



# City of Pensacola

## Agenda Conference

### Agenda - Final

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Monday, April 10, 2017, 3:30 PM

Hagler-Mason Conference Room,  
2nd Floor

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#### ROLL CALL

#### PRESENTATION ITEMS

1. [17-00240](#) PRESENTATION FROM THE CHAIRMAN OF THE BOARD OF TRUSTEES- COMMUNITY MARITIME PARK ASSOCIATES (CMPA)

**Recommendation:** Presentation from CMPA Board of Trustees Chairman to be given at the April 13, 2017 City Council Meeting; updating the Council on the financial and maintenance aspects of the park as well as an update on the marketing of the private parcels within the park.

**Sponsors:** Sherri Myers

#### REVIEW OF CONSENT AGENDA ITEMS

2. [17-00012](#) AWARD OF CONTRACT - BID #17-006 BAYOU CHICO "R" STREET AT MAGGIE'S DITCH STORMWATER TREATMENT ENHANCEMENT PROJECT

**Recommendation:** That City Council award a contract for construction of the Bayou Chico "R" Street at Maggie's Ditch Stormwater Treatment Project to Williams Industrial & Marine, Inc., of Westville, Florida, the lowest and most responsible bidder with a base bid of \$597,719.00, plus 10% contingency of \$59,771.90 for a total amount of \$657,490.90.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Bid Tabulation, Bid No. 17-006](#)  
[Final Vendor Reference List, Bid No. 17-006](#)  
[Map, Bayou Chico "R" Street at Maggie's Ditch Stormwater Treatment Enh](#)  
[Report of City Council Action - NFWF Grant – dated 10-8-15](#)

3.     [17-00221](#)     AIRPORT - AWARD OF BID #17-018, PENSACOLA  
INTERNATIONAL AIRPORT FUEL FARM ROAD  
RECONSTRUCTION

**Recommendation:** That City Council award Bid # 17-018, Pensacola International Airport Fuel Farm Road Reconstruction to J. Miller Construction, Inc., the lowest and most responsible bidder in the amount of \$125,684.00 for roadway repairs as outlined in the bid specifications plus a 10% contingency of \$12,568.40 for a total amount of \$138,252.40. Further, that City Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Bid Tabulation - Bid # 17-018](#)  
                          [Vendor Reference List - Bid # 17-018](#)

4.     [17-00208](#)     APPOINTMENT TO THE FIREFIGHTERS' RELIEF AND PENSION  
FUND BOARD OF TRUSTEES

**Recommendation:** That City Council ratify the appointment of Jerri Barnes as the fifth member trustee of the Firefighters' Relief and Pension Fund.

**Sponsors:** Ashton J. Hayward, III

5.     [17-00247](#)     APPOINTMENT - PARKS AND RECREATION BOARD

**Recommendation:** That City Council appoint one (1) individual to serve on the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2020.

**Attachments:**     [Nomination Form - Barrett Breedlove.pdf](#)  
                          [Application of Interest - Barrett Breedlove.pdf](#)  
                          [Resume - Barrett Breedlove.pdf](#)

**REVIEW OF REGULAR AGENDA ITEMS (Sponsor)**



6.     [11-17](#)           PROPOSED ORDINANCE NO. 11-17 - AMENDMENT TO SECTION 4-3-97, PROVIDING SANITATION COLLECTION FEE AND CREATING A SANITATION EQUIPMENT SURCHARGE.

**Recommendation:** That City Council approve Proposed Ordinance No. 11-17 on first reading.

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION FEES; PROVIDING FOR SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Proposed Ordinance No. 11-17](#)  
                          [Sanitation Rate Study Report](#)

7.     [17-00222](#)       QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - JUNCTION AT WEST HILL

**Recommendation:** That City Council conduct a quasi-judicial hearing on April 13, 2017 to consider approval of the final subdivision plat - Junction at West Hill.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Subdivision Plat Application, Junction at West Hill, dated 2/13/2017](#)  
                          [Final Plat, Junction at West Hill, dated March 2017](#)  
                          [Plat Boundary Survey, Junction at West Hill, dated February 2017](#)  
                          [March 14, 2017 Planning Board Minutes](#)

8.     [17-00057](#)       ANNEXATION OF PROPERTY - CAMPUS HEIGHTS

**Recommendation:** That City Council conduct a Public Hearing to consider the annexation of seventy-seven (77) parcels in the Campus Heights area, sixty-one (61) of which are owned by the Pensacola International Airport.

**Attachments:**     [Map of Annexation Area](#)

9.     [10-17](#)           PROPOSED ORDINANCE NO. 10-17 - ANNEXATION OF PROPERTY  
                          - CAMPUS HEIGHTS

**Recommendation:** That City Council approve Proposed Ordinance No. 10-17 on first reading.

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.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Proposed Ordinance No. 10-17](#)  
                              [Survey, City of Pensacola Proposed Campus Heights Annexation Phase I](#)

10.    [17-00175](#)       CREATION OF SECTION 8-1-28 OF THE CITY CODE - PROHIBITING  
                          SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND  
                          RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

**Recommendation:** That City Council adopt an ordinance creating Section 8-1-28 of the City Code  
- Prohibiting solicitation of donations upon public sidewalks and rights-of-way in the Downtown Visitors' District.

**Sponsors:** Ashton J. Hayward, III, Brian Spencer

**Attachments:**     [Letter from John Peacock, DIB Chair, dated February 21, 2017 with Ordina](#)  
                              [Proposed Ordinance](#)  
                              [EMAIL FROM CITY ATTORNEY](#)  
                              [PETITION FROM RESIDENT/PROPERTY OWNERS WITHIN ON PALAF](#)

11.     [09-17](#)           PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28 OF THE CITY CODE - PROHIBITING SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

**Recommendation:** That City Council approve Proposed Ordinance No. 09-17 on first reading.

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III, Brian Spencer

**Attachments:**     [Proposed Ordinance No. 09-17](#)  
                          [Letter from John Peacock, DIB Chairman](#)  
                          [DIB Panhandling Ordinance Boundary Map](#)

12.     [17-00227](#)       PENSACOLA ENERGY - AWARD OF BID #17-012, NATURAL GAS PIPELINE CONSTRUCTION WEST PENSACOLA LOW PRESSURE AREA UPGRADES

**Recommendation:** That City Council award Bid #17-012 Natural Gas Pipeline Construction to R.A.W. Construction, LLC., the lowest and most responsible bidder in the amount of \$2,477,265 for seven (7) natural gas infrastructure replacement projects, \$581,835 for the miscellaneous work option as outlined in the bid specifications plus a 10% contingency of \$305,910 for a total amount of \$3,365,010 for a period of one year. Further, that City Council approve the supplemental budget resolution appropriating the additional amount needed from the Florida Gas System Revenue Note, Series 2016. Finally, that City Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Bid Tabulation - Bid No 17-012.pdf](#)  
                          [Final Vendor Reference List-Bid No 17-012.pdf](#)  
                          [Supplemental Budget Resolution](#)  
                          [Supplemental Budget Explanation](#)

13.     [17-20](#)           SUPPLEMENTAL BUDGET RESOLUTION NO. 17-20 - PENSACOLA ENERGY - AWARD OF BID #17-012, NATURAL GAS PIPELINE CONSTRUCTION WEST PENSACOLA LOW PRESSURE AREA UPGRADES

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-20

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 PROVIDING FOR AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Supplemental Budget Resolution No. 17-20](#)  
                          [Supplemental Budget Explanation](#)

14.     [12-17](#)           PROPOSED ORDINANCE NO. 12-17 - AMENDING SECTION 6-2-3 OF THE CITY CODE--PARKS AND RECREATION BOARD - DUTIES

**Recommendation:** That City Council approve Proposed Ordinance 12-17 on first reading.

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD - DUTIES; TO PROVIDE FOR THE INCLUSION WITHIN THE DUTIES LANGUAGE STATING, “AND RECREATIONAL ACTIVITIES”; PROVIDING FOR SEVERABILITY; R E P E A L I N G C L A U S E ; PROVIDING AN EFFECTIVE DATE

**Sponsors:** Brian Spencer

**Attachments:**     [Proposed Ordinance No. 12-17](#)  
                          [March 16, 2017 Parks and Recreation Board Minutes.pdf](#)

15.     [13-17](#)           PROPOSED ORDINANCE NO. 13-17 - AMENDING SECTION 8-3 OF THE CITY CODE - CREATING SECTION 8-3-4 NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL

**Recommendation:** That City Council approve Proposed Ordinance 13-17 on first Reading.

AN ORDINANCE AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFFENSES UPON WATERS; CREATING SECTION 8-3-4 TO PROVIDE FOR A NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL; PROVIDING FOR SEVERABILITY;       R E P E A L I N G       C L A U S E ; PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Brian Spencer

**Attachments:**     [Proposed Ordinance No. 13-17](#)  
                          [ProposedNoWake Zone](#)

16.     [17-00228](#)          RETURN CONVEYANCE OF MORRIS COURT PARK TO THE AREA HOUSING COMMISSION

**Recommendation:** That City Council authorize the Mayor to execute all documents necessary to return the property located at North "J" and West Lloyd Streets, known as Morris Court Park, to the Area Housing Commission for use as planned affordable housing.

**Sponsors:** Ashton J. Hayward, III, Jewel Cannada-Wynn

**Attachments:**     [Deed of Realty dated June 27, 1990](#)  
                          [Area Housing Commission Letter to Keith Wilkins, dated September 16, 201](#)  
                          [Map, Morris Court Park](#)

17. [17-00251](#) REIMBURSEMENT TO CDBG FUND - PURCHASE OF 113 NORTH "C" STREET (FORMER BLOUNT SCHOOL PROPERTY)
- Recommendation:** That City Council approve reimbursing the CDBG Fund \$295,937 based on CDBG program requirements for the purchase of the property located at 113 North "C" Street (former Blount School). Further that City Council approve the supplemental budget resolution appropriating funding for the reimbursement.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Appraisal Report 113 North "C" Street dated March 3, 2017](#)  
[Supplemental Budget Resolution](#)  
[Supplemental Budget Explanation](#)
18. [17-22](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-22 - APPROPRIATING FUNDING FOR REIMBURSEMENT TO THE CDBG FUND - PURCHASE OF 113 NORTH "C" STREET (FORMER BLOUNT SCHOOL PROPERTY)
- Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-22.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Supplemental Budget Resolution No. 17-22](#)  
[Supplemental Budget Explanation No. 17-22](#)
19. [17-00245](#) PORT WAREHOUSE #9 TERMINATION OF LEASE AND WAREHOUSE #1 LEASE AMENDMENT WITH OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.
- Recommendation:** That City Council authorize the Mayor to take all action necessary to terminate the Lease Agreement for Port Warehouse #9 and to amend the Lease Agreement for Port Warehouse #1 with Offshore Inland Marine & Oilfield Services, Inc.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Termination Agreement for Warehouse #9](#)  
[Amendment to Warehouse #1 Lease Agreement](#)

**20.     [17-00254](#)     NEW MARKET TAX CREDIT UNWIND**

**Recommendation:** That City Council authorize the Mayor to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction. This includes but is not limited to executing an Interlocal Agreement with the Community Maritime Park Associates, Inc. (CMPA) and the Community Redevelopment Agency (CRA) to terminate the Project Support Payments to the CMPA. Further, as provided in the CMPA Articles of Incorporation, that the City accept the CMPA's distributed assets. In addition, that upon NMTC unwind, when the City owns the CTA Investment Fund that City Council authorize the Mayor to forgive the loans made to the CMPA.

**Sponsors:** Ashton J. Hayward, III

**21.     [17-00241](#)     JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - VIDEO DETECTION EQUIPMENT**

**Recommendation:** That City Council authorize the Mayor to execute and implement a Joint Participation Agreement (JPA) with FDOT for the purchase of Video Detection Equipment to be installed at certain state-owned intersections within the City. Further, that City Council adopt a supplemental budget resolution appropriating the funds from the FDOT. Finally that City Council authorize the Mayor to take any and all actions necessary to execute and implement the JPA with the FDOT.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [JPA.pdf](#)  
                          [Supplemental Budget Resolution](#)  
                          [Supplemental Budget Explanation](#)

**22.     [17-21](#)         SUPPLEMENTAL BUDGET RESOLUTION NO. 17-21 - JOINT PARTICIPATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION - VIDEO DETECTION EQUIPMENT**

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-21.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017: PROVIDING FOR THE EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Supplemental Budget Resolution No. 17-21](#)  
                          [Supplemental Budget Explanation No. 17-21](#)

23.     [04-17](#)           PROPOSED ORDINANCE NO. 04-17 - REPEALING SECTION  
                          10-4-16(C) OF THE CITY CODE - INSTALLATION OF SERVICES

**Recommendation:** That City Council adopt Proposed Ordinance No. 04-17 repealing Section 10-4-16(c) of the city code on second reading.

AN ORDINANCE REPEALING SECTION 10-4-16(c) OF  
THE CODE OF THE CITY OF PENSACOLA,  
FLORIDA, INSTALLATION OF SERVICES;  
PROVIDING FOR SEVERABILITY; REPEALING  
CLAUSE; PROVIDING AN EFFECTIVE DATE

**Sponsors:** Ashton J. Hayward, III, Sherri Myers

**Attachments:**     [Proposed Ordinance No. 04-17](#)

24.     [17-00260](#)       OVERRIDE MAYOR ASHTON HAYWARD'S VETO OF MARCH 14,  
                          2017 OF THE CITY COUNCIL ACTION ITEM #17-00186, BEGIN THE  
                          PROCESS FOR HIRING A BUDGET ANALYST, PASSED BY CITY  
                          COUNCIL ON MARCH 9, 2017.

**Recommendation:** That City Council vote to override Mayor Ashton Hayward's Veto, dated March 14, 2017, of City Council legislative action item #17-00186 pertaining to the City Council beginning the process of hiring a Budget Analyst, which City Council passed on March 9, 2017.

**Sponsors:** Sherri Myers

**Attachments:**     [Ordinance No. 28-14, Creating Charter Amendment](#)  
                          [Ordinance No. 05-15, Creating the Office of City Council](#)  
                          [Ordinance No.10-16, Establishing the Position of Budget Analyst](#)  
                          [Organizational Chart for Office of City Council](#)  
                          [September 14, 2016 Council Report](#)  
                          [March 9, 2017 Council Report](#)  
                          [March 14, 2017 Veto Memos from Mayor Hayward](#)



25. [17-00261](#) OVERRIDE MAYOR ASHTON HAYWARD'S VETO OF MARCH 14, 2017 OF THE CITY COUNCIL ACTION ITEM #17-00186, BEGIN THE PROCESS FOR HIRING A BUDGET ANALYST, PASSED BY CITY COUNCIL ON MARCH 9, 2017

**Recommendation:** That City Council vote to override Mayor Ashton Hayward's Veto, dated March 14, 2017, of City Council legislative action item #17-00186 pertaining to the City Council beginning the process of hiring a Budget Analyst, which City Council passed on March 9, 2017.

**Sponsors:** Jewel Cannada-Wynn

**Attachments:** [Ordinance No. 28-14, Creating Charter Amendment](#)  
[Ordinance No. 05-15, Creating the Office of City Council](#)  
[Ordinance No. 10-16, Establishing Position of Budget Analyst](#)  
[Organizational Chart for Office of City Council](#)  
[September 14, 2016 Council Report](#)  
[March 9, 2017 Council Report](#)  
[March 14, 2017 Veto Memos from Mayor Hayward](#)

## FOR DISCUSSION

## INFORMATIONAL ITEMS

## CONSIDERATION OF ANY ADD-ON ITEMS

## READING OF ITEMS FOR COUNCIL AGENDA

## COMMUNICATIONS

### City Administrator's Communication

26. [17-00153](#) CITY ADMINISTRATOR COMMUNICATION - ERIC W. OLSON

**Sponsors:** Ashton J. Hayward, III

### City Attorney's Communication

### Monthly Crime Report-Chief David Alexander

27. [17-00195](#) MONTHLY CRIME REPORT

**Recommendation:** Click or tap here to enter text.

**Sponsors:** Ashton J. Hayward, III

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

28.     [17-00089](#)     MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER  
                            RICHARD BARKER, JR.

*Sponsors:*             Ashton J. Hayward, III

**City Council Communication****ADJOURNMENT**

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

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00240

City Council

4/13/2017

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### **PRESENTATION ITEM**

**FROM:** City Council Member Sherri F. Myers

**SUBJECT:**

PRESENTATION FROM THE CHAIRMAN OF THE BOARD OF TRUSTEES- COMMUNITY MARITIME PARK ASSOCIATES (CMPA)

**REQUEST:**

Presentation from CMPA Board of Trustees Chairman to be given at the April 13, 2017 City Council Meeting; updating the Council on the financial and maintenance aspects of the park as well as an update on the marketing of the private parcels within the park.

**SUMMARY:**

The Community Maritime Park is a multi-use, public-private park development on Pensacola's waterfront. The Board of Trustees of the CMPA oversees the development and management of the Community Maritime Park.

The purpose of this presentation is to provide information to the City Council regarding the financial and maintenance status of the park as well as an update on the marketing of the remaining private parcels located within the park.

**PRIOR ACTION:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1) None

**PRESENTATION:** Yes



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00012

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

AWARD OF CONTRACT - BID #17-006 BAYOU CHICO "R" STREET AT MAGGIE'S DITCH  
STORMWATER TREATMENT ENHANCEMENT PROJECT

**RECOMMENDATION:**

That City Council award a contract for construction of the Bayou Chico "R" Street at Maggie's Ditch Stormwater Treatment Project to Williams Industrial & Marine, Inc., of Westville, Florida, the lowest and most responsible bidder with a base bid of \$597,719.00, plus 10% contingency of \$59,771.90 for a total amount of \$657,490.90.

Public Hearing Required: No Hearing Required

**SUMMARY:**

The site location for this grant-funded project is in a public easement within the former "R" Street right-of-way (vacated) on Escambia County School District (ECSD) property at the Global Learning Academy Elementary School site adjacent to Maggie's Ditch. The project is a joint cooperation and collaboration effort with Escambia County, ECSD and the National Fish and Wildlife Foundation (NFWF). Even though the project is located on the physical school site property, it is located within a public easement and will serve the entire community as an educational facility and outreach tool for greater environmental awareness and stewardship in regards to proper/responsible stormwater management practices.

The new facility will have multiple educational elements to promote learning and comprehension of the fragile ecological balances within our environment and emphasis on stewardship of our natural resources. It will also have numerous public amenities that include park benches for passive observation, proper trash receptacles, enhanced hardscape features, lush landscape, an observation gazebo directly overlooking Maggie's Ditch, a walking path and ornamental lighting. The project is scheduled to begin construction in April of 2017 and will take approximately 6 months to complete.

City Council approved an Interlocal Agreement with Escambia County relating to the NFWF Grant for this project on October 8, 2015. However, since that time, the City has been advised by NFWF officials that certain elements of the scope of this project are not eligible under the terms of the Gulf Environmental Benefit Fund (GEBF) grant funds. The NFWF officials contend that certain elements of the scope included in the submittal

materially improves the site into an amenity feature and therefore those extra costs associated with the hardscape, landscape, etc. cannot be included as an allowable cost. Because there were no pre-existing park features or amenities that would need to be replaced, it was deemed these expenses are purely recreational and not compliant under the GEBF grant. Therefore, in order to be able to complete the project, the portion of the project that is not eligible under the GEBF grant will be funded from the Stormwater Capital Improvement Projects Fund. Sufficient funding is available from the completed Bayou Drive Outfall at Bayou Chico Project and has been transferred to this project to fund the remaining portion.

**PRIOR ACTION:**

October 8, 2015 - City Council approved the Interlocal Agreement with Escambia County relating to the NFWF Grant for the Bayou Chico Restoration Project for the "R" Street at Maggie's Ditch Stormwater Treatment Enhancement Project.

**FUNDING:**

Budget:	\$ 865,000.00	NFWF Grant Award
	(362,120.00)	Ineligible Portion of NFWF Grant Award
	<u>300,000.00</u>	Stormwater Capital Projects Fund
	<u>\$ 802,880.00</u>	Total

Actual:	\$ 579,719.00	Construction Contract
	59,771.90	10% Contingency
	52,488.54	Engineering Design/Permitting
	60,000.00	Project Inspection
	27,000.00	Monitoring
	<u>5,000.00</u>	Construction Testing/Misc.
	<u>\$ 801,979.44</u>	Total

**FINANCIAL IMPACT:**

Grant funding in the amount of \$865,000 has been appropriated in the Special Grants Fund. Of that amount \$362,120 does not qualify under the scope of the grant, leaving an available amount of \$502,880.00 in the Special Grants Fund. Additional funding in the amount of \$300,000 is available within the Stormwater Capital Projects Fund for a total budgeted amount of \$802,880. To date, \$53,959.72 has been expended or encumbered for items related to engineering design and miscellaneous preconstruction cost, leaving a remaining current balance of \$748,920.28. The remaining budget balance is sufficient to cover the remaining items that have yet to be completed/expended.

**CITY ATTORNEY REVIEW:** Yes

3/28/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

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

**ATTACHMENTS:**

- 1) Bid Tabulation, Bid No. 17-006
- 2) Final Vendor Reference List, Bid No. 17-006
- 3) Map, Bayou Chico "R" Street at Maggie's Ditch Stormwater Treatment Enhancement Project
- 4) Report of City Council Action - NFWF Grant - dated 10-8-15

**PRESENTATION:** No

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**TABULATION OF BIDS**

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BID NO: 17-006

TITLE: BAYOU CHICO AT STREET AT MAGGIE'S DITCH STORMWATER TREATMENT ENHANCEMENT

OPENING DATE: January 6, 2017 OPENING TIME: 2:30 P.M.  DEPARTMENT: Engineering	WILLIAMS INDUSTRIAL & MARINE Bonifay, FL	BIRKSHIRE JOHNSTONE, LLC Pensacola, FL	J. MILLER CONSTRUCTION, INC. Pensacola, L	GULF COAST UTILITY CONTRACTORS Panama City, FL
Base Bid	\$597,719.00	\$618,248.23	\$971,925.00	\$1,033,913.00
M/WBE Participation Goal 5%	8.1%	7.8%	4.8%	7.2%
Attended Prebid	Yes	Yes	Yes	Yes

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Opening Date: 01/06/17

Bid No.: 17-006

**FINAL VENDOR REFERENCE LIST**  
**BAYOU CHICO "R" STREET @ MAGGIE'S DITCH STORMWATER TREATMENT ENHANCEMENT**  
**ENGINEERING AND CONSTRUCTION SERVICES**

Vendor	Name	Address	City	St	Zip Code	M/WBE
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503	W
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533	N
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	M
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	N
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	N
058302	CONTECH	182 MONTGOMERY STREET	SANTA ROSA BEACH	FL	32455	N
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	N
036146	CRONIN CONSTRUCTION INC	913 GULF BREEZE PKWY STE 12	GULF BREEZE	FL	32561	M/W
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	N
032038	EVANS CONTRACTING INC	289 NOWAK RD	CANTONMENT	FL	32533	N
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	N
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	W
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	M
053862	GFD CONSTRUCTION INC	8777 ASHLAND AVE	PENSACOLA	FL	32514	N
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	N
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	N
055520	GULF COAST UTILITY CONTRACTORS	13938 HIGHWAY 77	PANAMA CITY	FL	32409	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
050489	HAILE, MICHAEL JACKSON DBA THE HAILE COMPANY OF NW FL INC	PO BOX 13425	PENSACOLA	FL	32591	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503	N
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	N
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	N
049240	J MILLER CONSTRUCTION INC	201 SOUTH "F" STREET	PENSACOLA	FL	32501	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	N
058801	M & H CONSTRUCTION SVCS INC	4782 MALLARD CREEK ROAD	PENSACOLA	FL	32526	M
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	N
053467	MIDSOUTH PAVING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505	N
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	N
002720	PANHANDLE GRADING & PAVING INC	2665 SOLO DOS FAMILIAF	PENSACOLA	FL	32534	N
030951	PAV'R CONSTRUCTION INC	501 EAST GREGORY ST STE 3	PENSACOLA	FL	32502	N



Opening Date: 01/06/17

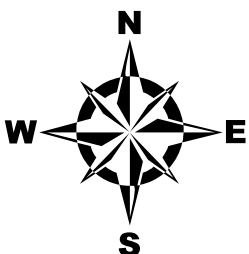
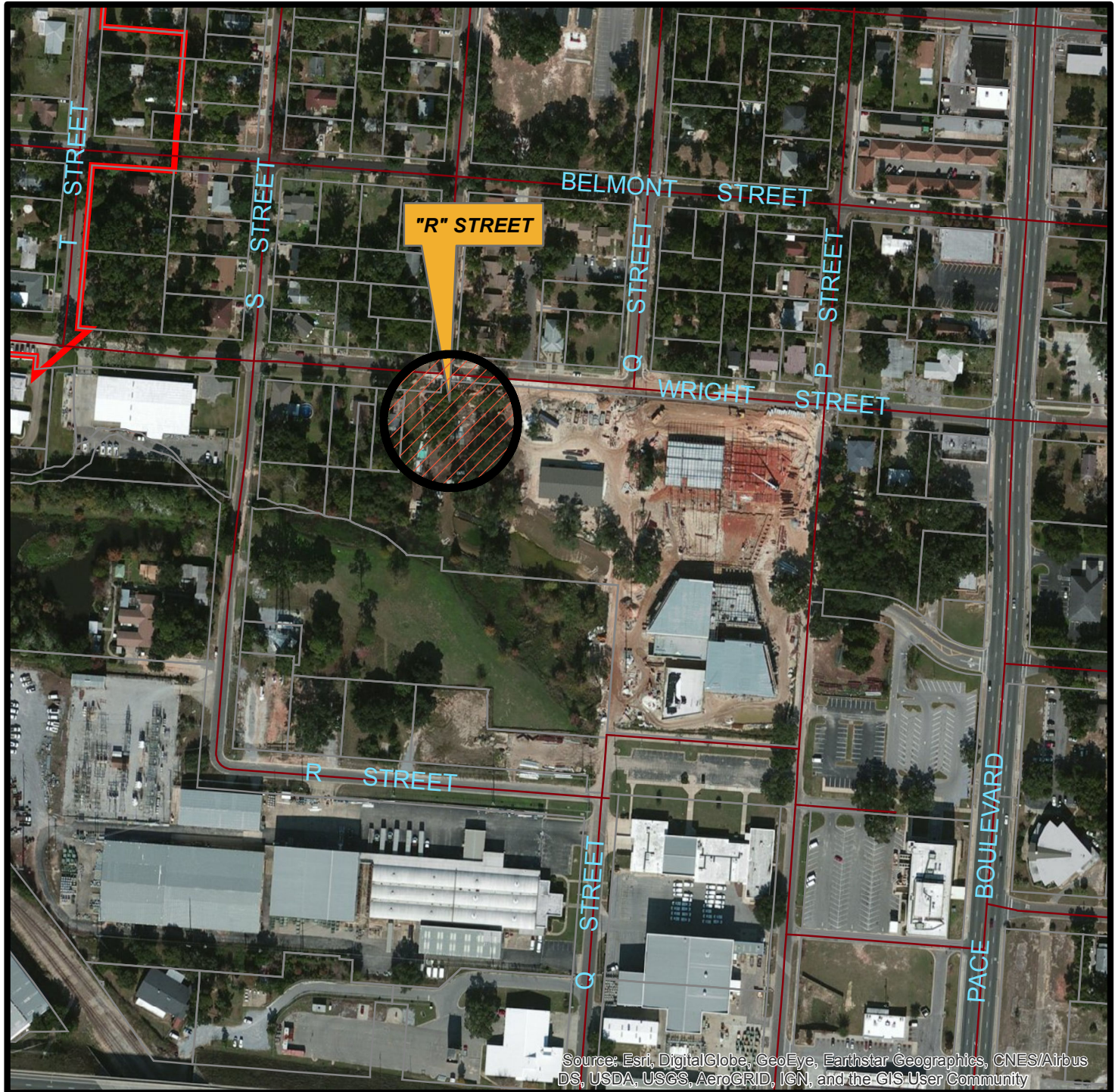
Bid No.: 17-006

**FINAL VENDOR REFERENCE LIST**  
**BAYOU CHICO "R" STREET @ MAGGIE'S DITCH STORMWATER TREATMENT ENHANCEMENT**  
**ENGINEERING AND CONSTRUCTION SERVICES**

Vendor	Name	Address	City	St	Zip Code	M/WBE
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563	W
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	M
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
021834	RANDALL CHAVERS SEPTIC TANK INC DBA R & L PRODUCTS	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
067564	ROBERSON UNDERGROUND UTILITY LLC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	N
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501	N
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	N
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	N
066848	TALCON GROUP LLC	156 DUPONT ROAD	HAVANA	FL	32333	N
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	N
002839	TERHAAR & CRONLEY GENERAL CONTRACTOR INC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE INC	213 EAST YONGE STREET	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
022290	VICTOR A WALKER DBA V A WALKER GENERAL CONTRACTOR	10235 LILLIAN HIGHWAY	PENSACOLA	FL	32506	N
030096	W D ROGERS MECHANICAL CONTRACTORS INC	3018 NORTH DAVIS HWY	PENSACOLA	FL	32503	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N
070332	WILLIAMS INDUSTRIAL	902 SOUTH MCGEE ROAD	BONIFAY	FL	32425	N
045140	WIT CONSTRUCTION SVCS LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
044856	WOLFE CONSTRUCTION	40 W NINE MILE RD #2 STE 212	PENSACOLA	FL	32534	N

Vendors: 80

# BAYOU CHICO R STREET @ MAGGIE DITCH TREATMENT ENHANCEMENT PROJECT



**PENSACOLA**

THE UPSIDE *of* FLORIDA

**DEPARTMENT OF PUBLIC WORKS AND FACILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION**

# Report of City Council Action Items

October 8, 2015

**Members Present:** Council President Andy Terhaar, Council Vice President Larry B. Johnson, Charles Bare, Jewel Cannada-Wynn, Sherri Myers, Brian Spencer, Gerald Wingate, and P. C. Wu

**Absent:** None



## CONSENT AGENDA ITEMS

1. MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PENSACOLA, PORT OF PENSACOLA AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR LAND USE CONTROLS

That City Council authorize the Mayor to execute a Memorandum of Agreement and any related documents between the City of Pensacola, Port of Pensacola and the Division of Waste Management, Florida DEP to perform contamination assessments and implement institutional Land Use Controls at the Port of Pensacola. Further, that City Council approve adding the MOA to the Port Terminal Tariff as required by the MOA.

