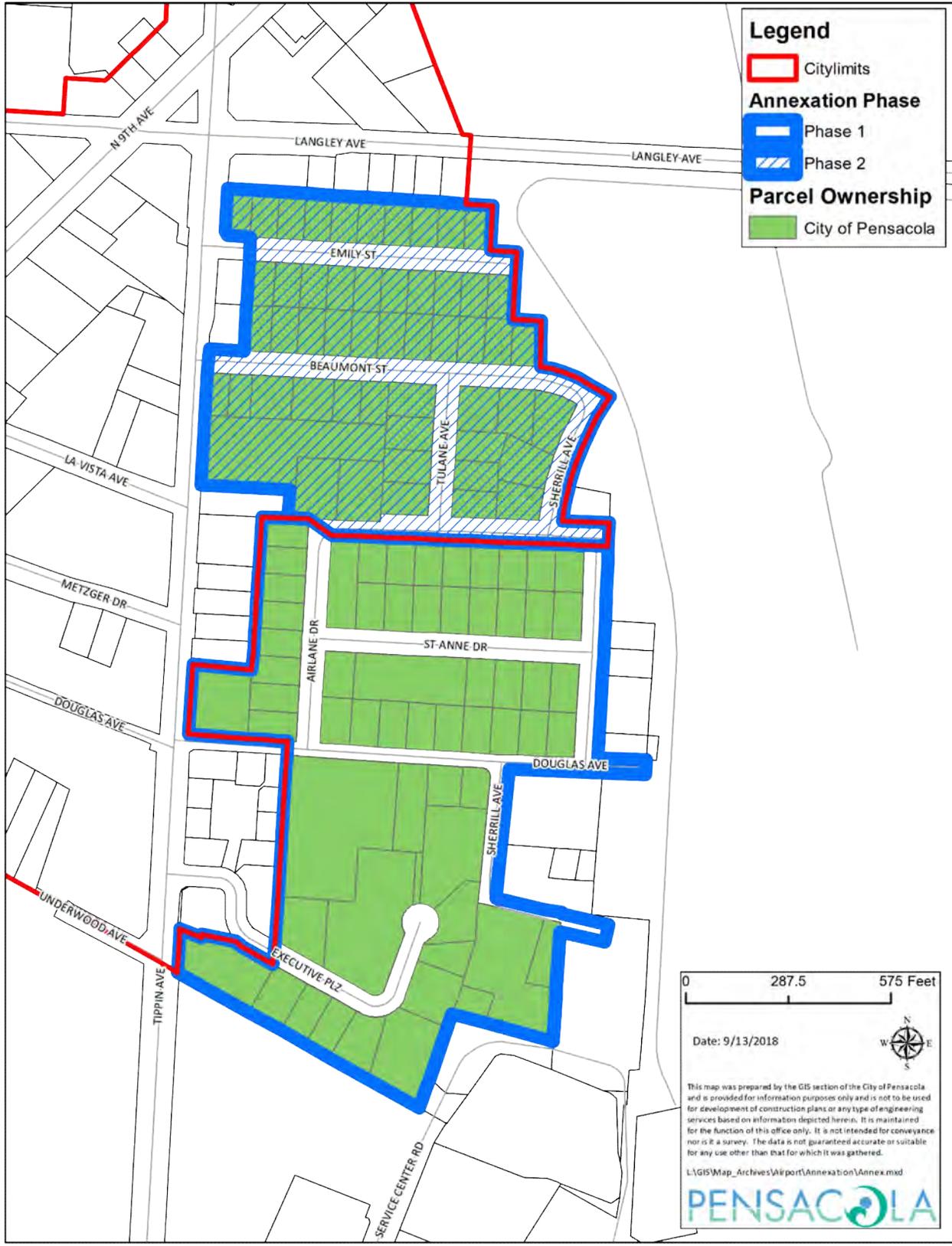
SECTION 3. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

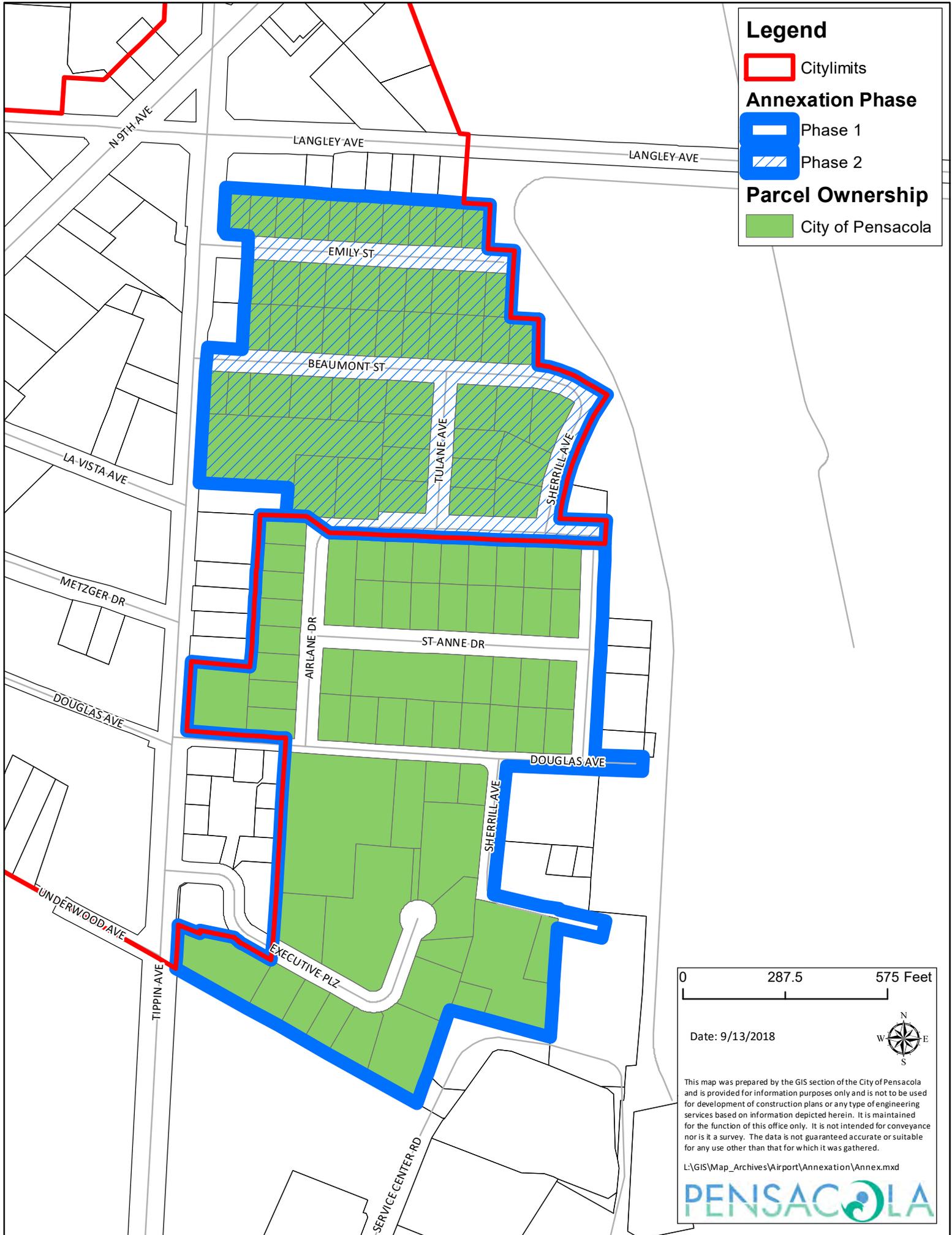
Passed: _____

Approved: _____
President of City Council

Attest:

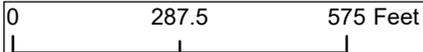
City Clerk





Legend

- Citylimits
- Annexation Phase**
- Phase 1
- Phase 2
- Parcel Ownership**
- City of Pensacola



Date: 9/13/2018



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.

PROPOSED
ORDINANCE NO. 25-18

ORDINANCE NO. 14-18

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola has found that the property described below is contiguous to the City of Pensacola and reasonably compact in nature; and meets the requirements of Section 171.043, Florida Statutes.

WHEREAS, the City Council of the City of Pensacola has determined that the area described below does not have any registered voters and that the owners of more than 50 percent of the parcels of land in such area consent to such area being annexed into the City of Pensacola as provided by Section 171.0413(6), Florida Statutes; and

WHEREAS, the City Council has caused to be prepared a report setting forth the plans to provide urban services to the area described below, which report is in conformance with the requirements of Section 171.042, Florida Statutes and said report has been distributed in accordance with said act; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the City of Pensacola hereby finds and declares that all requirements of law provided by Chapter 171, Florida Statutes, have been met, for the purpose of integrating and annexing said area into the City of Pensacola, the hereafter described area, and that the City of Pensacola does hereby accept into the City of Pensacola the following described properties which are being integrated and annexed by the City of Pensacola and made a part and portion of the City of Pensacola, lying within and hereby incorporated into the City of Pensacola, to-wit:

DESCRIPTION OF PROPOSED ANNEXATION:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE GO N03°10'03"E ALONG THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE (RIGHT OF WAY WIDTH VARIES) A DISTANCE OF 1276.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT, PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO S87°18'36"E ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 238.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL FOR THE POINT OF BEGINNING; THENCE GO S87°18'36"E A DISTANCE OF 61.28 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE GO S55°55'01"E A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE GO S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND ITS EXTENSION A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE GO N03°05'12"E A DISTANCE OF 65.74 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF BLOCK 5, COLLEGE HEIGHTS, AS RECORDED IN PLAT BOOK 5 AT PAGE 9 OF SAID COUNTY; THENCE N86°53'48"W ALONG THE SOUTH LINE OF SAID BLOCK 5 A DISTANCE OF 130.24 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE DEPARTING SAID SOUTH LINE, GO NORTHEASTERLY ALONG THE WEST LINE OF BLOCK 5, SAID WEST LINE BEING A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 700.00 FEET, A DELTA ANGLE OF 26°32'42", A CHORD BEARING OF N16°25'12"E, AND A CHORD DISTANCE OF 321.41 FEET, FOR AN ARC DISTANCE OF 324.31 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE GO N29°31'35"E A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF LOT 22, BLOCK 7 OF SAID COLLEGE HEIGHTS; THENCE GO N60°28'25"W A DISTANCE OF 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO NORTHWESTERLY ALONG THE SOUTH LINE OF BLOCK 2, SAID SOUTH LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 373.00 FEET, A DELTA ANGLE OF 23°17'52", A CHORD BEARING OF N72°07'21"W, AND A CHORD DISTANCE OF 150.63', FOR AN ARC DISTANCE OF 151.67 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, GO N03°19'10"E A DISTANCE OF 127.17 FEET TO THE SOUTHEAST CORNER OF LOT 12 IN SAID BLOCK 2; THENCE GO N86°52'44"W ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 75.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE DEPARTING SAID SOUTH LINE, GO N03°18'20"E ALONG THE WEST LINE OF

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A map depicting the area to be annexed is attached hereto as Exhibit A.

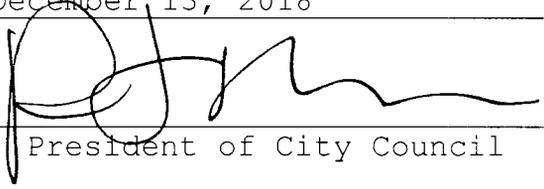
SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without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

unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 4. This ordinance shall 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: December 13, 2018

Approved: 
President of City Council

Attest:


City Clerk



CITY CLERK'S OFFICE/LEGAL ADS
P O BOX 12910
PENSACOLA, FL 32521-0001



PROOF OF PUBLICATION

State of Florida:

Escambia County FL:

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

NOTICE OF PROPOSED ORDINANCES

Ad Description

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

December 03, 2018

Run Date(s)

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

Sword to and Subscribed before me this 12th day of December
2018, by Diana Figueroa
who is personally known to me.


Affiant

Notary

Publication Cost \$ 1,654.20
Ad Number 407008
Customer # PNJ-25615500

Murderous ants may be in your midst



Southern Perspective
Lynn Barry
Guest Columnist

This won't be a festive column despite the season. I usually try to foster joy and goodwill with my words right about now, and the subject of ants which line their nests with the heads of their enemies is exactly the opposite of that holiday spirit. Sure, I could've saved it until after the new year, but it's filling my brain space right now, so here it goes.

To set the stage, *Formica archboldi* is a species of ant which resides in upper Florida, Georgia and Alabama. Its natural enemy is the trap jaw ant, that being its common name. *F. archboldi* doesn't seem to have a common name, so we're stuck with that one until someone of the scientific sort decides to give it one. The "archboldi" part comes from the fact that researchers at the Archbold Biological Station in Highlands County in Florida originally described the species.

Scientists have known about the dismembered trap jaw body parts in *F. archboldi* nests for years, but they wondered if the nests originally belonged to trap jaw ants since body parts of naturally deceased ants being around colonies is common. This theory just got mixed.

The other possibility was that *F. archboldi* ants are prey specialists, but those are rather rare in the insect world. Ants, especially, are considered general

ists when it comes to food. Also, the two species of trap jaw ants in question have spring-loaded mandibles that can strike about 40 times per second. They command insect respect.

Adrian Smith of the North Carolina Museum of Natural Sciences and North Carolina State University recently released results of his study on such, and it smashes that logic. It has a lot of *F. archboldi* ants cannibalizing trap jaw ant's outside of the colony with shots of formic acid spray and then dragging

them inside to do the dirty work.

The words "collected" and "decorate" have been used in articles discussing this phenomenon. I find this fascinating, because both words imply an abstract thought process and are usually even associated with art. Do ants have abstract thought processes? I don't know, but why else would this habit have evolved? Maybe once upon a time, there was an actual biological reason for it, and now they still do it even though it's unnecessary. Or maybe, just maybe,

they simply don't like the taste of trap jaw ant heads. I would get it. Breads of any kind aren't on my to-eat list either.