*The motion passed unanimously.*

## REGULAR AGENDA ITEMS

2. INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY RELATING TO THE NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) GRANT FOR THE BAYOU CHICO RESTORATION PROJECT

That City Council approve and authorize the Mayor to execute the Interlocal Agreement between the City of Pensacola and Escambia County relating to the NFWF Grant for the Bayou Chico Restoration Projects at Bill Gregory Park and 'R' Street at Maggie's Ditch. Further, that City Council adopt the attached supplemental budget resolution to appropriate the grant funds.

*The motion passed unanimously.*

### SUPPLEMENTAL BUDGET RESOLUTION NO. 50-15 – **MOTION TO APPROVE**

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING FOR AN EFFECTIVE DATE.

*The motion passed unanimously.*

3. APPOINTMENTS – ARCHITECTURAL REVIEW BOARD

City Council reappointed Nina H. Campbell a planning board member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; Susan Campbell a Property or Business Owner in the Palafox Historic Business District; and George R. Mead, II a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District, for a term of two years, expiring September 30, 2017.

*The motion passed by acclamation unanimously.*

4. MARITIME PARK BOARD OF TRUSTEE APPOINTMENT

~~The CMPA board members shall be appointed by direct appointment of City Council Members. Current appointments shall be made by the Council Member at large, followed by individual district representatives beginning with Council District 1. Nothing herein shall prevent a Council Member from serving on the CMPA rather than appointing a non-Council Member.~~

**Substitute Motion:** That City Council direct the City Attorney to draft a resolution that will allow City Council Members to make direct appointments to CMPA Board of Trustees.

*The motion passed 5 – 3. Council Members Cannada-Wynn, Wingate, and Wu dissenting.*



# COUNCIL MEMORANDUM

Council Meeting Date: October 8, 2015

## LEGISLATIVE ACTION ITEM



**FROM:** Ashton J. Hayward, III, Mayor *EJO FOR*

**SUBJECT:** Interlocal Agreement between the City of Pensacola and Escambia County relating to the National Fish and Wildlife Foundation (NFWF) Grant for the Bayou Chico Restoration Project

### **RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute the Interlocal Agreement between the City of Pensacola and Escambia County relating to the NFWF Grant for the Bayou Chico Restoration Projects at Bill Gregory Park and 'R' Street at Maggie's Ditch. Further, that City Council adopt the attached supplemental budget resolution to appropriate the grant funds.

**AGENDA:** \_\_\_\_\_ Regular      X   Consent

Hearing Required: Public \_\_\_\_\_ Quasi-Judicial: \_\_\_\_\_ No Public Hearing:   X  

### **SUMMARY:**

The Bayou Chico Restoration Project grant proposal was submitted to NFWF by Escambia County as the lead organization and includes a suite of four (4) separate stormwater sub-projects, totaling \$11,032,250.00, two of which will be constructed by the City of Pensacola. The requested grant was awarded to Escambia County as the primary recipient and the attached interlocal agreement allows for the City to self-manage the two approved sub-projects within the suite at Bill Gregory Park and 'R' Street/Maggie's Ditch with reimbursement directly from Escambia County. The City sub-projects will be fully funded by the NFWF grant through Escambia County in the amount of \$2,180,000 for Bill Gregory Park and \$865,000 for 'R' Street at Maggie's Ditch. These projects will help to meet stormwater treatment goals intended to assist in the restoration of Bayou Chico and support planned restoration activities identified in the Florida Department of Environmental Protection's restoration plan for the Bayou. Expected outcomes include restored and greatly improved benthic habitat quality, increased biological diversity and productivity, and improved water quality to assist in meeting the total maximum daily pollutant loads (TMDL's) established for Bayou Chico. This suite of projects works to fulfill the NFWF focal area to restore and maintain the ecological integrity of priority coastal bays and estuaries.

### **PRIOR ACTION:**

None

Council Memorandum

Subject: Interlocal Agreement between the City of Pensacola and Escambia County relating to the National Fish and Wildlife Foundation (NFWF) Grant for the Bayou Chico Restoration Project

Council Meeting Date: October 8, 2015

Page 2

**FUNDING:**

Bill Gregory Park Stormwater Sub-Project

Budget: \$2,180,000 (NFWF Grant)

Actual: \$2,180,000 (Estimated)

R Street at Maggie's Ditch Stormwater Sub-Project

Budget: \$865,000 (NFWF Grant)

Actual: \$865,000 (Estimated)

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the funding for this grant.

**STAFF CONTACT:**

Eric W. Olson, City Administrator

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

**ATTACHMENTS:**

- 1) Interlocal Agreement between the City of Pensacola and Escambia County, Florida relating to the Bayou Chico Restoration Project
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Resolution Explanation

**PRESENTATION:**

None

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA  
AND ESCAMBIA COUNTY, FLORIDA RELATING TO THE BAYOU  
CHICO RESTORATION PROJECT**

**THIS AGREEMENT** made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between the City of Pensacola, Florida, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502, and Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

**WITNESSETH:**

**WHEREAS**, both the City and County have legal authority to perform general government services within their respective jurisdictions; and

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

**WHEREAS**, the County previously entered into a Project Funding Agreement with the National Fish and Wildlife Foundation (NFWF) to provide funding for the Bayou Chico Restoration Project (hereinafter referred to as "Funding Agreement"), a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS**, the City and County desire to cooperatively perform a portion of the Work comprising the Bayou Chico Restoration Project with Escambia County serving as the lead jurisdiction for purposes of administrative authority and grant management.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and the City of Pensacola agree as follows:

**ARTICLE 1**  
**Purpose**

1.1 Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Purpose. This Agreement sets forth the terms and conditions whereby the City and County shall jointly perform a portion of the Bayou Chico Restoration Project to include the Bill Gregory Park Regional Stormwater Treatment Facility Project and the R Street at Maggie's Ditch Stormwater Treatment Enhancement Project (hereinafter referred to as the "Project" or "Projects") as provided herein.

**ARTICLE 2**  
**Responsibilities of the Parties**

2.1 The County shall serve as the direct recipient of Project Funding pursuant to the Funding Agreement with NFWF and reimburse the City for eligible Project costs performed in accordance with the terms of this Agreement and the Funding Agreement. NFWF shall ultimately determine the eligibility of costs related to the project, as outlined in the grant project scope.

2.2 The City shall submit written requests for reimbursement of eligible Project costs already paid or incurred no more frequently than once monthly, and the County shall provide reimbursement once monthly for eligible costs. Requests shall include, at a minimum, the total dollar amount, an itemization by Task and Cost Category of the Project costs, and copies of any payment documentation or other relevant financial documents as may be reasonably required to verify Project costs. Requests for Reimbursement shall be submitted to the County's designated Project Manager at the following address:

To the County:  
Taylor "Chips" Kirschenfeld  
Escambia County Central Office Complex  
3363 West Park Place  
Pensacola, FL 32505

2.3 The City shall complete the individual Tasks comprising the Work identified in the Funding Agreement as follows:

\*Bill Gregory Park Regional Stormwater Treatment Facility Project  
Task 1- Bill Gregory Park Stormwater Project- Pre-Construction  
Task 2- Bill Gregory Park Stormwater Project- Construction  
Task 3- Bill Gregory Park Stormwater Project- Monitoring

\*R Street at Maggie's Ditch Stormwater Treatment Enhancement Project  
Task 4- R Street at Maggie's Ditch Stormwater Project- Pre-Construction  
Task 5- R Street at Maggie's Ditch Stormwater Project- Construction  
Task 6- R Street at Maggie's Ditch Stormwater Project- Monitoring

2.4 The City shall submit a Monthly Report to the County's designated Project Manager with a narrative description of the Work performed to date and certification that the Work performed to date constitutes part of the Project and each Task is proceeding on or under the Task Budget and will be completed on or under the Task Budget.

2.5 As it relates to the performance of Work pursuant to this Agreement, the City represents and warrants as follows:

- a. The City shall conduct all activities related to the Work in compliance with applicable laws, regulations, rules, orders, and other governmental mandates,

including, but not limited to, those pertaining to procurement, acquisition, or other contracting actions;

b. The City shall comply with generally accepted policies and procedures applicable to procurement, acquisition, or other contracting actions;

c. The City is qualified to perform the applicable Work and reserves the right to contract and/or subcontract any aspect of the project work, as deemed necessary to complete the adopted project scope and schedule;

d. The City shall perform the applicable Work within budgeted costs as identified for such Work as provided in the Funding Agreement;

d. The City shall maintain appropriate insurance against liability for injury to persons or property from any and all activities related to the Work; and

e. The City does not have any conflict of interest with respect to NFWF, the County, or the Project.

2.6 Upon completion of the Projects described herein, the City shall be responsible for the maintenance of said improvements.

2.7 Project Funding as referenced herein is solely available subject to an award from NFWF. County shall have the right to terminate this Agreement and immediately cease all payments related thereto in the event NFWF should fail to award, terminate or cancel said funding after the effective date of this agreement. Upon such occurrence, neither party shall have any responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by NFWF.

2.8 This Agreement shall become effective, after being properly executed by the Parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for filing the Agreement with the Clerk.

### **ARTICLE 3** **GENERAL PROVISIONS**

3.1 Liability and Insurance. Subject to any claim of sovereign immunity provided by Florida Statutes 768.28, each party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents acting within the course of normal duties in the performance of this Agreement. Each party shall insure its own interests either through appropriate insurance policies or through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.

3.2 Termination. The Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.

3.3 Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as



amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

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

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

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

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

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

3.9 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

**To the County:**

Jack R. Brown  
County Administrator  
Escambia County  
221 South Palafox Place  
Pensacola, Florida 32502

**To the City:**

Ashton J. Hayward, III  
Mayor  
City of Pensacola  
222 West Main Street  
Pensacola, Florida 32502

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

COUNTY:  
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: \_\_\_\_\_  
Steven Barry, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

CITY:  
The City of Pensacola, a Florida Municipal Corporation

By: \_\_\_\_\_  
Ashton J. Hayward, III, Mayor,

Date: \_\_\_\_\_

ATTEST: Ericka Burnett  
Clerk of the City of Pensacola

By: \_\_\_\_\_  
City Clerk

Legal in form and valid as drawn:

By: \_\_\_\_\_  
City Attorney

**RESOLUTION  
NO. -**

**A RESOLUTION  
TO BE ENTITLED:**

**A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**A. SPECIAL GRANTS FUND**

To:	Miscellaneous Revenue	3,045,000
To:	Capital Outlay	3,045,000

**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  
OCTOBER 2015 - SUPPLEMENTAL BUDGET RESOLUTION - BAYOU CHICO STORMWATER GRANT

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Miscellaneous Revenue	3,045,000	Appropriate estimated revenue for Miscellaneous Revenue
Total Revenues	<u>3,045,000</u>	
Appropriations		
Capital Outlay	3,045,000	Appropriate funding for Capital Outlay
Total Appropriations	<u>3,045,000</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00221

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

AIRPORT - AWARD OF BID #17-018, PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION

**RECOMMENDATION:**

That City Council award Bid # 17-018, Pensacola International Airport Fuel Farm Road Reconstruction to J. Miller Construction, Inc., the lowest and most responsible bidder in the amount of \$125,684.00 for roadway repairs as outlined in the bid specifications plus a 10% contingency of \$12,568.40 for a total amount of \$138,252.40. Further, that City Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

All aviation fuel placed in aircraft at the Pensacola International Airport is delivered to and stored in a series of aboveground tanks located in an area off Tippen Avenue. Bulk delivery trucks as well as the mobile fuel vehicles operated by Pensacola Aviation Center access the site via a secure roadway system. This road segment, constructed in 1989, has settled in numerous locations due to the weight and frequency of truck operations. The current condition of the road has begun to impact vehicle operations, and if uncorrected, could result in an interruption to fuel deliveries. At the request of Airport Staff, City Engineering reviewed the situation and developed plans and specifications for corrective work. The resultant scope of work for the fuel farm road reconstruction project was advertised under Invitation To Bid # 17-018 on February 20, 2017. A mandatory Pre-Bid Conference was held on site March 6, 2017. Sealed bids were received on March 16, 2017, and reviewed by City Engineering. Eight (8) vendors responded to the City's Invitation to Bid. J. Miller Construction, Inc. was the lowest and most responsible bidder.

**PRIOR ACTION:**

N/A

**FUNDING:**

Budget:     \$ 142,600.00

Actual:     \$ 138,252.40

**FINANCIAL IMPACT:**

Funds are available in the Airport's Capital Improvement Account.

**CITY ATTORNEY REVIEW:**   Yes

3/22/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Daniel E. Flynn, Airport Director

**ATTACHMENTS:**

- 1) Bid Tabulation - Bid # 17-018
- 2) Vendor Reference List - Bid # 17-018

**PRESENTATION:**    No

TABULATION OF BIDS

BID NO: 17-018  
TITLE: PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION

OPENING DATE: March 16, 2017 OPENING TIME: 2:30 P.M. DEPARTMENT: Engineering/Airport	J. MILLER CONSTRUCTION, INC. Pensacola, FL	BKW, INC. Pensacola, FL	PANHANDLE GRADING & PAVING, INC. Pensacola, FL	SITE & UTILITY, LLC Pensacola, FL	GULF-ATLANTIC CONSTRUCTORS, INC. Pensacola, FL	GULF COAST UTILITY CONTRACTORS Panama City, FL	MIDSOUTH PAVING, INC. Pensacola, FL	ROADS, INC. OF NWF Cantonment, FL
Base Bid	\$125,684.00	\$130,998.11	\$140,850.00	\$170,000.00	\$184,452.25	\$220,947.50	\$237,534.25	\$279,068.52
Attended Prebid	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

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Opening Date: 03/16/17

Bid No.: 17-018

**FINAL VENDOR REFERENCE LIST**  
**PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION**  
**AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	M/WBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	N
047054	AFFORDABLE CONCRETE LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32514	N
006037	AL WINGATE & COMPANY DBA/ WKG ENTERPRISES INC	10901 GULF BEACH HWY	PENSACOLA	FL	32507	N
046667	ALFRED BURGDORF LLC DBA A & B DOZING LLC	2172 W NINE MILE RD PMB 158	PENSACOLA	FL	32534	N
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	N
066983	APPLIED CONSTRUCTION MANAGEMENT	2083 DOWNING DRIVE	PENSACOLA	FL	32505	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
032537	BEULAH EXCAVATING CO	6640 FRANK REEDER ROAD	PENSACOLA	FL	32526	N
050729	BEVERWYCK SOUTH INC DBA PAUL DAVIS RESTORATION OF P'COLA-FWB	101 E BRAINERD ST STE A	PENSACOLA	FL	32501	N
038068	BIGGS GREEN CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591	N
057455	BILL FERGUSON ENTERPRISES INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
063759	BILL MCBRIDE CONSTRUCTION LLC	320 WEST LLOYD STREET	PENSACOLA	FL	32501	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	N
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534	N
026898	BONTRAGER BUILDER GROUP INC	223 W GREGORY STREET	PENSACOLA	FL	32502	N
065158	BOSS LADY CONCRETE CONSTRUCTION LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	N
042801	BOYD RENFRO LLC	38 S BLUE ANGEL PKWY #330	PENSACOLA	FL	32506	N
068970	BR BONNER'S HAULING INC	10231 WALBRIDGE STREET	PENSACOLA	FL	32514	N
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
053081	BUBBA BOX LLC	1249 SOUTH OLD CORRY FIELD RD	PENSACOLA	FL	32507	N
047830	CANTONMENT EXCAVATING LLC	130 MINTZ LANE	CANTONMENT	FL	32533	N
049315	CEDAR GROVE TRI-STATE INC	631 MILESTONE BLVD	CANTONMENT	FL	32533	N
042045	CHAUVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	N
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	N
039797	CONTAINERS INC OF NW FLORIDA CONTAINERS INC	P O BOX 6115	PENSACOLA	FL	32503	N
058961	CONTRACTOR SERVICES LLC	3044 EAST KINGSFIELD ROAD	PENSACOLA	FL	32514	N
043794	CRAFTSMAN CONCRETE CONTRACTORS	55 SOUTH B STREET	PENSACOLA	FL	32502	N
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	N
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	N
023733	D H GRIFFIN WRECKING CO INC	P O BOX 7037	PENSACOLA	FL	32534	N
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	N
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	N
057581	DB CONSTRUCTION LLC DBA GLOBAL RESTORATION SERVICES	3960 WEST NAVY BLVD SUITE 41	PENSACOLA	FL	32507	N
066984	DELTA CONTRACTORS	1238 FINLEY DRIVE	PENSACOLA	FL	32514	N
056603	DESIGN HOMEBUILDERS INC	2460 BLUFFS CIRCLE	PENSACOLA	FL	32503	N
065871	ECSC LLC	8400 LITTLE JOHN JUNCTION	NAVARRE	FL	32566	N
048528	EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	N
032820	ENVIROREM INC	1249 SOUTH OLD CORRY FIELD RD	PENSACOLA	FL	32507	N
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	N
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N



Opening Date: 03/16/17

Bid No.: 17-018

**FINAL VENDOR REFERENCE LIST**  
**PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION**  
**AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	M/WBE
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	N
053084	FOUNTAIN	2755 FENWICK ROAD	PENSACOLA	FL	32526	N
053080	FRECH CONSTRUCTION INC	PO BOX 485	GULF BREEZE	FL	32562	N
068937	G SMITH'S LAND MANAGEMENT	11809 CHANTICLEER DRIVE	PENSACOLA	FL	32507	N
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MANAGEMENT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	N
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	N
036376	GREEN, ANTHONY JR DBA GREEN'S LANDCLEARING	8804 SONNYBOY LANE	PENSACOLA	FL	32514	N
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	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
034436	GULF COAST ENVIRONMENTAL CONTRACTORS INC	1765 E NINE MILE RD ST 1, #110	PENSACOLA	FL	32514	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	N
055520	GULF COAST UTILITY CONTRACTORS	13938 HIGHWAY 77	PANAMA CITY	FL	32409	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	N
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
042677	IRBY ENGINEERING & CONSTRUCTION INC	94 E GARDEN ST	PENSACOLA	FL	32502	N
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	N
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	N
049290	JOHNSON COLEMAN DBA CJ MASONRY	3905 NORTH P STREET	PENSACOLA	FL	32505	N
053484	JOHNSON CONSTRUCTION OF PENSACOLA INC	6310 WEST FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
024819	KEENAN & SONS INC	3250 W FAIRFIELD DR	PENSACOLA	FL	32505	N
043889	KELLY, DAVID H DBA DAVE'S LAND CLEARING & DEBRIS REMOVAL	PO BOX 1221	GONZALEZ	FL	32560	N
051998	KIRKLAND, WILLIE JR DBA WILLIE KIRKLAND TRUCKING	2703 WEYLAND CIRCLE	PENSACOLA	FL	32526	N
044890	KLEPAC ENGINEERING & CONTRACTING LLC	10305 BRISTOL PARK ROAD	CANTONMENT	FL	32533	N
010677	LARRY HALL CONSTRUCTION INC	P O BOX 2408	PACE	FL	32571	N
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	N
060298	LESCO GROUP INC DBA LESCO ENVIRONMENTAL SERVICES	PO BOX 362	CANTONMENT	FL	32533	N
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	N
048941	MARK TAYLOR CONSTRUCTION LLC	1719 N 9TH AVE	PENSACOLA	FL	32503	N
047005	MATHIS CONSTRUCTION	362 GULF BREEZE PARKWAY #127	GULF BREEZE	FL	32561	N
069799	MAVERICK DEMOLITION OF NW FLORIDA INC	2355 SUMMIT BLVD	PENSACOLA	FL	32503	N
050051	MCG INC	516 E STRONG ST	PENSACOLA	FL	32501	N
057267	MCKNIGHT, CHARLES SEAN DBA SEAN MCKNIGHT & SONS PROFESSIONAL SERVICES LLC	4200 LANGLEY AVENUE	PENSACOLA	FL	32504	N
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	N
053467	MIDSOUTH PAVING INC	PO BOX 198495	ATLANTA	GA	30384	N
031023	MILLIGAN FORD UNLIMITED INC	3160 TUNNEL ROAD	PACE	FL	32571	N
045203	MOORE, STEVEN T DBA MC GROUP LLC	605-A EAST GOVERNMENT STREET	PENSACOLA	FL	32502	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N

Opening Date: 03/16/17

Bid No.: 17-018

**FINAL VENDOR REFERENCE LIST**  
**PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION**  
**AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	M/WBE
066985	NORTH STAR DEMO & REMEDIATION LP	450 VAN PELT LANE	PENSACOLA	FL	32505	N
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505	N
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	N
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	N
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	N
052914	PAPA'S TRUCK LLC	3233 ELCANO LANE	CANTONMENT	FL	32533	N
049009	PARRIS CONSTRUCTION CO LLC	10 EAST FAIRFIELD DRIVE STE C	PENSACOLA	FL	32503	N
058953	PARSCO LLC	714 NORTH DEVILLIERS STREET	PENSACOLA	FL	32501	N
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 13712	PENSACOLA	FL	32574	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
033922	PHILLIPS & JORDAN	41 N JEFFERSON STE 401	PENSACOLA	FL	32502	N
027684	PHOENIX CONSTRUCTION SERVICES	1805 TENNESSEE AVE	LYNN HAVEN	FL	32444	N
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	N
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563	Y
068488	PRO CONSTRUCTION LLC DBA COMPLETE DK1	511 WYNNEHURST STREET	PENSACOLA	FL	32503	N
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y
045636	PURIFOY CONSTRUCTION LLC	1425 MUSCOGEE ROAD	CANTONMENT	FL	32533	N
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
039087	QUALITY SYSTEMS INSTALLATION INC	102 EAST ROBERTS RD	PENSACOLA	FL	32534	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N
056449	ROBERSON, ROBERT DBA R2R ENTERPRISES LLC	8290 SEDGEFIELD DRIVE	PENSACOLA	FL	32507	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
057937	ROPER & ROPER GENERAL CONTRACTORS LLC	5042 SKYLARK COURT	PENSACOLA	FL	32505	N
046042	ROYALTY LLC DBA ROYALTY MANAGEMENT LLC	1765 E NINE MILE ROAD #1-104	PENSACOLA	FL	32514	N
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	N
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	N
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	N
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
035108	SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA STREET	PENSACOLA	FL	32502	N
068159	SOUTHERN DRILL SUPPLY INC	1822 BLACKBIRD LANE	PENSACOLA	FL	32534	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
053083	SOUTHLAND	2621 LONGLEAF	PENSACOLA	FL	32526	N
054175	SUPERIOR WASTE & LANDCLEARING LLC	8804 SONNYBOY LANE	PENSACOLA	FL	32514	N
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	N
052830	TACOMA CONSTRUCTION LLC DBA TARTAN CONSTRUCTION	4051 FLORIDATOWN RD	PACE	FL	32571	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE	213 E YONGE ST	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
041498	TOTAL RESPONSE SYSTEMS	4400 BAYOU BLVD STE 25D	PENSACOLA	FL	32503	N
024977	TRAMMELL CONSTRUCTION CO INC	9425 WANDA DR	PENSACOLA	FL	32514	N
051465	TROY TEMPLEMAN DBA GULF STATES ENTERPRISES INC	2140 JARROD DRIVE	CANTONMENT	FL	32533	N

Opening Date: 03/16/17

Bid No.: 17-018

**FINAL VENDOR REFERENCE LIST  
PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION  
AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	M/WBE
058764	URBAN INFILL CORPORATION	P O BOX 4387	PENSACOLA	FL	32507	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
039962	VDB VISION CONSULTANTS	140 REDBREAST LANE	PENSACOLA	FL	32503	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
047084	WADDELL HOMES INC	5876 NORTH BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
032732	WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N
041432	WATERS GENERAL CONTRACTORS INC	10070 SCENIC HWY	PENSACOLA	FL	32514	N
051237	WATSON, ALFRED D DBA ALFRED WATSON CONSTRUCTION LLC	4007 NORTH "W" STREET	PENSACOLA	FL	32505	Y
051855	WHITE CONSTRUCTION & RENOVATION INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	N
045140	WIT CONSTRUCTION SERVICES LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534	N
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 154



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00208

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

APPOINTMENT TO THE FIREFIGHTERS' RELIEF AND PENSION FUND BOARD OF TRUSTEES

**RECOMMENDATION:**

That City Council ratify the appointment of Jerri Barnes as the fifth member trustee of the Firefighters' Relief and Pension Fund.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

At the meeting on February 8, 2017, the Firefighters' Relief and Pension Fund Board of Trustees elected Jerri Barnes the fifth member of the Board. Her term is for two years and will expire December 31, 2018.

**PRIOR ACTION:**

July 17, 2015 - City Council ratified Ms. Barnes' original appointment.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

3/13/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00247

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Brian Spencer

**SUBJECT:**

APPOINTMENT - PARKS AND RECREATION BOARD

**RECOMMENDATION:**

That City Council appoint one (1) individual to serve on the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2020.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Parks and Recreation Board shall advise and make recommendations to the City Council and shall advise the Mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks within the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities. Members of this board are not required to be residents of the City.

The following individual has been nominated:

**Nominee:**

Barrett Breedlove

**Nominated by:**

Johnson

**PRIOR ACTION:**

City Council appoints members to the Parks and Recreation Board on a biennial basis.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

N/A

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**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Nomination Form - Barrett Breedlove
- 2) Application of Interest - Barrett Breedlove
- 3) Resume - Barrett Breedlove

**PRESENTATION:** No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Larry B. Johnson, do nominate Barrett Breedlove  
(Nominee)

871 Woodbine Drive 32503 903 521-3231  
(Home Address) (Phone)

3008 FL Highway 95-A 32534  
(Business Address) (Phone)

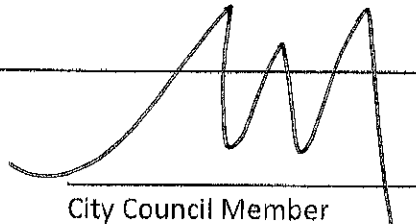
barretto@breedloves.com City Resident: YES NO  
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**MEMBER  
PARKS & RECREATION BOARD**

Provide a brief description of nominee's qualifications:

Interested in serving on Parks & Recreation Bd.

  
\_\_\_\_\_  
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



**Trudi Nichols**

---

**From:** noreply@civicplus.com  
**Sent:** Friday, March 24, 2017 10:56 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](http://cityofpensacola.com/council) for Council Member contact information. If you have any questions, contact the City Clerk's Office.*

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(Section Break)

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### Personal Information

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Name	Barrett Breedlove
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Home Address	871 Woodbine Dr
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Business Address	<i>Field not completed.</i>
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To which address do you prefer we send correspondence regarding this application?	Home
---	------

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Preferred Contact Phone Number(s)	9035213231
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Email Address	<a href="mailto:barrett@breedloves.com">barrett@breedloves.com</a>
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Upload Resume (optional)	<a href="#">Breedlove_1.pdf</a>
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(Section Break)

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## Details

Are you a City resident?	Yes
If yes, which district?	4
If yes, how long have you been a City resident?	4 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks and Recreation
Please list the reasons for your interest in this position:	After years of service to the country, I have for some time now had a growing interest in serving the local community. A vibrant and vital community of parks available for the purposes of outdoor family recreation as well as for the encouragement of participation in physical fitness positively affects the morale and welfare of the community in which it resides. As a husband, a father of two young active girls, a member of the Marine Corps Reserves and 3-time Double Bridge completer, a well-groomed and functional park system contributes greatly to public benefit and the encouragement of its utilization.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

## Diversity

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

Gender	Male
--------	------

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

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

**BARRETT C. BREEDLOVE**  
903.521.3231 | BARRETT@BREEDLOVES.COM

---

U.S. Marine Corps Officer and accomplished helicopter pilot with experience in advanced training, logistics, and project management. Proven ability to leverage strong interpersonal skills and relationship building to improve processes multi-laterally. A self-starter, sustaining tactical and technical proficiency in fast-paced environments; well-rounded and respected leader with experience presenting to senior leadership and motivating teams to meet organizational goals in a timely and efficient manner.

---

**KEY QUALIFICATIONS**

- Over 10 years experience as team lead in small to medium cross-divisional projects.
- Management experience with budgets of \$5,000/month and \$250,000 in assets.
- Extensive MS Office Suite experience (Word, Excel, Outlook, Power Point)
- Dept of Defense Secret Security Clearance

**PROFESSIONAL EXPERIENCE**

**U.S. NAVY FLIGHT SCHOOL INSTRUCTOR**

**MAY 2013-PRESENT**

**TRAINING STANDARDIZATION, PROGRAM DIRECTOR**

- Maintained, managed, and improved standard operating procedures for Formation and Search/Rescue phases to ensure standardized training methods for over 250 students and 55 instructors alike
- Led detailed reviews of curricula including computer-based courseware, testing material, and implementation of concepts in real-time dynamic environments; acted as lead presenter of academic courseware to average class size of 20 student aviators across Coast Guard, Navy, Marine Corps, and international alliances
- Hands-on mentor to 13 Naval Aviation flight students, providing weekly mentorship throughout training program.

**STUDENT CONTROL, PROGRAM DIRECTOR**

- Acted as Command's sole representative to focus supervisory attention and facilitate in-depth mentorship to 35 students with specific training deficiencies; applied problem solving to achieve results-oriented solutions on daily basis

**U.S. MARINE CORPS TACTICAL SQUADRON PILOT**

**MARCH 2009-MAY 2013**

**CURRENT AND FUTURE OPERATIONS ROTARY WING PLANNER**

- Coordinated and liaised for current and future Wing level exercises and contingencies. Sourced 375 air support requests for 12 live fire exercises to enhance training readiness and air to ground task force integration
- Represented seven Marine helicopter squadrons spanning eight monthly fragmentary tasking conferences
- Advised senior level leadership with current and future readiness capabilities for exercises
- Coordinated rapid response for support and relief effort in response to Hurricane Sandy

**QUALITY ASSURANCE DIVISION HEAD**

- Lead, trained, and supervised six technical experts and two librarians, ensuring quality and standardization of maintenance procedures and practices IAW numerous technical directives
- Revised, reinstated, and supervised squadron's Pilot Monthly Inspection program, to include development of Functional Check Pilot (FCP) cadre in support of the Maintenance Department. Oversaw qualification of four new FCPs

**LOGISTICS AND EMBARKATION OFFICER**

- Forecasted resources and led teams of up to 15 people to support a unit of over 110 personnel by providing supplies, transportation, and housing for missions up to seven months
- Accountable for \$250,000 in equipment and forecasted unit requirements for multiple training exercises and follow-on deployments conducted in multiple countries
- Identified and reconciled shortfalls in living conditions of unit's service members, allowing for improved quality of life for over 100 personnel; implemented inspection system to prolong improved quality of life and unit morale

**TRAINING AND EDUCATION**

- B.S. in Agricultural Economics, Texas A&M University, 2005
- Marine Corps Officer training / U.S. Naval Aviation Flight School 2006-2009
- Expeditionary Warfare School graduate
- Aviation Maintenance Management Course graduate
- Deloitte CORE Leadership Program, February 2016



## Memorandum

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**File #:** 11-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PROPOSED ORDINANCE NO. 11-17 - AMENDMENT TO SECTION 4-3-97, PROVIDING SANITATION COLLECTION FEE AND CREATING A SANITATION EQUIPMENT SURCHARGE.

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 11-17 on first reading.

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION FEES; PROVIDING FOR SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola recently contracted SCS Engineers to conduct a sanitation rate study to determine whether the cost of providing sanitation services is in balance with the rates currently being charged for performing those services. As a result of the study, a recommendation is made to City Council that the collection fees be adjusted and that a sanitation equipment surcharge be implemented which, like the collection fees, would be adjusted annually based on changes in the Consumer Price Index (CPI).

SCS Engineers was first retained in 2007 to perform a solid waste analysis and rate study. At that time the sanitation rate was \$19.85 per month, a level where it had been since 2000. The final report by SCS included a recommendation that Council set the monthly rate at \$28.16 and implement a fuel surcharge to capture the actual cost of fuel based on usage. There was also a recommendation to adjust the rate annually according to changes in the CPI. The 2007 SCS study provided a list of cost savings options that required system changes to help control future rate increases and the majority of those options have been addressed. However, the option of creating a dedicated funding source for the replacement of sanitation vehicles was not possible with the \$22.20 Sanitation Rate that was adopted by Council in 2007.

Since the 2007 rate study the sanitation rate has been increased once, in FY 2012, to \$22.80 per month (a 2.7% increase). However, by FY 2017 the CPI increased by 15.1% during that time period, as indicated in the chart

below. Had the initial sanitation rate kept pace with the CPI, as provided for in the ordinance, that rate would now be \$25.77 per month and the additional revenues would have totaled approximately \$3,936,000. If the CPI adjustment been implemented each year, as provided for in the ordinance, the additional revenue due to the CPI adjustments would have provided for a more timely replacement of sanitation fleet vehicles.

## Sanitation Rate History

Fiscal Year	Actual Monthly Rate	CPI Increase or Decrease	Sanitation Rate If CPI Were Applied
2008	\$22.20		
2009	\$22.20	4.00%	\$23.09
2010	\$22.20	-0.40%	\$23.00
2011	\$22.20	2.30%	\$23.53
2012	\$22.80	2.70%	\$24.17
2013	\$22.80	2.70%	\$24.82
2014	\$22.80	1.50%	\$25.19
2015	\$22.80	1.50%	\$25.57
2016	\$22.80	-0.10%	\$25.54
2017	\$22.80	0.90%	\$25.77

In 2016 it became apparent that the current \$22.80 Sanitation Rate was not adequate to fully fund the collection system operation and provide funding for fleet replacement. Therefore, the City again contracted with SCS Engineers to perform a rate study as an update to the 2007 study. The latest SCS Engineers rate study recommends a \$1.26 increase in the Sanitation Rate for operational funding and the establishment of a Sanitation Equipment Surcharge of \$2.17 to fund sanitation fleet replacement. Over a ten year period, the equipment surcharge would fund the replacement of sanitation equipment valued at \$4,996,393. This surcharge would provide for timely sanitation fleet replacement and would help reduce, or at least stabilize, escalating maintenance costs associated with the current fleet of collection equipment.

The recommendation before City Council would set the Sanitation Rate at \$24.06 and implement a \$1.00 per month Sanitation Equipment Surcharge followed by an increase in that surcharge to \$2.00 the following year. Adjustments would be made annually based on changes in the CPI. The funds generated by the equipment surcharge would be placed into a restricted account for the purpose of purchasing sanitation vehicles and equipment.

Lastly, it is important to note that the City frequently utilizes its fleet of yard trash collection trucks and the supporting fleet of transfer station tractor/trailers in response to major and minor natural disasters. This equipment is used to provide timely response to these situations which are generally not related to normal sanitation collection activity but are extraordinary in nature. Such is the case of the recent floods and tornado cleanups. Since this equipment is used for the betterment of the entire community, perhaps there is a way to fully fund the purchase of the Yard Trash and Transfer Station equipment through Local Option Sales Tax (LOST) funds. The ten year projected cost of replacing the Yard Trash trucks is \$1,175,705 and the Transfer Station equipment is \$770,371, or a total of \$1,946,076 combined. These fleet replacements represent

approximately \$0.85 of the \$2.17 needed to fully fund the equipment replacement. Fully funding the Yard Trash and Transfer Station fleet through LOST funds would allow the Sanitation Equipment Surcharge to be set at \$1.32 per month to fund replacement of the remainder of the Sanitation fleet.

**PRIOR ACTION:**

March 22, 2007 - City Council adopted Ordinance #14-07 adjusting the sanitation rate to \$22.20 based on the rate study.

September 22, 2011 - City council adopted Ordinance #22-11 adjusting the sanitation rate to \$22.80 based on the change in the Consumer Price Index (CPI).

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Approval of the proposed ordinance would set the sanitation rate at \$24.06 per month, a \$1.26 per month increase, and would implement a \$1.00 per month sanitation equipment surcharge effective June 1, 2017, upon adoption on second reading. The increase in the sanitation rate would generate approximately \$289,000 annually in additional operating revenue and the sanitation equipment surcharge would generate approximately \$229,500 annually for capital equipment expenditures. Additionally, approval of the proposed ordinance would increase the sanitation equipment surcharge by an additional \$1.00 per month on October 1, 2018 which would increase the annual revenue generated by the sanitation equipment surcharge to approximately \$459,000 annually.

**CITY ATTORNEY REVIEW:** Yes

3/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Jerry Moore, Sanitation Services and Fleet Management Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 11-17
- 2) Sanitation Rate Study Report

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 11-17

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

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES; PROVIDING FOR SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-3-97 of the Code of the City of Pensacola, Florida, is hereby amended to read:

Sec. 4-3-97. Fees and surcharges.

The following fees are hereby established for recycling, solid waste or refuse collection services by the city as may be amended from time to time by resolution of the city council:

- (1) *New accounts, transferred accounts, and resumption of terminated service:* Twenty dollars (\$20.00).
- (2) *Garbage, recycling and trash collection fee, per month:* ~~Twenty-two~~ Twenty four dollars and ~~eighty six cents (\$22.80)~~ (\$24.06). This fee shall be initially set on June 1, 2017 and shall be automatically adjusted October 1, 2018, and each October 1 thereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.
- (3) Provided, however, the monthly fee for garbage, recycling and trash collection for the dwelling of an eligible household, occupied by a person sixty-five (65) years of age or older, under the low-income home energy assistance program pursuant to F.S. § 409.508, 1993, as administered by the Escambia County Council on Aging or for the dwelling of a family heretofore determined by the housing and community development office of the city to be eligible for assistance under the Section 8 existing housing assistance payments program pursuant to 42 U.S.C., section 1437(f), shall be reduced by one dollar (\$1.00) per month commencing October 1, 1989, and by an additional one dollar (\$1.00) per month commencing October 1, 1990, provided that sufficient monies are appropriated from the general fund to replace decreased solid waste revenues caused by such fee reductions. If insufficient monies are appropriated from the general fund to replace all of such decreased solid waste revenues, then the mayor may change the amount of the fee reduction to an amount less than the amount set forth in the preceding.
- (4) *Sanitation equipment surcharge:* One dollar (\$1.00) per month. A sanitation equipment surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, shall be initially set on June 1, 2017 and shall be automatically increased to two dollars (\$2.00) per month on October 1, 2018. This surcharge shall be automatically adjusted October 1, 2019, and each October 1 thereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.



- ~~(4)~~ (5) *Vehicle fuel and lubricant pass-through surcharge:* One dollar and thirty cents (\$1.30) per month. A sanitation services division vehicle fuel and lubricant surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, which shall be initially set on the fiscal year 2007 sanitation services fuel and lubricant budget, shall be revised by the director of finance no less frequently than annually based upon the budgeted fuel and lubricant costs adjusted for their actual costs for the previous or current fiscal years.
- ~~(5)~~ (6) *Tire removal:* A surcharge of three dollars (\$3.00) per tire shall be added to the scheduled or nonscheduled bulk waste collection fee established herein whenever tire(s) more than twelve (12) inches in size are collected.
- ~~(6)~~ (7) *Scheduled bulk waste collection:* The fee for scheduled bulk item collection shall be fifteen dollars (\$15.00) for the first three (3) minutes and five dollars (\$5.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- ~~(7)~~ (8) *Non-scheduled bulk waste collection:* The fee for nonscheduled bulk item collection shall be thirty-five dollars (\$35.00) for the first three (3) minutes and ten dollars (\$10.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- ~~(8)~~ (9) Deposits in an amount up to a total of the highest two (2) months bills for service within the previous twelve (12) months may be required of customers who, after the passage of this section, have their service cut for nonpayment or have a late payment history. The department of finance will be responsible for the judicious administration of deposits.
- ~~(9)~~ (10) A late charge equal to one and one-half (1½) percent per month of the unpaid previous balance.

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

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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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



## FINAL REPORT

### Updated Sanitation Rate Study

Presented to:

City of Pensacola, Florida



100 West Leonard Street  
Pensacola, Florida 32501  
(850) 435-1894

Presented by:

#### **SCS ENGINEERS**

4041 Park Oaks Blvd #100,  
Tampa, Florida 33610  
(813) 621-0080

March 1, 2017  
File No. 09216077.00

## FINAL REPORT

# Updated Sanitation Rate Study

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## Appendices

- A Pro Forma Model Schedules (DVD in folder)

## 1.0 EXECUTIVE SUMMARY

### 1.1 INTRODUCTION

In May 2016, the City of Pensacola, Florida (City) retained SCS Engineers (SCS) to conduct an updated solid waste cost of services and rate study. Based on data and information provided by City staff, a pro forma rate model (Model) was developed, which enabled SCS to make projections of financial performance of solid waste collection and disposal for the upcoming five-year, planning period (FY 2017-2022) and model different possible rate structures. This report provides a discussion of the methodology used to conduct the analysis, the revenue requirements of the City's solid waste program as determined by the analysis, and proposed fees and charges to be considered by the City of Pensacola City Council.

In 2007, SCS was engaged by the City to evaluate the City's solid waste operations and make recommendations on cost savings and revenue enhancement opportunities. SCS also completed a comprehensive financial rate analysis for solid waste operations. Based on data and information provided by City staff, a rate model was developed, which enabled SCS to make projections of financial performance of refuse collection and transfer operations for the upcoming five-year planning period (2007-2011) and model various user rate structures.

Based on our review and analysis, SCS made the following major recommendations in the 2007 rate study:

- That the City's Sanitation Services continue to remain as an enterprise fund.
- That the City's customer bills reflect an automatic annual CPI adjustment to the rate beginning in FY08.
- That the City should increase fees billed to property owners or occupant for bulk waste collection.
- A surcharge should be added for bulk waste collection of tires.
- That the City's customer billing rates include a provision for a fuel adjustment quarterly, based on the Retail Diesel On-Highway Fuel Price Index published by the U.S. Department of Energy, and provide for a line item to reflect such cost on the customer's monthly bill.
- That the City's customer billing rates should include an annual disposal cost adjustment, based on actual City costs for these services.
- City staff should conduct further research into the feasibility of converting yard trash and bulk waste collection to a single person crew operation.
- That the City should create an Equipment Reserve Fund (sinking fund) for funding of future Sanitation equipment replacement costs.

The City provides a variety of sanitation core services including once a week, automated collection of single-family homes (18,480 customers) and 640 commercial businesses. These accounts are serviced using City-provided rolling carts. In addition, residential customers are provided once a week, single-stream recycling, yard waste and bulk waste collection. Other important services provided include the following: container maintenance, Mayor's neighborhood cleanups, event recycling, and storm cleanup and management.

Current monthly charges (residential and commercial) include the following:

- Container charges - \$18.36
- Disposal charges - \$4.44
- Fuel surcharge - \$0.90

## 1.2 RATE SCENARIOS

SCS developed the following rate scenario options for consideration by the City Council:

- **Option 1, "Status Quo"** – This option assumes that the estimated deficits in projected annual operating revenues would be met by raising customer rates on an annual basis or transfers from the City's General Fund.
- **Option 2, "Annual CPI Increases in Monthly Sanitation Rate"** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees. The Department would continue to assess individual monthly charges for fuel and landfill services.
- **Option 3, "Increase Sanitation Rate by \$1.26 to Account for Increases in Annual Operating Costs and for Changes in the Cost of Recycling Processing"** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees as in Option 2 and accounts for the continuation of recycling processing fees which began in 2016.
- **Option 4, "Implement a Long-Term Funding Program for Fleet Replacement"** – This option assumes establishing a Sanitation Equipment Surcharge of \$2.17 per month to establish a Sanitation Equipment Fund under the Sanitation Fund. In order to achieve full funding of equipment needs, this surcharge could initially set at \$1.00 per month and increased by \$1.17 per month for the following year. Alternatively, the City could use its LOST Fund for a portion of the needed vehicle replacement cost for yard and transfer station vehicles and set the surcharge at \$1.32 per month.

## 1.3 RECOMMENDATIONS

SCS makes the following recommendations:

- Establish a rate of \$24.06 per month for residential and commercial customers.

- Increase these rates annually based on a CPI adjustment.
- Implement a long-term funding program, as described in the report, for fleet replacement.

## 2.0 INTRODUCTION

In May 2016, the City of Pensacola, Florida (City) retained SCS Engineers (SCS) to conduct an updated solid waste cost of services and rate study. Based on data and information provided by City staff, a pro forma rate model (Model) was developed, which enabled SCS to make projections of financial performance of solid waste collection and disposal for the upcoming five-year, planning period (FY 2017-2022) and model different possible rate structures. This report provides a discussion of the methodology used to conduct the analysis, the revenue requirements of the City's solid waste program as determined by the analysis, and proposed fees and charges to be considered by the City of Pensacola City Council.

### 2.1 SCOPE OF SERVICES

SCS completed the following tasks as noted in the paragraphs below to help update the study and the Pro Forma Model.

**Task 1 – Kick-off Meeting.** SCS kicked off the project with a face-to-face meeting after award of this project. To help us frame the scope of this project, SCS requested background information and review reports, data, and any other related information relevant to solid waste operations since 2007 prior to the meeting.

**Task 2 – Gather and Analyze Historical Information.** An important aspect of predicting future revenues and expenditures is to understand the past operating performance since the last rate study. SCS gathered pertinent demographic data, solid waste generation statistics, and financial data on the City's solid waste collection, disposal, recycling, yard waste, bulky waste, household hazardous waste, and administration costs. These data were organized into a Pro Forma Model, which enabled SCS to provide the City with an analysis of the rate impacts of system changes.

**Task 3 – Project Revenue Requirements.** SCS evaluated the "revenue requirement" to support the City's solid waste operations on a yearly basis. The "revenue requirement" is the total amount of money the City must collect to pay solid waste system expenditures needed to provide its targeted levels of service while meeting its financial requirements. The revenue requirement includes long-term capital expenditures that are paid out of current rates and not paid by existing and proposed bonds for new capital projects. The revenue requirement at the time of ratemaking were be estimated by annualizing the fiscal year-to-date cash expenditures. Additionally, adjustments were made by SCS for any significant non-recurring expenditures (e.g., one-time payments at the end of the fiscal year). Revenue requirements for future years were projected by applying anticipated changes in the expenditures to the current revenue requirement. These changes may include such items as: inflation, increases in worker' wages, fuel adjustments, increased disposal costs, stricter requirements from regulating agencies, and leachate treatment adjustments. They may also include expected costs for new projects and new programs. We reviewed proposed expansion costs for accuracy and omissions. In addition to projected cash expenditures, any adjustments will be made to account for required increases, if any, in the fund balance or City's financial policies.



**Task 4 – Design New Rates for Each Customer Group.** SCS finalized the revised Pro Forma Model to enable development of rate designs. SCS worked with the City to utilize the Pro Forma Model, which will be constructed specifically for this project, to construct a series of sensitivity analyses (scenarios) to evaluate the rate impact of various critical parameters such as changes to the consumer price index (CPI), fuel costs, capital purchase, cash versus debt financing, fund balance and emergency cash reserves, and alternative levels of services.

**Task 5 – Final Report and Presentations Draft Review.** SCS prepared this Draft Report of the conceptual design of the system rate study and issued it to the City for review and comment. Based on comments received, we then modified the Draft Rate Study Report and issued a Final Report. SCS then prepared a PowerPoint slide presentation, which summarized the findings and recommendations of the Final Report.

## 2.2 DATA COLLECTION AND REVIEW

SCS submitted detailed data and information requests to the City to collect historical and background information on operations and practices. This included:

- Detailed financial reports and budgets
- Solid waste and financial policies
- Waste flow projections
- Estimates of future recycling and disposal programs/facilities
- Personnel rosters and organizational charts
- Capital improvement plans
- Vehicle maintenance plans and anticipated costs
- Solid waste and Interlocal agreements

## 2.3 STAFF COMMUNICATIONS

SCS held an initial kick off meeting to initiate the Study, which provided a forum to confirm the scope of services, discuss data needs, and identify key issues for City staff. During the course of the Study, SCS conducted a series of conference calls and face-to-face meetings with City staff managing different facets of the overall Program. These conference calls, meetings, and frequent emails gave SCS an opportunity to review Study progress, verify overall assumptions, and receive useful input from City staff.

## 2.4 REPORT ORGANIZATION

This report is organized in four sections, plus an Executive Summary and Appendix.

The report sections are listed below:

- Section 1 – Executive Summary.
- Section 2 – Introduction.
- Section 3 – Changes to the City’s Sanitation System.
- Section 4 – Pro Forma Model.

- Section 5 – References
- Appendix – Schedules.

## 3.0 CHANGES TO THE CITY'S SANITATION SYSTEM

### 3.1 2007 RATE STUDY

In 2007, SCS was engaged by the City to evaluate the City's solid waste operations and make recommendations on cost savings and revenue enhancement opportunities. SCS also completed a comprehensive financial rate analysis for solid waste operations. Based on data and information provided by City staff, a rate model was developed, which enabled SCS to make projections of financial performance of refuse collection and transfer operations for the upcoming five-year planning period (2007-2011) and model various user rate structures.

Based on our review and analysis, SCS made the following major recommendations:

- That the City's Sanitation Services continue to remain as an enterprise fund.
- That the City's customer bills reflect an automatic annual CPI adjustment to the rate beginning in FY08.
- That the City should increase fees billed to property owners or occupant for bulk waste collection.
- A surcharge should be added for bulk waste collection of tires.
- That the City's customer billing rates include a provision for a fuel adjustment quarterly, based on the Retail Diesel On-Highway Fuel Price Index published by the U.S. Department of Energy, and provide for a line item to reflect such cost on the customer's monthly bill.
- That the City's customer billing rates should include an annual disposal cost adjustment, based on actual City costs for these services.
- City staff should conduct further research into the feasibility of converting yard trash and bulk waste collection to a single person crew operation.
- That the City should create an Equipment Reserve Fund (sinking fund) for funding of future Sanitation equipment replacement costs.

### 3.2 CURRENT SERVICES

The City provides a variety of sanitation core services (Exhibit 1) including once a week, automated collection of single-family homes (18,480 customers) and 640 commercial businesses. These accounts are serviced using City-provided rolling carts. In addition, residential customers are provided once a week, single-stream recycling, yard waste and bulk waste collection. Other important services provided include the following: container maintenance, Mayor's neighborhood cleanups, event recycling sponsorship, and storm cleanup and management.

## Exhibit 1. Core Services Provided By Sanitation Services

### Core services provided



Garbage Collection



Recycling Collection



Yard Trash Collection



Transfer Station

### Other services provided



Container Maintenance



Mayor's Neighborhood Cleanups



Event Recycling



Storm Cleanup & Management



Exhibit 2 graphically illustrates current sanitation staffing by program area. Current monthly charges (residential and commercial) include the following:

- Container charges - \$18.36
- Disposal charges - \$4.44
- Fuel surcharge - \$0.90

## Exhibit 2. Current Sanitation Staffing



### 3.3 COST SAVINGS AND EFFICIENCIES

In helping ensure regulatory compliance and value to the City's ratepayers, the Division has implemented a number of cost saving programs recommended as part of the 2007 Rate Study. These are briefly discussed in the paragraphs that follow below.

- Reduced personnel costs by implementing MSW collection to once a week.
- Signed Interlocal Agreement with Escambia County - This agreement requires the City to provide 10 neighborhood cleanups in return for free disposal for yard trash. This equates to an annual savings to the City of \$350,000 per year.
- Compressed Natural Gas (CNG) Collection Vehicles – The City has been purchasing CNG vehicles for its collection fleet to take advantage of the fuel savings associated with natural gas. These vehicles are also expected to reduce the City's greenhouse gas emissions and carbon footprint.
- Recycling Savings and Rate Increases – The City transports city-collected recyclables to Tarpon Paper at a reduced tipping fee (when compared to the Perdido Landfill). When the City's recycled yard trash volume is considered, the city's recycling rate is approximately 46 percent.

The Emerald Utility Authority (ECUA) recently constructed and began operating a materials recovery facility (MRF) located at the County’s Perdido Landfill. It was anticipated that this facility would enable more cost-effective recycling processing alternatives for residents of Escambia and neighboring communities. However, city staff was unable to reach an equitable agreement with ECUA on the contract and the City continues to use Tarpon Paper for recycling processing.

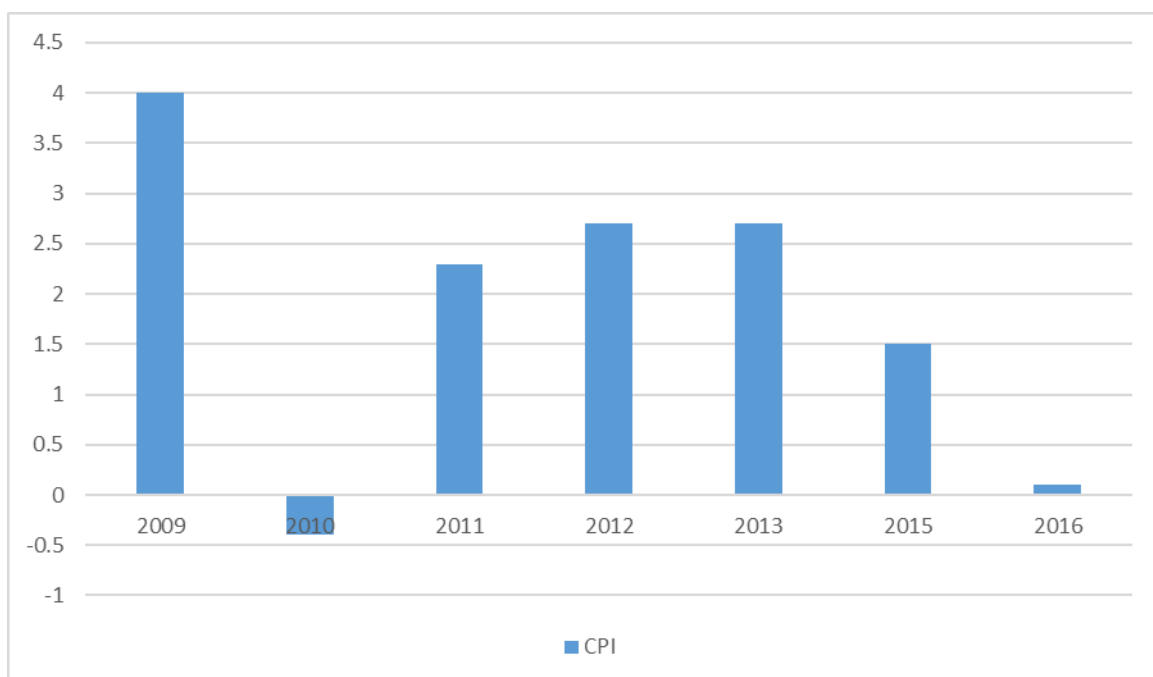
### 3.4 CUSTOMER SATISFACTION SURVEY

In January 2016, the Haas Center for Business Research and Economic Development (Haas Center) was commissioned by the City to conduct a customer satisfaction survey with a variety of City-provided services. The report provided by the Haas Center provides details about residents’ attitudes and opinions regarding their satisfaction with City services, as well as their perception of other elements of life within City limits. Overall, 84 percent of residents were either satisfied (41 percent) or very satisfied (43 percent) with their recycling, garbage, and yard waste services. Moreover, six of the seven City districts had less than 10 percent of their residents reply that they were either dissatisfied or very dissatisfied with Sanitation Services.

### 3.5 ANNUAL RATE ADJUSTMENTS

The rate ordinance, which was established as part of the SCS rate study in 2007, provides for the monthly garbage collection fee to be automatically adjusted, based upon the percentage difference in the most recent annual Consumer Price Index (CPI). Exhibit 1 shows CPI increases from 2009 to 2016. Since the effective date of the ordinance (October 1, 2008), however, the City Council has only raised sanitation rates only once (Fiscal Year 2012).

**Exhibit 3. CPI Rates (%) 2009 - 2016**



The rate ordinance established in 2007 also established a vehicle fuel and lubricant pass-through surcharge, which is added as a separate line item to monthly bills issued to sanitation customers. The surcharge is reviewed monthly and has been increased and decreased as necessary. Currently, the surcharge is set at \$0.90 and is reflective of the current price of fuel used in the city's Sanitation Services operation.

## 4.0 PRO FORMA MODEL

### 4.1 DATA COLLECTION

At the beginning of SCS's engagement, City staff provided background data and information concerning residential collection revenues and operating expenses. This included the following critical information:

- Staffing and organizational charts.
- Wages and benefit rates.
- Rate schedules.
- Loans.
- Fund account summaries (totals and comparisons).
- Past and current operating budgets by cost centers.
- Equipment replacement and maintenance schedules.
- Waste and recyclables deliveries to Escambia County and Tarpon Paper.
- Fleet replacement plan.
- Ordinances.
- Administrative costs.

### 4.2 RATE MODEL

At the outset of the work effort, SCS developed an updated Microsoft Excel™ spreadsheet-based, pro-forma model (Model) to assist in the completion of the rate analysis. This model includes the following facets:

- An analysis of operational expenditures (personnel, contract and purchased services, materials and supplies, transfers).
- Analysis of capital outlays (equipment replacement and capital projects).
- Revenue sufficiency analysis (annual revenue projections and rate plan to provide sufficient revenues).
- Funds analysis (reserve requirements, transfers to general fund, administrative costs, beginning and ending fund balances). Based on data and information provided by the City, these individual spreadsheets were linked to develop an overall model to conduct the rate and assessment analysis.

### 4.3 METHODOLOGY OVERVIEW

The following methodology was utilized by SCS to conduct the cost of service analysis:



- **Collect Historical Actual Expenses and Revenues for the City System** – The first task was to gather available historical actual revenue and cost data from 2008 and include these into a financial database.
- **Develop of the “Test Year”** - The second task was the development of an annual revenue requirement for a “Test Year”. The revenue requirement represents the total revenue for the System to recover during a year to fund all sanitation costs. SCS worked with City staff to select a period that reflected a typical year for the System. Actual expenses for FY 15/16 were used as the basis of the Test Year for the Study. SCS then worked with City staff to make these costs more representative of anticipated conditions during the upcoming five-year financial planning horizon. The resulting Test Year was used as the basis for forecasting expenses for the five-year forecast (FY 16/17 to FY 21/22).
- **Develop of a Revenue Requirement Projection** – After developing the revenue requirement for the Test Year, SCS worked with City staff to project changes in anticipated costs due to inflation, labor increases, facility and vehicle maintenance, planning costs, etc. This resulted in a five-year revenue requirement forecast for the entire system including collection, recycling, and disposal of solid waste.
- **Revenue Offsets** – SCS worked with City staff to develop estimates of other revenues such as bulk item collection charges, business refuse container charges, new accounts/transfer fees, fuel surcharge, County landfill fees, interest income, rebates, sale of assets, and miscellaneous.
- **Determination of the Number of Customer Units** – SCS worked with City staff to develop reasonable estimates of future number of customers over the next five-year period (assumed to be 18,460 residential and 640 commercial customers).
- **Calculation of the Monthly Customer Service Fee** – SCS then distributed the revenue needs across the proper billing units to estimate the cost of service.

#### 4.4 DEVELOPMENT OF THE REVENUE REQUIREMENT PROJECTION

In addition to developing the Test Year revenue requirements, SCS forecasted the annual revenue requirement for FY 16/17 to FY 21/22. In order to develop the forecast, SCS projected how costs would change over the forecast period due to factors such as inflation, solid waste and customer growth. The assumptions used to develop the forecast include the following annual increases:

- CPI - 2.1 percent (12-year average 2004-2015, U.S. Department of Labor).
- Solid waste and recyclables growth – 0 percent.
- Customer growth – 0 percent.

The Department manages the following cost centers to support solid waste operations:

- Residential Garbage Collection – Cost Center 0507010.
- Recycling Collection – Cost Center 0507015.
- Transfer Station – Cost Center 0507030.
- Yard Waste Collection – Cost Center 0507050.

Exhibit 4 identifies the revenue needs for the Department for FY 16/17 to FY 21/22, if monthly charges are not increased. As shown, the Sanitation Fund is projected to have a small deficit in FY 2017, but increases substantially over the next five years to account for increases in operating expenses for the four cost centers over this time period.

#### 4.5 FLEET REPLACEMENT PLAN

The Department has developed a 10-year Fleet Replacement Plan (Plan) to replace equipment and vehicles (Exhibit 5). The fleet has seen a substantial rise in repair and maintenance expenses as these vehicles have aged. Typically, most “best-in-class” sanitation collection systems are on a six to eight-year replacement cycle for automated side-loaders. The Department’s current vehicles are well beyond that preferred replacement cycle with many being replaced in 2008. Similarly, the Department’s yard waste collection and ancillary vehicles are also well beyond the preferred replacement cycle for these equipment. The Plan is designed to establish a reasonable vehicle and equipment replacement cycle over the next decade and enable the Department to reduce maintenance expenses. As shown, the Plan projects a funding need for the Department’s fleet of \$6.5 million over this planning period.

Many municipal sanitation departments have developed long-term fleet funding programs in lieu of annually cash expensing these vehicle purchases. These funding plans vary from a long-term, direct surcharge on their customers to transfers from the General Fund or use of local option sales tax programs (LOST). The later funding option is oftentimes chosen if some of the vehicles are used for community-wide activities. For example, the Department typically utilizes its fleet of yard trash collection trucks and ancillary rolling stock such as transfer station tractor/trailers in response to major and minor natural disasters (e.g. hurricanes, tornados, microbursts, etc.). Their use is somewhat different than traditional yard waste collection and can be viewed as extraordinary in nature and provides an essential betterment of the City as a whole. Consequently, a reasonable argument can be made for funding these vehicles solely or partially from the City’s LOST Program.