Someone with more insect experience than me will eventually figure it out. Until then, I'll be eyeballing the ant hills at my yard a little more closely. I'll be wondering, "What's going on down there?"

Then again, maybe not. I'm not sure I want to know.

Southern girl Lynn Barry is a freelance columnist for the News Journal.



A *Formica archboldi* ant, which is native to Florida, is pictured with the remains of trap jaw ants. COURTESY OF ADRIAN SMITH

Asmar

Continued from Page 1C

which is centered in the paradise called Pensacola Beach.

A Jacksonville native, Asmar is married to her college sweetheart Joel, a Pensacola native. They met while they were students at Florida State University and have been together since she was 17. Upon graduation, she interned at Baptist Hospital, where she was subsequently hired permanently and made Pensacola her new home.

Asmar went on to earn her master's degree at the University of West Florida.

Mel and Joel have two 9-year-olds who attend Pensacola Beach Elementary School. She has worked at the Lewis & Boat Co. for 23 years, where she serves as human resources director.

Asmar has treasured time in numerous area charities including the Early Learning Coalition, Big Brothers Big Sisters, Catholic Charities and United Way, chiding two of those.

A self-described optimist and morning person, she kicks starts her overworking days by watching the sun rise.

"I love to ride my bike," said Asmar, who has marathons, ironmen and marathons under her belt. So that's often what she's doing as the sun breaches the horizon to announce a new day. If not on her bike, daybreak finds her running, swimming or attending boot camp.

"Like getting up early, getting outside to exercise to get focus and get ahead of the game. It gives me a mental edge so I'm ready to face anything else the day might bring."

"As a family we enjoy traveling, outdoor activities mostly on the water, such as fishing and snorkeling. And biking!" she added, noting that her children now follow in her footsteps and have completed kids' triathlons.

Just as her kids have adapted their

mom's active lifestyle, Asmar said IMPACT is a household name, so her words often ring.

"My kids point out IMPACT logos all around town. Seems like every field trip they go on, we have provided a grant. First City Arts, MESS Hall, Roy Hyatt Center, Pensacola Little Theatre, MANNA, Rotary Playground at Maritime Park — you name it!"

Keeping a good thing going

IMPACT's accomplishment is a living, breathing embodiment of Asmar's definition of confidence.

"Confidence to me is mostly about desire. If a not necessarily knowing that you're going to succeed or feeling like you have the right talent or tools, but more about the drive to experience something new, challenge limits, try to achieve something meaningful and just to take a chance," said Asmar.

That pioneering spirit is the hallmark of IMPACT 100.

"We have the most passionate, intelligent and energetic women I've ever been associated with. I've met lifelong friends based on our common interest of working to improve the lives of others. I'm lucky to follow in the footsteps of legends like Debbie Ritchie and Belle Bear, who founded our Impact 100."

"My goal has been to keep a good thing going with minor enhancements and tweaks as necessary, but primarily to maintain our core values and our mission. It's always our goal to grow membership because that means we can give back more to the community," said Asmar.

In fact, in mid-October, IMPACT 100 members awarded 11 grants of more than \$100,000 for nonprofit projects throughout Escambia and Santa Rosa counties. Total impact this year: \$1,003,000.

History at risk of fading away has been preserved; medical clinics now have needed life-saving equipment, in-

ner city kids are learning to play instruments they wouldn't have had other wise; at risk teens are receiving job training; children have playgrounds where there was only dirt. And the list goes on and on with no end in sight of

how the organization, and leaders like Asmar, will transform Northwest Florida.

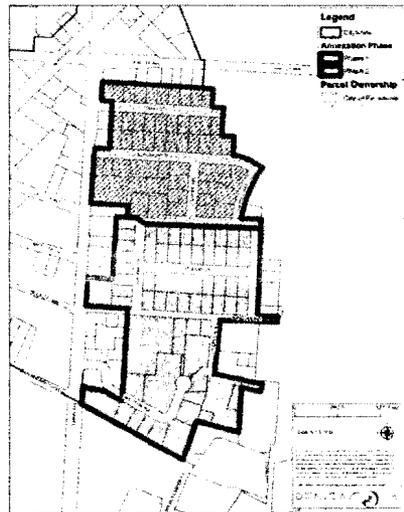
Allison McCarty is a freelance writer for the News Journal and Kalla magazine.

NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinance No. 25-18 was presented to the City Council of the City of Pensacola for first reading on Thursday, November 8, 2018 and will be presented for final reading and adoption on Thursday, December 13, 2018 at 5:30 p.m. in Council Chambers on the first floor of City Hall, 222 West Main Street, Pensacola, Florida.

The title of the proposed ordinance is as follows:
PO 435-18:

AN ORDINANCE INCORPORATING AND ASSESSING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE. (Campus Heights Phase II — Airport Commerce Park)



A copy of proposed ordinances may be inspected by the public in the City Clerk's office, located on the 3rd floor of City Hall, 222 West Main Street, Pensacola, Florida, or on-line on the City's website: <https://pensacola.legistar.com/calendar.aspx>. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinances.

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

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

CITY OF PENSACOLA, FLORIDA
By: Erika L. Barnett, City Clerk

Visit www.cityofpensacola.com to learn more about City activities.
Council agendas posted on-line before meetings.

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PLANNING SERVICES

MINUTES OF THE PLANNING BOARD

January 8, 2019

MEMBERS PRESENT: Chairman Paul Ritz, Nathan Monk, Danny Grundhoefer, Kurt Larson, Ryan Wiggins, Nina Campbell

MEMBERS ABSENT: None

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Mayor Robinson, Laurie Byrne, Constituent Services, Ross Pristera, Advisor

OTHERS PRESENT: Bill Weeks, Teresa Hill, Bennett Shuman, Nannette Chandler, David Peaden, Greg Dziadon, Kacee Bidnick, Steven Sebold, Chris Palmer, Marcie Whitaker, Fred Gunther, Tim Evans, Drew Buchanan, Councilwoman Ann Hill

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from November 13, 2018.
- New Business:
 1. **Consider Zoning & FLUM Amendment for Airport Annexation Parcels**
- **Discussion Item: Amendment to Land Development Code for Historic Preservation Commission**
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:02 pm with a quorum present.

Approval of Meeting Minutes

Ms. Wiggins made a motion to approve the November 13, 2018 minutes, seconded by Mr. Larson, and it carried unanimously.

New Business

Consider Zoning & FLUM Amendment for Airport Annexation Parcels

Mr. Dan Flynn, Pensacola International Airport Director, is requesting to rezone the City-owned properties included within the recent City of Pensacola annexation approved through Ordinance 25-18 to ARZ, Airport Restricted Zoning District. This request also requires a Future Land Use Map (FLUM) Amendment to A, Airport. The zoning district and FLUM designation were previously under the jurisdiction of Escambia County. Since the properties now lie within the jurisdictional boundary of the City of Pensacola, the applicable zoning district and FLUM designation need to be established.

Mr. Grundhoefer asked why this was pertinent, and Chairman Ritz explained it was because the property was in Escambia County prior to annexation and needed to be changed in jurisdictional coverage. Ms. Deese confirmed the property was city-owned and annexed in December 2018.

Mr. Larson made a motion to approve, seconded by Ms. Wiggins. Chairman Ritz asked for audience speakers, and there were none. The motion then carried unanimously.

Discussion Item: Amendment to Land Development Code for Historic Preservation Commission

Chairman Ritz stated he appreciated all the public dialogue regarding this item. It seemed the 50-year time limit was the point of concern and was an awkward time limit. He expressed his concern over the suburban ranch house with attached garages being considered historic in just a few years. Ms. Wiggins had researched this item and had spoken with the head of the Certified Local Government with the State to get more background. Her biggest concern was with property rights, and she advised the 50-year timeframe was with the Department of State and was not historically significant; our ordinance automatically considered the 50-year measure as historic, and she did not feel that was the intent of the Department of State. She referred to the last meeting when Mr. Weeks brought up Florida Statute 70 addressing property rights. She had asked the City Attorney through the staff to weigh in regarding this ordinance. A determination to see if this was a conflict was not available at this time. She further stated that being on the National Registry was an honorary title and did not prevent demolition. In order to be certified, the staff has to attend workshops and conferences, and money would have to be allocated for staff and these functions. Also, there would be competition between 75 cities for any grant money. She felt if the City could govern demolition within the structure they currently have, there was no reason to form another board.

Mr. Monk agreed that the work on the 2016 ordinance was very exhaustive and specifically targeted demolition. It had been workshopped with tremendous citizen involvement and was a very good beginning. He felt it was not the government's responsibility to oversee morals and ethics. If the Board was to start over with another ordinance, it would be another nine months, with more demolitions occurring in the meantime. He agreed property rights were very important, but the history of Pensacola was owned by every resident. He emphasized more and more of what makes us Pensacola was disappearing. Other cities had found ways to balance property rights and manage demolition; this was also covered in the ordinance of 2016 and was closer to where the citizens wanted us to be.

Mayor Robinson thanked the Board for their service and stated he grew up in the Pensacola Heights and Cordova Park neighborhoods which were not considered historic. He was concerned about where we draw the timeline to consider what is defined as historic. He was reminded there were some Frank Lloyd Wright houses from the 1960s that would be architecturally worth saving, but there were some ranch homes that could be replaced without making Pensacola a worse place.

Chairman Ritz explained with having this item as a discussion, no action was anticipated at this time, and there had been enough input to keep the discussion open longer to answer any remaining questions. He referenced Councilwoman Cannada-Wynn's letter regarding historic homes versus property rights and used his own home of 100 years+ as an example - having nothing historically relevant to it but certainly at the 50-year mark. Mr. Monk was comfortable without the 50-year mark but was concerned with the shotgun type homes disappearing and wanted more discussion. Ms. Wiggins stated we need to be careful in defining "old" as "historic" and not devalue the true historic assets in the city. Saving something just to save it would lead to dilapidation due to the costs to maintain as well as gentrification because homeowners can't afford to live in their homes. Chairman Ritz pointed out if your renovation cost exceeds 50 percent of the building cost, you must bring it up to Code. Mr. Grundhoefer stated the guidelines set up two years ago specifically addressed the types of structures considered historic or significant. He asked if the Board should take Councilwoman Cannada-Wynn's suggestion and establish a historic preservation commission which could vet this document the Board was putting together.

He still felt it was a good document since it did not restrict or deny but simply delayed demolition in order to vet another opportunity to save the structure.

Mr. Monk felt the Board could take on the responsibility for review and fit it into the agenda rather than establishing another commission. Ms. Wiggins added there was only one benefit to being certified which was the ability to apply for grant money and obtain training, but it was very political and would not pay for the board itself or the accommodating staff. Mr. Monk stated he would not be offended if the City reinvested in those types of hardships. Ms. Wiggins suggested there might be private investors who were passionate about historic rehabilitation and might be willing to invest.

Bill Weeks referred to Section 5 of the Historic Preservation Commission document regarding knowledge of and a demonstrated interest in historic, architectural and aesthetic development. He was concerned with ending up with airstream trailers and a coffeehouse made out of shipping containers which were all approved by the ARB. He also pointed out Section 6 (d) stating he could opt out in writing, but the commission and Council could place him in a historic site or area and violate his property rights. He suggested the Board had the perfect opportunity two years ago when UWF offered to perform a study of Pensacola to determine the historic areas. He advised this needed to be defined and let the experts decide what is historic and what is not – not taking a shotgun approach to the entire city to determine what is historic and what is not.

Mr. Gunther advised he had purchased and renovated a number of older houses, and his biggest concern was the age determination and thought it was over-reaching in determining the color and landscaping which might deter investment within the city.

Mr. Pristera stated he liked the work they performed two years ago but did not like the current document. However, there were some misconceptions he wanted to clarify. He explained the National Park Service set a standard, with 50 years being the starting point, to look at a property to determine if it is historic – it was just a starting point. After that, they have established criteria for evaluation, and you must meet one or more categories either associated with events, significant people, architectural significance or archaeological significance. Once you have met one, the next would be integrity and how the property has changed over the years and did it retain its significance. There would still need to be additional research to make the historical determination. This was what the National Parks and National Registry followed. He pointed out most 50-year old structures would not qualify as historical.

Mr. Pristera performed a district survey in Defuniak Springs of over 300 properties following the National Park Service standards. On the Florida Master Site File, it asked if the structure was National Register eligible and/or National District Register eligible. Concerning ranch houses, some places not significant on their own could potentially be significant as a district. He pointed out the City could file for Survey and Planning Grants and either hire a consultant or have someone in-house to do survey work and define which areas of the city needed some attention and what potentially was historic. The neighborhood could then give their input if they wanted an ordinance to protect their resources which is the only way it works – a buy-in from the community. He considered Section F with powers and duties and did not know who on the Commission would be performing all the homework, but felt something needed to address demolition and offer an evaluation on a property with an opportunity to possibly move the structure, however, he was not in favor of another board. Mr. Grundhoefer asked if a demolition permit was applied for a 50-year old house, could it be forwarded to Mr. Pristera for a determination, and Mr. Pristera advised he could assist, with simple ones taking possibly 30 minutes and older ones a little longer. But if it was determined historic, he also did not want to see it rot. He was also concerned with what would replace it.

Chris Palmer, the incoming President of the Northwest Florida Chapter of NAIOP, their commercial real estate trade association, stated from their prospective they were concerned about this document and were not opposed to changing demolition ideas or things which preserve character, but this document was something they were keeping their eye on because they thought it might be problematic.

Nanette Chandler, a realtor, stated she had done historic renovations.

She explained some clients will specifically say they do not want to be in a historic district because they cannot adhere to the parameters for construction renovation or they are not interested in doing so. If there was a buy-in from specific districts stating this was a new historic district and those people who live there would agree to it, whenever they sell their home, the next person could adhere to those requirements. You would not be forcing a property owner to do anything differently and infringing on their property rights. The document needed to be specific with the requirements for each district and very straight forward. She pointed out gentrification was also a real concern. She stated her home was relocated and completely renovated, however, there was no way her neighbor could accomplish this on a fixed income.

Chairman Ritz offered the document in this agenda item was inadequate for Pensacola's needs and not wanted by anyone. This document was best served by being taken away from the Board's plate. Mr. Monk then recommended that the 2016 ordinance be on next month's agenda for discussion and vote. Chairman Ritz agreed since citizens had gotten more involved, and the Board needed to address the historic fabric of Pensacola in a way that was fair and equitable to the citizens as a whole as well as individual property owners. He did not believe there was a need for another board; this board could do that evaluation, and if it got too cumbersome, it could be addressed at that time. Going forward, the Board should revert to discussing the previous 2016 ordinance and restart that process.

Ms. Wiggins addressed the current document referring to 1(g) "The city council desires for the city to become a Certified Local Government." She wanted clarification on what the Board was being asked to do. Mr. Grundhoefer stated the document was an example, and the Board was to decide to use it or not use it. Chairman Ritz stated it was a discussion point, and the Board could recommend anything. Mr. Grundhoefer explained Councilwoman Cannada-Wynn was asking the Board to evaluate if we should develop the preservation board or the Planning Board, ARB or city staff could take care of these structures. Mr. Monk pointed out that Council had asked this of the Board two years ago and then punted. Ms. Campbell advised she was comfortable with the 2016 ordinance and comfortable in making a recommendation to Council to revisit that 2016 ordinance. Ms. Deese stated the Board had recommended a workshop and because of the light agenda, staff scheduled the document as a discussion item, and this was something which needed to be discussed at a regularly scheduled meeting as an agenda item. A formal recommendation or vote should not be held today. She explained staff has already received an application for the February 12th meeting, and this could be added as an agenda item for that meeting.

Mr. Monk made a motion to bring back the 2016 ordinance at next month's meeting for further discussion and potential vote, seconded by Ms. Campbell. Ms. Wiggins was worried there would not be time for public input and requested possibly two months. Chairman Ritz explained the Board could make recommendations at the February meeting to include future workshops. Mr. Monk stated the ordinance was workshopped substantially, and the Board would simply be passing this as a recommendation to Council; it would then have the previous workshop materials, review and discussion in February, and then proceed to Council to pass or fail. Ms. Deese explained the ordinance would go through at least two Council meetings, and Ms. Wiggins was comfortable with that timeframe.

Mr. Shuman informed the Board he was not familiar with the document, and Ms. Deese advised it was part of the agenda packet and offered to furnish him with a copy. **The motion then carried unanimously.**

Mr. Grundhoefer suggested since the ordinance was only six pages, the Board should recommend a process, and if the Planning Board would take this on instead of developing a Preservation Commission, that recommendation should be made since Councilwoman Cannada-Wynn asked for that consideration. Chairman Ritz advised this Board's official term ends July 2019, and whoever sits on that Board would reap the benefits of the decision coming from the Board in either making or not making more work for them.

Open Forum – None.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 3:04 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Brandi C. Deese". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Brandi C. Deese
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 02-19

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 02-19 AMENDING SECTION 7-10-179(f) - OPERATIONAL PROCEDURES

RECOMMENDATION:

That City Council approve Ordinance No. 02-19 on first reading.

AN ORDINANCE AMENDING SECTION 7-10-179(f) OF THE CODE OF THE CITY OF PENSACOLA REQUIRING CREDIT CARD ACCEPTANCE BY TAXICABS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Ground transportation operators comprised of local taxicabs and national transportation network companies such as Uber and Lyft provide vital services to the patrons using the Pensacola International Airport. In FY 2018, these operators had a combined total of over sixty thousand trips from the facility.

Ground transportation activity at the Pensacola International Airport is managed through State Statute and operating agreements for the national transportation network companies, and City Code for the local taxicabs. Under a current provision of City Code, taxicabs providing service to the Airport are not required to accept payment via credit card UNLESS the taxicab operator advertises the fact that they accept credit cards. While most taxicab operators do accept credit cards and advertise the same, there are still several that do not. Of the one hundred sixty-eight cabs currently permitted at the Airport, only seven do not advertise credit card acceptance. All transportation network providers are required to accept credit cards.

Given the growth of activity at the Pensacola International Airport and given customer expectations with respect to the use of credit cards, it is recommended that the City Code be amended to require all taxicabs to accept credit cards if they want to provide service from the facility. Doing so will improve the level of customer service and reduce curbside issues between those operators accepting credit cards and the few that do not.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

1/23/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 02-19

PRESENTATION: No

PROPOSED ORDINANCE
NO. 02-19

AN ORDINANCE
TO BE ENTITLED

AN ORDINANCE AMENDING SECTION 7-10-179(f) OF THE CODE OF THE CITY OF PENSACOLA REQUIRING CREDIT CARD ACCEPTANCE BY TAXICABS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA;

SECTION 1. Section 7-10-179 of the Code of the City of Pensacola, is hereby amended to read:

Sec. 7-10-179. - Operational procedures.

- (a) Passenger pickup will be on a first-come, first-out basis, from the terminal regardless of the fact that a specific taxicab has been called.
- (b) All taxicabs with valid airport permits wishing to pick up passengers at the terminal must enter the taxicab queuing area. No taxicabs may pick up passengers without first entering the queuing area.
- (c) A maximum of four (4) taxicabs at any one time will be allowed in the taxicab passenger loading zone. The airport director may, by rule, change the location of the passenger loading zone and the number of taxicabs allowed to occupy the passenger loading zone. Notification by telephone to the company dispatching office, verbal communication to a taxicab driver who is operating a taxicab controlled by the operator or written notification by mail will constitute adequate notification of a rule change in this section. Copies of such rule changes shall be available in the airport director's office during normal business hours. Notification shall be given by the airport director or an authorized representative who in turn must notify the mayor in writing of such rule changes within forty-eight (48) hours.
- (d) All passenger pickups at the terminal shall be made at the taxicab passenger loading zone. It is a violation of this section to pick up or solicit passengers at any location upon airport property except as authorized by this section.
- (e) Taxicabs shall not refuse a passenger fare while waiting at the passenger loading zone. Taxicabs refusing a fare shall immediately leave the passenger loading zone without picking up any other fare and either leave the airport or move to the rear of the queuing area.
- (f) Taxicabs shall not be required to accept a fare that desires to have the taxicab bill placed on a charge basis, whether it is an individual, company, or other charge basis, and the operator shall advertise unless the operator accepts and/or advertises

acceptance of credit cards. In the event the taxicab driver refuses such a fare, the person shall be referred by the traffic officer to the next taxicab in line.

- (g) Reserved.
- (h) Reserved.
- (i) The first-in-line taxicab may refuse to carry baggage, packages, or other items requested by airport tenants. Nothing in this section shall authorize a taxicab to refuse service to any fare paying passenger.
- (j) The driver of any taxicab shall remain within the vehicle or immediately adjacent to the vehicle at all times while on airport property; except that, when necessary for use of restroom facilities, a driver may be absent from his taxicab for not more than ten (10) consecutive minutes in the taxi queuing area. Taxicab drivers are prohibited from loitering or standing inside the airport terminal while their taxicab is in the queuing area or at the passenger loading zone except as allowed in this section.
- (k) Taxicab drivers shall not handle passenger baggage except to load passenger baggage into the vehicle from curbside when requested by the passenger or unload the baggage to curbside when requested by the passenger.
- (l) Taxicab vehicles shall not be repaired or have mechanical or auto body work performed on them while at the airport; except, when necessary to conduct emergency repairs for the purpose of removing a malfunctioning vehicle to a place where normal repairs may be accomplished.
- (m) Arriving taxicabs which are bringing passengers to the airport may proceed directly to the terminal passenger drop-off zones for discharge only but must remain clear of the designated taxicab passenger loading zone.
- (n) Arriving taxicabs that deliver passengers to the airport and are requested by the passenger to wait so the passenger can continue to his final destination in the same taxicab are not required to enter the queuing area, provided the taximeter continues to run and the passenger is charged for waiting time. Taxicabs waiting for passengers to continue on their original journey may not pick up passengers and may leave the airport only with their original passenger. Taxicabs that deliver passengers as allowed by this section and turn the taximeter off while at the airport shall not be permitted to wait for the passenger and shall be required to enter the rear of the queuing area.
- (o) The traffic officer is responsible for maintaining orderly operations as specified above. Violations of these operational procedures will be subject to permanent suspension or revocation as determined by the airport director.

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

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

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00001

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT #42235439401-94-01 - SEAPORT SECURITY GRANT

RECOMMENDATION:

That City Council authorize the Mayor to accept the State of Florida, Florida Seaport Transportation Economic Development (FSTED) grant # 42235439401-94-01 in the total amount of \$25,000 comprised of \$18,750 in FSTED funds and \$6,250 in Port of Pensacola match. Further, that the City Council authorize the Mayor to take all actions necessary for the acceptance of the grant. Finally, that City Council approve the supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Port of Pensacola was awarded the subject grant as part of the 2018/2019 Florida Seaport Transportation Economic Development (FSTED) annual grant program. In addition to the \$25 million in annual funding for the FSTED port capital improvements grants program, the Legislature has appropriated an additional \$500,000 in each of the last two fiscal years for port security grants. This funding was awarded through this new Seaport Security Grant program.

This grant is specifically for procurement and maintenance of the access control equipment for Port of Pensacola security operations to include cameras, data storage, monitors, network equipment, etc. in order to provide the necessary level of security per Department of Homeland Security policies.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 18,750 (FSTED)
 6,250 (Port Matching Grant Funds)

\$ 25,000

Actual: \$ 25,000

FINANCIAL IMPACT:

FSTED grant funds in the amount of \$18,750 will provide partial funding for this project. The City's required matching funds of \$6,250 will come from various expense line items in the Port Fund. Approval of the Supplemental Budget Resolution will appropriate the funding for this project.

CITY ATTORNEY REVIEW: Yes

1/24/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Amy Miller, Port Director

ATTACHMENTS:

- 1) Public Transportation Joint Participation Agreement
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Explanation

PRESENTATION: No

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 422354-3-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215	FLAIR Category: Object Code: Org. Code: Vendor Number:	088794 751000 55032020329 VF596000406008
Contract Number:	Federal Award Date:			
CFDA Number: N/A	Agency DUNS Number:	80-939- 7102		
CFDA Title: N/A				
CSFA Number: 55.005				
CSFA Title: Seaport Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into this ____ day of _____, by and between the State of Florida, Department of Transportation, (“Department”), and City of Pensacola, (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in Port of Pensacola’ access control enhancement initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports**
- Transit
- Intermodal
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
- Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Financial Assistance (Single Audit Act)
- *Additional Exhibit(s):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 12/18

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

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 29, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within N/A days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- a. The estimated total cost of the Project is \$25,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$18,750, and, additionally the Department's participation in the Project shall not exceed 75.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding 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 Department's Disbursement Handbook for Employees and Managers.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 12/18

f. Financial Consequences. 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. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency 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 Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. 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 latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency 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 the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** 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 such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the 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.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** 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."

- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency 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 arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities.**

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
 - b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d.** If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e.** If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency 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.
 - g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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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.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency 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. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of 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 advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency 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 State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff 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 Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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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 Agency, 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 Agency 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 Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency 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 Agency’s audit period for each applicable audit year. In the event the Agency 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 Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, 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. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. 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 Agency’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 Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,

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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 not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. 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;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. 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);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency'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. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff 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 state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply

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with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency 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 Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency'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.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, 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.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** 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 Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** 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, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency 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 Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract 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 subcontractor during the contract term.

18. Indemnification and Insurance:

- a. 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 Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency 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 Agency shall indemnify and hold harmless 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 Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency 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.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

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- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) 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"), 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.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this 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. The Agency shall cause, or cause its contractor or consultant 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 Agency 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.
- d. 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 Agency 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 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

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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.

- e. 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.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency 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 Agency 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.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency 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.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

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- i. **Inspector General Cooperation.** The Agency agrees 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.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: Grover C. Robinson, IV

Name: Jared Perdue, P.E.

Title: Mayor

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The project includes the procurement and maintenance of the Port of Pensacola's access control equipment. Access control equipment is a critical part to screening both passenger and cargo vehicles. This Agreement provides Department funding for acquisition of capital equipment related to the Port of Pensacola's access control enhancement initiative, \$18,750.00 dollars' worth of equipment. The total cost for the capital equipment procurement phase of the project is approximately \$25,000.00 dollars.

B. Project Location (limits, city, county, map): Port of Pensacola/Pensacola, FL/

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This project includes the procurement of capital equipment required to complete the activities described in the Project Description, including: access control equipment; brackets; cables; cameras; data storage devices; electrical systems; enclosures; equipment repair; installation and testing; maintenance contracts; monitors; mounting equipment; network equipment; power supply systems; removal of old equipment; security system components; software updates and support; surveillance systems; and, Transportation Worker Identification Credential (TWIC) readers.

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 Agency.