Exhibit 5 provides detailed analysis of two alternative, long-term funding options: (1) enacting a \$2.17 per month fleet replacement surcharge for the entire vehicle need; or (2) utilizing the LOST Program to fund the purchase of yard waste and transfer station vehicles and enacting a \$1.50 per month fleet replacement surcharge for purchase of the garbage collection/recycling/pickup vehicles.

#### 4.6 RATE SCENARIOS

SCS developed the following rate scenario options for consideration by the City Council:

- **Option 1, “Status Quo”** – This option assumes that the estimated deficits in projected annual operating revenues would be met by raising customer rates on an annual basis or transfers from the City’s General Fund.
- **Option 2, “Annual CPI Increases in Monthly Sanitation Rate”** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees. The Department would continue to assess individual monthly charges for fuel and landfill services.
- **Option 3, “Increase Sanitation Rate by \$1.26 to Account for Increases in Annual Operating Costs and for Changes in the Cost of Recycling Processing”** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees as in Option 2 and accounts for the continuation of recycling processing fees which began in 2016.
- **Option 4, “Implement a Long-Term Funding Program for Fleet Replacement”** – This option assumes establishing a Sanitation Equipment Surcharge of \$2.17 per month to establish a Sanitation Equipment Fund under the Sanitation Fund. In order to achieve full funding of equipment needs, this surcharge could initially set at \$1.00 per month and increased by \$1.17 per month for the following year. Alternatively, the City could use its LOST Fund for a portion of the needed vehicle replacement cost for yard and transfer station vehicles and set the surcharge at \$1.32 per month.

## 4.7 RECOMMENDATIONS

SCS makes the following recommendations:

- Establish a rate of \$24.06 per month in FY 15/16 for residential and commercial customers.
- Increase these rates annually based on a CPI adjustment.
- Implement a long-term funding program, as described in the report, for fleet replacement.

### Exhibit 4. Department Projected Revenue Needs, Status Quo

Financial Metrics	ACTUAL			PROJECTED					
	2014	2015	2016	2017	2018	2019	2020	2021	2022
Operating Revenues	5,782,948	5,821,743	5,828,729	5,972,600	6,068,800	6,113,600	6,113,600	6,113,600	6,113,600
Deduct for Fuel and Lubricants that are included				(500,000)	(510,542)	(521,306)	(532,296)	(543,519)	(554,978)
Deduct for non-rate revenues that are included				(225,000)					
Deduct for Equipment Surcharge				0					
Deduct for \$.35 projected rate increase that is included				0					
Total Rate Revenues to be considered as part of the Monthly Rate				5,247,600					
Operating Expenses By Cost Center									
Collection	2,764,433	3,020,364	3,254,299	3,255,450	3,320,888	3,387,948	3,456,360	3,526,155	3,597,362
Recycling	698,960	725,577	893,605	940,900	956,554	892,267	911,079	930,287	949,901
Transfer Station	651,468	365,296	347,695	403,000	411,497	420,172	429,031	438,076	447,312
Yard Trash	1,694,204	1,552,308	1,638,029	1,662,000	1,697,041	1,732,820	1,769,353	1,806,657	1,844,748
Subtotal Operating Expenses	5,809,065	5,663,545	6,133,628	6,261,350	6,385,979	6,433,207	6,565,823	6,701,176	6,839,322
Deduct for Fuel Surcharge				(500,000)					
Deduct for Non-Rate Expenses	5,584,065	5,438,545	5,908,628	(225,000)	6,160,979	6,208,207	6,340,823	6,476,176	6,614,322
Deduct for capital truck purchase				0					
Total of Rate Related Expenses				5,536,350					
Net Revenues of Rate Related Rev vs Expenses (Deficits)	(26,117)	158,198	(304,899)	(288,750)	418,363	426,699	305,073	180,944	54,256

## Exhibit 5. Proposed Department Fleet Replacement Plan

	Fiscal Year										Ten Year Totals
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
Garbage/Recycling Truck Replacement	1	0	1	1	1	1	1	1	1	1	9
Per Truck Cost	\$290,000	\$296,114	\$302,357	\$308,732	\$315,241	\$321,887	\$328,674	\$335,603	\$342,679	\$349,904	
Total Cost	\$290,000	\$0	\$302,357	\$308,732	\$315,241	\$321,887	\$328,674	\$335,603	\$342,679	\$349,904	\$2,895,078
Yard Trash Truck Replacement	0	1	1	1	1	1	1	1	1	1	9
Per Truck Cost	\$0	\$120,000	\$122,530	\$125,113	\$127,751	\$130,445	\$133,195	\$136,003	\$138,870	\$141,798	
Total Cost	\$0	\$120,000	\$122,530	\$125,113.34	\$127,751.15	\$130,444.57	\$133,194.77	\$136,002.96	\$138,870.36	\$141,798.21	\$1,175,705
Transfer Station Truck Replacement	0	0	1	0	0	1	0	0	0	1	3
Per Truck Cost	\$0	\$0	\$150,000	\$153,163	\$159,689	\$170,004	\$184,800	\$205,121	\$232,475	\$269,032	
Transfer Station Trailer Replacement	0	0	0	0	1	0	0	1	0	0	2
Per Trailer Cost	\$0	\$0	\$0	\$0	\$85,000	\$86,792	\$90,490	\$96,335	\$104,720	\$116,235	
Total Cost	\$0	\$0	\$150,000	\$0	\$85,000	\$170,004	\$0	\$96,335	\$0	\$269,032	\$770,371
Pickup Trucks Replacement	0	1	1	0	1	0	1	0	1	0	5
Per Truck Cost	\$0	\$35,000	\$35,738	\$0	\$27,000	\$27,569	\$28,151	\$28,744	\$29,350	\$0	
Total Cost	\$0	\$35,000	\$35,738	\$0	\$27,000	\$0	\$28,151	\$0	\$29,350	\$0	\$155,238
Number of Vehicles Replaced	1	2	4	2	4	3	3	3	3	3	28
<b>FUNDING OPTIONS</b>											
<b>ALL VEHICLES @ \$2.17 SURCHARGE</b>											
Annual Cash Purchase Cost	\$290,000	\$155,000	\$610,625	\$433,845	\$554,992	\$622,336	\$490,019	\$567,942	\$510,899	\$760,734	\$4,996,393
Truck Capital Fund at \$2.17 surcharge	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$4,973,640
Truck Capital Fund Year End Balance	\$207,364	\$549,728	\$436,467	\$499,986	\$442,357	\$317,386	\$324,731	\$254,153	\$240,617	-\$22,753	
<b>COLLECTION VEHICLES @ 1.32 SURCHARGE AND LOST FUNDING FOR YARD AND TRANSFER STATION VEHICLES</b>											
Annual Cash Purchase Cost	\$290,000	\$35,000	\$338,095	\$308,732	\$342,241	\$321,887	\$356,824	\$335,603	\$372,029	\$349,904	\$3,050,316
Truck Capital Fund at \$1.32 surcharge	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$3,025,440
Truck Capital Fund Year End Balance	\$12,544	\$280,088	\$244,537	\$238,349	\$198,652	\$179,308	\$125,028	\$91,969	\$22,484	-\$24,876	

## 5.0 REFERENCES

1. City of Pensacola, *Annual Budgets*, 2008-2016.
2. Haas Center, *Pensacola Community Survey*, 2016.

Appendix A  
Pro Forma Model Schedules



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00222

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - JUNCTION AT WEST HILL

**RECOMMENDATION:**

That City Council conduct a quasi-judicial hearing on April 13, 2017 to consider approval of the final subdivision plat - Junction at West Hill.

**HEARING REQUIRED:** Quasi-Judicial

**SUMMARY:**

The City has received a request from A Door Properties for approval of the final subdivision plat "Junction at West Hill." The proposed subdivision is located in the R-NCB (Residential Neighborhood Commercial) zoning district, and will create 32 lots from the 1.717 acre parcel. The final plat has been reviewed by applicable City Staff and utility providers, and complies with the City's subdivision requirements.

On March 14, 2017, the City's Planning Board unanimously recommended approval of the final plat.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

3/27/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

Sherry H. Morris, AICP, Planning Services Administrator

**ATTACHMENTS:**

- 1) Subdivision Plat Application, Junction at West Hill, dated 2/13/2017
- 2) Final Plat, Junction at West Hill, dated March 2017
- 3) Plat Boundary Survey, Junction at West Hill, dated February 2017
- 4) March 14, 2017 Planning Board Minutes

**PRESENTATION:** Yes



## SUBDIVISION PLAT



### Please Check Application Type:

Minor Subdivision (< 4 lots)

☐ Preliminary & Final Plat Submission

Fee: \$2,000.00

Subdivision (> 4 lots)

☐ Preliminary Plat Submission

Fee: \$1,000.00 + \$25/lot

☒ Final Plat Submission

Fee: \$1,500.00 + \$25/lot

[Resubmittal: 1/2 the initial fee; Rescheduling to Planning Board / City Council: \$250.00]

### Applicant Information

Name: Junction at West Hill, LLC

Address: 17 E Main St, Suite 200  
Pensacola, FL 32502

Phone: 850.375.9244

Fax: \_\_\_\_\_

Email: Kacee.bidnick@adcoproperties.com

### Owner Information (if different from applicant)

Name: Justin Witkin

Address: 17 E Main St, Suite 200  
Pensacola, FL, 32502

Phone: 850.375.9244

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### Property Information

Location/Address: A portion of lots 1, 2 & 3, Block 3, Belmont track section 28541

Subdivision Name: Junction at West Hill

# of Parcels to be Subdivided: 6

Parcel ID #(s): 00-05-009 91010 - 050 - 003, 00-05-00-91010-130-003  
00-65-00-91010-120-003, 00-05-00-91010-100-03

# of Existing Lots: 6

# of Proposed Lots: 32

Total Acreage: 1.717

Legal Description: Please attach a full legal description from deed or survey

Type of Subdivision: ☒ Residential\* ☐ Non-Residential

[\*If residential, see reverse for open space requirement]

Will a Variance from the Subdivision Regulations be requested for the project (Sec. 12-8-7)? ☐ YES ☒ NO

If yes, specify exact variance requested: \_\_\_\_\_

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this plat and that no refund of these fees will be made. Also, I understand that any resubmissions based on non-compliance with City subdivision and/or development requirements will result in one-half (1/2) the initial application fee. I have reviewed a copy of the applicable zoning and subdivision requirements and understand that I must be present on the date of the Planning Board meeting.

Kacee Bidnick

Signature of Applicant

(Owner of Property or Official Representative of Owner)

8/13/07

Date

### FOR OFFICE USE ONLY

Zone: \_\_\_\_\_ District: \_\_\_\_\_

Date Received: \_\_\_\_\_ Case Number: \_\_\_\_\_

Application Fee: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Open Space Requirement (acres or \$): \_\_\_\_\_ Receipt #: \_\_\_\_\_

Planning Board Date: \_\_\_\_\_ Recommendation: \_\_\_\_\_

Council Date: \_\_\_\_\_ Action: \_\_\_\_\_

Recording Date: \_\_\_\_\_ Map Bk/Pg: \_\_\_\_\_

**\*Sec. 12-8-6. SITES FOR PUBLIC USE.**

**(B) Sites for park and recreation or open space.** Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:

**(1) Dedication of land for park, recreation or open space needs.** The subdivider(s) or owner(s) shall dedicate to the city for park and recreation or open space purposes

at least five (5) percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter (1/4) acre.

**(2) Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land.** The subdivider(s) or owner(s) shall pay unto the city such sum of money equal in value to five (5) percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by the city manager and the subdivider. If the city manager and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The city manager shall appoint a professional land appraiser, the subdivider shall appoint a professional land appraiser, and these two (2) shall appoint a third.

**\*Open Space Requirement (only applicable to residential subdivision)**

Sec. 12-8-6 requires (a) the dedication of 5% of the gross area for open space purposes, or (b) a fee in lieu of land dedication. Please calculate and check preferred method of meeting requirement:

(a) Total Land Area: 1.717 acres  
5% for land dedication\*: .08585 acres  
[\*may not equal less than 1/4 acre]

(b) Value of land (Esc. Co. Tax Assessor) \$ 141,662  
Fee in lieu of land dedication (5% of value) \$ 7,083.14  
[Payable to the City of Pensacola; Due after plat approval, prior to receiving signatures]

**Sec. 12-8-3. Procedure for subdivision approval.**

**(A) Procedure for subdivision requiring a plat.**

**(1) Approval of preliminary plat by the planning board.**

(a) Any person desiring to divide land into three (3) or more lots shall first file with the planning board a preliminary plat of the subdivision prepared in accordance with the requirements of section 12-8-8.

(b) Accompanying the preliminary plat shall be a general location sketch map showing the relationship of the proposed subdivision to existing community facilities which serve or influence it. On such sketch map, the main traffic arteries, shopping centers, schools, parks, and playgrounds, principal places of employment and other principal features should be noted.

(c) Where the preliminary plat submitted covers only a part of the total contiguous property under the subdivider's ownership, a sketch of the prospective future street system of the unsubdivided part shall be required if not shown on a previously approved conceptual plan or plans for the entire property. The street system of the unplatted portion shall be planned to coordinate and connect with the street system of the platted portion.

(d) A master drainage plan at a scale not smaller than one inch equals two hundred (200) feet, shall be prepared. The master drainage plan shall be for the entire property and shall be reviewed by the city engineer in relation to the entire drainage basin. It is the specific intent of this requirement that rights-of-way and easements of all drainage improvements including but not limited to, retention ponds, ditches, culverts, channels, and the like required for the drainage of the site for both on-site and off-site improvements, shall be provided for the master drainage plan. Instruments shall be submitted fully executed in sufficient form for recording for all off-site drainage rights-of-way and easements not included on the final plat. These instruments shall be submitted with the final plat for recordation.

(e) Eleven (11) copies of the preliminary plat shall be submitted to The Community Development Department at least thirty (30) calendar days prior to the meeting at which it is to be considered.

(f) Prior to the examination of the preliminary plat, the planning board shall be furnished with reports from the city engineer, traffic engineer, energy services, Escambia County Utilities Authority, fire department, and the secretary to the planning board to the effect that said plat does or does not conform to the comprehensive plan, the provisions of this chapter, and with sound principles and practices of planning and engineering and with such other items that may affect the health, safety and welfare of the people.

(g) When, after examination, the planning board finds as fact that the aforementioned requirements have been met, the preliminary plat may be approved; however, such approval shall not constitute an approval of the final plat. If the preliminary plat is rejected, the planning board shall provide the applicant in writing a detailed list of reasons for rejection.

**(2) Approval of final plat by the planning board and city council.**

(a) The final plat shall conform substantially to the preliminary plat. The applicant shall submit only that portion of the approved preliminary plat which he proposes to record and develop. Such portion shall conform to all requirements of this chapter. Such final plat shall be submitted within one year (three hundred sixty-five (365) days) of the date of the approval of the preliminary plat. If more than one year has elapsed since the approval of the preliminary plat, the preliminary plat must be resubmitted to the planning board for their review and approval prior to submission of the final plat.

# JUNCTION AT WEST HILL

**A RESUBDIVISION OF A PORTION OF LOTS 1,2, & 3, BLOCK 3, MAXENT TRACT  
AND A PORTION OF LOTS 15, 16, & 17, BLOCK 3, WEST KING TRACT, BELMONT NUMBERING  
SECTION 28 & 42, TOWNSHIP 2 SOUTH, RANGE 30 WEST  
CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA**

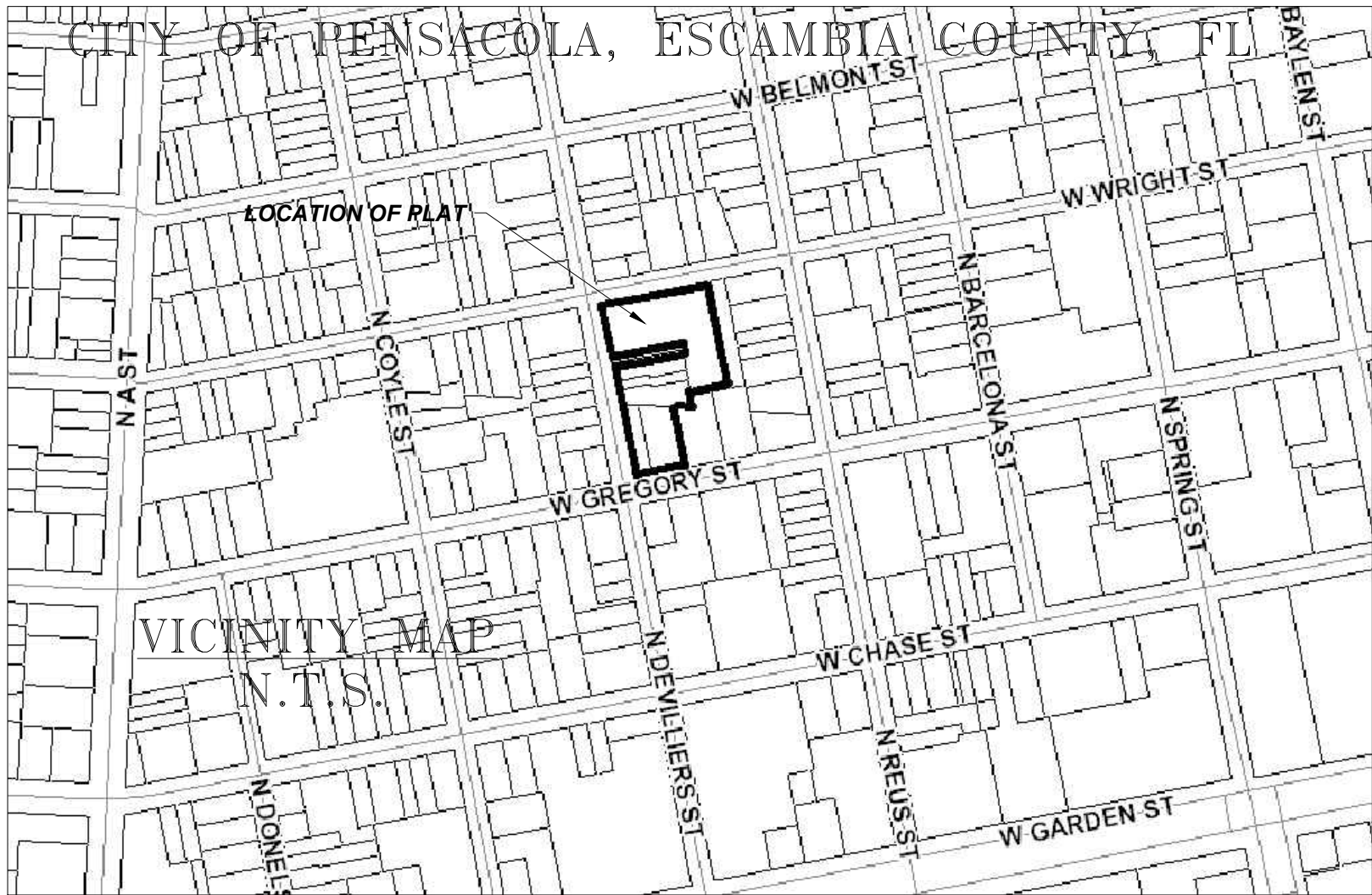
**MARCH 2017**

**PROFESSIONAL LAND SURVEYOR**

ROB L. WORKING, PLS #5878  
1801 CREIGHTON ROAD  
PENSACOLA, FLORIDA 32504  
(850) 857-4400

## DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 3, BELMONT TRACT, CITY OF PENSACOLA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE S80°22'54"W ALONG THE NORTH LINE OF SAID BLOCK 154.98 FEET TO THE NORTHEAST CORNER OF LOT 17 OF SAID BLOCK, AND THE POINT OF BEGINNING; THENCE S9°41'32"E ALONG THE EAST LINE OF SAID LOT 234.19 FEET; THENCE S80°19'01"W FOR 43.94 FEET; THENCE N9°44'15"W FOR 5.60 FEET; THENCE S80°15'45"W FOR 49.80 FEET; THENCE S9°44'15"E FOR 27.00 FEET; THENCE N86°43'25"W FOR 31.00 FEET; THENCE S9°44'15"E FOR 135.84 FEET; THENCE S80°27'17"W ALONG WEST GREGORY STREET (58' R/W) FOR 121.18 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF WEST GREGORY STREET AND THE EAST RIGHT OF WAY OF NORTH DE VILLIERS STREET (50' R/W); THENCE N9°39'00"W ALONG THE SAID EAST RIGHT OF WAY 251.15 FEET; THENCE N80°40'33"E FOR 157.01 FEET; THENCE N9°42'07"W FOR 6.64 FEET; THENCE S80°16'29"W FOR 157.00 FEET TO SAID EAST RIGHT OF WAY; THENCE N9°39'00"W ALONG SAID RIGHT OF WAY 127.40 FEET TO THE NORTHWEST CORNER OF SAID BLOCK; THENCE N80°17'00"E ALONG THE NORTH LINE OF SAID BLOCK FOR 244.72 FEET TO THE POINT OF BEGINNING.

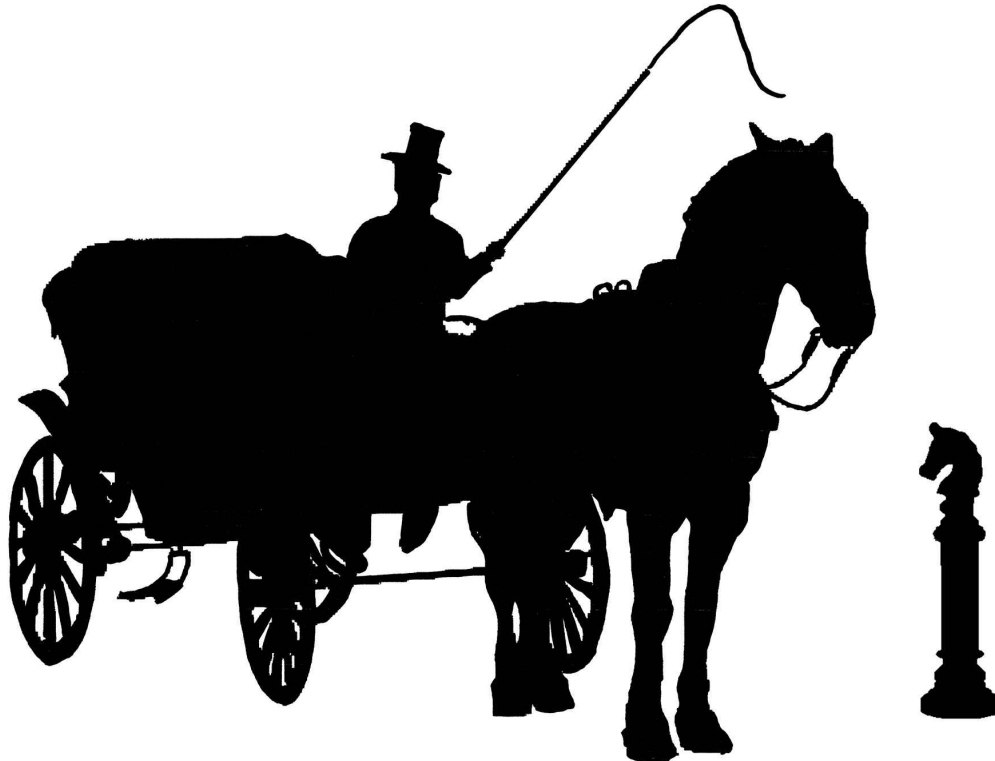


## NOTES:

- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
- ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THE SURVEYOR UTILIZED -PLAT CERTIFICATE REPORT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED FEBRUARY 13, 2017, ORDER NUMBER: 6216564, CUSTOMER REFERENCE: JUNCTION, ADDRESSEE: BEGES & LANE; DEEDS OF RECORD; EXISTING FIELD MONUMENTATION; A COPY OF THE MAP OF PENSACOLA FLA. PUBLISHED BY THOM. C. WATSON & CO., COPYRIGHTED IN 1906 AS RECORDED IN DEED BOOK 126, AT PAGE 400 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
- BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM AND THE SOUTH RIGHT-OF-WAY LINE OF WRIGHT STREET BEARING N 80°17'00" E.
- ONLY ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED, UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
- SECTION LINES ARE APPROXIMATE BASED ON MEASUREMENTS SHOWN ON A COPY OF THE MAP OF PENSACOLA FLA. PUBLISHED BY THOM. C. WATSON & CO., COPYRIGHTED IN 1906 AS RECORDED IN DEED BOOK 126, AT PAGE 400 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X". BASE FLOOD ELEVATION NOT APPLICABLE, AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, AND INCORPORATED AREAS, DATED SEPTEMBER 29, 2006, COMMUNITY MAP PANEL NUMBER: 120080 0390 G.
- ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISION OF SECTION 177.091 (28) FLORIDA STATUTES.
- PARCEL A-E ARE TO BE USED AS PARKING SPACES; PARCEL A WILL BE CONVEYED WITH THE PURCHASE OF LOT 6, BLOCK A; PARCEL B WITH BE CONVEYED WITH THE PURCHASE OF LOT 7, BLOCK A; PARCEL C WITH BE CONVEYED WITH THE PURCHASE OF LOT 8, BLOCK A; PARCEL D WITH BE CONVEYED WITH THE PURCHASE OF LOT 9, BLOCK A; PARCEL E WITH BE CONVEYED WITH THE PURCHASE OF LOT 10, BLOCK A.

## CIVIL ENGINEER

DAVID S. LAMAR, P.E.  
3298 SUMMIT BLVD., SUITE 32  
PENSACOLA, FL 32503  
(850) 434-0057



## CERTIFICATE OF COUNTY CLERK:

I, PAM CHILDERS, CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT CHAPTER 177 FLORIDA STATUTES AND THE SAME WAS RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_, 2017 IN PLAT BOOK \_\_\_\_AT PAGE \_\_\_\_ OF THE PUBLIC RECORDS OF SAID COUNTY.

PAM CHILDERS - CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA

## CITY COUNCIL CERTIFICATE:

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON THE \_\_\_\_ DAY OF \_\_\_\_, 2017, AND WAS APPROVED BY SAID COUNCIL.

ERICKA L. BURNETT- CITY CLERK OF THE CITY OF PENSACOLA

## CERTIFICATE OF ATTORNEY:

I, DAVID B. TAYLOR, III, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AN HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND ALL PROVISIONS OF ARTICLE 4 OF THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED. SIGNED THIS \_\_\_\_ DAY OF FEBRUARY, 2017.

DAVID D. TAYLOR, III

## CITY SURVEYOR'S CERTIFICATE:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, FOR THE CITY OF PENSACOLA.

MARK A. NORRIS P.S.M.. FLORIDA REGISTRATION NO. 6211

NOT VALID WITHOUT  
THE SIGNATURE  
AND ORIGINAL  
RAISED SEAL OF A  
FLORIDA LICENSED  
SURVEYOR AND  
MAPPER

## SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177.011- 177.151 FLORIDA STATUTES, AND THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61617-6, FLORIDA ADMINISTRATION CODE, SIGNED ON THE \_\_\_\_ DAY OF \_\_\_\_, 2017.

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

NOT VALID WITHOUT  
THE SIGNATURE  
AND ORIGINAL  
RAISED SEAL OF A  
FLORIDA LICENSED  
SURVEYOR AND  
MAPPER

COVENANT AND RESTRICTIONS RECORDED IN  
O.R. \_\_\_\_ PAGE \_\_\_\_  
PLAT BOOK \_\_\_\_ PAGE \_\_\_\_  
SHEET 1 OF 2

## DEVELOPER/OWNER

JUNCTION AT WEST HILL, LLC  
17 E MAIN STREET SUITE 200  
PENSACOLA, FLORIDA 32502  
(850) 375-9244

## DEDICATION

I, JUSTIN WITKIN, THE MANAGER OF JUNCTION AT WEST HILL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE PROPERTY SHOWN HEREON, HEREBY DEDICATE THIS PLAT OF JUNCTION AT WEST HILL, IN ACCORDANCE WITH FLORIDA STATUTE 177.081(5); AND FURTHER DEDICATE JUNCTION AVENUE, A PRIVATE RIGHT-OF-WAY, PARCELS F AND G (COMMON AREAS AND RETENTION PONDS), AND ALL PRIVATE DRAINAGE EASEMENTS TO THE JUNCTION AT WEST HILL OWNERS ASSOCIATION, INC., FOR USE BY THE MEMBERS OF JUNCTION AT WEST HILL OWNERS ASSOCIATION, INC., AND THEIR GUESTS. MAINTENANCE OF ALL AREAS DEDICATED TO THE JUNCTION AT WEST HILL OWNERS ASSOCIATION, INC., SHALL BE THE RESPONSIBILITY OF SAID ASSOCIATION. THE DEVELOPER HEREBY DEDICATES A PERPETUAL EASEMENT TO THE CITY OF PENSACOLA, FLORIDA FOR INGRESS AND EGRESS BY SANITATION, POSTAL, FIRE, LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICES AND CITY PERSONNEL PROVIDING SERVICES TO THE SUBDIVISION OVER, ACROSS AND THROUGH ALL DRAINAGE EASEMENTS, RIGHTS-OF-WAY AND RETENTION PONDS. THE DEVELOPER FURTHER DEDICATES THE PRIVATE RIGHT-OF-WAY, JUNCTION AVENUE, AND THE ADJACENT UTILITY EASEMENTS TO THE EMERALD COAST UTILITIES AUTHORITY FOR THE PURPOSE OF OPERATING AND MAINTAINING ITS WATER AND SEWER INFRASTRUCTURE.