E. Unallowable Costs (including but not limited to): Travel costs are unallowable costs

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY 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
42235439401	DPTO	088794	2019	751000	55.005	Seaport Grant Program	\$18,750
42235439401	LF		2019				\$6,250
Total Financial Assistance							\$25,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Capital Equipment	\$18,750	\$6,250	\$0	\$25,000	75.00	25.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$18,750	\$6,250	\$0	\$25,000			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

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

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Ray Corbitt (email: Ray.Corbitt@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Ray Corbitt.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be from Not Applicable (insert restrict hours of operation), Not Applicable (insert days of the week for restricted operation), unless otherwise approved by the Operations Engineer, or designee.
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contract info:
Phone (850) 330-1205, Fax (850) 330-1761

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit the following Notice of Completion and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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NOTICE OF COMPLETION

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

**PUBLIC TRANSPORTATION
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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit “A”, Project Description and Responsibilities and Exhibit “B”, Schedule of Financial Assistance as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

- G. Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:
1. Acquire the land in accordance with federal and state laws governing such action.
 2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - d. Establish a Project account for the purchase of the land.
 - e. Collect and disburse federal, state, and local Project funds.
 3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- H. Preserving Rights, Powers and Interest.**
1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
 2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
 3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.
- I. Third Party Contracts.** The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:
1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
 2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
 3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
 4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
 5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.
- J. Inspection or verification and approval of deliverables.** 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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K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

-- End of Exhibit E --

EXHIBIT F

Contract Payment Requirements **Florida Department of Financial Services, Reference Guide for State Expenditures** ***Cost Reimbursement Contracts***

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 http://www.myfloridacfo.com/aadir/reference_guide/.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 12/18

EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Grant Program

CSFA Number: 55.005

***Award Amount:** \$18,750

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**RESOLUTION
NO. 2019-05**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2019; 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	3,514,029
To:		
Reads	State Grants	3,532,779
As Reads	Port O&M - Operating Expenses	705,452
To:		
Reads	Port O&M - Operating Expenses	699,202
As Reads	Port Matching Grant (Local Share) - Capital Outlay	43,612
To:		
Reads	Port Matching Grant (Local Share) - Capital Outlay	49,862
As Reads	State Grant - Capital Outlay	3,403,329
To:		
Reads	State Grant - Capital Outlay	3,422,079

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

FEBRUARY 2019 - SUPPLEMENTAL BUDGET RESOLUTION - PORT FSTED GRANT SEAPORT SECURITY GRANT - RES NO. 2019-05

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
PORT FUND		
Estimated Revenues		
State Grants	18,750	Increase estimated revenue from State Grants
Total Revenues	<u>18,750</u>	
Appropriations		
Port O&M - Operating Expenses	(6,250)	Decrease appropriation for Port O&M Operating Expenses
Port Matching Grant (Local Share) - Capital Outlay	6,250	Increase appropriation for Port Matching Grant (Local Share) - Capital Outlay
State Grant - Capital Outlay	18,750	Increase appropriation for State Grant - Capital Outlay
Total Appropriations	<u>18,750</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2019-05

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION 2019-05 - PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT #42235439401-94-01 - SEAPORT SECURITY GRANT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2019-05.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Port of Pensacola was awarded the subject grant as part of the 2018/2019 Florida Seaport Transportation Economic Development (FSTED) annual grant program. In addition to the \$25 million in annual funding for the FSTED port capital improvements grants program, the Legislature has appropriated an additional \$500,000 in each of the last two fiscal years for port security grants. This funding was awarded through this new Seaport Security Grant program.

This grant is specifically for procurement and maintenance of the access control equipment for Port of Pensacola security operations to include cameras, data storage, monitors, network equipment, etc. in order to provide the necessary level of security per Department of Homeland Security policies.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 18,750 (FSTED)

6,250 (Port Matching Funds)
\$ 25,000

Actual: \$25,000

FINANCIAL IMPACT:

FSTED grant funds in the amount of \$18,750 will provide partial funding for this project. The remaining \$6,250, which represents the local match requirement, will be funded from various expense line items in the Port Fund. Approval of this Supplemental Budget Resolution will appropriate the funding for this project.

CITY ATTORNEY REVIEW: Yes

1/24/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Amy Miller, Port Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2019-05
- 2) Supplemental Budget Resolution Explanation No. 2019-05

PRESENTATION: No

**RESOLUTION
NO. 2019-05**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2019; 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	3,514,029
To:		
Reads	State Grants	3,532,779
As Reads	Port O&M - Operating Expenses	705,452
To:		
Reads	Port O&M - Operating Expenses	699,202
As Reads	Port Matching Grant (Local Share) - Capital Outlay	43,612
To:		
Reads	Port Matching Grant (Local Share) - Capital Outlay	49,862
As Reads	State Grant - Capital Outlay	3,403,329
To:		
Reads	State Grant - Capital Outlay	3,422,079

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

FEBRUARY 2019 - SUPPLEMENTAL BUDGET RESOLUTION - PORT FSTED GRANT SEAPORT SECURITY GRANT - RES NO. 2019-05

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
PORT FUND		
Estimated Revenues		
State Grants	18,750	Increase estimated revenue from State Grants
Total Revenues	<u>18,750</u>	
Appropriations		
Port O&M - Operating Expenses	(6,250)	Decrease appropriation for Port O&M Operating Expenses
Port Matching Grant (Local Share) - Capital Outlay	6,250	Increase appropriation for Port Matching Grant (Local Share) - Capital Outlay
State Grant - Capital Outlay	18,750	Increase appropriation for State Grant - Capital Outlay
Total Appropriations	<u>18,750</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00007

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

EMERALD COAST UTILITIES AUTHORITY UTILITY EASEMENT AT 17th AVENUE AND HIGHWAY 98

RECOMMENDATION:

That City Council authorize the Mayor to execute the Perpetual Utility Easement agreement with Emerald Coast Utilities Authority to allow them to place utilities near the intersection of 17th Avenue and Highway 98. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Florida Department of Transportation is constructing additional roadway improvements at the intersection of 17th Avenue and Highway 98, also known as Wayside Park. The Emerald Coast Utilities Authority is requesting permission to maintain a perpetual utility easement over this property for the purposes of constructing and maintaining water and wastewater facilities and related utility lines, together with the right of ingress and egress over and across the easement area and the right to excavate, construct, and maintain the water and wastewater facilities and related utility lines. The location of the utility easement is described in the attached documents and will not pose a conflict with current city infrastructure.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

1/28/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) Perpetual Utility Easement - City
- 2) Survey Map

PRESENTATION: No

This document was prepared by:
Richard D. Barlow, Esq.
Odom & Barlow, P.A.
1800 North E Street
Pensacola, Florida 32501
(850) 434-3527

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

PERPETUAL UTILITY EASEMENT

THIS PERPETUAL UTILITY EASEMENT is made this _____ day of _____, 2019, by City of Pensacola, a municipality chartered in the State of Florida, whose address is 222 West Main Street, Pensacola, Florida 32502 (Grantor), and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, of the State of Florida, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (Grantee).

WITNESSETH:

WHEREAS Grantor owns real property located near the intersection of 17th Avenue and Highway 98 (“Grantor’s Property”); and

WHEREAS Grantee currently maintains utility lines within the right-of-way in this area; and

WHEREAS the Florida Department of Transportation (“FDOT”) is currently constructing additional roadway improvements at this intersection; and

WHEREAS FDOT’s planned improvements require the relocation of Grantee’s utility lines; and

WHEREAS Grantee proposes to construct and maintain utility lines over, across, and upon Grantor’s Property; and

WHEREAS Grantor desires to provide Grantee with a perpetual utility easement requested by Grantee to construct and maintain its utility lines;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, Grantor does hereby grant, bargain, convey, transfer, and deliver to Grantee, a perpetual utility easement over the real property described below for the purposes of constructing and maintaining water and wastewater facilities and related utility lines, together with the right of ingress and egress over and across the easement area and the right to excavate, construct and maintain the water and wastewater facilities and related utility lines:

See attached Exhibit A

Grantor also does hereby grant, bargain, convey, transfer, and deliver to Grantee the right to clear, keep clear, and remove from the easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the easement area or

any structures installed thereon by Grantee. Grantor further agrees that Grantee's right to remove trees, undergrowth, and other obstructions extends five (5) feet on all of Grantor's property contiguous to the easement area;

Grantor, its successors and assigns, agrees not to build, construct or create or permit others to build, construct, or create any building or other structure in the easement area that may interfere with the location, excavation, operation or maintenance of the water and wastewater facilities or related utility lines. Easily removable improvements, such as fences, may be constructed with the prior written consent of Grantee.

In the event of any discrepancy between the actual location of the improvements and the legal description of the easement area, the actual location of improvements shall control to the extent of such discrepancy and the legal description shall be deemed to have been modified and the Grantor for itself, its successors and assigns, agrees to execute such corrective instruments as may be reasonably required by Grantee.

IN WITNESS WHEREOF, Grantor has set its hand and seal on the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PENSACOLA

Print Name:

By: _____

Grover Robinson
Mayor

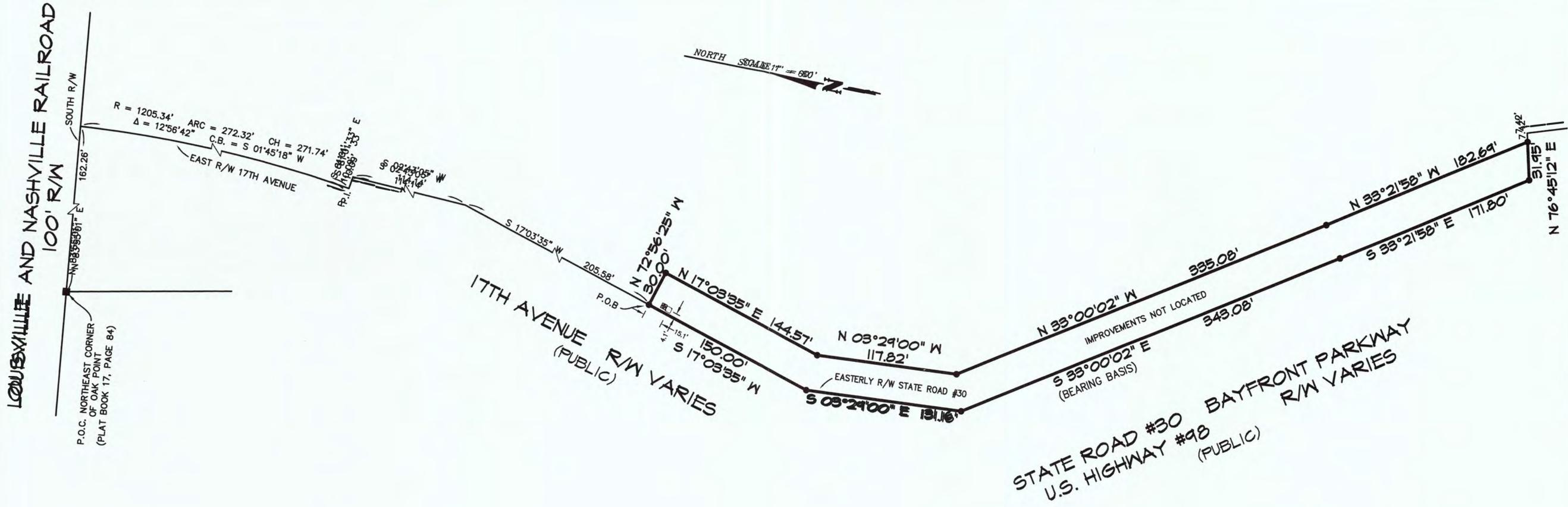
Print Name:

EXHIBIT A

Commence at the northeast corner of Oak Point, as recorded in Plat Book 17, page 84 of the public records of Escambia County, Florida, said point being on the west right of way line of 17th Avenue (R/W varies) and the south right of way line of Louisville and Nashville Railroad (100' R/W); thence North 83 degrees 55'01" East along said south right of way line for a distance of 162.26 feet to the east right of way line of said 17th Avenue, as shown on Florida Department of Transportation Map, Section #48006-2501, said point being on a circular curve concave to the northwest, having a radius of 1205.34 feet, and a delta angle of 12 degrees 56'42"; thence Southwesterly (this course and the next four courses along said east right of way line) for an arc distance of 272.32 feet (chord bearing of South 01 degrees 45'18" West, chord distance of 271.74 feet); thence South 81 degrees 01'33" East for a distance of 10.09 feet; thence South 02 degrees 43'05" West for a distance of 114.14 feet; then South 17 degrees 03'35" West for a distance of 205.58 feet for the point of beginning.

Thence continue South 17 degrees 03'35" West for a distance of 150.00 feet to the easterly right of way line of State Road #30 (Bayfront Parkway, R/W varies) as shown on Florida Department of Transportation Map, Section #48100-2501; thence South 03 degrees 29'00" East (this course and the next three courses along said easterly right of way line) for a distance of 131.16 feet; thence South 33 degrees 00'02" East for a distance of 343.08 feet; thence South 33 degrees 21'58" East for a distance of 171.80; thence North 76 degrees 45'12" East for a distance of 31.95 feet; thence North 33 degrees 21'58" West for a distance of 182.69 feet; thence North 33 degrees 00'02" West for a distance of 335.08 feet; thence North 03 degrees 29'00" West for a distance of 117.82 feet; thence North 17 degrees 03'35" East for a distance of 144.57 feet; thence North 72 degrees 56'25" West for a distance of 30.00 feet to the point of the beginning.

All lying and being in Section 8, Township 2 South, Range 29 West, Waterfront Tract, City of Pensacola, Escambia County, Florida. Containing 0.54 acres, more or less.



LEGEND:

- Right of way
- Point of beginning
- Point of commencement
- ⋈ Point of tangency
- ⋈ Point of intersection
- ⊙ Radius
- Chord distance
- Chord bearing
- Δ Delta angle
- ⊙ 1/2" capped iron rod set #7073
- ⊙ 4"x4" concrete monument found #7073
- ⊙ Water meter
- ⊙ Sprinkler control valve

SURVEYOR'S NOTES:

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

LEGAL DESCRIPTION:

Commence at the northeast corner of Oak Point, as recorded in Plat Book 17, page 84 of the public records of Escambia County, Florida, said point being on the west right of way line of 17th Avenue (R/W varies) and the south right of way line of Louisville and Nashville Railroad (100' R/W); thence North 83 degrees 55'01" East along said south right of way line for a distance of 162.26 feet to the east right of way line of said 17th Avenue; as shown on Florida Department of Transportation Map, Section #48006-2501, said point being on a circular curve concave to the northwest, having a radius of 1205.34 feet, and delta angle of 12 degrees 56'42"; thence Southwesterly (this course and the next four courses along said east right of way line) for an arc distance of 272.32 feet (chord bearing of South 61 degrees 45'18" West, chord distance of 271.74 feet); thence South 81 degrees 01'33" East for a distance of 10.04 feet; thence South 82 degrees 43'05" West for a distance of 114.14 feet; thence South 17 degrees 03'35" West for a distance of 205.58 feet for the point of beginning.

Thence continue South 17 degrees 03'35" West for a distance of 150.00 feet to the easterly right of way line of State Road #30 (Bayfront Parkway, R/W varies) as shown on Florida Department of Transportation Map, Section #48006-2501; thence South 03 degrees 24'00" East (this course and the next three courses along said easterly right of way line) for a distance of 131.16 feet; thence South 33 degrees 00'02" East for a distance of 343.08 feet; thence South 33 degrees 21'58" East for a distance of 171.80 feet; thence North 76 degrees 45'12" East for a distance of 31.45 feet; thence North 33 degrees 21'58" West for a distance of 182.69 feet; thence North 33 degrees 00'02" West for a distance of 395.08 feet; thence North 03 degrees 29'00" West for a distance of 117.82 feet; thence North 17 degrees 03'35" East for a distance of 144.57 feet; thence North 72 degrees 56'25" West for a distance of 30.00 feet to the point of beginning.

All lying and being in Section 8, Township 2 South, Range 24 West, Waterfront Tract, City of Pensacola, Escambia County, Florida, containing 0.34 acres, more or less.

A BOUNDARY SURVEY AND LEGAL DESCRIPTION

Measurements made in accordance with United States Standards.

Bearing Reference: NORTH BASED ON THE EASTERLY R/W OF STATE ROAD #30 AS 3 33 00 02" E (DOT R/W MAP)

Ordered By: MR. ANDRE CALAMINS

Elevation Reference: _____

Encroachments: _____

Source of information: PUBLIC RECORDS, CITY ATLAS #48

Plat Book: 17, PAGE 84

Section: 8

Township: 2 SOUTH

Range: 24 WEST

Plat: OAK POINT

Plat Book: 17, PAGE 84

Surveyed by: THIS FIRM

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS

5700 N. LEAVINS HIGHWAY, SUITE 33
PENSACOLA, FL 32503

Phone: (850) 434-6666 Fax: (850) 434-6661
Email: pgsurvey@att1south.net

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapters 554-117.0350, 554-117.0351 and 554-117.0352, pursuant to Section 4472.0277 Florida Statutes.

LP No. 7073

Dale J. Glaze
Dale J. Glaze
F.S.M. #56035

Walter J. Glaze
Walter J. Glaze
F.S.M. #6190

This survey is valid only if it contains the original seal and signature of the surveyor.

NOT VALID WITHOUT SEAL AND SIGNATURE

File No.: E-1685

Job No.: 38064-1B

Scale: 1" = 60'

Date of Survey: 12-13-2016

Date of Plat: 12-17-2016

Date of Revision: 1-2-2017

FEB 1685 PG 3

FEB PG 3

Drawn by: EMJ

Checked by: KJS

SHEET 1 OF 1



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00074

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Andy Terhaar

SUBJECT:

AMENDMENT TO CITY COUNCIL RULES AND PROCEDURES

RECOMMENDATION:

That City Council approve and adopt amendments to the City Council Rules and Procedures. Further, that City Council permit the Community Redevelopment Agency to hold their meetings prior to the Agenda Conference at the first scheduled Agenda Conference of the month. With the Agenda Conference immediately following the CRA meeting.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 4.03(b) of the City Charter, City Council, "...shall determine its own rules of procedure and order of business..."

City Council periodically determines the need to amend its Rules of Procedure with the last amendment being June 2016.

On January 7, 2019 a workshop was held to discuss proposed amendments; two (2) additional amendments, post workshop, are presented for Council consideration:

Section 2.03 - Preliminary Agenda Preparation - includes language allowing Council President to postpone an item if not fully vetted and ready for Council consideration, while allowing for an override mechanism of this postponement.

Section 2.04 - Agenda Conference - General - includes language stating that Discussion Items will be discussed at the Agenda Conference. In months where two (2) meetings are scheduled, the Discussion Items will take place at the second meeting; in months with one (1) meeting, Discussion Items will be held at that meeting.

PRIOR ACTION:

January 7, 2019 - City Council Workshop regarding Council Rules and Procedures

June 16, 2016 - City Council Rules and Procedures Revised

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Council Rules and Procedures - February 14, 2019 (V2)

PRESENTATION: No

CITY OF PENSACOLA

CITY COUNCIL

RULES AND PROCEDURES

"The City Council shall determine its own rules of procedure and order of business...."

City Charter 4.03(b)

Adopted June 13, 2013
Revised January 15, 2015
Revised September 17, 2015
Revised June 16, 2016

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Article I. Council Meetings

Section 1.01 Regular Meetings

Regular meetings of the City Council shall be held at least once each month beginning at 5:30 p.m. in the Council's Chamber, City Hall, First Floor, 222 West Main Street, Pensacola, Florida, or at such other temporary location selected by the President as may be required should its Chamber be unavailable. The Council shall generally adopt its regular meeting schedule for the following calendar year at a regular meeting held in December of each year. The Council may reschedule or cancel meetings so long as at least one noticed, regular meeting occurs each month. No scheduled meeting shall be rescheduled without a majority vote of council, except in cases of emergency or extreme hardship.

Section 1.02 Leroy Boyd Fora

For a period not to exceed one-half hour near the beginning of each regular Council meeting, and again at some point near the conclusion of regular Council business during each regular Council meeting, the Council shall invite public comment upon any subject not on the agenda unless waived by a majority of the existing membership of Council. Public comment shall be limited to three (3) minutes per speaker. The time limit for public input may be reduced in the President's discretion to accommodate a larger number of speakers. A speaker's time may not be given to another.

Section 1.03 Special Meetings

Special meetings may be held as provided in the City Charter, and shall be held in the Council's Chambers, or at such other location within the City of Pensacola as may be specified by the President and set forth in the notice of meeting. When practicable, seventy-two hours' notice of the meeting shall be given to the members and the media by email. The matters to be considered in the special meeting shall be included in the notice of meeting. No action unrelated to the noticed matters shall be taken.

Section 1.04 Workshops

Council Workshops may be held as necessary to allow Council members to informally discuss matters of concern or interest. Workshops shall be held in the Hagler-Mason Conference Room, 222 West Main Street, Second Floor, City Hall, Pensacola, Florida, or at such other location as may be selected by the Council or the President. Any topic may be referred to a Workshop by the President, from the Agenda Conference, a Council Meeting or a Workshop by affirmative vote of a majority of the Council members present either specifying the date or leaving the date to the discretion of the President. ~~Council Memoranda are not required for Workshop items and~~

~~topics, but Council may instruct that a Council Memorandum or other background information be obtained for a particular matter to be discussed at the Workshop.~~

The matters to be considered shall be included in the notice of the workshop. No other matters shall be considered without the consent of a majority of Council. When practicable, seventy-two hours' notice of the Workshop shall be given to the members and the media by email. No formal or binding action by the City Council may be taken in a workshop. Unofficial "straw votes" may be taken to determine a non-binding consensus on any matter. Public input may be allowed or denied during a workshop as shall be determined, and as may be revised, by the Council during the workshop. Unless imposed by majority vote of members present, the only limitation upon the number of times, or the duration, of a member's comments on a subject shall be at the discretion of the chair, exercised in a manner to permit all members to contribute within the time allotted.

The President shall initially preside over the workshop, but the first order of business after the roll call, shall be the selection of a member to chair the workshop, by consensus or motion. The president shall chair if no alternate selection is made. It is the intent of the Council that a member calling forth the topic for the workshop or particularly interested in the topic should chair the meeting. If more than one topic is to be discussed, the Council may, but shall not be required to select a separate chair for each topic.

Section 1.05 President as Presiding Officer

The President shall preside at every meeting or conference of the Council and have equal participation. The President will not be required to relinquish the chair when making motions and seconds or during debate. At the hour appointed, the President shall call the Council to order and, for a regular or special meeting determine whether a quorum is present. The President shall sign all ordinances, resolutions, subpoenas or other writs ordered by the Council.

The President shall preserve order, speak to points of order and decide all questions of order raised subject to appeal to the Council by any member. On appeal, no member may speak more than once and no more than one (1) minute. An appeal is settled by a majority plus one vote of the members present for or against the question "Shall the decision of the President be sustained." If not sustained, then the President shall make an alternate ruling subject to appeal to the Council by any member. In so doing the President shall attempt to ensure that matters are considered individually and in an orderly fashion, that members have a reasonable opportunity to express their views on matters before the Council and to respond to the views of others on that same matter, but not to the point of redundancy or personal attack. The President shall

have control of the Council Chamber or meeting room and the connecting halls and corridors, and in case of disturbance or disorderly conduct cause the same to be cleared.

Other duties of the President include:

- (a) Monitoring preparation of agenda and ultimate approval of scheduling of agenda items as elsewhere provided in these rules;
- (b) Annual evaluation of Council Executive and any other Council staff reporting directly to the Council;
- (c) Execution of City Council Minutes to evidence approval by the Council; and
- (d) Any other matter directed by Council.

The Vice President shall exercise all duties of the President during the President's absence or disability, and shall assume the Chair at the request of the President. In the event of the absence or disability of both the President and Vice President, not constituting a vacancy in either office, the Council may, but shall not be required to, elect one of its members Interim President until one of those officers returns to serve.

Section 1.06 Order of Business

(a) Regular Meetings

The order of business during regular Council meetings shall be:

- 1) Call to Order, Roll Call and Determination of Quorum.
- 2) Invocation and Pledge of Allegiance.
- 3) Rules of Decorum.
- 4) First LeRoy Boyd Forum.
- 5) Awards.
- 6) Approval of Minutes.
- 7) Approval of Agenda.
 - a. Call for transfer of any consent item to regular agenda.
 - b. Call for reordering of items.
 - c. Vote on Agenda
- 8) Consent Agenda.
 - a. Presentation of remaining consent agenda items.
 - b. ~~Call for public input on remaining Consent Agenda Items.~~
 - c. Vote on consent agenda.

- 9) Regular Agenda.
- 10) Council Executive Report.
- 11) Mayor's Communication.
- 12) Council Communications.
- 13) Civic Announcements.
- 14) Second Leroy Boyd Forum.
- 15) Adjournment.

(b) Special Meetings

The order of business during special Council meetings shall be:

- 1) Call to Order, Roll Call and Determination of Quorum.
- 2) ~~Invocation and~~ Pledge of Allegiance.
- 3) Noticed Business in Agenda Order.
- 4) Adjournment.

(c) Workshops

- 1) Call to Order and Roll Call.
- 2) Selection of Chair.
- 3) Determination of Public Input.
- 4) Noticed Business.
- 5) Adjournment.

(d) Quasi-Judicial Hearings

(e) Flexibility of Agenda

At the time appointed for Approval of the Agenda, the Council may reorder the Agenda items. The designation of an item marked for discussion or information in a Regular Meeting shall not prohibit the Council from taking action on that item if the Council determines to do so after discussion or receipt of information.

Section 1.07 Presentation of Agenda Items

For each agenda item in turn, the President shall recognize initially the sponsor of the item or a City Administration or City Council staff member designated by the sponsor. The sponsor's presentation shall not be included in the limitations upon Council member input imposed by these rules.

Section 1.08 Public Input on Agenda Items

A member of the public may address any action or discussion item on a Council meeting agenda by delivering a speaker's card to the City Clerk at the meeting prior to the end of consideration by Council, or in a public hearing required by law or designated as such by the Council prior to the closing of the hearing. All comments shall be directed to the President who has it within his/her purview to allow a citizen to speak directly to a Councilmember. No Council member shall address a member of the public without permission from the President. Public input shall be limited to three (3) minutes per speaker and must be germane to the item under consideration, in the opinion of the President. In order to accommodate a larger number of speakers, the time limit for public input may be reduced in the President's discretion. A speaker's time may not be given to another. Public input on a particular agenda item ~~(or any Consent Agenda item)~~ shall be received during Council consideration of that item ~~(or the Consent Agenda)~~ at a time recognized by the President. ~~One speaker desiring to comment on multiple consent agenda items shall be allowed the allotted time for each item, but unused time may not be shifted from one item to the next.~~ After public input is concluded, it may not be reopened without consent of the Council. In the interests of time and orderly deliberation, unless prohibited by law the Council reserves the right to deny public input on any item at any time except a public hearing, required by law. Conversely, the Council may choose to permit public input at any time.

Section 1.09 Council Member Input

~~Prior to receiving public input, members shall speak no more than once so long as any member who has not spoken desires to speak. Prior to receiving public input, members shall speak no more than twice on any one subject and shall limit their comments to three (3) minutes each time. After receiving public input, members shall be permitted to speak no more than once on the subject and shall limit their comments to three (3) minutes.~~ For any item or subject, Council Members shall have a total of three (3) opportunities to speak and shall limit each opportunity to three (3) minutes. Members shall speak no more than once so long as any member who has not spoken desires to speak. So long as a member does not object, the President may choose not to enforce these limitations. These limitations may be waived or suspended for a time certain by majority vote of the existing membership of the Council. The requirements of this Section shall not apply to workshops.

Section 1.10 Voting and Quorum

The vote or abstention of each member present shall be recorded in the minutes of the meeting. Voting shall ordinarily be made by electronic tally device, but upon approval of a majority of the existing members of Council, voting may be by paper ballot or roll call. As provided in the Charter, and subject to limited exceptions expressed in the Charter, a majority of the existing membership of the Council shall constitute a quorum and no action by the Council shall be valid or binding unless adopted by the affirmative vote of a majority of the existing membership of Council. The

requirement for a Council Member to vote, minus a required abstention, shall be consistent with Attorney General's opinions regarding this matter.

Section 1.11 Parliamentary Procedure

Robert's Rules of Order will serve as a guide for parliamentary procedures in the conduct of all Council meetings and Workshops. Any exceptions noted in these rules or by Resolution of the Council shall take precedence. A violation of parliamentary procedure shall not call into question the validity of any decision or action of the Council so long as the requirements of state law and the City Charter have been met and the intent of the Council is clear from the minutes and the electronic recordings of the proceedings.