JUNCTION AT WEST HILL, LLC,  
A FLORIDA LIMITED LIABILITY COMPANY

BY: JUSTIN WITKIN, ITS MANAGER

WITNESS 1 WITNESS 2

PRINT NAME PRINT NAME

## ACKNOWLEDGEMENT OF DEDICATION

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED JUSTIN WITKIN, THE MANAGER OF JUNCTION AT WEST HILL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SHOWN HEREON, PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN THE FOREGOING DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES SET FORTH, GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_, 2017.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES: \_\_\_\_

## LEGEND

(F)	FIELD MEASUREMENT
(P)	PLAT MEASUREMENT
C1-C13	CURVE NUMBER (SEE TABLE)
L1-L2	LINE NUMBER (SEE TABLE)
B.S.L.	BUILDING SETBACK LINE
FND	FOUND BOUNDARY CORNER
N.R.	NOT RADIAL
P.C.	POINT OF CURVATURE
P.C.P.	PERMANENT CONTROL POINT
P.I.	POINT OF INFLATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.T.	POINT OF TANGENCY
P.R.M.	PERMANENT REFERENCE MONUMENT
R/W	RIGHT-OF-WAY
N/T	NON-TANGENT
T.B.M.	TEMPORARY BENCHMARK
TYP	TYPICAL
U/E	UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
#	NUMBER

## INDEX

PAGE 1: DEDICATION AND SIGNATURE PAGE  
PAGE 2: PLAT MAP AND DESCRIPTION



DEVELOPER/OWNER

JUNCTION AT WEST HILL, LLC  
17 E MAIN STREET SUITE 200  
PENSACOLA, FLORIDA 32502

# JUNCTION AT WEST HILL

A RESUBDIVISION OF A PORTION OF LOTS 1, 2, & 3, BLOCK 3, MAXENT TRACT  
AND A PORTION OF LOTS 15, 16, & 17, BLOCK 3, WEST KING TRACT, BELMONT NUMBERING

SECTION 28 & 42, TOWNSHIP 2 SOUTH, RANGE 30 WEST

CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA

MARCH 2017

PROFESSIONAL LAND SURVEYOR

ROB L. WORKING, PLS #5878  
1801 CREIGHTON ROAD  
PENSACOLA, FLORIDA 32504

ENGINEER

DAVID S. LAMAR, P.E.  
3298 SUMMIT BLVD., SUITE 32  
PENSACOLA, FL 32503

Parcel Line Table

Line #	Length	Direction
L1	10.34	S9°41'32"E
L2	5.85	N16°59'33"W
L3	1.25	N9°42'07"W
L4	7.75	S9°41'18"E
L5	5.60	S9°44'15"E
L6	2.07	S9°44'15"E
L7	10.50	S80°27'17"W
L8	12.44	N9°44'15"W
L9	6.00	S9°44'15"E
L10	5.50	S9°42'07"E
L11	6.64	S9°42'07"E
L12	5.54	S9°39'00"E
L13	9.49	N9°41'32"W

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	23.56'	15.00'	89°58'29"	N35°17'44"E	21.21'
C2	14.17'	55.22'	14°41'52"	N17°18'36"E	14.13'
C3	33.10'	55.22'	34°20'45"	N41°49'54"E	32.61'
C4	20.54'	55.22'	21°18'45"	N69°39'39"E	20.42'
C5	39.29'	25.00'	90°03'16"	N35°17'23"E	35.37'
C6	23.47'	15.00'	89°38'31"	N54°43'27"W	21.15'
C7	23.63'	15.00'	90°14'34"	S35°23'02"W	21.26'
C8	39.25'	25.00'	89°56'44"	S54°42'37"E	35.34'
C9	38.82'	24.48'	90°51'22"	N34°53'44"E	34.88'
C10	23.57'	15.00'	90°01'26"	N54°42'17"W	21.22'
C11	60.54'	39.07'	88°47'24"	S35°50'13"W	54.66'

PROPERTY CORNER LEGEND

- FND 1" IRON PIPE
- FND 1/2" IRON ROD
- FND 1/2" CAPPED IRON ROD #1748
- FND 1/2" CAPPED IRON ROD #5863
- FND PREVIOUSLY SET 1/2" CAPPED IRON ROD #7612
- REPLACE NAIL & DISK #6112 WITH NAIL & DISK #7612 (P.R.M.)
- SET 4" x 4" CONCRETE MONUMENT #7612 (P.R.M.)
- SET 1/2" CAPPED IRON ROD #7612 (P.C.P.)

DETAIL SCALE  
1" = 10'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C12	4.52'	24.48'	10°35'06"	N5°14'24"W	4.52'
C13	34.30'	24.48'	80°16'16"	N40°11'17"E	31.56'

BUILDING SETBACK REQUIREMENTS

FRONT: 9 FEET / UTILITY EASEMENT  
REAR: 10 FEET / PRIVATE DRAINAGE EASEMENT  
SIDE (STREET): 5 FEET (APPLIES TO END LOTS ONLY)

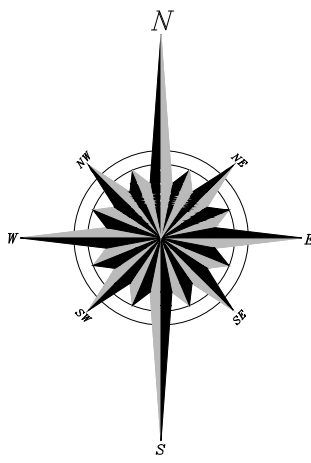
COVENANT AND RESTRICTIONS RECORDED IN

O.R. \_\_\_\_\_ PAGE \_\_\_\_\_

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

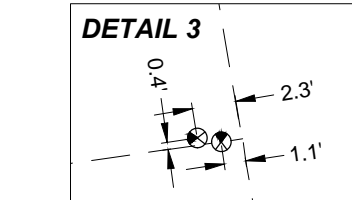
SHEET 2 OF 2






**NOTES:**

- THE INFORMATION CONTAINED IN THESE PLANS MAY NOT, IN WHOLE OR IN PART, BE REPRODUCED OR REVISED WITHOUT THE WRITTEN CONSENT OF 360° SURVEYING SERVICES.



**DETAIL SCALES**  
1" = 10'



**DETAIL 4**

**DETAIL 2**

00-0S-00-9010-085-003

0.6'

2.46'

0.4'

**DETAIL 5**

0.1'

00-0S-00-9010-085-003

0.5'

**00-0S-00-9010-010-003**

PARCEL 2 (O.R. 7434, PAGE 420) / PARCEL 2 OF PROPERTY 1 (O.R. 7465, PAGE 425)

LOT 1, BLOCK 3 OF THE MAXENT TRACT, BELMONT NUMBERING, CITY OF PENSACOLA, ACCORDING TO MAP OF THE SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, ESCAMBA COUNTY, FLORIDA.

00-0S-00-9010-020-003

PARCEL 1 (O.R. 7434, PAGE 420) / PARCEL 1 OF PROPERTY 1 (O.R. 7465, PAGE 425)

LOTS 2 AND 3, BLOCK 3, MAXENT TRACT, BELMONT NUMBERING, CITY OF PENSACOLA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, AND THE WEST ONE (1) FOOT OF THE FOLLOWING DESCRIBED PROPERTY: COMMENCING ON NORTH LINE OF GREGORY STREET, CITY OF PENSACOLA, 199 FEET WEST FROM SOUTHEAST CORNER OF BLOCK 3, OF BELMONT TRACT, CORNER OF REUS AND GREGORY STREETS, THEREFORE KNOWN AS SOUTHEAST CORNER OF REUS AND GREGORY STREETS, THENCE NORTH ALONG NORTH LINE OF GREGORY STREET 132 FEET, THENCE EAST ALONG NORTH LINE OF MAXENT TRACT, 31 FEET, THENCE NORTH AT RIGHT ANGLES TO GREGORY STREET 27 FEET, THENCE EAST PARALLEL TO GREGORY STREET, 47 FEET, MORE OR LESS, THENCE SOUTH AT RIGHT ANGLES TO GREGORY STREET TO POINT OF BEGINNING, ALL LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

00-0S-00-9010-080-003

(O.R. 7493, PAGE 1576)

THAT PORTION OF BLOCK THREE (3) WEST KING TRACT, BELMONT NUMBERING, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WRIGHT AND DE VILLIERS STREETS, THENCE RUN EAST ALONG THE SOUTH LINE OF WRIGHT STREET TWO HUNDRED FORTY FIVE (245) FEET, THENCE SOUTH ON LINE PARALLEL WITH THE EAST LINE OF DE VILLIERS STREET TWO HUNDRED AND THIRTY FOUR (234) FEET, THENCE WEST ON LINE PARALLEL WITH THE SOUTH LINE OF WRIGHT STREET EIGHTY SEVEN (87) FEET TEN (10) INCHES, THENCE NORTH ON LINE PARALLEL WITH THE EAST LINE OF DE VILLIERS STREET ONE HUNDRED SIX (106) FEET TEN (10) INCHES, THENCE WEST ON LINE PARALLEL WITH THE SOUTH LINE OF WRIGHT STREET ONE HUNDRED FIFTY SEVEN (157) FEET TWO (2) INCHES TO THE EAST LINE OF DE VILLIERS STREET AND THENCE NORTH ALONG EAST LINE OF DE VILLIERS STREET ONE HUNDRED TWENTY SEVEN (127) FEET TWO (2) INCHES TO POINT OF BEGINNING.

00-0S-00-9010-100-003

PARCEL 3 (O.R. 7434, PAGE 420) / PARCEL 3 OF PROPERTY 1 (O.R. 7465, PAGE 425)

COMMENCING AT A POINT 190.0 FEET WEST OF THE SOUTHEAST CORNER OF BLOCK 3, MAXENT TRACT, BELMONT NUMBERING CITY, OF PENSACOLA, ACCORDING TO PLAT OF SAID CITY BY THOMAS C. WATSON IN 1906; THENCE NORTH 150.0 FEET; THENCE WEST 46.0 FEET AND P.O.B.; THENCE SOUTH 27.0 FEET TO THE SOUTH LINE OF THE WEST KING TRACT; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID WEST KING TRACT TO THE LINE OF SAID BLOCK 3 (BEING THE EAST R/W LINE OF DEVILERS STREET); THENCE NORTH ALONG SAID R/W LINE FOR 48.0 FEET; THENCE EAST FOR 74.67 FEET; THENCE SOUTH 6.25 FEET; THENCE EAST FOR 83.75 FEET; THENCE SOUTH TO THE P.O.B. ALL LYING AND BEING IN ESCAMBA COUNTY, FLORIDA.

**00-0S-00-9010-120-003 / 00-0S-00-9010-130-003 (LESS DESCRIPTION "LESS OUT" BELOW)**

**PROPERTY 2 (O.R. 7634 PG 425)**

BEGIN 133 FEET SOUTH OF THE NORTHWEST CORNER OF BLOCK 3, BELMONT TRACT FOR POINT OF BEGINNING; CONTINUE SOUTH 59.33 FEET; THENCE EAST 74.67 FEET; THENCE SOUTH 6.25 FEET; THENCE EAST 83.75 FEET; THENCE NORTH 67.25 FEET; THENCE WEST 157.17 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN BLOCK 3, BELMONT TRACT, CITY OF PENSACOLA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS E. WATSON IN 1906.

WITH PARCEL 3 OF PROPERTY 1 AND PROPERTY 2 ALSO BEING DESCRIBED AS: (O.R. 7634, PAGE 425)

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 3, BELLAIR TRACT, CITY OF PENSACOLA, ACCORDING TO MAP OF SAID CITY BY THOMAS E. WATSON IN 1906, ESCAMBIA COUNTY, FLORIDA; THENCE S9°25'23"E ALONG THE WEST LINE OF SAID BLOCK 132.94 FEET TO THE POINT OF BEGINNING, THENCE N80°40'33"E FOR 157.54 FEET, THENCE S9°40'13"E FOR 125.51 FEET TO A POINT ON THE SOUTH LINE OF THE WEST KING TRACT, SAID LINE ALSO BEING THE SOUTH LINE OF SECTION 28, THENCE ALONG SAID LINE N85°55'42"W FOR A DISTANCE OF 162.33 FEET TO THE INTERSECTION OF SAID LINE WITH THE SAID WEST LINE OF SAID BLOCK, THENCE N°34'25"W ALONG SAID BLOCK 87.90 FEET TO THE POINT OF BEGINNING.

**LESS OUT : 00-0S-00-9010-130-003**

LESS AND EXCEPT FROM PARCEL 3 (O.R. 7634 PG 420)

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 3, BELMONT TRACT, CITY OF PENSACOLA, DISTRICT OF PANAMA COUNTY, FLORIDA, THENCE S92°22'32"E ALONG THE WEST LINE OF SAID BLOCK 132.94 FEET, THENCE CONTINUE ALONG THE WEST LINE OF SAID BLOCK S9°36'43"E FOR A DISTANCE OF 39.97 FEET TO THE POINT OF BEGINNING, THENCE N80°10'02"E FOR A DISTANCE OF 74.47 FEET, THENCE S10°59'57"E FOR A DISTANCE OF 6.53 FEET, THENCE N80°10'02"E FOR A DISTANCE OF 82.86 FEET, THENCE S9°42'07"E FOR 22.22 FEET, THENCE S81°53'20"W FOR A DISTANCE OF 18.61 FEET, THENCE N0°23'33"W FOR A DISTANCE OF 6.33 FEET, THENCE S80°39'04"W FOR A DISTANCE OF 74.11 FEET TO THE WEST LINE OF SAID BLOCK, THENCE S0°33'30"W ALONG SAID BLOCK FOR A DISTANCE OF 19.28 FEET TO THE POINT OF BEGINNING.

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 3, BELMONT TRACT, CITY OF PENSACOLA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE S80°22'54"W ALONG THE NORTH LINE OF SAID BLOCK 3, 127.00 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 3, 127.00 FEET TO THE POINT OF BEGINNING; THENCE S9°41'32"E ALONG THE EAST LINE OF SAID LOT 234, 19 FEET; THENCE S80°19'01"W FOR 43.94 FEET; THENCE N8°44'15"E FOR 5.60 FEET; THENCE S80°15'45"W FOR 49.80 FEET; THENCE S9°44'15"E FOR 27.00 FEET; THENCE N88°43'25"W FOR 31.00 FEET; THENCE S9°44'15"E FOR 135.84 FEET; THENCE S82°27'00"E TO THE CORNER OF GREGORY STREET (58' RW) FOR 24.19 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF WEST GREGORY STREET AND THE EAST RIGHT OF WAY OF NORTH DE VILLIERS STREET (50' RW); THENCE N9°39'00"W ALONG THE SAID EAST RIGHT OF WAY 251.15 FEET; THENCE N80°40'33"E FOR 157.01 FEET; THENCE S9°42'07"W FOR 6.64 FEET; THENCE N80°16'29"W FOR 157.00 FEET TO SAID EAST RIGHT OF WAY; THENCE N8°39'00"W ALONG SAID RIGHT OF WAY TO THE NORTH CORNER OF SAID BLOCK 3, 127.00 FEET TO THE POINT OF BEGINNING; THENCE N80°17'00"E ALONG THE NORTH LINE OF SAID BLOCK FOR 24.72 FEET TO THE POINT OF BEGINNING.

THE SURVEY SHOWN HEREON IS TRUE AND CORRECT AND IN COMPLIANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

BOUNDARY SURVEY

DESCRIPTION SURVEY FOR PLAT BOUNDARY  
WRIGHT STREET & DEVILLIERS STREET  
SECTION 28 & 42, T-2-S, R-30-W,

**360 Surveying Services, Inc.**  
Professional Land Surveyors  
1801 Creighton Road ~ Pensacola, Florida 32503





PLANNING SERVICES

THE UPSIDE *of* FLORIDA

## MINUTES OF THE PLANNING BOARD

March 14, 2017

**MEMBERS PRESENT:** Paul Ritz-Chairman, Danny Grundhoefer, Jared Moore, Kurt Larson, Kyle Owens

**MEMBERS ABSENT:** Nina Campbell, Nathan Monk

**STAFF PRESENT:** Brandi Deese, Leslie Statler, Bill Weeks, Inspections

**OTHERS PRESENT:** Steven Sebold, Kacee Bidnick, Lloyd Reshard, David S. Lamar, Jason Rebol, Mike Thomas, Meghan Gilroy-Triolo

### AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from February 14, 2017
- Request for Final Plat Approval – Junction at West Hill
- Request for Preliminary Plat Approval – Hallmark Subdivision
- Consider East Hill Neighborhood Association's Request for Overlay District
- Open Forum
- Adjournment

### Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:03 pm with a quorum present. He gave instructions to the audience on the rules and procedures of the Board.

### Approval of Meeting Minutes

Mr. Larson made a motion to approve the February 14, 2017 minutes, seconded by Mr. Moore, and it carried unanimously.

### Request for Final Plat Approval – Junction at West Hill

A Door Properties has submitted a request for Final Plat approval for "Junction at West Hill" subdivision. The proposed townhouse development is located within the western portion of Block 3 Belmont Tract along N. DeVilliers Street, W. Wright Street, and W. Gregory Street. Ms. Deese explained the final plat was routed through the various departments, and the Engineering Department had recanted their original concerns on the dead end road stating it was private and was in the hands of the engineer of record, and they agreed with the plat as submitted.

Ms. Bidnick reminded the Board there was a land dispute with the Mossholders, but they decided to sell the property to applicants. Commercial was deemed not feasible, so they added more residential resulting in a total of 32 units. Chairman Ritz stated the strength of the project was bringing more residents to the area and more life into the city. Mr. Larson asked if stormwater had been addressed, and Mr. Lamar, the engineer for the project, advised with the addition of the added property, the design was modified to have four retention ponds hopefully added as an aesthetic amenity and common area.

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](http://www.cityofpensacola.com)

The ponds would be fenced with decorative type fencing with opportunities for landscaping. He explained the changes to the commercial lots caused the pond areas to shift with three on parcel F and one on parcel G.

Mr. Grundhoefer was concerned with the five northwest lots not having alleyway access which would result in parking along DeVilliers Street. Mr. Lamar pointed out a 5' hiatus running east and west which cannot be acquired. Chairman Ritz offered that to base each decision on an automobile would not be wise since there are those people who don't have cars or multiple cars, and parking on the street is occurring all over Pensacola. Mr. Grundhoefer explained he did not want to see a garage taking over the façade of the entire 23' lot which would not be street friendly. Ms. Bidnick explained they were still trying to acquire the 5' gap, but for now the plan was to have parking in the front. Mr. Lamar stated there was room to add an alley and get the appropriate access easements, but the developer would need to make the decision in handling those lots with an easement versus a dedicated right of way. Ms. Deese explained the plat approval process was different, and the Board could not add conditions if the applicants met the Code requirements.

Mr. Larson indicated this was the first time the Board was reviewing the plat as residential. Mr. Grundhoefer suggested it should follow the same logic and planning as the other 26 lots. Chairman Ritz advised that because the various departments took no exception to the submitted plat, it did meet the requirements of the City of Pensacola, and the Board should make its determination on the plat as it relates to the requirements defined in the LDC. **Mr. Grundhoefer made a motion to deny based on his concerns and comments. The motion died for lack of a second. Mr. Larson made a motion to approve which also died for lack of a second.** Chairman Ritz asked for the opinions of other Board members. Mr. Grundhoefer asked if the applicants changed those 5 lots and had access from the north and made the revisions would it return to the Board. Ms. Deese advised the developer could do that if the Board was supportive of it, but it was not something the Board could require of them in the platting process. Mr. Lamar stated the engineer had advised they could have driveways entering from DeVilliers. Mr. Moore clarified that the Board was reviewing the technical and not the aesthetics. Ms. Deese stated if the applicants met the requirements which had been reviewed by technical departments, the plat had to be approved, and they could not require anything additional from the applicant. She stated if there were outstanding concerns from the utility providers and various City departments, it would be the Board's job to determine if they wanted to approve based on those issues.

Mr. Moore agreed with Mr. Grundhoefer's comments but understood the Board's role in this case. **Mr. Moore made a motion to approve, seconded by Mr. Owens. The motion carried with Chairman Ritz, Mr. Owens and Mr. Moore approving and Mr. Grundhoefer and Mr. Larson dissenting.** Chairman Ritz explained this item would proceed to the City Council for final approval.

#### **Request for Preliminary Plat Approval – Hallmark Subdivision**

349 LLC has submitted a request for Preliminary Plat approval for "Hallmark" subdivision. The proposed development, identified as 115 South E Street, is a 5.09 acre parcel bounded by W. Romana Street on the north, South E Street on the east, W. Government Street on the south, and South F Street on the west. The site is the location of the former Hallmark Elementary School. The proposed Preliminary Plat 76 lots measure 20 feet in width. This development is located within the C-3 zoning district, which has a maximum density of 35 dwelling units per acre. The proposed development complies with this standard. Additionally, the provisions of the district eliminate the building setbacks, allowing for zero-lot lines on all sides. The minimum parking required for townhouse developments is 2 parking spaces per unit; the developer intends to meet this requirement with a garage and driveway space. The developer has opted to pay into the park escrow in lieu of dedicating a park within the project.

Mr. Rebol indicated that the revised preliminary plat addressed comments from the City surveyor. He stated they had a landscape architect working on the common area which would include a fitness center, pools, and walking trails benefiting the residents. They are exploring retention ponds and underground

water retention systems. He explained the lots would be single family attached, fee simple with a dividing wall similar to projects on 30A. Chairman Ritz pointed out downtown development (Bill Thompson building) with garages facing the street. Mr. Grundhoefer stated with garages facing the street, there would be no interacting with people unless there were porches on an upper floor, but the Board's hands were tied since the plat met City Code. Chairman Ritz indicated the Board could present its concerns to the Council. Mr. Rebol stated they would like to save the school building, but it was not feasible, however, they intended to pay homage by recycling the brick and sharing some of the past with the new development. They also added one hydrant for fire coverage and were extending ECUA service to the development.

Chairman Ritz advised the Board would see the final plat. Mr. Larson was concerned about the distance between fire hydrants, and Mr. Rebol advised he would verify that spacing requirements had been met. **Mr. Larson made a motion to approve, seconded by Mr. Owens, and it carried unanimously.**

#### **Consider East Hill Neighborhood Association's Request for Overlay District**

City Council has referred to this Board for its review and recommendation, a request from the East Hill Neighborhood Association for an overlay district. City Council has asked that the Planning Board work with the neighborhood groups to seek input in the establishment of this Overlay District.

Chairman Ritz advised he was not personally in favor of an overlay district for East Hill.

Mike Thomas advised the overlay district was something the neighborhood association wanted for a long time, and he appreciated Mr. Grundhoefer's comments on driveways. He pointed out a citizen acquired two lots and built an RV carport on one of them, destroying all the property values in that area. He emphasized the intent was to protect property values as East Hill grows with infill. He saw this as giving a little more rigor, with plans coming before the Board which would give citizens more control on what occurs next door, preventing RV garages or old-style Habitat Houses.

Mr. Larson asked if there was any specific language or was the Board looking at this for the future. Mr. Thomas understood the process to be Board approval then forming a committee with private citizens and planners who would develop definitions such as amount of overhang, etc. Chairman Ritz advised that City staff helped put together workshops involving citizens which would take place over a course of months, with the final goal being to present to Council. Ms. Deese clarified at this point, staff did not know if the neighborhood desired this overlay and wanted some type of notification to take place during the process. If the neighborhood as a whole wanted this, they would need to present more concrete ideas. Mr. Thomas explained the East Hill Neighborhood Association boundary as roughly Belmont north to the tree tunnel, and Bayou on the east over to about Ninth Avenue. As far as vocabulary and definitions, the neighborhood association had not taken those steps, but it has been a conversation for years. Mr. Larson liked the idea of meeting the character of the neighborhood.

Chairman Ritz pointed out that historically looking at the 1950s, East Hill was far more dense than it is becoming today. However, in the 1980s, it was totally different. He clarified that the Board had been asked by the Council to explore the idea of an overlay; an advertised agenda item would be presented followed by a workshop. **Mr. Larson made a motion to encourage Council to explore the options of having an East Hill Overlay District, seconded by Mr. Grundhoefer.** Mr. Grundhoefer asked if they had discussed the commercial aspect such as the 12<sup>th</sup> Avenue Corridor or Bayview Park or others within this zone. Mr. Thomas stated his understanding was this type of distinction would be made in the workshops, but he stated the motivations were mostly residential in nature. Chairman Ritz advised that any crafted language would proceed through the Legal Department to make sure it was appropriate with the standards of the State of Florida. Ms. Deese informed that the charge to the Board from Council was to seek input. Mr. Grundhoefer pointed out that Ms. Mack had outlined the restrictions she was looking for in the Ninth Avenue Overlay District. The Board reviewed and revised them, and it might be incumbent on the East Hill Association to draft some of wants and needs to present to the Board as a starting point. Chairman Ritz



advised if the item goes forward, it would be a Board agenda item first for the initial announcement and to have public input, and then proceed to a workshop. Mr. Thomas said the neighborhood association could build the documents with the vocabulary and return to the Board for review. Mr. Grundhoefer clarified that in the overlay districts, the Board and the citizens were allowed to subjectively review projects; this allowed the community to rally around some development or be opposed to something which might be allowed in some areas. **The motion then carried with Chairman Ritz dissenting.**

**Open Forum** – Mr. Weeks advised he had seen East Hill go from where no one wanted to live to where everyone wants to live, and pointed out something has been done right over the last 36 years. Chairman Ritz stated property values had definitely increased over the year.

**Adjournment** – With no further business, Chairman Ritz adjourned the meeting at 3:04 pm. Chairman Ritz reminded the Board of the Sunshine Law regarding the East Hill meetings and speaking to each other, however, they were allowed to speak to staff on issues being considered by the Board.

Respectfully Submitted,



Brandi C. Deese  
City Planner  
Secretary to the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00057

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

ANNEXATION OF PROPERTY - CAMPUS HEIGHTS

**RECOMMENDATION:**

That City Council conduct a Public Hearing to consider the annexation of seventy-seven (77) parcels in the Campus Heights area, sixty-one (61) of which are owned by the Pensacola International Airport.

**HEARING REQUIRED:** Public

**SUMMARY:**

Campus Heights was identified in the approved year 2000 Airport Master Plan as a development area for a future business commerce park associated with the Airport. Generally, the Campus Heights area is bounded on the east and south by Airport property, on the north by Langley Avenue, and on the west by Tippen Avenue. It is an area of mixed use, consisting of commercial, light industrial, and residential use.

Currently one-hundred thirteen parcels have been purchased by the Airport, with six remaining to be acquired. As parcels are acquired that are contiguous to but not within the City limits, it becomes necessary to annex those parcels via the statutory process for the annexation of property.

In order to comply with the statutory requirements that would not require a referendum, seventy-seven (77) parcels, sixty-one (61) of which are owned by the Pensacola International Airport, were selected for annexation at this time. While the annexation would include the Airport owned parcels, it would also include sixteen (16) parcels owned by businesses. The City of Pensacola/Pensacola International Airport however is the owner of more than fifty percent (50%) of the parcels in the proposed area. The proposed inclusion of these other parcels would provide for a clearer City/County boundary in the affected area.

F.S. 171.0413 provides that:

Annexation procedures.-Any municipality may annex contiguous, compact, unincorporated territory in the following manner:

(1) An ordinance proposing to annex an area of contiguous, compact, unincorporated territory shall be

adopted by the governing body of the annexing municipality pursuant to the procedure for the adoption of a nonemergency ordinance established by s. 166.041. Prior to the adoption of the ordinance of annexation, the local governing body shall hold at least two advertised public hearings. The first public hearing shall be on a weekday at least 7 days after the day that the first advertisement is published. The second public hearing shall be held on a weekday at least 5 days after the day that the second advertisement is published. Each such ordinance shall propose only one reasonably compact area to be annexed. However, prior to the ordinance of annexation becoming effective, a referendum on annexation shall be held as set out below, and, if approved by the referendum, the ordinance shall become effective 10 days after the referendum or as otherwise provided in the ordinance, but not more than 1 year following the date of the referendum.

(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the governing body does not choose to hold a referendum of the annexing municipality pursuant to subsection (2), then the property owner consents required pursuant to subsection (5) shall be obtained by the parties proposing the annexation prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon becoming a law or as otherwise provided in the ordinance.

Therefore, in accordance with paragraph (6) of F.S. 171.0413, a referendum is not required as there are no registered electors on the parcels in the proposed annexation area. Further, the City of Pensacola/Pensacola International Airport, the owner of more than 50 percent of the land in the proposed annexation area, consents to the annexation.

**PRIOR ACTION:**

November 10, 2011 - City Council approved the annexation of nine (9) parcels in the Campus Heights area owned by the Pensacola International Airport.

December 1, 2011 - City Council adopted Ordinance No. 31-11 - Annexation of Airport Owned Property on second reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive property taxes and stormwater fee revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

3/24/2017

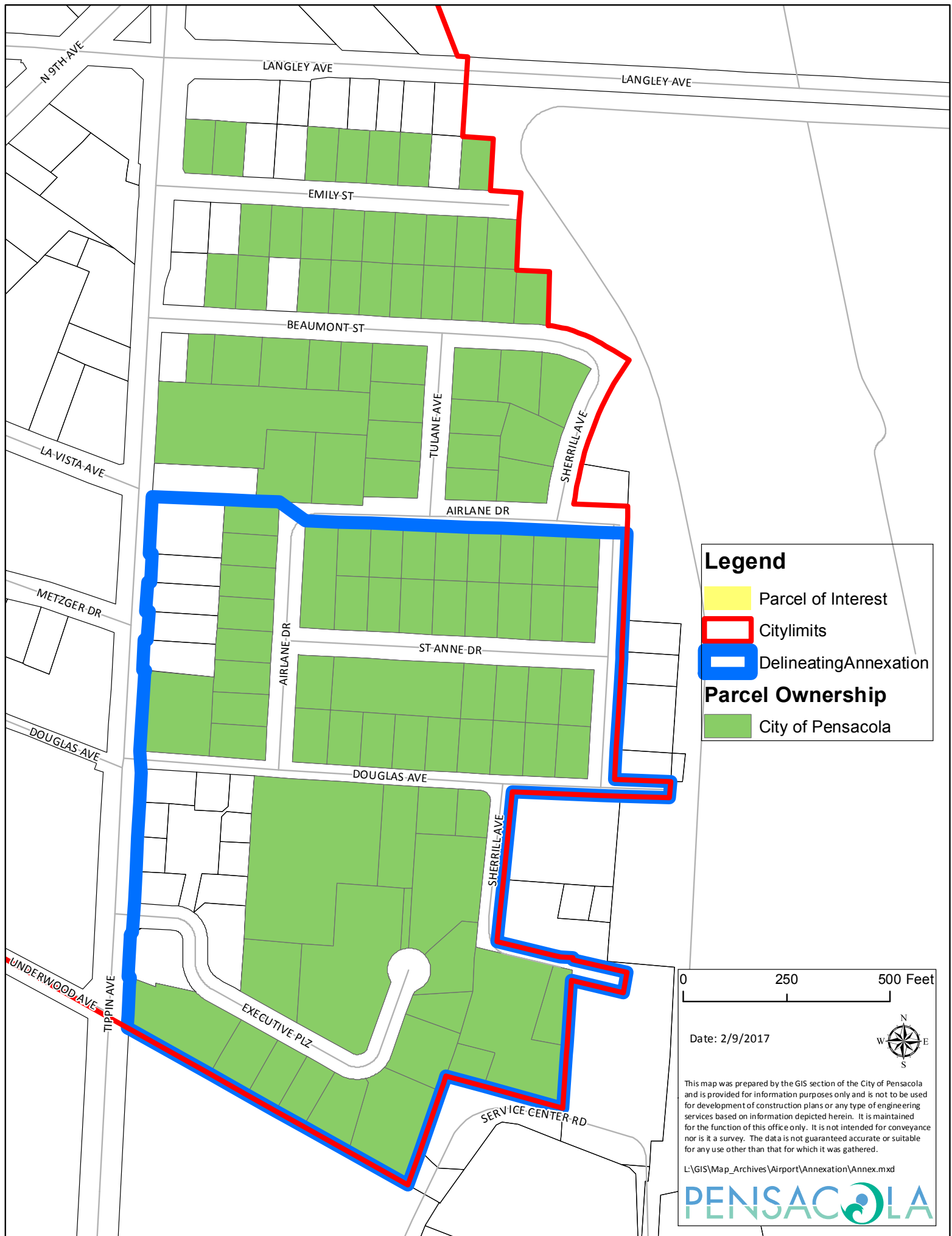
**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Sherry Morris, Planning Services Administrator  
Daniel Flynn, Airport Director

**ATTACHMENTS:**

- 1) Map of Annexation Area

**PRESENTATION:** No





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 10-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PROPOSED ORDINANCE NO. 10-17 - ANNEXATION OF PROPERTY - CAMPUS HEIGHTS

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 10-17 on first reading.

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.

**HEARING REQUIRED:** Public

**SUMMARY:**

Campus Heights was identified in the approved year 2000 Airport Master Plan as a development area for a future business commerce park associated with the Airport. Generally, the Campus Heights area is bounded on the east and south by Airport property, on the north by Langley Avenue, and on the west by Tippin Avenue. It is an area of mixed use, consisting of commercial, light industrial, and residential use.

Currently one-hundred thirteen parcels have been purchased by the Airport, with six remaining to be acquired. As parcels are acquired that are contiguous to but not within the City limits, it becomes necessary to annex those parcels via the statutory process for the annexation of property.

In order to comply with the statutory requirements that would not require a referendum, seventy-seven (77) parcels, sixty-one (61) of which are owned by the Pensacola International Airport, were selected for annexation at this time. While the annexation would include the Airport owned parcels, it would also include sixteen (16) parcels owned by businesses. The proposed inclusion of these other parcels would provide for a clearer City/County boundary in the affected area. The City of Pensacola/Pensacola International Airport is the owner of more than fifty percent (50%) of the parcels in the proposed area.

F.S. 171.0413 provides that:

*Annexation procedures.-Any municipality may annex contiguous, compact, unincorporated territory in the following manner:*

*(1) An ordinance proposing to annex an area of contiguous, compact, unincorporated territory shall be adopted by the governing body of the annexing municipality pursuant to the procedure for the adoption of a nonemergency ordinance established by s. 166.041. Prior to the adoption of the ordinance of annexation, the local governing body shall hold at least two advertised public hearings. The first public hearing shall be on a weekday at least 7 days after the day that the first advertisement is published. The second public hearing shall be held on a weekday at least 5 days after the day that the second advertisement is published. Each such ordinance shall propose only one reasonably compact area to be annexed. However, prior to the ordinance of annexation becoming effective, a referendum on annexation shall be held as set out below, and, if approved by the referendum, the ordinance shall become effective 10 days after the referendum or as otherwise provided in the ordinance, but not more than 1 year following the date of the referendum.*

*(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the governing body does not choose to hold a referendum of the annexing municipality pursuant to subsection (2), then the property owner consents required pursuant to subsection (5) shall be obtained by the parties proposing the annexation prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon becoming a law or as otherwise provided in the ordinance.*

Therefore, in accordance with paragraph (6) of F.S. 171.0413, a referendum is not required as there are no registered electors on the parcels in the proposed annexation area. Further, the City of Pensacola/Pensacola International Airport, the owner of more than 50 percent of the land in the proposed annexation area, consents to the annexation.

**PRIOR ACTION:**

November 10, 2011 - City Council approved the annexation of nine (9) parcels in the Campus Heights area owned by the Pensacola International Airport.

December 1, 2011 - City Council adopted Ordinance No. 31-11 - Annexation of Airport Owned Property on second reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive Property Tax and Stormwater Utility Fee revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

3/27/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Sherry Morris, Planning Services Administrator  
Daniel Flynn, Airport Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 10-17
- 2) Survey, City of Pensacola Proposed Campus Heights Annexation Phase I

**PRESENTATION:** No



PROPOSED  
ORDINANCE NO. 10-17

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

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:

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, SAID POINT BEING THE POINT OF BEGINNING; THENCE N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT FOR 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N03°10'03"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE (RIGHT OF WAY VARIES) FOR A DISTANCE OF 1276.01 FEET; THENCE S87°18'36"E FOR A DISTANCE OF 299.34 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE S55°55'01"E FOR A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND IT'S EXTENSION THERE OF A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE S03°14'29"W ALONG SAID WEST LINE OF BLOCK 4 FOR 580.19 FEET; THENCE S86°52'41"E ALONG THE SOUTH LINE OF SAID BLOCK 4 FOR 135.15 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK; THENCE S02°51'38"W FOR A DISTANCE OF 39.96 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W); THENCE N86°55'02"W ALONG THE SOUTH LINE OF DOUGLAS DRIVE FOR 379.91 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE AND THE EAST RIGHT OF WAY OF SHERRILL AVENUE(50' R/W); THENCE S03°08'16"W ALONG THE SAID EAST RIGHT OF WAY FOR A DISTANCE OF 377.78 FEET; THENCE S79°56'14"W FOR 213.28 FEET; THENCE S04°24'27"W FOR 50.47 FEET; THENCE CONTINUE S04°24'27"W FOR A DISTANCE OF 296.20 FEET; THENCE N75°57'17"W FOR A DISTANCE OF 330.77 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE S19°35'37"W FOR A DISTANCE OF 283.18 FEET TO THE POINT OF BEGINNING.

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.

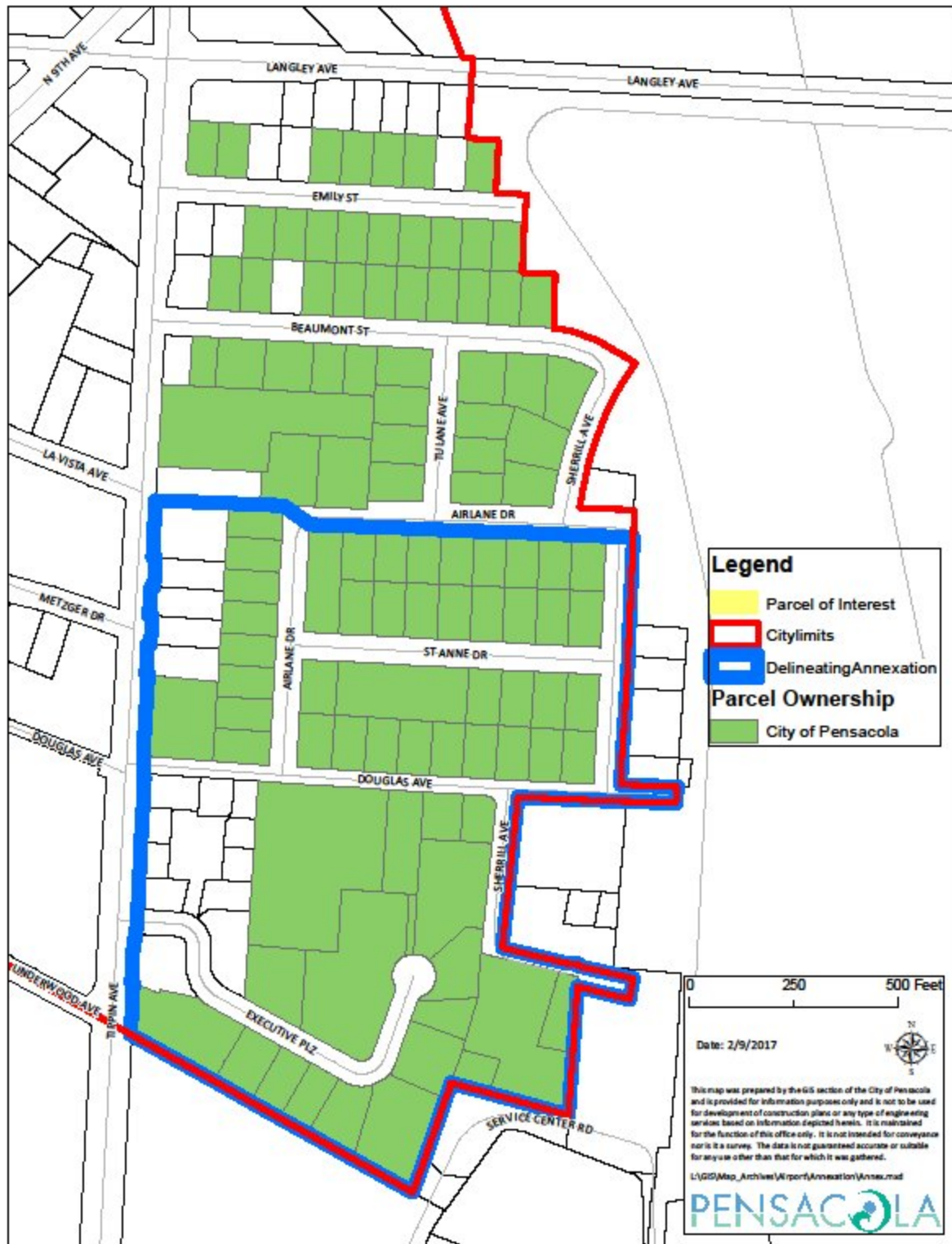
SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: \_\_\_\_\_

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

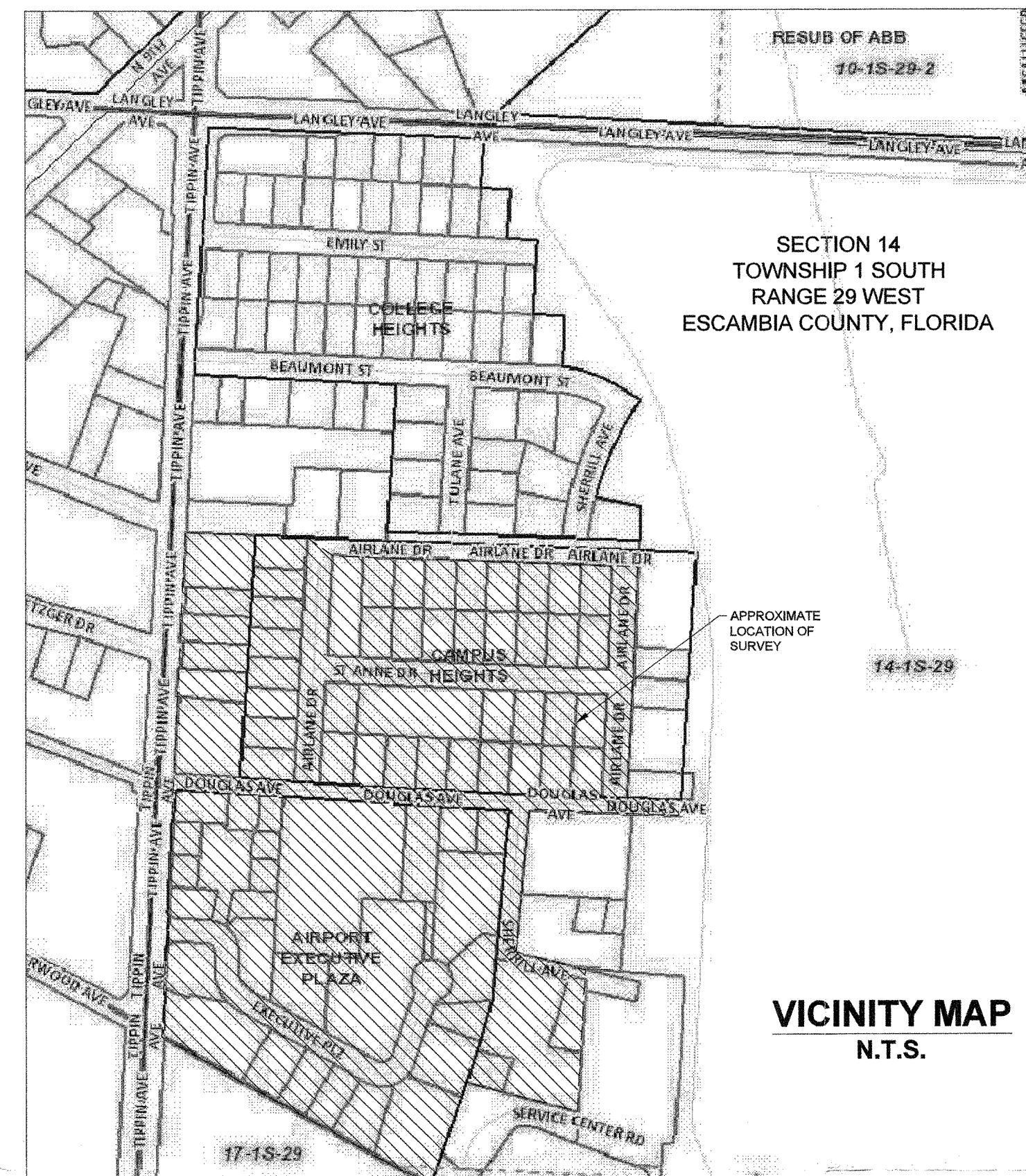
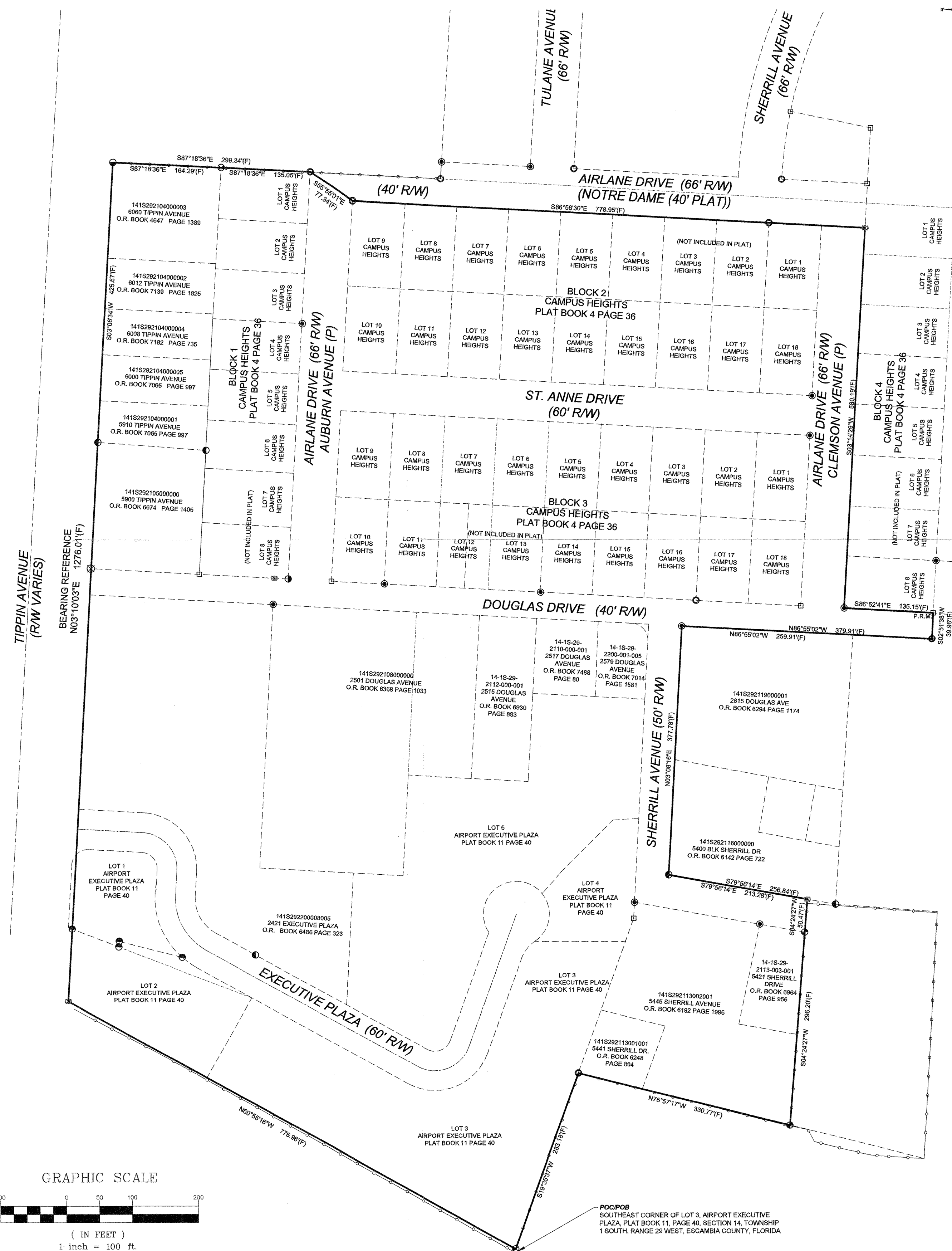
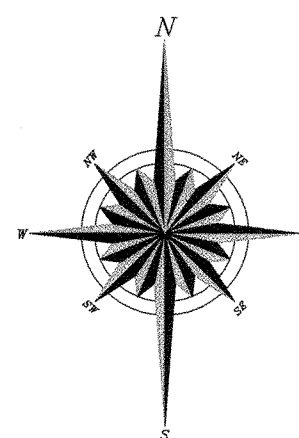
Attest:

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





# CITY OF PENSACOLA PROPOSED CAMPUS HEIGHTS ANNEXATION PHASE I



## NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON FEBRUARY 23, 2017.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
5. BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE AS NORTH 03°10'03" EAST.
6. FENCE LINES ARE EXAGGERATED FOR CLARITY.
7. ENCROACHMENTS ARE AS SHOWN.

## CORNER LEGEND

- ① FND 10" CUT INTO CONCRETE
- ② FND 4" X 4" CONCRETE MONUMENT
- ③ FND IRON PIPE (SIZE INDICATED)
- ④ FND 12" IRON ROD (SIZE INDICATED)
- ⑤ FND CAPPED IRON ROD (ILLEGIBLE)
- ⑥ FND CAPPED IRON ROD #475
- ⑦ FND CAPPED IRON ROD #612
- ⑧ FND CAPPED IRON ROD #679
- ⑨ FND CAPPED IRON ROD #682
- ⑩ FND CAPPED IRON ROD #681
- ⑪ FND CAPPED IRON ROD #7092
- ⑫ FND CAPPED IRON ROD #7174
- ⑬ SET 12" CAPPED IRON ROD #7612

## LEGEND

- (F) FIELD MEASUREMENT
- (P) PLAT MEASUREMENT
- (D) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- (R) RIGHT-OF-WAY
- FND FOUND MONUMENTATION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- O.R. OFFICIAL RECORDS

THE SURVEY SHOWN HEREON IS TRUE AND CORRECT AND IN COMPLIANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*Rob L. Working*  
ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

NOT VALID  
WITHOUT  
RAISED  
SEAL

3/10/17

## SPECIFIC PURPOSE SURVEY

PROPOSED CAMPUS HEIGHTS ANNEXATION PHASE I  
CAMPUS HEIGHTS & EXECUTIVE PLAZA

CITY OF PENSACOLA  
PENSACOLA, FLORIDA 32504

DWG NO. 1 OF 2  
DWN BY AC  
CKD BY RLW  
JOB NO. 1701034  
DATE FEBRUARY 2017

360 Surveying Services, Inc.  
Professional Land Surveyors  
1801 Creighton Road-Pensacola, Florida 32504  
Office: (850) 857-4400





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00175

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSORS:** Ashton J. Hayward, III, Mayor  
City Council President Brian Spencer

**SUBJECT:**

CREATION OF SECTION 8-1-28 OF THE CITY CODE - PROHIBITING SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

**RECOMMENDATION:**

That City Council adopt an ordinance creating Section 8-1-28 of the City Code - Prohibiting solicitation of donations upon public sidewalks and rights-of-way in the Downtown Visitors' District.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has received complaints from members of the public and downtown businesses about the presence of individuals soliciting donations either verbally or by the use of signage. The solicitation of donations obstructs the free flow of pedestrian traffic in the downtown area and it negatively affects residents, visitors and businesses.

The Downtown Improvement Board asked the City to consider a regulation which would protect the public from this nuisance activity, preserve the significant investment of the businesses and the City in the Downtown Improvement District and enhance the experience of the public in the downtown business area.

**PRIOR ACTION:**

Items postponed for April 13<sup>th</sup> meeting

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

2/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

Lysia H. Bowling, City Attorney

**ATTACHMENTS:**

- 1) Letter from John Peacock, DIB Chair, dated February 21, 2017 with Ordinance Boundary Map Attachment
- 2) Proposed Ordinance

**PRESENTATION:** No



February 21, 2017

Hon. Ashton J. Hayward III, Mayor  
Hon. Brian Spencer, City Council President, and  
Mr. Eric Olson, City Administrator  
222 W. Main Street  
Pensacola, FL 32502

RE: Proposed City Ordinance Addressing Soliciting, Begging & Panhandling in  
Downtown Pensacola

Dear Mayor Hayward, President Spencer and Mr. Olson:

This letter is a follow-up to my letter of October 21, 2016 to you and the City Council, as well as a follow-up to a recent meeting between the City's attorneys Ms. Bowling and Mr. Wells and the DIB's Executive Director, Curt Morse. The DIB fully supports the implementation of the above proposed ordinance.

Downtown Pensacola is an essential part of the overall Pensacola tourism experience. Recently we've seen an alarming and consistent increase in the amount of nuisance activity, i.e., soliciting, begging and panhandling, along the streets, in the parks, and along the sidewalks and storefronts in the Downtown Improvement District. This activity adversely impacts tourism, economic development, and diminishes the overall experience of those that visit the area.

As we work to expand the commercial and residential base of the Downtown core of the City, the DIB believes the implementation of this ordinance and eliminating the nuisance activity is vital to providing a safe, pleasant, family friendly environment for all those who own businesses, work, live, dine, shop and otherwise enjoy the Downtown Improvement District. We also see the need to better communicate the availability of outreach services to those in need. As a result, the DIB is formulating a Downtown Ambassador program that will not only serve to assist tourists and other visitors to Downtown with helpful information, it can also serve to connect local services to those in need. This program, along with other clean and safe initiatives, will support growth and help to promote the ongoing prosperity of Downtown.

For your consideration, I am attaching a map of the Downtown Improvement District, which highlights in yellow boundaries which the DIB believes could be reasonably covered by the new ordinance.

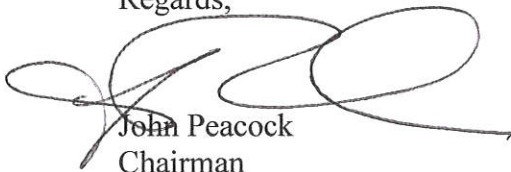


We would ask the City to consider referring to the highlighted area as the "Downtown Visitors District" which would be described as follows:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public area adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

Again, recognizing the importance of the overall tourism experience and the economic development of Downtown Pensacola, the DIB Board asks that you implement a City ordinance that addresses nuisance activity such as soliciting, begging and panhandling in Downtown Pensacola at your earliest convenience. We at the DIB stand ready to assist in this effort in any way we can.

Regards,



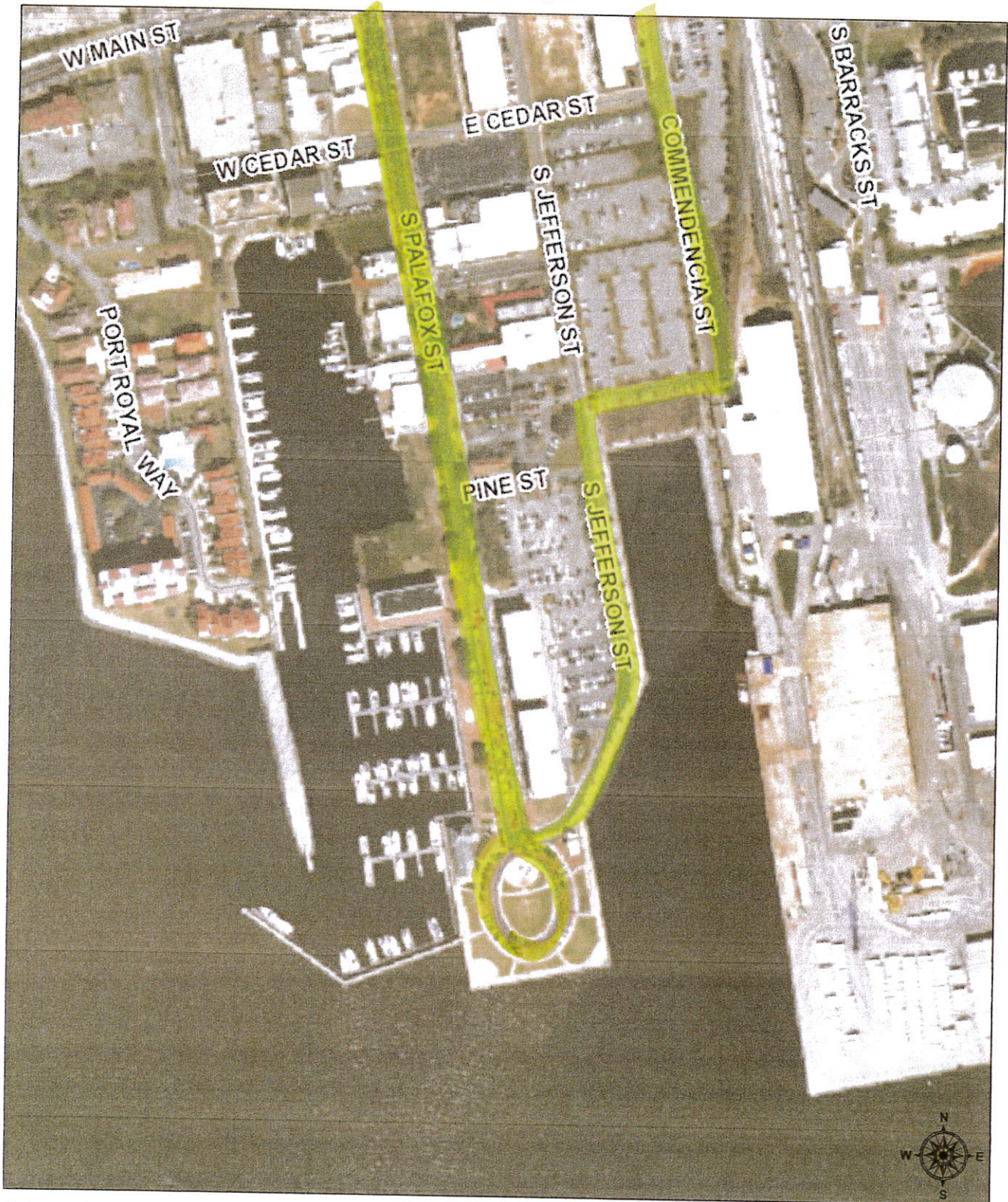
John Peacock  
Chairman  
Downtown Improvement Board of Directors

MJS/CWM

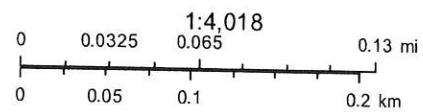








February 23, 2017



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

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

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

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-28 of the Code of the City of Pensacola, Florida, is hereby created to read:

**Sec. 8-1-28. Regulation of Conduct In The Downtown Visitors' District.**

- (1) Legislative Findings. The City Council of the City of Pensacola hereby makes the following legislative findings and declares them to be true and accurate:
- a. The City of Pensacola has substantial governmental interests in promoting and protecting tourism, encouraging the expansion of the City's economic base by attracting and maintaining new investments, creating an attractive infrastructure that encourages quality development and protecting the City's economy.
  - b. The Downtown Visitors' District (defined herein) is located within a geographical area of unique historic and business districts in the City of Pensacola which are nationally and internationally recognized as premier tourist designations.
  - c. Tourism is one of Florida's most important economic industries and the City of Pensacola is one of the preeminent tourist destinations in the Florida Panhandle.
  - d. Over the last 20 years, public and private investment in the Downtown Visitors' District has resulted in the redevelopment and revitalization of the core downtown business district comprised of a multitude of dining and entertainment venues that include restaurants, sidewalk cafes and nightclubs, theaters, museums, cultural centers, City parks and retail establishments where residents, visitors and tourists visit, shop, dine, and attend area events.
  - e. The City of Pensacola has a significant governmental interest in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity.
  - f. Panhandling activities impede public use of the sidewalks and public rights-of-way, and adversely impact tourism in the revitalized Downtown Visitor's District. As well,



these activities threaten the economic vitality as well as the existence of a pleasant, enjoyable, and safe environment in the Downtown Visitors' District.

- g. Panhandlers often disrupt the daily activities that occur at outdoor cafes, restaurants, nightclubs, entertainment venues and other downtown commercial establishments by disrupting business and physically approaching, harassing, or intimidating residents, visitors, and tourists in places where it is difficult or not possible to exercise the right to decline to listen to them or avoid their requests.
- h. Panhandlers also obstruct the sidewalks and rights-of-way located within the Downtown Visitors' District causing pedestrians to step into moving traffic or to come in contact with other pedestrians, thus endangering their safety and the safety of others.
- i. The City of Pensacola and owners of retail establishments as well as residents, visitors and tourist have complained about panhandlers soliciting donations on sidewalks and rights-of-way in the Downtown Visitors' District.
- j. The City of Pensacola recognizes and acknowledges that panhandling is entitled to First Amendment protection and its regulation must be content neutral and narrowly tailored to serve a significant government interest while leaving open alternative channels of communication.
- k. The City of Pensacola has a significant governmental interest in adopting this regulation is to engage in a reasonable, limited, time, place and manner regulation in a manner approved by the courts.
- l. The City of Pensacola finds that there are ample alternative public venues for such expressive activities outside of the Downtown Visitors' District.
- m. The City of Pensacola further finds that without the regulations being adopted in this section of the City Code, the investment in redeveloping the Downtown Visitors' District from a deteriorated partially vacant commercial area into its current vibrant and popular resident, visitor and tourist venue will be jeopardized.
- n. The City of Pensacola finds that this regulation is a content-neutral, narrowly tailored regulation intended to address and curb the problems unique to the subject area and do not unreasonably interfere with constitutionally protected rights.
- o. The regulations set forth in this ordinance are further the City's afore-stated interests and are not intended to prohibit the exercise of a person's protected constitutional rights under the First Amendment.
- p. The City of Pensacola finds that this ordinance furthers the significant governmental interest of the City of Pensacola in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity and will preserve

and enhance the various economic and tourism interests of the City and is in the best interest of the public.