Section 1.12 Postponing an Item

A member who has the floor at a regular meeting and who feels that he or she does not have enough information to act on an item may request that the sponsor of that item postpone the item. The request shall take precedence. If the sponsor refuses, a motion, second and affirmative vote of a majority of the existing members of Council to postpone the item will result in it being placed on a subsequent Agenda Conference and the sponsor shall have the opportunity to add additional information to the related Council Memorandum.

Section 1.13 Ending Debate

A motion for the previous question may not interrupt a speaker who has the floor, must be made and seconded, is not debatable, cannot be amended, requires an affirmative, majority plus one vote of members present to pass and in this assembly cannot be reconsidered. Additionally, in order to protect the democratic process, any Council Member or member of the public who is on record to speak before the motion is made will be permitted to speak before the vote is taken on the motion for the previous question.

Section 1.14 Reconsideration

A member on the prevailing side may move to reconsider a question in the same meeting. The motion must pass with the same vote formality as required to pass the main motion, and if passed reopens the main motion to debate.

Article II. Agendas

Section 2.01 Submission of Items

Agenda items may be sponsored and submitted by an individual Council Member or by the Mayor. ~~In order to be included in the next regularly scheduled meeting, a Council Memorandum must be delivered to the Office of the City Council no later than close of business, fourteen days~~

~~prior to the Agenda Conference.~~ In order to be included in the next regularly scheduled meeting and to have adequate time to go through the appropriate approval process and dedicated reviews, items shall show as "Agenda Ready" with all necessary attachments included by 5:00 p.m. on the Friday prior to the posting of the agenda for public view. The sponsor of an item may unilaterally withdraw that item at any time prior to the commencement of Council voting on that item in a regular or special Council meeting.

Section 2.02 Council Memoranda

Every agenda item shall be accompanied by a Council Memorandum, offered and supported by the sponsor of the item and containing, at a minimum, the following information or stating not applicable if that be the case.

(a) Proposed Legislative Items

- 1) Sponsor's name.
- 2) ~~Short Name of Item (to be listed on Agenda)~~-SUBJECT
- 3) Recommendation.
- 4) Required Hearing
- 5) ~~Subject matter background and purpose of submission, including any prior actions by City (Council, Mayor, Administration, Planning Board, etc.) relevant and material to the current issue.~~-SUMMARY
- 6) ~~Staff Input~~-PRIOR ACTION
- 7) ~~Whether an initial presentation will be made by someone other than the sponsor.~~
FUNDING
- 8) ~~Whether a public hearing or quasi judicial hearing is required.~~-FINANCIAL IMPACT
- 9) STAFF CONTACT
- 10) ~~Related documentation must be attached to the fullest extent feasible (examples: form of proposed ordinance, form of proposed contract and bid summary).~~
ATTACHMENTS
- 11) ~~Whether item budgeted and description of financial impact.~~-PRESENTATION (whether a presentation will be made by someone other than the sponsor).

(b) Presentations

- 1) Sponsor's Name.
- 2) ~~Short name of Presentation (to be listed on Agenda)~~-SUBJECT
- 3) ~~Recommendation~~-REQUEST
- 4) SUMMARY (Subject matter background and purpose of presentation.)

- 5) PRIOR ACTION
- 6) STAFF CONTACT
- 7) ATTACHMENTS (Related documentation.)
- 6) ~~Council staff input.~~

(c) **Council Discussion Items and Administrative Items**

- 1) Sponsor's name.
- 2) ~~Short Name of Item (to be listed on Agenda)~~ SUBJECT
- 3) ~~Recommendation~~ SUMMARY
- 4) ~~Action, Discussion or Information~~ PRIOR ACTION
- 5) ~~Whether an initial presentation will be made by someone other than the sponsor.~~
STAFF CONTACT
- 6) ~~Subject matter background and purpose of submission.~~
- 7) ATTACHMENTS (Related documentation.)
- 8) ~~Whether item budgeted and description of financial impact.~~
- 9) PRESENTATION ~~Whether an initial presentation will be made.~~
- 10) ~~Council Staff input.~~

Section 2.03 Preliminary Agenda Preparation

The Council staff shall assign a sequential number to each Council Memorandum presented, prepare a preliminary agenda and shall have the flexibility to order and group items in a logical way. If two matters are related or appear to have a bearing upon one another, the Council staff may place those items in consecutive sequence. In addition, the President shall be authorized to review the agenda proposed by the Council staff and make such changes, including re-positioning or postponing an item, as he or she deems appropriate in consideration of the length of the agenda and the nature, complexity and urgency of all the matters at hand including ensuring that an item has been fully vetted and ready for the Council's consideration. If the Council President postpones an item, that action can be overridden at the Agenda Conference by a motion and second and a majority vote of the existing Council membership. As a general practice, action items will precede discussion or information items. ~~The Council staff shall furnish a copy of the preliminary agenda and all related Council Memoranda and attachments to the City Clerk by 12 Noon on Tuesday of the week prior to the regular Council Meeting. The Clerk shall prepare and furnish a digital copy of the agenda to each Council member, the Mayor, the City Administrator, the City Attorney and the Council Executive by email on or before 6:00 p.m. that same Tuesday.~~ The agenda will be generated by Council Staff on the Tuesday prior to the agenda conference who will also post it to the City's website. The Clerk shall be responsible for ~~placing the~~

~~preliminary agenda upon the City's website and~~ notifying the media and providing a link to the agenda to the City Council.

Section 2.04 Agenda Conference - General

An Agenda Conference of Council Members shall be held the Monday before each regular Council meeting, at 3:30 p.m. in the Hagler-Mason Conference Room, 222 West Main Street, 2nd Floor, City Hall, Pensacola, Florida, or at such other time and place as may from time to time be set by the President or the Council. The Agenda Conference will serve as an opportunity for the City Council, as a collegial body, to fully discuss agenda items being brought forth for the upcoming Regular Meeting of the City Council to ensure such items are complete and ready for a discussion of the merits of the item. This will be an opportunity for the Sponsor of an item to introduce an item to the City Council. Additionally, this will allow Council Members to request additional information from the Sponsor, staff and/or administration. If an item is deemed incomplete or in need of further review prior to the Regular Council meeting, the item may be removed from the Agenda either by the consent of the sponsor or by a majority vote of the membership of City Council and directed to the appropriate staff for follow-up. During the Agenda Conference, the City Council may vote on administrative or ministerial matters, such as requesting a legal opinion, or moving items from the regular agenda to the consent agenda. Discussion items will be conducted at the Agenda Conference. In months with two (2) regularly scheduled Council Meetings, Discussion Items will take place at the second Agenda Conference of the month. In months with one (1) Council Meeting scheduled, Discussion Items will take place during that Agenda Conference. The Agenda Conference shall also be the meeting where stand-alone presentations are heard (those presentations that are not part of a Legislative Action Item); as well as the City Administrator's report, ~~the Police Chief's report~~, the Finance Director's report and any other such report as requested on behalf of staff or the Mayor's Office. ~~Public input shall be accepted for items listed on the agenda.~~

Section 2.05 Agenda Conference – Order of Business

- 1) Roll Call.
- 2) Presentations.
- 3) Review of consent agenda items.
- 4) Review of regular agenda items.
- 5) Consideration of any add-on items.
- 6) Discussion Items
- 7) Approval of final agenda.
- 8) City Administrator's Communication.
- 9) City Attorney's Communication.
- 10) ~~Police Chief's Report.~~

- 10) Finance Director's Report.
- 11) Council Communication.
- 12) Adjournment.

Section 2.06 Agenda Conference – Approval of Final Agenda

A majority of the members present at the agenda conference shall approve the final agenda to be presented to Council at the next regular meeting. If no members attend the agenda conference, the preliminary agenda shall become the final agenda. Only the affirmative vote of a majority of the existing membership of the Council shall be entitled to remove an item from the agenda. An item removed may be placed upon the next preliminary agenda. An item removed twice from the preliminary agenda shall be deemed rejected in its then current form. The City Clerk shall be responsible for placing the final agenda and accompanying Memoranda upon the City's website and notifying the media.

Section 2.07 Consent Agenda

The Council Executive may include in the consent agenda section of the preliminary agenda any items which are not controversial, are viewed as routine, which are procedural or have been thoroughly discussed previously that require formal Council approval. During the Agenda Conference, or during the consent agenda portion of a regular Council meeting, any single member shall have the ~~unqualified privilege to move~~ of moving any item from the consent agenda to the regular agenda items section ~~without explanation~~ after providing a basis for the removal; this will allow for any additional information to gathered prior to the regular Council meeting.

Section 2.08 “Add-On” Items

During the Agenda Approval portion of a regular meeting, or during the “Add-On” portion of the Agenda Conference, any person entitled to submit an agenda item may request that a new item of business, that is either time sensitive or requires action prior to the next scheduled meeting, with an appropriate Council Memorandum, be added to the agenda. Within the memorandum shall be language which indicates the reason the item is either time sensitive or requires immediate action. The request shall be granted only by the affirmative vote of a majority plus one of the existing membership of Council. If granted, a duplicate copy of all materials supporting the item must be provided to each member before discussion.

Section 2.09 Presentations

Requests for Presentations shall be sponsored by a City Council Member or the Mayor. Such a request shall be accompanied by a Council Memorandum and shall be included on the agenda in the same manner as all other items are included. Standalone presentations, those not attached

~~to an action item, will be conducted at the Agenda Conference. It shall be reviewed at the Agenda Conference and shall be subject to all rules pertaining to agenda items. Any request for presentation being submitted after the deadline shall be treated as are all other add on items.~~

Section 2.10 Suspension of the Rules

By motion to suspend all or part of a particular rule for a particular purpose, a majority of Council may suspend any provision of these rules which would limit or prohibit the discussion of any matter amongst the Council members. Failure of any member to raise as a point of order any violation of these rules before or during any discussion, action or presentation shall be deemed a waiver of the application of any rule limiting or prohibiting that discussion, action or presentation prior to the point of order being raised. Once the first call for a vote has been made by the Council President ~~is cast~~ it shall be too late to raise a point of order concerning the earlier application of these rules to the matter upon which the voting is occurring.

Article III. Elections and Appointments by Council

Section 3.01 Election of Officers

Nominations for the offices of President and Vice President of City Council shall be submitted in writing to the City Clerk by individual members in November each year no later than five (5) days prior to the Council meeting held to elect those officers as provided in the City Charter. Provided a nomination has been duly made, nominations shall then be closed. The Clerk shall distribute the names of each nominee and the member making the nomination to all members no later than four (4) days prior to the scheduled meeting. A member may nominate himself or herself. A member may be nominated for both offices. If a single nomination was duly made, that member may be elected by acclamation or the Council may open the floor for nominations. If no member was duly nominated in writing, the floor shall be opened for nominations. If more than one member is nominated, voting shall be by written ballot and if one member does not receive the affirmative vote of a majority of the existing membership of Council, the member receiving the lowest number of votes shall be eliminated and balloting shall continue until the officer is elected by such a majority.

Section 3.02 Council Vacancies

The City Clerk shall notify members in writing of a Council vacancy and solicit nominations within 5 days after becoming aware of the vacancy. Written nominations by individual members shall be returned to the City Clerk by a date certain specified in the notice, which date shall be no less than [7] nor more than [10] days after distribution of the notice. Provided a nomination has been duly made, nominations shall then be closed. The Clerk shall distribute the names of each nominee and the member making the nomination to all members no later than four (4) days prior

to the scheduled meeting. The election shall be held at the next regular or special Council meeting. If a single nomination was duly made, the vacancy may be filled by a vote of acclamation or the Council may open the floor for further nominations. If no person was duly nominated in writing, the floor shall be opened for nominations. If more than one person is nominated, voting shall be by written ballot and if one person does not receive the affirmative vote of a majority of the existing membership of Council, the person receiving the lowest number of votes shall be eliminated and balloting shall continue until the vacancy is filled.

Section 3.03 Council Appointments

The City Clerk shall notify members in writing of coming expirations or vacancies in a Council appointment and provide a nomination form to include a brief description of the nominee's qualifications for appointment. All nominees must complete the City's Application for City Council Appointed Boards, Authorities and Commissions, or similar superseding form, which must be attached to the completed nomination form. All nominations shall be filed with the City Clerk prior to the deadline for the Agenda Conference specified in the Clerk's notice. The names of incumbents indicating a willingness to serve an additional term and who shall have completed a current Application for City Council Appointed Boards, Authorities and Commissions, or similar superseding form, shall be placed on the ballot for consideration without the necessity of a written nomination. Voting shall be by written ballot. If more than one person is nominated, and one person does not receive the affirmative vote of a majority of the existing membership of Council, the person receiving the lowest number of votes shall be eliminated and balloting shall continue until the appointment is made.

Section 3.04 Council Established Boards

City Council established Boards, Commissions or Authorities shall supply a yearly report to the City Council outlining the year's achievements, accomplishments and up-coming year's goals. This report shall be identified within the By-Laws of each Board, Commission or Authority and shall be provided at the end of each fiscal year.

Board members shall be provided with annual ethics training conducted by a member of Council staff or the City Attorney's Office. Upon the appointment to a Board, Commission or Authority, individuals will be provided said training as soon as is possible after their appointment to the Board, Commission or Authority.

Removal of Board members shall be in accordance with State Statute and/or the policy and procedures set forth by the City Council.

The Council Executive shall ensure that each Council established Board, Commission or Authority has a working set of Rules and Procedures that are consistent with Council Rules and Policies.

Article IV. Code of Ethics

In addition to the Code of Ethics established and incorporated by Chapter 2-6 of the Code of Ordinances of the City, as amended from time to time, and as authorized by the Charter of the City and contemplated by Sec. 2-6-3 of the Code of Ordinances, Council members shall adhere to the requirements of this Article. Further, each member of City Council must complete four (4) hours of ethics training each calendar year which addresses, at minimum, the Code of Ethics for public officials and employees and the public records and public meeting laws of the State of Florida.