(2) Definitions.

- a. *The Downtown Visitors' District* is hereby defined as the streets, adjacent sidewalks and pedestrian city rights-of-way within the following area:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public areas including sidewalks and rights of way adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia Street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

- b. *Solicitation of donations* means any request made in person on a street, sidewalk or public right-of-way within the Downtown Visitors' District, for an immediate donation of money or other thing of value, including the purchase of an item or service for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is a donation, whether such solicitation is accomplished verbally, passively or through any manner of signage.

(3) Prohibited Conduct. The following conduct is prohibited upon the sidewalks and public rights-of-way within the Downtown Visitors' District:

- a. Solicitation of donations.

(4) Penalties. This sec. 8-1-28 of the Code of the City of Pensacola, Florida, shall be enforced in the manner provided in sec. 7-4-14, pertaining to violations of sec. 7-4-13 of the Code.

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 severable.

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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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

## **Ericka Burnett**

---

**From:** Lysia Bowling  
**Sent:** Wednesday, March 08, 2017 12:16 PM  
**To:** Ashton Hayward; City Council Only  
**Cc:** 'Michael Stebbins'  
**Subject:** LOCAL GOVERNMENTAL REGULATION OF FIRST AMENDMENT ACTIVITIES

Dear Mayor Ashton Hayward, Council President Brian Spencer and Members of City Council:

I am providing the following to assist City Council in its review and consideration of the proposed panhandling ordinance. The ordinance as proposed reflects the current state of the law however this is an area of law that is evolving.

The federal courts have interpreted the First Amendment to allow local governmental regulation of “freedom of speech” only under certain circumstances.

For many years, the courts have held that the act of soliciting donations on public sidewalks and in public parks is fully protected First Amendment activity.

In order for a city or county to regulate First Amendment activity on public sidewalks and rights-of-way, the following conditions must be present:

- The government must have a legitimate, substantial interest in regulating the activity. The courts have found that keeping sidewalks unobstructed so that all can use them, and enticing tourists to visit a particular area are legitimate, substantial interests.
- The regulation must be “content neutral,” meaning that the regulation cannot discriminate between speech that the government allows and speech that the government wants to ban, without a rational and reasonable basis for distinguishing between the two.
- Regulations of First Amendment activities which are not “content neutral” are subjected to a much higher standard of legal justification (“strict scrutiny,” in the parlance of the courts), and they rarely survive judicial scrutiny. In the last few years, the U.S. Supreme Court has rendered several decisions in the areas of sign regulation and sidewalk abortion counselling that have indicated that the Court’s view and definition of “content neutrality” is changing.
- The regulation must be reasonably limited in its time, place and manner of application, leaving open other venues for the First Amendment activity to take place.
- The regulation must be “narrowly tailored” to advance the government’s legitimate interest, or cure the problem that it is directed to. If there is a problem in an identified geographic area, the regulation on First Amendment activity must be limited to that area.

Thank you,

Lysia H. Bowling  
City Attorney  
222 W. Main Street  
Pensacola, Florida 32502



E-mail [lbowling@cityofpensacola.com](mailto:lbowling@cityofpensacola.com)  
(850) 435-1615



For Non-Emergency Citizen Requests, Dial 311 or visit [Pensacola311.com](http://Pensacola311.com)

Notice Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office; instead, contact our office by phone or in writing

March 6, 2017

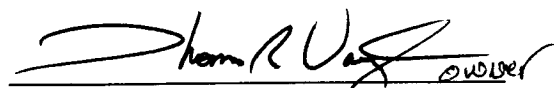
Mayor Ashton Hayward  
City Council of the  
City of Pensacola Florida


Dear Mayor and Council,

We the undersigned business owners, managers, and residents of Palafox Place do hereby request that new ordinances be adopted for Palafox Place regarding the following:

1. To eliminate panhandling on Palafox Place
2. To eliminate loitering for donations on Palafox Place.
3. To require sidewalk "performers" to obtain a city license that will enforce strict behavior as well as time and location limits.

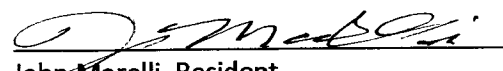
Thank You,

  
Northwestern Mutual Financial Network  
108 Palafox Place

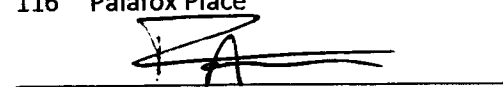
  
Belle Ame Bath and Body  
112 Palafox Place

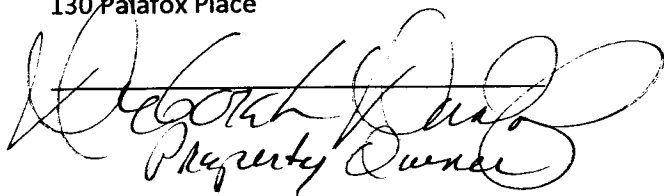
  
Marty Campbell Gallery  
114 Palafox Place

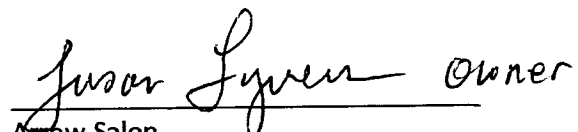
Deborah Dunlap, Resident  
114 ½ Palafox Place


  
John Morelli, Resident  
116 ½ Palafox Place

  
Indigeaux Denim Boutique  
116 Palafox Place

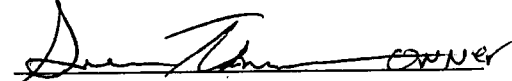
  
Dr. Rohit Amin, Resident  
130 Palafox Place


  
Property Owner

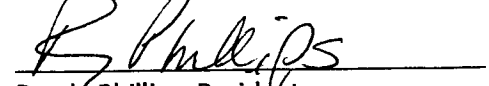
  
Arrow Salon  
120 Palafox Place


  
Gypsy Southern Boutique  
122 Palafox Place

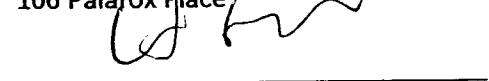
  
Sparkle Children's Boutique  
124 Palafox Place

  
Adonna's Bakery  
126 Palafox Place

  
Urban Objects  
128 Palafox Place

  
Randy Phillips, Resident  
124 Palafox Place

  
Gracie Juijitsu  
106 Palafox Place

  
VINCE SACCO, Resident  
120 Palafox



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 09-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSORS:** Ashton J. Hayward, III, Mayor  
City Council President Brian Spencer

**SUBJECT:**

PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28 OF THE CITY CODE - PROHIBITING SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 09-17 on first reading.

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has received complaints from members of the public and downtown businesses about the presence of individuals soliciting donations either verbally or by the use of signage. The solicitation of donations obstructs the free flow of pedestrian traffic in the downtown area and it negatively affects residents, visitors and businesses.

The Downtown Improvement Board asked the City to consider a regulation which would protect the public from this nuisance activity, preserve the significant investment of the businesses and the City in the Downtown Improvement District and enhance the experience of the public in the downtown business area.

**PRIOR ACTION:**

N/A

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

2/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

Lysia H. Bowling, City Attorney

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 09-17
- 2) Letter from John Peacock, DIB Chairman
- 3) DIB Panhandling Ordinance Boundary Map

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 09-17

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

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-28 of the Code of the City of Pensacola, Florida, is hereby created to read:

Sec. 8-1-28. Regulation of Conduct In The Downtown Visitors' District.

- (1) Legislative Findings. The City Council of the City of Pensacola hereby makes the following legislative findings and declares them to be true and accurate:
- a. The City of Pensacola has substantial governmental interests in promoting and protecting tourism, encouraging the expansion of the City's economic base by attracting and maintaining new investments, creating an attractive infrastructure that encourages quality development and protecting the City's economy.
  - b. The Downtown Visitors' District (defined herein) is located within a geographical area of unique historic and business districts in the City of Pensacola which are nationally and internationally recognized as premier tourist designations.
  - c. Tourism is one of Florida's most important economic industries and the City of Pensacola is one of the preeminent tourist destinations in the Florida Panhandle.
  - d. Over the last 20 years, public and private investment in the Downtown Visitors' District has resulted in the redevelopment and revitalization of the core downtown business district comprised of a multitude of dining and entertainment venues that include restaurants, sidewalk cafes and nightclubs, theaters, museums, cultural centers, City parks and retail establishments where residents, visitors and tourists visit, shop, dine, and attend area events.
  - e. The City of Pensacola has a significant governmental interest in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity.
  - f. Panhandling activities impede public use of the sidewalks and public rights-of-way, and adversely impact tourism in the revitalized Downtown Visitor's District. As well,

these activities threaten the economic vitality as well as the existence of a pleasant, enjoyable, and safe environment in the Downtown Visitors' District.

- g. Panhandlers often disrupt the daily activities that occur at outdoor cafes, restaurants, nightclubs, entertainment venues and other downtown commercial establishments by disrupting business and physically approaching, harassing, or intimidating residents, visitors, and tourists in places where it is difficult or not possible to exercise the right to decline to listen to them or avoid their requests.
- h. Panhandlers also obstruct the sidewalks and rights-of-way located within the Downtown Visitors' District causing pedestrians to step into moving traffic or to come in contact with other pedestrians, thus endangering their safety and the safety of others.
- i. The City of Pensacola and owners of retail establishments as well as residents, visitors and tourist have complained about panhandlers soliciting donations on sidewalks and rights-of-way in the Downtown Visitors' District.
- j. The City of Pensacola recognizes and acknowledges that panhandling is entitled to First Amendment protection and its regulation must be content neutral and narrowly tailored to serve a significant government interest while leaving open alternative channels of communication.
- k. The City of Pensacola has a significant governmental interest in adopting this regulation is to engage in a reasonable, limited, time, place and manner regulation in a manner approved by the courts.
- l. The City of Pensacola finds that there are ample alternative public venues for such expressive activities outside of the Downtown Visitors' District.
- m. The City of Pensacola further finds that without the regulations being adopted in this section of the City Code, the investment in redeveloping the Downtown Visitors' District from a deteriorated partially vacant commercial area into its current vibrant and popular resident, visitor and tourist venue will be jeopardized.
- n. The City of Pensacola finds that this regulation is a content-neutral, narrowly tailored regulation intended to address and curb the problems unique to the subject area and do not unreasonably interfere with constitutionally protected rights.
- o. The regulations set forth in this ordinance are further the City's afore-stated interests and are not intended to prohibit the exercise of a person's protected constitutional rights under the First Amendment.
- p. The City of Pensacola finds that this ordinance furthers the significant governmental interest of the City of Pensacola in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity and will preserve

and enhance the various economic and tourism interests of the City and is in the best interest of the public.

(2) Definitions.

- a. The Downtown Visitors' District is hereby defined as the streets, adjacent sidewalks and pedestrian city rights-of-way within the following area:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public areas including sidewalks and rights of way adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia Street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

- b. Solicitation of donations means any request made in person on a street, sidewalk or public right-of-way within the Downtown Visitors' District, for an immediate donation of money or other thing of value, including the purchase of an item or service for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is a donation, whether such solicitation is accomplished verbally, passively or through any manner of signage. Solicitation of donations made in connection with fundraising events held by or on behalf of charitable organizations for which a special event permit has been obtained shall not be unlawful under this provision.

(3) Prohibited Conduct. The following conduct is prohibited upon the sidewalks and public rights-of-way within the Downtown Visitors' District:

- a. Solicitation of donations.

(4) Penalties. This sec. 8-1-28 of the Code of the City of Pensacola, Florida, shall be enforced in the following manner:

- a. A law enforcement officer may issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a violation of section 8-1-28.
- b. A citation issued by a law enforcement officer shall be in a form prescribed by the mayor and shall contain:

1. The date and time of issuance.
  2. The name and address of the person to whom the citation is issued.
  3. The date and time the violation of section 8-1-28 was committed.
  4. The facts constituting reasonable cause.
  5. The name and badge number of the law enforcement officer.
  6. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
  7. The applicable civil penalty if the person elects to contest the citation.
  8. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, such person shall be deemed to have waived the right to contest the citation and that, in such case, judgment may be entered for an amount up to the maximum civil penalty.
- c. The following civil penalty citation schedules will apply if the person cited elects not to contest a citation and the civil penalties which will apply if such person elects to contest a citation:
1. For those persons not contesting a citation:
    - (a) First citation, fifty dollars (\$50.00).
    - (b) Second citation, one hundred dollars (\$100.00).
    - (c) Third citation, two hundred dollars (\$200.00).
    - (d) Fourth and all additional citations, four hundred dollars (\$400.00).
  2. For those persons contesting a citation, the county court may impose a fine within the court's discretion up to a maximum of five hundred dollars (\$500.00).
- d. After issuing a citation to an alleged violator, a law enforcement officer shall deposit the original citation and one copy of the citation with the county court.
- e. An officer issuing a citation under this section may elect to contact community outreach services, such as United Way's "2-1-1" service, in order to determine whether a referral can be made or services offered to assist the individual cited. In the event the officer is unable to contact community outreach services at the time of the officer's contact with the person accused of violating this article, the officer may supply the person with information sufficient for the person to make such contact at a later time.

~~(4) Penalties. This sec. 8 1 28 of the Code of the City of Pensacola, Florida, shall be enforced in the manner provided in sec. 7 4 14, pertaining to violations of sec. 7 4 13 of the Code.~~

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 severable.



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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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

February 21, 2017

Hon. Ashton J. Hayward III, Mayor  
Hon. Brian Spencer, City Council President, and  
Mr. Eric Olson, City Administrator  
222 W. Main Street  
Pensacola, FL 32502

RE: Proposed City Ordinance Addressing Soliciting, Begging & Panhandling in  
Downtown Pensacola

Dear Mayor Hayward, President Spencer and Mr. Olson:

This letter is a follow-up to my letter of October 21, 2016 to you and the City Council, as well as a follow-up to a recent meeting between the City's attorneys Ms. Bowling and Mr. Wells and the DIB's Executive Director, Curt Morse. The DIB fully supports the implementation of the above proposed ordinance.

Downtown Pensacola is an essential part of the overall Pensacola tourism experience. Recently we've seen an alarming and consistent increase in the amount of nuisance activity, i.e., soliciting, begging and panhandling, along the streets, in the parks, and along the sidewalks and storefronts in the Downtown Improvement District. This activity adversely impacts tourism, economic development, and diminishes the overall experience of those that visit the area.

As we work to expand the commercial and residential base of the Downtown core of the City, the DIB believes the implementation of this ordinance and eliminating the nuisance activity is vital to providing a safe, pleasant, family friendly environment for all those who own businesses, work, live, dine, shop and otherwise enjoy the Downtown Improvement District. We also see the need to better communicate the availability of outreach services to those in need. As a result, the DIB is formulating a Downtown Ambassador program that will not only serve to assist tourists and other visitors to Downtown with helpful information, it can also serve to connect local services to those in need. This program, along with other clean and safe initiatives, will support growth and help to promote the ongoing prosperity of Downtown.

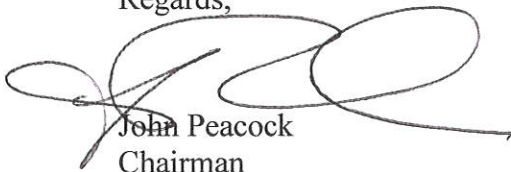
For your consideration, I am attaching a map of the Downtown Improvement District, which highlights in yellow boundaries which the DIB believes could be reasonably covered by the new ordinance.

We would ask the City to consider referring to the highlighted area as the "Downtown Visitors District" which would be described as follows:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public area adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

Again, recognizing the importance of the overall tourism experience and the economic development of Downtown Pensacola, the DIB Board asks that you implement a City ordinance that addresses nuisance activity such as soliciting, begging and panhandling in Downtown Pensacola at your earliest convenience. We at the DIB stand ready to assist in this effort in any way we can.

Regards,



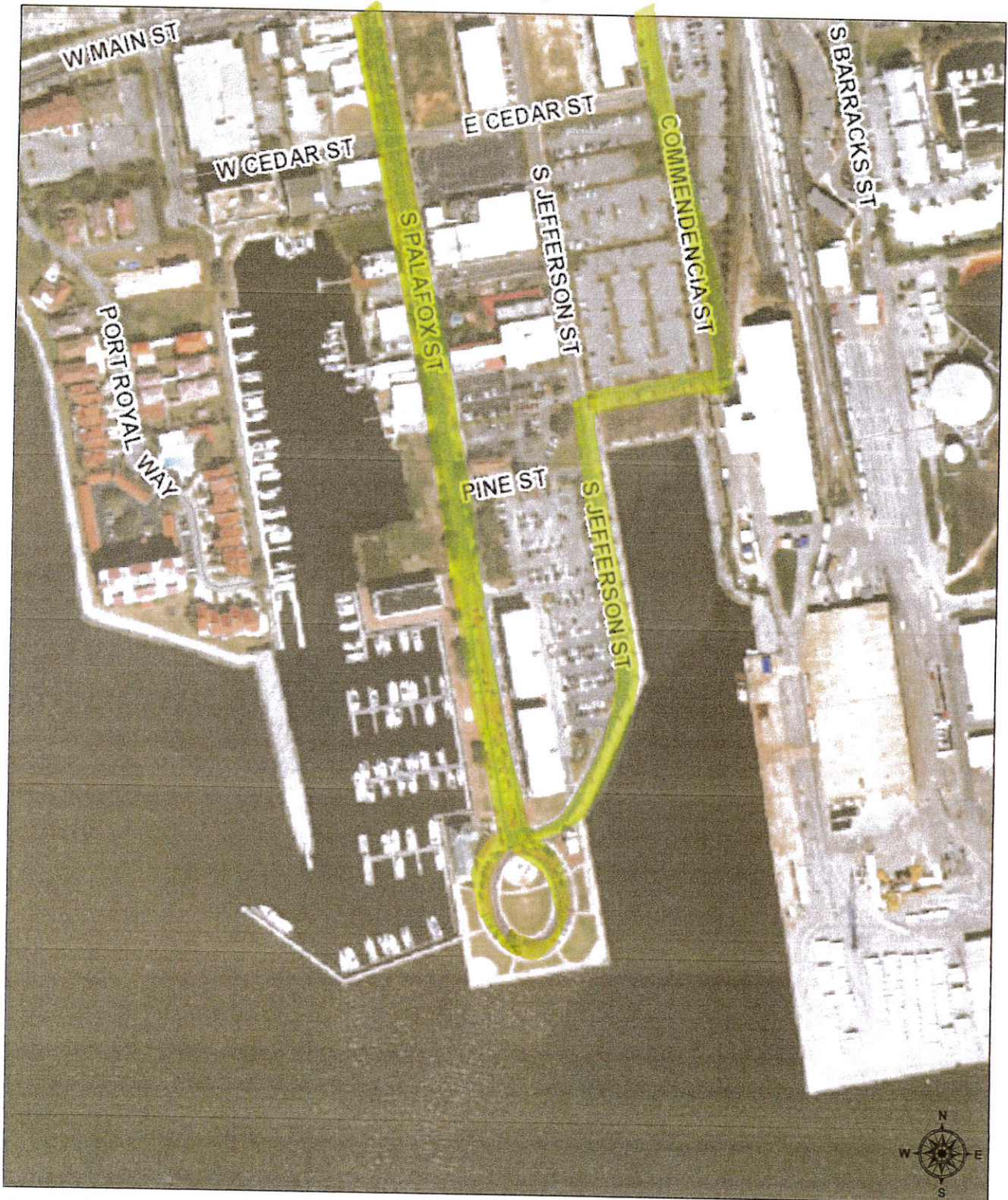
John Peacock  
Chairman  
Downtown Improvement Board of Directors

MJS/CWM

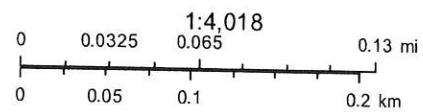








February 23, 2017



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 17-00227

City Council

4/13/2017

### LEGISLATIVE ACTION ITEM

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PENSACOLA ENERGY - AWARD OF BID #17-012, NATURAL GAS PIPELINE CONSTRUCTION WEST PENSACOLA LOW PRESSURE AREA UPGRADES

**RECOMMENDATION:**

That City Council award Bid #17-012 Natural Gas Pipeline Construction to R.A.W. Construction, LLC., the lowest and most responsible bidder in the amount of \$2,477,265 for seven (7) natural gas infrastructure replacement projects, \$581,835 for the miscellaneous work option as outlined in the bid specifications plus a 10% contingency of \$305,910 for a total amount of \$3,365,010 for a period of one year. Further, that City Council approve the supplemental budget resolution appropriating the additional amount needed from the Florida Gas System Revenue Note, Series 2016. Finally, that City 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 January 30, 2017 for a contract to replace aging natural gas pipelines (infrastructure replacement). Two (2) vendors responded to the City's invitation to bid. Pricing for seven (7) projects was included in the bid packages to be awarded over the one year period. The second bidder, Big Sky Underground's bid was declared non-responsive for failure to have proper licensing in place at the time of the bid opening, as required by the bid documents. Therefore, R.A.W. Construction, LLC was the lowest and most responsible bidder.

The contract also provides for miscellaneous outside work in addition to the specified work orders. 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.

Project #1-Greenwood Park	Replace 14,550 LF	\$378,065
Project #2-North Blackshear	Replace 15,800 LF	\$362,155
Project #3-Lakeview Phase I	Replace 20,200 LF	\$451,720
Project #4-Lakeview Phase II	Replace 11,200 LF	\$224,348

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Project #5-South Blackshear	Replace 15,400 LF	\$326,040
Project #6-Lakeview Phase III	Replace 9,850 LF	\$263,587
Project #7-Bayview Park Area	Replace 16,000 LF	\$471,350
Total Award		\$ 2,477,265

**PRIOR ACTION:**

On November 29, 2016, City Council approved a resolution authorizing \$7,302,400 in financing for the acquisition and construction of certain capital improvements to the natural gas system including cast iron replacement in the west and central portions of the city, bare steel main replacement in various system locations, and the construction of main in new subdivisions. This A.O.B. is for cast iron main replacement in the East Hill area at a cost of \$3,365,900.

**FUNDING:**

Budget: \$3,365,900

Actual: \$2,477,265 Construction Contract  
581,835 Miscellaneous Work Option  
305,910 10% Contingency

Total: \$3,365,010

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the funding in the Gas Utility Fund from the Florida Gas System Revenue Note, Series 2016.

**CITY ATTORNEY REVIEW:** Yes

3/27/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Don J. Suarez, Pensacola Energy Director

**ATTACHMENTS:**

- 1) Bid Tabulation - Bid No. 17-012
- 2) Final Vendor Reference List - Bid No. 17-012
- 3) Supplemental Budget Resolution
- 4) Supplemental Budget Explanation

**PRESENTATION:** No



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TABULATION OF BIDS

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BID NO: 17-012

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

OPENING DATE: January 30, 2017 OPENING TIME: 2:30 P.M.	BIG SKY UNDERGROUND, LLC	R. A. W. CONSTRUCTION, LLC
DEPARTMENT: Pensacola Energy	Pensacola, FL	Tallahassee, FL
Project 1-Greenwood Park	\$296,930.00	\$378,065.00
Project 2-North Blackshear	\$315,420.00	\$362,155.00
Project 3-Lakeview Phase I	\$400,235.00	\$451,720.00
Project 4-Lakeview Phase II	\$215,910.00	\$224,347.50
Project 5-South Blackshear	\$292,470.00	\$326,040.00
Project 6-Lakeview Phase III	\$219,155.00	\$263,587.50
Project 7-Bayview Park Area	\$385,675.00	\$471,350.00
<b>Total Bid</b>	Non-Responsive	\$2,477,265.00
M/WBE Goal: 3% M/WBE Participation	4.6%	3.2%
Attended Prebid	Yes	Yes

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**TABULATION OF BIDS**

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BID NO: 17-012

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OPENING DATE: January 30, 2017 OPENING TIME: 2:30 P.M.	BIG SKY UNDERGROUND, LLC	R. A. W. CONSTRUCTION, LLC
DEPARTMENT: Pensacola Energy	Pensacola, FL	Tallahassee, FL

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

Vendor	Name	Address	City	St	Zip Code	M/WBE
44957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
070400	BIG SKY UNDERGROUND LLC	2172 W NINE MILE ROAD	PENSACOLA	FL	32534	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
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	N
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	N
070401	CHAMPION CLEANING SPECIALISTS INC	8391 BLUE ASH RD	CINCINNATI	OH	45236	N
027092	CHAMPION CONTRACTORS INC	505 NORTH FERDON BLVD	CRESTVIEW	FL	32536	N
042045	CHAUVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
032038	EVANS CONTRACTING INC	289 NOWAK RD	CANTONMENT	FL	32533	N
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	N
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	N
049240	J MILLER CONSTRUCTION INC	201 SOUTH "F" STREET	PENSACOLA	FL	32501	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
055564	L & L BACKFLOW INC DBA L & L UTILITIES INC	115 MCLAUGHLIN ROAD	MILTON	FL	32570	N
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	N
058801	M & H CONSTRUCTION SERVICES INC	4782 MALLARD CREEK ROAD	PENSACOLA	FL	32526	N
060514	MASTEC NORTH AMERICA INC	209 ART BRYAN DRIVE	ASHEBORO	NC	27203	N
058839	MILLER PIPELINE LLC	1853 RELIABLE PARKWAY	CHICAGO	IL	60686	N
022368	MOTES, MIKE DBA MIKE MOTES CONSTRUCTION INC	4164 HUCKLEBERRY FINN ROAD	MILTON	FL	32583	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N
064219	P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	1560 KYLE DRIVE	PENSACOLA	FL	32505	N
002720	PANHANDLE GRADING & PAVING INC	2665 SOLO DOS FAMILIAF	PENSACOLA	FL	32534	N
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
049117	R A W CONSTRUCTION LLC	710 LEWIS BLVD SOUTH	TALLAHASSEE	FL	32305	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
062120	R ROESE CONTRACTING CO INC	2674 SOUTH HURON ROAD	KAWKAWLIN	MI	48631	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
021834	RANDALL CHAUVERS SEPTIC TANK INC DBA R & L PRODUCTS	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
070483	REV CONSTRUCTION	2201 11TH STREET	TUSCALOOSA	AL	35401	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N

Opening Date: 01/30/17

Bid No.: 17-012

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

Vendor	Name	Address	City	St	Zip Code	M/WBE
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	N
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501	N
054319	SMITH INDUSTRIAL SERVICE INC	2001 WEST I-65 SVC RD N	MOBILE	AL	36618	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
062121	T B LANDMARK CONSTRUCTION INC	11220 NEW BERLIN ROAD	JACKSONVILLE	FL	32226	N
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE INC	213 EAST YONGE STREET	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
022290	VICTOR A WALKER DBA V A WALKER GENERAL CONTRACTOR	10235 LILLIAN HIGHWAY	PENSACOLA	FL	32506	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
004751	W R JOHNSON INC	PO BOX 2250	PENSACOLA	FL	32513	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N

Vendors: 62

**RESOLUTION  
NO.   -**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; 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. GAS UTILITY FUND**

To:	Fund Balance	3,365,900
As Reads	Personal Services	8,949,500
To:		
Reads	Personal Services	9,116,900
As Reads	Operating Expenses	38,390,952
To:		
Reads	Operating Expenses	41,589,452

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**  
**APRIL 2017 - PENSACOLA ENERGY BOND EXPLANATION**

FUND	AMOUNT	DESCRIPTION
<b>GAS UTILITY FUND</b>		
Fund Balance	<u>3,365,900</u>	Increase appropriated fund balance
Appropriations		
Personal Services	167,400	Increase appropriation for Personal Services
Operating Expenses	<u>3,198,500</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>3,365,900</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-20

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-20 - PENSACOLA ENERGY - AWARD OF BID #17-012, NATURAL GAS PIPELINE CONSTRUCTION WEST PENSACOLA LOW PRESSURE AREA UPGRADES

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 17-20

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Sealed bids were received January 30, 2017 for a contract to replace aging natural gas pipelines (infrastructure replacement). Two (2) vendors responded to the City's invitation to bid. Pricing for seven (7) projects was included in the bid packages to be awarded over the one year period. The second bidder, Big Sky Underground's bid was declared non-responsive for failure to have proper licensing in place at the time of the bid opening, as required by the bid documents. Therefore, R.A.W. Construction, LLC was the lowest and most responsible bidder.

The contract also provides for miscellaneous outside work in addition to the specified work orders. 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.

Project #1-Greenwood Park	Replace 14,550 LF	\$378,065
Project #2-North Blackshear	Replace 15,800 LF	\$362,155
Project #3-Lakeview Phase I	Replace 20,200 LF	\$451,720
Project #4-Lakeview Phase II	Replace 11,200 LF	\$224,348
Project #5-South Blackshear	Replace 15,400 LF	\$326,040
Project #6-Lakeview Phase III	Replace 9,850 LF	\$263,587

Project #7-Bayveiw Park Area	Replace 16,000 LF	\$471,350
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Total Award	\$ 2,477,265
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**PRIOR ACTION:**

November 29, 2016 - City Council approved a resolution authorizing \$7,302,400 in financing for the acquisition and construction of certain capital improvements to the natural gas system including cast iron replacement in the west and central portions of the city, bare steel main replacement in various system locations, and the construction of main in new subdivisions. This A.O.B. is for cast iron main replacement in the East Hill area at a cost of \$3,365,900.

**FUNDING:**

Budget: \$3,365,900

Actual: \$2,477,265 Construction Contract  
581,835 Miscellaneous Work Option  
305,910 10% Contingency

Total: \$3,365,010

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate funding for the project and is available in the Gas Utility Fund from the Florida Gas System Revenue Note, Series 2016.

**CITY ATTORNEY REVIEW:** Yes

3/27/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Don J. Suarez, Pensacola Energy Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No 17-20
- 2) Supplemental Budget Explanation

**PRESENTATION:** No



**RESOLUTION  
NO.   -**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; 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. GAS UTILITY FUND**

To:	Fund Balance	3,365,900
As Reads	Personal Services	8,949,500
To:		
Reads	Personal Services	9,116,900
As Reads	Operating Expenses	38,390,952
To:		
Reads	Operating Expenses	41,589,452

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**  
**APRIL 2017 - PENSACOLA ENERGY BOND EXPLANATION**

FUND	AMOUNT	DESCRIPTION
<b>GAS UTILITY FUND</b>		
Fund Balance	<u>3,365,900</u>	Increase appropriated fund balance
Appropriations		
Personal Services	167,400	Increase appropriation for Personal Services
Operating Expenses	<u>3,198,500</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>3,365,900</u>	



## Memorandum

**File #:** 12-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Brian Spencer

**SUBJECT:**

PROPOSED ORDINANCE NO. 12-17 - AMENDING SECTION 6-2-3 OF THE CITY CODE--PARKS AND RECREATION BOARD - DUTIES

**RECOMMENDATION:**

That City Council approve Proposed Ordinance 12-17 on first reading.