Section 4.01 Financial Dealings with the City

Each Council member shall discharge his or her debts with all City agencies and departments in a timely manner the same as every citizen is expected to act. No advances will be granted on salaries due to a Council member. Failure to comply may result in public censure of the delinquent member by the Council.

Section 4.02 Travel and Training for City Business

During the budget process each year, the City Council will budget and allocate sufficient funds for Council's travel and training requirements in an amount permitting each member to have available the amount of at least \$4,000 for travel and at least \$4,000 for training, plus an additional total amount of \$10,000 for unscheduled or unanticipated travel or training requirements available for Council. These expenses shall include training mandated by Florida law for local elected officials.

Travel expenses incurred by a Council member traveling on City business shall not be incurred by the City or reimbursed to the member unless such travel is approved by the President or Vice President of the Council. Travel by either the President or the Vice President must be approved by the other. Approval by the President or Vice President may be reviewed and overturned or limited by the Council provided a written request to review is filed by a Council member with the City Clerk within ten (10) days after the accounting for all expenses of the travel has been completed. Accounting of all travel will be completed within ten (10) days of the termination of the trip, and in any event prior to the initiation of any subsequent travel.

Pursuant to the authority conferred by F.S. 166.021(9), the meal and incidental expenses (M&IE) per diem reimbursement amount for all authorized persons traveling on behalf of the City of Pensacola shall be the then-current meal and incidental expenses (M&IE) per diem amounts published online by the federal General Services Administration (GSA), as those amounts are determined by location of the travel destination and updated from time-to-time by the GSA.

Section 4.03 Voting Conflicts

Notwithstanding the provisions of Sec. 112.3143, Florida Statutes, or subsequent superseding legislation, a Council member required to abstain from a vote by Florida law shall make his or her disclosure at the commencement of the discussion of the conflicted item and shall not participate in the discussion. ~~except to answer a question directed to him or her by another Council member, unless the Council waives this rule to permit such discussion.~~ Nothing in this section shall lessen the abstention and disclosure requirements imposed upon Council members by Florida law. The requirement for a Council Member to vote, minus a required abstention, shall be consistent with Attorney General's opinions regarding this matter.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2019-09

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Gerald Wingate

SUBJECT:

RESOLUTION 2019-09 - DECLARING FEBRUARY 11, GENERAL DANIEL "CHAPPIE" JAMES DAY IN PENSACOLA

RECOMMENDATION:

That City Council adopt Resolution 2019-09:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA HONORING GENERAL DANIEL "CHAPPIE" JAMES, JR. USAF AND DESIGNATING FEBRUARY 11 AS GENERAL DANIEL "CHAPPIE" JAMES, JR DAY

HEARING REQUIRED: No Hearing Required

SUMMARY:

General Daniel "Chappie" James Jr. was born in Pensacola Florida on February 11, 1920. As a young African American man, growing up in the Cradle of Naval Aviation, he dreamed of one-day flying.

After graduating from Booker T. Washington High School, General James attended the Tuskegee Institute where he joined the Army Air Corps and was commissioned a Second Lieutenant in the famed Tuskegee Airmen, the first African American pilots in the U.S. Air Corps.

Throughout his distinguished military career as a fighter pilot, General James flew 101 combat missions in the Korean Conflict, 78 combat missions over North Vietnam and became the first African American Four-star General in the United States Air Force.

General James brought honor and recognition to his native City of Pensacola by his contributions to our national defense, his steadfast love for his country and his dedicated military leadership.

This Resolution declares the birth day of General James, February 11, as General Daniel "Chappie" James Jr. Day in the City of Pensacola.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Resolution No. 2019-09

PRESENTATION: No

RESOLUTION
NO. 2019-09

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PENSACOLA, FLORIDA HONORING
GENERAL DANIEL “CHAPPIE” JAMES, JR., USAF
AND DESIGNATING FEBRUARY 11 AS GENERAL
DANIEL “CHAPPIE” JAMES, JR. DAY

WHEREAS, General Daniel “Chappie” James, Jr. was born in Pensacola, Florida on February 11, 1920; and

WHEREAS, as a young African American male growing up in Pensacola, the Cradle of Naval Aviation, he dreamed of one day flying and was encouraged by his mother, Lillie A. James to never give up on his dream; and

WHEREAS, following his graduation from Booker T. Washington High School, General Daniel “Chappie” James, Jr. attended Tuskegee Institute where he joined the Army Air Corps and was commissioned as a Second Lieutenant in the famed Tuskegee Airmen, the first African American pilots of the U. S. Air Corps; and

WHEREAS, throughout his distinguished military career, General Daniel “Chappie” James flew 101 combat missions in the Korean Conflict, 78 combat missions over North Vietnam as a fighter pilot, and became the first African-American four-star General in the United States Air Force; he never gave up his fight for equal rights and instilled in many young pilots patriotism, strong work ethics, and a desire of achievement through hard work and self-reliance; and

WHEREAS, General Daniel “Chappie” James, Jr. brought honor and recognition to his native City of Pensacola by his contributions to our national defense, his steadfast love for his country and his dedicated military leadership; NOW, THEREFORE,

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

SECTION 1. That the City Council of the City of Pensacola does hereby honor General Daniel “Chappie” James, Jr., USAF, for his distinguished, dedicated military career and selfless service to our Nation.

SECTION 2. That the City Council designates the 11th day of February as

GENERAL DANIEL “CHAPPIE” JAMES DAY

in the City of Pensacola and urge all citizens of the City of Pensacola to recognize and honor him on this special day.

SECTION 3. This Resolution shall become effective 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 #: 01-19

City Council

2/14/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jared Moore

SUBJECT:

PROPOSED AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE SECTION 12-12-4; VACATION OF STREETS, ALLEYS.

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 01-19 on second reading:

AN ORDINANCE AMENDING SECTION 12-12-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, VACATION OF STREETS, ALLEYS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

At their September 13, 2018 City Council Meeting, City Council sent to the Planning Board for review and recommendation a proposed amendment to the Land Development Code Section 12-12-4 - Vacation Streets, Alleys.

Within this proposed amendment is included language which states:

When a request for vacation of a right of way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than 10' from the existing back-of-curb. In no case shall a right of way vacation result in a lesser level of accessibility to the public. Any existing sidewalk on a right of way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.

Also included is cleanup language bringing the Code up to date with current City staffing and departments.

PRIOR ACTION:

September 13, 2018 - City Council referred to Planning Board

October 23, 2018 - Planning Board met and approved with recommendations

January 17, 2019 - City Council held public hearing and approved revised Ordinance No. 01-19 on first reading

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 01-19
- 2) Planning Board Minutes 10-23-18

PRESENTATION: No

PROPOSED
ORDINANCE NO. 01-19

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-12-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, VACATION OF STREETS, ALLEYS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-12-4 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-12-4. - Vacation of streets, alleys.

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

- (A) *Application.* An application for vacation of streets, alleys or other public right-of-way shall be filed with the ~~community development~~ Planning department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.
- (1) An application for vacation of streets, alleys or other public right-of-way must be submitted to the ~~community development~~ Planning department at least twenty-one (21) days prior to the regularly scheduled meeting of the planning board.
 - (2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
 - (3) No application shall be considered complete until all of the following have been submitted:
 - (a) The application shall be submitted on a form provided by the board secretary.
 - (b) Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 1. Accurate site plan drawn to scale;
 2. A legal description of the property proposed to be vacated;
 3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;

4. Reason for vacation request;
 5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
- (c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.
- (d) Any party may appear in person, by agent, or by attorney.
- (e) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.
- (B) *Planning board review and recommendation.* The ~~community development~~ Planning department will distribute copies of the request to vacate to the appropriate city departments and public agencies for review and comment: Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefore, to the city planning department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting. When a request for vacation of a right of way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than 10' from the existing back-of-curb. In no case shall a right of way vacation result in a lesser level of accessibility to the public. Any existing sidewalk on a right of way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.
- (1) *Public notice for vacation of streets, alleys.*
- (a) A sign shall be prominently posted on the property to which the application pertains at least seven (7) days prior to the scheduled board meeting.
 - (b) The ~~community~~ Planning department shall notify property owners within a three hundred-[foot] radius, as identified by the current county tax roll maps, of the property proposed for vacation with a public notice by post card at least five (5) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
- (C) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.
- (1) *Notice and hearing.* The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven (7) days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten (10) days prior to the public hearing. The ~~community development~~ Planning department shall notify property owners by certified mail, as identified by the current county tax roll, at least fifteen (15) days prior to the city council public hearing.
- (a) In case of an alley vacation request all adjacent owners shall be notified.

- (b) In the case of a street vacation request, all property owners within three hundred (300) feet of the request shall be notified.
- (2) *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two (2) times following the public hearing, at which time the vacation becomes effective. When a request for vacation of a right of way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than 10' from the existing back-of-curb. In no case shall a right of way vacation result in a lesser level of accessibility to the public. Any existing sidewalk on a right of way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.
- (D) *Easements retained.* If the city council determines that any portion of a public street or right-of-way is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.
- (E) *Zoning of vacated property.* Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.
- (F) *Ownership of property.* Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.

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



PLANNING SERVICES

THE UPSIDE of FLORIDA

MINUTES OF THE PLANNING BOARD

October 23, 2018

MEMBERS PRESENT: Chairman Paul Ritz, Nathan Monk, Danny Grundhoefer, Jared Moore

MEMBERS ABSENT: Kurt Larson, Nina Campbell

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner,

OTHERS PRESENT: Don Kraher, Council Executive, Lou Courtney, Susan Agnew, Michael Courtney, Aaron Arabski, Diane Mack, Amber Hoverson, Stephen M. Hayes, Barbara Chapman, Laura Hall, Dottie Dubuisson, Christian Wagley,

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from September 18, 2018.
- New Business:
 1. Consider Request for Conditional Use Permit Approval at 805 E. Gadsden Street.
 2. Consider Amendment to Land Development Code Section 12-12-4 Vacation of Streets, Alleys.
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:08 pm with a quorum present and covered Board procedural instructions for the audience. At this time, Mr. Monk made a statement to the Board and the audience. Mr. Monk referenced the September 2018 meeting with a contentious item.

Mr. Monk indicated he foolishly thought the Board would be making a somewhat ceremonious vote and handing the item off to Council and felt a little shocked and upset to find that was not the case. His reaction was very reactionary, and he should not have responded in the way that he did to some of the people who came forward to speak, and as such, he apologized for that. He stated he could not apologize for his opinions since they were based in what he believed to be a good movement for the community, and he stood by that, but he could have conducted himself a little bit differently in the way in which he had responded to it; he did apologize for that.

Chairman Ritz offered that each of the Board members may or may not have been guilty during that same meeting or any other contentious items; emotions do come into play and Board members must try to remember even though they are human too, always be civil. He advised Mr. Monk was not the first person to apologize as a Board member and would probably not be the last.

EVERYTHING THAT'S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA.

222 West Main Street Pensacola, FL 32502 / T: 850.435.1670 / F: 850.595.1143/www.cityofpensacola.com

Approval of Meeting Minutes

Mr. Grundhoefer made a motion to approve the September 18, 2018 minutes, seconded by Mr. Monk, and it carried unanimously.

New Business

Consider Request for Conditional Use Permit Approval at 805 E. Gadsden Street

The City has received a request from Dr. Laura Hall of East Hill Animal Hospital and Pet Resort for a modification to her existing Conditional Use Permit at 805 E. Gadsden Street. On September 13, 2018 City Council adopted Ordinance # 11-18 which added the use of pet resorts and permitted outside exercise areas if supervised and limited to five (5) or fewer animals. The adoption of this ordinance requires that Dr. Hall modify her existing Conditional Use Permit to bring her property into compliance. In June of 2018, Dr. Laura Hall proposed a modification to the Land Development Code that would permit this use by right and not require Conditional Use Permit approval. However, after two public hearings and input from the neighborhood, City Council voted to grant the addition of the pet resort and outside areas with supervision and limited to five (5) or fewer animals as a Conditional Use only. Ms. Deese stated one last comment which was received referenced the (5) or fewer animals per yard which Dr. Hall indicated in her application. However, based on the language in the ordinance, (5) or fewer animals would be tied to the Conditional Use Permit and she would not be permitted to create multiple "yards".

Chairman Ritz explained after much discussion, they now knew what the Council had adopted, and the agenda item was back before the Board. He then called the applicant to speak.

Dr. Hall stated after the last Board meeting they had compromised what they were already doing by saying supervised and a limit of (5) dogs. She had the original request submitted to the Board in 2008 illustrating the yards. She explained this issue had gone from a parking to a barking to a zoning issue, and she had tried to compromise all along the way. Basically today's meeting was to ensure she had gone through the legislative process, with the last vote in Council to be 6-0 in favor of the application; her 805 E. Gadsden meets that ordinance. She also furnished letters from the neighbors supporting her proposal and was asking the Board to interpret and apply the Conditional Use so she could get back to business as usual.

Chairman Ritz pointed out the Council adopted the ordinance for supervised and limited to five (5) or fewer animals with supervision and asked what the previous Conditional Use provided. Ms. Deese explained the previous Conditional Use did not allow any outside exercise areas. Mr. Monk asked for clarification, and Dr. Hall stated the issue was the definition of outdoor exercise areas; she had not been boarding dogs outside. She did agree to the supervision and limit of (5). She began her business in 2006, added the hospital in 2010, and had no complaints. Mr. Monk advised he lives in the 600 block and had never heard the dogs. Dr. Hall explained staff members had parked on the street, and Code Enforcement advised the complainant it was completely legal. Then the issue became barking and Code Enforcement was called to answer questions regarding exercise areas. It was recommended that the language be changed, and now 805 E. Gadsden complies with that change.

Mr. Moore confirmed with staff that the original Conditional Use Language in the Code was amended, so by passing this, the Board was just updating the language of the Conditional Use Dr. Hall had, and Ms. Deese agreed.

Ms. Agnew advised from the beginning, the neighborhood had a very purposeful wording that no vet hospitals or clinics be allowed, and in 2006, Dr. Hall brought in a pet shop and then the pet hospital. The neighborhood was not thrilled about it, and it was stated in the beginning that her boarding outside exercise areas were not exterior. That became the crux of this problem. There are vets who operate without exterior places. It might be wonderful to have, but not in a neighborhood with immediate neighbors who will feel the effects of that. After lengthy discussions, she is now allowed (5) dogs on the entire lot, not fenced in areas.

If you get (5) dogs in each fenced area, you could have as many dogs as you wanted outside which affects the neighborhood. She explained zoning was set for a reason; the immediate neighbors who have written letters do not live in the neighborhood. There is also a strong probability that these two properties which are not being worked on might possibly be sold to her which would allow more areas for more dogs. She stressed she had no problem with Dr. Hall as a business owner but had issues with her expanding her business in a neighborhood with immediate neighbors where it would not enhance the neighborhood. It would put pressure on neighbors to deal with issues they did not originally want to deal with and did not originally agree to when Dr. Hall came in. She asked the Board to let the Conditional Use with (5) dogs stand but not let it become more than it should since the neighborhood would be affected. Mr. Grundhoefer asked about her being comfortable with the (5) dogs, and she stated she did not like it and had originally wanted the dogs on the interior as it was originally stated, but she agreed the language should be (5) dogs or fewer per lot. Ms. Deese explained this would expand the use from what is currently permitted; it would allow (5) animals per Conditional Use Permit. Mr. Grundhoefer stated the language of outside exercise areas could be interpreted that you could fence off different areas. Ms. Deese explained it was very clear in the Code under Conditional Use – only per Conditional Use (5) animals or less.

Ms. Hoverson, President of the Old East Hill Neighborhood Association, was agreeable with the Conditional Use for (5) animals per permit and felt it was a good compromise, but did oppose more dogs than the (5) as stated in the application. Since 805 E. Gadsden was deeded as one lot, it should have one exercise area and asked for clarification on exercise areas. Chairman Ritz clarified that the facility, if this was approved as a Conditional Use, would be allowed (5) dogs outside; if there were multiple fenced in areas, one dog could be placed in each area with (5) dogs the maximum, and anything above would be a violation. He explained when the Board votes, the audience will typically understand why the Board voted as it did. Generally, as you hear the deliberations, you understand what caused that decision to be made.

Mr. Arabski explained his home touched the veterinarian property. He felt confident in spending \$250,000 on restoring his home because it was in a preservation district, knowing zoning was in effect that would not allow a ridiculous number of dogs next door. Those conditions included whatever the Conditional Use Permit that facility had. When there was a hearing to change the property to C-3, it was disruptive to his family. It was very accommodating to adjust the Conditional Use Permit to allow (5) dogs outside, but he did not want to attend more hearings to protect his home investment. He asked for (5) dogs outside the property, not two pens of (5) each, not another hearing, and not another interpretation. Chairman Ritz clarified there was only one Conditional Use Permit for her facility with only (5) dogs allowed with this permit; if Dr. Hall took up the entire block, it would still be one Conditional Use Permit with (5) dogs. Mr. Arabski also pointed out the neighbors who wrote letters not opposing own homes which are abandoned and felt it was deceitful to say all the neighbors were agreeable. Chairman Ritz stated it was duly noted that he and other speakers had mentioned that these property owners were not living in their premises.

Mr. Monk advised there was no way to guarantee that the issue would not return to the Board. Depending on how other neighbors may respond to this issue in the future or if there was an expansion, etc., it could very well end up back before the Board, but it would not be because of anything from the Board since it only responds to items brought before it. He pointed out the Board does not create legislation; they show up before the Board.

Ms. Dubuisson explained she was at the Council meeting and pointed out Council's action changed the ordinance so it was possible for the Board to give them the Conditional Use; they returned it to the Planning Board so it would assess its impact on the community and what the neighborhood wanted. She heard about the neighborhood being accommodating but also heard about expansion.

While she respected what Dr. Hall had created, her saying she had compromised in coming to this point was the opposite of what she expected her to say since she had been in violation. What she needed to be recognizing was that the neighborhood compromised to allow her to be in compliance by making this accommodation, and she should make every effort to make their accommodations of value to them.

Dr. Hall explained she was very sensitive to words like "deceitful" and "in violation" since that was not the case. She presented a site plan from 2008 and stated she was not asking for anything new and was not doing anything different from five years ago. She pointed out the City allowed her facility with these fences shown on the site plan, and it was all a confusing interpretation of outdoor exercise areas. She stated she was protecting the animals entrusted to her. Now at this point to expand her property, she would have to go through this process again. This decision was 805 E. Gadsden just being in compliance with the new ordinance.

Mr. Monk asked if this was how she operated the whole time, and Dr. Hall advised she always had dogs going outside supervised, but there may be been more than (5). Mr. Monk asked either previously or with the current changes, was the intention for the dogs to be inside or outside during the night. Dr. Hall said they would be outside only during business hours; they go outside with a staff member, and she was comfortable with the changes proposed. Chairman Ritz indicated he might be concerned if he heard dogs at night. He restated the agenda item was to allow (5) dogs per Conditional Use Permit and believed he heard a consensus that this would be acceptable, with the (5) dogs maximum being supervised during the time they are outside.

Mr. Moore stated after sitting through multiple Council meetings and discussions, he felt this was a victory with everyone using their best rhetoric. **Mr. Moore then made a motion to approve the Conditional Use, seconded by Mr. Monk.** Mr. Grundhoefer indicated his firm had done work with Dr. Hall in the past, but they were not presently under contract, and his firm would not benefit from the item's approval or denial. Staff confirmed there was not a voting conflict for Mr. Grundhoefer on this proposal based on the information given. Chairman Ritz explained this item would return to Council in a quasi-judicial format at the November 2018 meeting. **Without any further discussion on the item, the motion carried unanimously.** Chairman Ritz clarified it was approval for a (5) dog maximum per Conditional Use Permit.

Consider Amendment to Land Development Code Section 12-12-4 Vacation of Streets, Alleys

On September 13, 2018, City Council referred to this Board for review and recommendation an Amendment to Land Development Code Section 12-12-4 Vacation of Streets, Alleys. This proposed amendment would require that any vacation shall leave no less than 10 feet of right of way from the existing back-of-curb. The City Council memorandum enclosed within this agenda item indicated the reason for this amendment was due to safety concerns as well as best practices in the furtherance of creating a more walkable and safe community.

Mr. Wagley supported this measure which would put this existing staff policy into the code. Placing this in the Code would ensure the 10 feet of right of way to accommodate for its many uses. Occasionally, there are sidewalks placed up against the street, but only when the right of way is already constrained. This would be a good step for a more walkable community. Chairman Ritz agreed walking on a sidewalk right up against a street would make him uneasy because of high speed traffic and appreciated placing this in a Code form to allow for the vegetative strip as a buffer.

Mr. Grundhoefer stated the language missed an opportunity to add the portion about if it was an existing sidewalk, it should be maintained or if eliminated, it must be rebuilt. He appreciated the ADA language "so that the work does not result in a lesser level of accessibility." He suggested it was common sense that if someone was granted additional city property, they would either maintain a sidewalk or rebuild a sidewalk.

However, in a previous case, Council had stated a particular sidewalk did not connect to other sidewalks, therefore, some of them felt it was not necessary. Mr. Monk stated if applicants knew this would be required, they would know it was an expense ahead of making that type of request which would eliminate a lot of confusion moving forward. Ms. Deese explained the Council member sponsoring this item was open to suggestions from the Board and it would be returning to Council as a recommendation. She clarified the Board's aesthetic review on locations such as the Blue Wahoo Stadium, was a final determination by this Board. With right of way vacations, Conditional Uses or rezonings the Board was a recommending body to the Council. Chairman Ritz clarified this recommendation would be citywide.

Mr. Grundhoefer then made a motion to recommend approval of proposed language with the addition that right of way vacations do not result in a lesser level of accessibility, an existing sidewalk must be maintained or rebuilt by an owner granted such a vacation. The motion was seconded by Mr. Moore and carried unanimously.

Open Forum – Dottie Dubuisson asked that the Board study the makeup of the Board, observing that no one on the Board lived on the west side of Palafox for representation. She requested they ask Council when they were making appointments to consider broadening the scope of the geographical representation as well as the ethnicity and gender.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 3:05 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'BCD', written in a cursive style.

Brandi C. Deese
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00080

City Council

2/14/2019

SUBJECT:

MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.

Monthly Financial Review



January, 2019





Revenues

January, 2019

- **General Fund**

- Three Months Collected

- **Franchise Fee & Public Service Tax** + **2.95%**
 - **Half-Cent Sales Tax** + **2.80%**
 - **Communication Services Tax** + **2.09%**

- Four Months Collected

- **Municipal Revenue Sharing** + **1.88%**





Other Funds

January, 2019

- **Local Option Sales Tax** + **9.53%**
- **Local Option Gas Tax** + **2.38%**
- **Tree Planting Trust Fund** \$432,259
- **Housing Initiatives Fund**
 - City \$112,496
 - CRA \$442,482





Contracts/Expenditures Over \$25,000 Approved By Mayor 1/01/19 – 1/31/19

• Formal Bid/RFQs

• **Carpet Creations of FL, Inc. dba Carpet Creations, Inc.**

- Terminal Flooring Replacement – Airport
- SBE – Yes
- Purchase Method – ITB 19-003, Pensacola International Airport, Terminal Flooring Replacement Installation
- \$303,850
- Budgeted – Yes

• **J.J. Morley Enterprises, Inc.**

- Garage Double T Repairs - Airport
- SBE – No
- Purchase Method – ITB 19-006, Parking Garage Double T Repairs at Pensacola International Airport
- \$587,901
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 1/01/19 – 1/31/19

•Quotations & Direct Negotiations

•Consolidated Pipe & Supply

- Warehouse: Polyethylene Pipe – Pensacola Energy
- SBE – No
- Purchase Method – Continuing Contract Services under ITB 16-040 -Three Year Contract for Polyethylene Pipe, Fitting, Valves, Risers, Couplings, Valve Boxes and Gas Utility Markers
- \$78,050
- Budgeted – Yes

•Devtech Sales, Inc.

- Commercial Natural Gas Meter: AC-630 – Pensacola Energy
- SBE – No
- Purchase Method – Sole Source
- \$33,240
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 1/01/19 – 1/31/19

•Quotations & Direct Negotiations

•Devtech Sales, Inc.

- Natural Gas Regulators: Model 1813C 3/4” Body – Pensacola Energy
- SBE – No
- Purchase Method – Sole Source
- \$39,088
- Budgeted – Yes

•Devtech Sales, Inc.

- Commercial Natural Gas Meter: AC-800 – Pensacola Energy
- SBE – No
- Purchase Method – Sole Source
- \$49,140
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 1/01/19 – 1/31/19

•Quotations & Direct Negotiations

•Devtech Sales, Inc.

- Commercial Natural Gas Meter: AL-800 – Pensacola Energy
- SBE – No
- Purchase Method – Sole Source
- \$100,200
- Budgeted – Yes

•Devtech Sales, Inc.

- Commercial Natural Gas Meter: AL-1000 – Pensacola Energy
- SBE – No
- Purchase Method – Sole Source
- \$112,550
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 1/01/19 – 1/31/19

•Quotations & Direct Negotiations

•Eager Beaver, LLC

- Main Street Tree Trimming 2019– Park & Recreation
- SBE – Yes
- Purchase Method – Quotation
- \$32,800
- Budgeted – Yes

•Equipment Control Co., Inc.

- AMR/AMI Smartpoints: Models 600GM & 300GM – Pensacola Energy
- SBE – No
- Purchase Method – Sole Source
- \$36,612
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 1/01/19 – 1/31/19

•Quotations & Direct Negotiations

•Escambia County Board of County Commissioners

- Interlocal Agreement for NPDES Stormwater Permit Services and Fees, FY18-19 – Public Works
- SBE – No
- Purchase Method – Direct Negotiation
- \$60,000
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 1/01/19 – 1/31/19

•State, Federal or Other Buying Contracts

•Action Truck Center, Inc.

- One (1) Autocar ACMD Chassis with Labrie Helping Hand ASL Body – Sanitation/Fleet Mgt.
- SBE – No
- Purchase Method – Sourcewell (Formally NJPA) contract # 081716-ATC
- \$289,317
- Budgeted – Yes

•Dana Safety Supply, Inc.

- Marked Vehicle outfit Equipment– Police
- SBE – No
- Purchase Method – City of Tampa contract # 2107-975
- \$192,535
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 1/01/19 – 1/31/19

•State, Federal or Other Buying Contracts

•Duval Ford, LLC

- One (1) 2019 Ford Explorer – Inspections
- SBE – No
- Purchase Method – Florida Sheriffs Association
Contract # FSA18-VEL26.0
- \$26,367
- Budgeted – Yes

•Garber Chevrolet, Inc.

- Two (2) 2019 Chevrolet Tahoe – Airport
- SBE – No
- Purchase Method – Florida Sheriffs Association
Contract # FSA18-VEL26.0
- \$67,990
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 1/01/19 – 1/31/19

•State, Federal or Other Buying Contracts

•Playcore Wisconsin, Inc. DBA GameTime

- Hitzman Park Playground Surfacing PIP – Parks & Recreation
- SBE – No
- Purchase Method – U.S. Communities # 2017001134
- \$130,425
- Budgeted – Yes

•Playcore Wisconsin, Inc. DBA GameTime

- Play Structure Installation at Four (4) Separate Parks – Parks & Recreation
- SBE – No
- Purchase Method – U.S. Communities # 2017001134
- \$133,400
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 1/01/19 – 1/31/19

•State, Federal or Other Buying Contracts

•PC Specialist, Inc. dba. Technology Integration Group (TIG)

- HPE Aruba Switch, Power Supply & Module – Technology Resources
- SBE – No
- Purchase Method – Florida State Contract # 43220000-WSCA-14-ACS
- \$61,455
- Budgeted – Yes



Monthly Financial Review



January, 2019