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD - DUTIES; TO PROVIDE FOR THE INCLUSION WITHIN THE DUTIES LANGUAGE STATING, "AND RECREATIONAL ACTIVITIES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Chapter 6-2 of the City Code covers the Parks and Recreation Board. Section 6-2-3 - Duties, covers the duties of the Parks and Recreation Board. Currently the duties read as follows:

The parks and recreation board shall advise and make recommendations to the City Council, and shall advise the Mayor's Office via the director of neighborhood services on matters concerning the establishment, maintenance and operation of parks within the city. The Board shall provide input on master plan updates and improvements, and policy development for use of recreational facilities.

The Parks and Recreation Board is requesting Council consideration by adding "and recreational activities" to the list of duties so that it would read:

The parks and recreation board shall advise and make recommendations to the City Council, and shall advise the Mayor's Office via the director of neighborhood services on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. The Board shall provide input on master plan updates and improvements, and policy development for use of recreational facilities.

Currently, the Board is somewhat restricted by the list of duties in providing input into recreational activities; since recreation is a portion of the Board title, it seems appropriate to permit their ability to make recommendations on recreational activities.

**PRIOR ACTION:**

February 11, 2010, City Council adopted Ordinance No. 6-10  
August 22, 2013, City Council adopted Ordinance No. 21-13

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 12-17
- 2) March 16, 2017 Parks and Recreation Board Minutes

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 12-17

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD - DUTIES; TO PROVIDE FOR THE INCLUSION WITHIN THE DUTIES LANGUAGE STATING, "AND RECREATIONAL ACTIVITIES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 6-2-3 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 6-2-1. - Establishment; composition; compensation; terms of office; vacancies and removal.

There is hereby established a parks and recreation board of the city. This board shall consist of nine (9) persons serving without pay who shall be appointed by the council. The term of office shall be for three (3) years or until their successors are appointed and qualified. Vacancies in the board occurring otherwise than by expiration of term shall be filled by the council for the unexpired term.

It is the expressed intent of this city to recognize the importance of balance in the appointment of minority and nonminority persons to membership on the parks and recreation board and to promote that balance through the provisions of this section.

For purposes of this Code Section, "minority person" means:

- (a) An African American; that is, a person having origins in any of the racial groups of the African Diaspora.
- (b) A Hispanic American; that is, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
- (c) An Asian American; that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.

- (d) A Native American; that is, a person who has origins in any of the Indian Tribes of North America prior to 1835.
- (e) An American woman.

In addition, the city recognizes the importance of including persons with physical disabilities on this board. Furthermore, it is recognized that the parks and recreation board plays a vital role in shaping public policy for the city, and the selection of the best-qualified candidates is the paramount obligation.

In appointing members to the parks and recreation board, the council should select, from among the best-qualified persons, those persons whose appointment would ensure that the membership of the board accurately reflects the proportion that minority persons represent in the population of the city as a whole, unless the law regulating such appointment requires otherwise, or minority persons cannot be recruited. If the size of the board precludes an accurate representation of minority persons, appointments should be made which conform to the requirements of this section insofar as possible.

Each board member serves at the pleasure of city council and may be removed at any time with reasonable cause or by recommendation by the parks and recreation board. Any board member missing three (3) consecutive board meetings or five (5) board meetings over the course of a calendar year shall forfeit their membership on the board. Absences may be excused by the chair.

Sec. 6-2-2. - Election of officers; adoption of rules and regulations.

Immediately after the appointment of the parks and recreation board, it shall meet and organize by electing one (1) of the members chairman and other officers as may be necessary. The board shall have the power to adopt bylaws, rules and regulations for the proper conduct of public recreation for the city.

Sec. 6-2-3. - Duties.

The parks and recreation board shall advise and make recommendations to the city council, and shall advise the mayor's office via the director of neighborhood services on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities.

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

5. **NEW BUSINESS.** Director Cooper mentioned that all of the boards of the City have a focus and a charge. The Bicycle Advisory and downtown bike racks are outside the scope of this board. Currently the duties as defined by the City Code read “The parks and recreation board shall advise and make recommendations to the city council, and shall advise the mayor’s office via the director of neighborhood services [Parks and Recreation] on matters concerning the establishment, maintenance and operation of parks within the city. . . .” This greatly limits the scope of the board to strictly parks, and does not allow for us to make recommendations on recreational activities.

Board member Hicks recommended that we could increase our scope with just a minor wording adjustment as follows: “The parks and recreation board shall advise and make recommendations to the city council, and shall advise the mayor’s office via the director of neighborhood services [Parks and Recreation] on matters concerning the establishment, maintenance and operation of parks **and recreational activities** within the city. . . .”

After discussion board member Forte made a motion that we make the changes recommended by board member Hicks. Board member Voeltz seconded the motion and mentioned that this will better reflect the name of the board. We would like to have this brought to the April City Council meeting. The motion passed unanimously.





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 13-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Brian Spencer

**SUBJECT:**

PROPOSED ORDINANCE NO. 13-17 - AMENDING SECTION 8-3 OF THE CITY CODE - CREATING SECTION 8-3-4 NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL

**RECOMMENDATION:**

That City Council approve Proposed Ordinance 13-17 on first Reading.

AN ORDINANCE AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFFENSES UPON WATERS; CREATING SECTION 8-3-4 TO PROVIDE FOR A NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola received a request from Marina Management Corp. at Palafox Pier and Yacht Harbour that a "No Wake Zone" be established along designated areas of Pensacola Bay due to the heavy usage by craft of various sizes. Creation of a "No Wake Zone" in these designated areas would provide for increased public safety as well as a reduction in damage to piers, other improvements and the shoreline itself.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 13-17
- 2) Proposed NoWake Zone

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 13-17

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFFENSES UPON WATERS; CREATING SECTION 8-3-4 TO PROVIDE FOR A NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL; PROVIDING FOR SEVERABILITY; REPEALING \_\_\_\_\_ CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-3-4 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 8-3-4. – No-wake zone – Portion of waters located in Pensacola Bay.

That portion of the waters north of the Harbor Channel adjacent to the red buoy marker known as "PMT2" located in Pensacola Bay to the entrance of Palafox Pier basin and from the west end of the Port of Pensacola to the west end of the Harbor Channel; including Seville Harbor, Commendencia Slip, Palafox Marina / Baylen Slip, Spring Street Slip and Bruce Beach Cove are hereby designated as a no wake zone and shall be posted in accordance with applicable regulations of the State of Florida Department of Natural Resources relating to uniform waterway markers.

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

0 0.1 0.2 Miles

Date: 4/4/2017



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map\_Archives\City\_Administrator\NoWake\NoWake.mxd

**PENSACOLA**

**Bruce Beach Cove**

**Spring St Slip**

**Baylen Slips Marina**

**Yacht Harbour Marina & Palafox Pier**

**Commendencia Slip**

**Seville Harbour**



**Proposed No Wake Zone**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00228

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor  
Council Member Jewel Cannada-Wynn

**SUBJECT:**

RETURN CONVEYANCE OF MORRIS COURT PARK TO THE AREA HOUSING COMMISSION

**RECOMMENDATION:**

That City Council authorize the Mayor to execute all documents necessary to return the property located at North "J" and West Lloyd Streets, known as Morris Court Park, to the Area Housing Commission for use as planned affordable housing.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On June 27, 1990, the Area Housing Commission (AHC) granted conveyance of the referenced property to the City of Pensacola for use as a park. This conveyance had the express condition that the grantee and its successors and assigns shall forever keep and use the property as a playground area for children. If the grantee did not continue use as a park, the property would revert to the Grantor (AHC).

On September 16, 2016, the AHC's Executive Director sent a letter to the City expressing interest in expanding low income apartment rental opportunities on the property for seniors and people with special needs. The Commission stated it was "very much interested in receiving ownership of the property."

The University of West Florida (UWF) conducted a Parks Needs Assessment and issued its report on December 1, 2016. The assessment found that, given its current resources, the City's parks system is overbuilt to an unsustainable level. Based on that finding, the UWF report recommended that the City strategically reduce the number of parks and amenities it maintains and improve service by consolidating resources into regional parks.

The park's perimeter fence will be left in place and AHC will be assume responsibility for all future maintenance of the fence and grounds. Equipment that is salvageable will be reused in existing City parks. Equipment that is not salvageable will be disposed.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The reduction of park inventory will result in an undetermined decrease in maintenance expenditures within the General Fund.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Keith Wilkins, Assistant City Administrator

**ATTACHMENTS:**

- 1) Deed of Realty dated June 27, 1990
- 2) Area Housing Commission Letter to Keith Wilkins, dated September 16, 2016
- 3) Map, Morris Court Park

**PRESENTATION:** No



13+2  
Dae  
55 pd

Prepared by:  
J. Lofton Westmoreland  
MOORE, HILL & WESTMORELAND  
Post Office Box 1792  
Pensacola, Florida 32598

Parcel ID #: 15-1952-000  
Grantee S.S.#:  
Grantee S.S.#: 59-6000-406

DA 800 2930PG 175

DEED OF REALTY

STATE OF FLORIDA

COUNTY OF ESCAMBIA

D.S. PD. \$ .55

DATE 10-31-90

JOE A. FLOWERS, COMPTROLLER

BY: James A. Walker, D.C.

CERT. REG. #59-2043328-27-01

THIS DEED made the 27th day of June, 1990, by AREA HOUSING COMMISSION, a public body corporate and politic, as successor to the Pensacola Housing Authority, hereinafter called the Grantor (whether singular or plural), to the CITY OF PENSACOLA, a municipal corporation, whose post office address is 12910, Pensacola, FL 32521-0031, hereinafter called the Grantees (whether singular or plural):

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Escambia County, Florida, to-wit:

Beginning at an existing concrete monument being the Southeast corner of Block 91, West King Tract, according to map of the City of Pensacola copyrighted by Thomas C. Watson; said point also being on the North right-of-way line of Brainerd Street (55' R/W) and the West right-of-way line of "J" Street (50' R/W); thence North along the East line of said Block 91 and the West right-of-way line of said "J" Street (50' R.W) a distance of 383.50 feet; thence deflect 98 degrees 16 minutes 17 seconds left a distance of 96.43 feet; thence deflect 82 degrees 54 minutes 10 seconds left a distance of 36.19 feet; thence deflect 89 degrees 32 minutes 29 seconds right a distance of 82.81 feet; thence deflect 04 degrees 46 minutes 46 seconds left a distance of 168.13 feet; thence deflect 93 degrees 57 minutes 29 seconds left a distance of 232.70 feet; thence deflect 08 degrees 30 minutes 39 seconds right a distance of 82.01 feet to the Southwest corner of said Block 91, West King Tract, said point also being on the North right-of-way line of said Brainerd Street (55' R/W); thence deflect 87 degrees 51 minutes 52 seconds left along the South line of said Block 91 and said North right-of-way line a distance of 300.00 feet to the POINT OF BEGINNING. Containing 2.486 acres more or less. All lying and being in Sections 28 and 29, Township 2 South, Range 30 West, Escambia County, Florida.

TITLE TO THE ABOVE DESCRIBED PROPERTY HAS NEITHER BEEN EXAMINED NOR APPROVED BY THE PREPARER HEREOF.

IT IS AN EXPRESS CONDITION OF THIS CONVEYANCE THAT Grantee and its successors and assigns shall forever keep and use the property as a playground area for children and shall not use the property for any other purpose without the written consent of Grantor or its successors or assigns. If Grantee shall fail to comply with this condition, Grantor and its successors and assigns may at anytime thereafter serve on Grantee a notice in writing specifying the default and directing Grantee or its successors and assigns to remedy such default. Should Grantee thereafter for a period of 30 days (time being of the essence of this provision) fail fully and entirely to remedy such breach or default, then a notice in writing may be served on Grantee by



Grantor, notifying Grantee that Grantor elects that the title to the whole of the conveyed premises shall revert to Grantor. Thereupon, the title to the whole of such premises shall immediately and without the necessity of any further action on the part of Grantor revert to and revest in Grantor, and Grantee shall lose and forfeit all of its rights, title, and interest in and to the whole of the conveyed premises and to the improvements and fixtures which may have been placed thereon, and Grantor shall have the right of re-entry to the conveyed premises. Evidence of such election may be recorded in the Public Records by an Affidavit by Grantor to the effect that it has served a notice pursuant to this provision, and that Grantor has elected to demand reversion of the premises.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.

Zoning and other governmental regulations.

Taxes and assessments for 1990 and subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee, except as above noted that, at the time of delivery of this Deed, the premises were free from all encumbrances made by it and that it will warrant and defend the same against the lawful claims and demands of all other persons claiming by, through, or under it, but against none other.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

AREA HOUSING COMMISSION, a public  
body corporate and politic

BY: Guanita L. Tomblin  
its Chairperson

ATTEST:

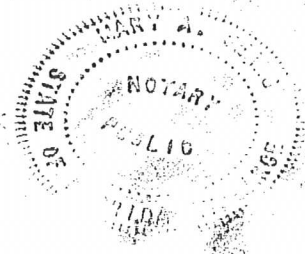
Joseph M. [Signature]  
its Secretary

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Before the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County, personally appeared Guanita L. Tomblin and Joseph M. [Signature], known to me to be the individuals described by said names and who executed the foregoing instrument, and to be the Chairperson and Secretary, respectively, of AREA HOUSING COMMISSION, a public body corporate and politic, and acknowledged and declared that they as officers of the said commission, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this 27<sup>th</sup> of June, 1990.



Mary A. Seaman  
NOTARY PUBLIC  
My Commission Expires: 3-26-90

NOTARY PUBLIC  
MARY A. SEAMAN  
3-26-90

OCT 31 3 55 PM '90

FILED AND  
THE PUBLIC  
ESCAM

836808



# area housing commission

*serving the pensacola-escambia community*  
post office box 18370 • pensacola, florida 32523-8370  
telephone 850-438-8561  
fax 850-438-1743  
TDD 850-438-8563  
Florida Relay 711



**September 16, 2016**

**Keith Wilkins  
Office of the Mayor  
Assistant City Administrator**

**Dear Mr. Wilkins:**

**Per our phone conversation of September 15, 2016, and my previous meeting with Pensacola City Council District 7 Jewel Canada-Wynn referring to the City Park located on J and Lloyd St. Area Housing Commission is very much interested in receiving ownership of the aforementioned property.**

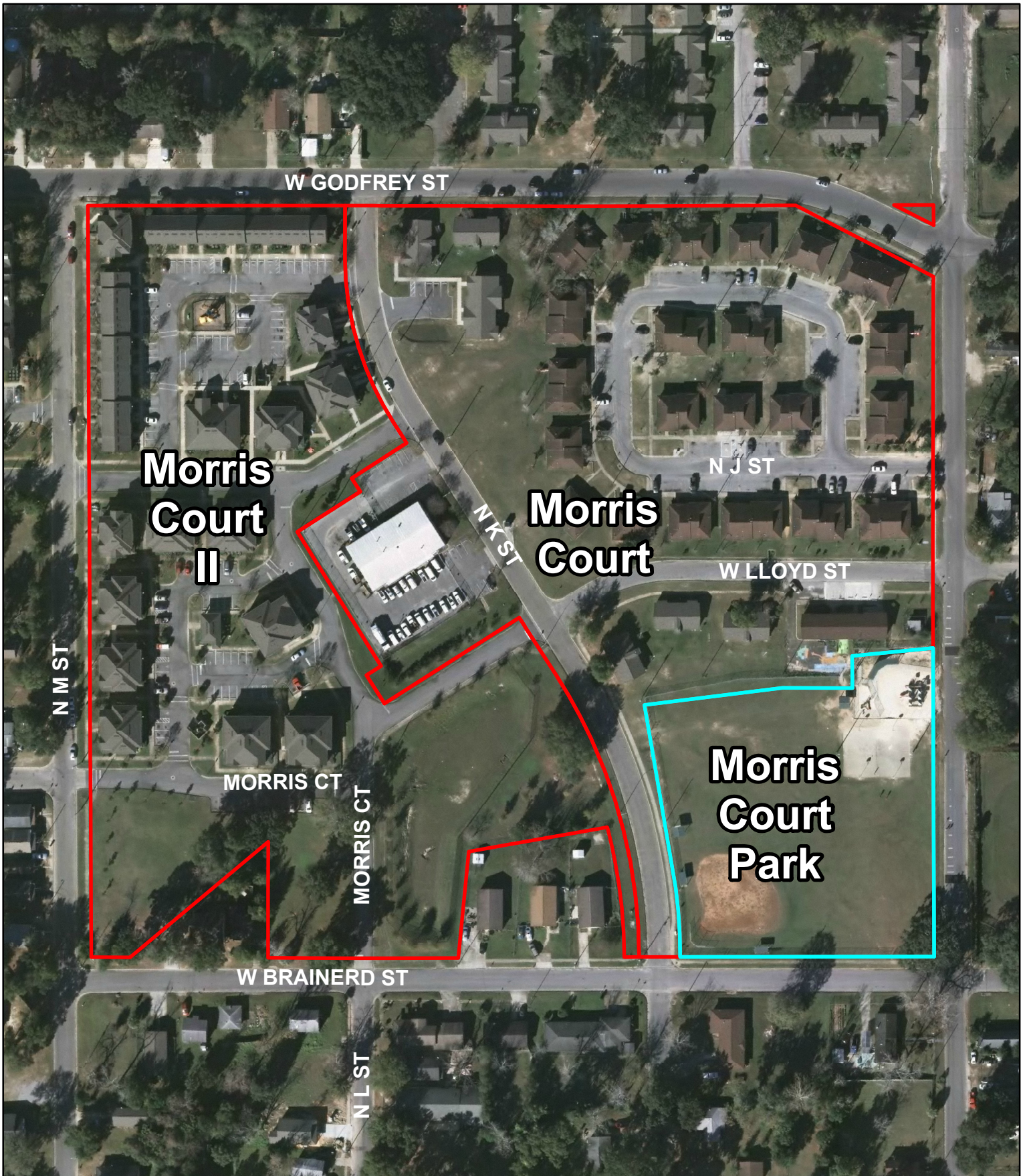
**AHC's interest for this property is to develop the property into one bedroom residential units to accommodate a wide range of affordable, low-income apartment rental opportunities. This new development housing services will be available for seniors, and people with special needs, including those with developmental and physical disabilities. One of AHC's missions is to partner with local governmental agencies in support of our residents with the resources they need to be good neighbors and members of a greater community.**

**Cc: Council, Jewel Cannada-Wynn**

**Regards,**

**Dr. Abe Singh, Executive Director**





Date:  
3/28/2017

## Morris Court Park

0 100 200 400 Feet



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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## Memorandum

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**File #:** 17-00251

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

REIMBURSEMENT TO CDBG FUND - PURCHASE OF 113 NORTH "C" STREET (FORMER BLOUNT SCHOOL PROPERTY)

**RECOMMENDATION:**

That City Council approve reimbursing the CDBG Fund \$295,937 based on CDBG program requirements for the purchase of the property located at 113 North "C" Street (former Blount School). Further that City Council approve the supplemental budget resolution appropriating funding for the reimbursement.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In September 2011, City Council approved the purchase of the former Blount School property located at 113 North "C" Street using Community Development Block Grant (CDBG) funds with the intention of removing dilapidated structures from the property to provide for future development opportunities in the Westside Community Redevelopment Area. In Fiscal Year 2012, with the assistance of CDBG funds from Escambia County, the two dilapidated buildings were demolished removing slum and blight on the property.

Since CDBG funds were used to purchase and improve the former Blount School property, the use of the property is dictated by CDBG program requirements as outlined in the U.S. Code of Federal Regulations Title 24, Housing and Urban Development. In order to remove the CDBG program requirements from any proposed future use of the former Blount School property, the CDBG Fund must be reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds used for the acquisition of and improvements to the property. This CDBG program requirement applies to any expenditure of CDBG funds in excess of \$25,000 used to acquire or improve property.

In January 2017, City Council declared as surplus the former Blount School property located at 113 North "C" Street and authorized the Mayor to dispose of the property through a request for proposals. The City recently received an appraisal report valuing the property at \$305,000. During acquisition and improvement of the property, the City expended \$9,063 of non-CDBG funds on the property. Therefore, in accordance with CDBG program requirements, the CDBG Fund must be reimbursed in the amount of the current fair market value of the property (\$305,000), less any portion of the value attributable to expenditures of non-CDBG funds used for

the acquisition of and improvements to the property (\$9,063) for a total amount of \$295,937 to be remitted to the CDBG program for use on other eligible projects.

**PRIOR ACTION:**

September 8, 2011 - City Council approved acquisition of the property located at 113 North “C” Street (former Blount School property).

March 22, 2012 - City Council approved the Interlocal Agreement with Escambia County providing for the CDBG assisted demolition/clearance of the former Blount School property.

June 14, 2015 - City Council approved the award of bid for the demolition/clearance of the former Blount School property.

January 12, 2017 - City Council approved declaring as surplus the property located at 113 North “C” Street (former Blount School property) and authorized the Mayor to dispose of the property through a Request for Proposals.

**FUNDING:**

Budget: \$295,937

Actual: \$295,937

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate funding for the reimbursement to the CDBG Fund for the purchase of the former Blount School.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Keith Wilkins, Assistant City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Marcie, Whitaker, Housing Administrator

**ATTACHMENTS:**

- 1) Appraisal Report 113 North “C” Street dated March 3, 2017
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Explanation

**PRESENTATION:** No



**APPRAISAL REPORT**

**OF A**

**VACANT RESIDENTIAL LAND PARCEL**

**LOCATED AT**

**113 NORTH C STREET  
PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32502**

**EXCLUSIVELY FOR**

**CITY OF PENSACOLA**

**CLIENT PURCHASE ORDER NUMBER: 0075553**

**AS OF**

**MARCH 3, 2017**

**BY**

**CHARLES C. SHERRILL, JR., MAI  
STATE - CERTIFIED GENERAL APPRAISER #RZ1665**

**410 EAST GOVERNMENT STREET**

**PENSACOLA, FLORIDA  
32502**



## **APPRAISAL REPORT**

*The subject property consists of a vacant residential land parcel that is located at 113 North C Street in Pensacola, Florida. The land tract represents the site of the former W. A. Blount Junior High School as the former public school improvements have been demolished and removed. The client is considering the sale of the property at a yet-undetermined price.*

*The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.*

*The subject is a vacant residential land parcel with no improvements that is not encumbered by any leases. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.*

*This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.*

**CLIENT:**

City of Pensacola  
Attention: Mr. George J. Maiberger  
Purchasing Manager  
222 West Main Street  
Pensacola, Florida 32502

**APPRAISER:** Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665  
Sherrill Appraisal Company  
410 East Government Street  
Pensacola, FL 32502

**APPRAISAL FILE NUMBER:** N217-0097

**CLIENT PURCHASE ORDER NO.:** 0075553

**PROPERTY LOCATION:** 113 North C Street, Pensacola, Escambia County,  
Florida 32502

**PROPERTY TYPE:** Vacant Residential Land Parcel

**REPORTED PROPERTY OWNER:** City of Pensacola

**TAX ACCOUNT NUMBER:** 15-2475-000

**PARCEL IDENTIFICATION NO.:** 00-0S-00-9080-001-018

**CURRENT PROPERTY  
TAX ASSESSMENT:** \$201,400; There are no unpaid property taxes as the  
current owner is exempt from real estate taxation  
based upon its governmental status.

**LEGAL DESCRIPTIONS:** Legal descriptions of the subject property obtained  
from the Escambia County Property Appraiser's  
Office and a warranty deed are presented in the  
addendum of this appraisal report.

**ZONING CLASSIFICATION:** R-1A; One and Two Family Residential

**TYPE AND DEFINITION OF VALUE:** The purpose of this appraisal is to provide the  
appraiser's best estimate of the market value of the  
subject real property as of the effective date. Market  
value is defined under 12 U.S.C. 1818, 1819 and  
title XI of the Financial Institutions Reform,  
Recovery, and Enforcement Act of 1989  
("FIRREA") as well as the Office of the  
Comptroller of the Currency, as "the most probable  
price which a property should bring in a competitive  
and open market under all conditions requisite to a  
fair sale, the buyer and seller each acting prudently  
and knowledgeably, and assuming the price is not  
affected by undue stimulus". Implicit in this  
definition is the consummation of a sale as of a  
specified date and the passing of title from seller to  
buyer under conditions whereby:

**TYPE AND DEFINITION OF  
VALUE (CONTINUED):**

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**INTENDED USER OF  
APPRAISAL REPORT:**

City of Pensacola, Planning Services Division; No other party is entitled to rely upon this report without written consent of the appraiser.

**INTENDED USE OF REPORT:**

For the sole purpose of assisting the client, City of Pensacola, Planning Services Division, in internal business decisions concerning the possible sale of the subject property.

**OWNERSHIP INTERESTS VALUED:**

Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

**DATE OF PROPERTY INSPECTION:** March 3, 2017

**EFFECTIVE DATE OF VALUE:** March 3, 2017

**DATE OF APPRAISAL REPORT:** March 10, 2017

**FINAL ESTIMATE OF VALUE:** \$305,000 (Value as is/unimproved, subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report).

## **SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:**

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject property and gathered information from the subject's neighborhood or similar competitive neighborhoods in the local area on comparable land sales. This information was applied in the Sales Comparison Approach to value the subject property as vacant.

This narrative appraisal report is the result of these processes. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

## **DESCRIPTION OF REAL ESTATE APPRAISED:**

**Location Description:** Known as the "City of Five Flags," Pensacola is the western-most city in the panhandle of Florida. Pensacola, the county seat, is located in the extreme southern portion of Escambia County. Escambia County encompasses 661 square miles of land and an additional 64,000 acres of waterways. Escambia County has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola.

According to recent (2015) statistics from the U. S. Census Bureau, there are 311,003 residents in Escambia County, which ranked 20th in county population in Florida. Escambia County's population increased at a rate of 4.5 percent in the previous 5 years, and this gradual increase is anticipated for the near-term future. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The area has a current unemployment rate of 5.1 percent, which is slightly higher than that is indicated by the state and national averages (4.9 percent and 4.6 percent, respectively).

The quality of life afforded by the mild climate and abundant recreational activities and rich history and culture is an added feature that attracts new industries to the area. The availability of office and manufacturing facilities and an educated workforce give Escambia County the ideal catalyst for future growth and prosperity. Overall, the area's moderate anticipated population growth, diversified work force, and abundance of recreational activities provide for a relatively stable near-term outlook for this metropolitan area.

**Neighborhood Description:** The subject property is located in the city limits along the periphery of the Pensacola Downtown Central Business District. This immediate vicinity is comprised of a mixed residential and commercial area. The subject neighborhood boundaries are generally defined as West Cervantes Street on the north, Palafox Street on the east, Pensacola Bay on the south, and North E Street on the west. Land uses in the general area include retail establishments, offices, restaurants, banks, auto service garages, apartments, residences, warehouses, churches, motels, condominiums, lounges, and courthouses. Overall, the neighborhood is convenient to Pensacola Bay, Downtown Pensacola, churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser.

**Summary of Local Residential Market:** After a number of years of steady growth in the local residential market (as well as other sectors), the health of the market weakened during 2006 to 2011. Demand for residential housing declined in the local market during that time period due to weakened economic conditions which resulted in an oversupply of inventory. The net result of this market weakness was an increase in vacancy rates, a decline in rental rates and values, an increase in property foreclosures, and extended marketing periods. However, the market began to stabilize in late 2011, and it has gradually increased in the past few years. It is concluded that the local market, as well as the subject property, should continue this slight improvement trend in the foreseeable future.

**Property Description:** The subject property represents an entire city block as it is bound by North C, North D, West Gregory, and West Chase Streets. The property is situated adjacent to numerous residential properties. The subject parcel is rectangular in shape. The site has 384 feet of frontage on the west side of North C Street, 384 feet of frontage on the east side of North D street, 300 feet of frontage of the north side of West Chase Street, and 300 feet of frontage on the south side of West Gregory Street. According to the Escambia County Property Appraiser's Office, the property contains 2.65 acres. These equate by calculation to a land area of 115,434 square feet.

The property is fairly level and appears to have satisfactory drainage. The public utilities available to the site are considered to be adequate. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map #12033C0390G).

All of the subject's fronting roads are two-laned roadways in front of the subject. Overall access and visibility of the property are concluded to be adequate.

The property is zoned R-1A; Single-Family Residential Medium Density under the zoning ordinances of the City of Pensacola. Specific uses that are permitted within this classification generally include single-family detached dwellings and their customary accessory structures and uses, residential duplexes, schools, churches, home occupations, and municipally owned parks. There are other uses which require conditional approval for usage including bed and breakfasts, and childcare facilities. Additionally, certain front, side, and rear yard setbacks are required. The minimum lot size for single-family detached residences within this zoning district is 3,500 square feet, and the maximum building density is 17.4 units per acre. These equate to a total of 32 units ( $115,434 \text{ square feet} / 3,500 \text{ square feet} = 32.9$ , rounded) and 46 units ( $2.65 \text{ acres} \times 17.4 \text{ units/acre} = 46.1$ , rounded), respectively, for the subject parcel. However, the subject parcel is currently platted as 30 individual lots with an average size of 3,848 square feet. The property has a Future Land Use Classification of MDR.

## **SALES HISTORY OF SUBJECT PROPERTY:**

According to the public records, the subject property was acquired by the current owner (City of Pensacola) in September of 2011. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. The subject client is considering the possible sale of the property at a yet-undetermined price.

## **HIGHEST AND BEST USE:**

Highest and best use may be defined as “The reasonable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” The first determination (highest and best use of land as though vacant) reflects the fact that the land value is derived from potential land use. The second determination (highest and best use of property as improved) refers to the optimum use that could be made of the property considering the existing structures, when applicable. The analysis of the highest and best use of the subject property as vacant is presented below.

**Highest and best use as vacant.** The legally permissible uses of the subject site include single-family detached dwellings and their customary accessory structures and uses, residential duplexes, schools, churches, home occupations, and municipally owned parks. These land uses are generally compatible with other property types in the subject neighborhood. The potential for a zoning change appears to be unlikely.

The subject is comprised of a 2.65-acre land parcel with adequate shape, frontage on four paved roads, and level topography. There are generally no physical limitations on developable alternatives of the subject such that each of the legally permissible uses are physically possible. Based upon the size and physical characteristics, the zoning, the neighborhood and local market conditions, and the location of the subject parcel, a multiple-lot residential use is concluded to be financially feasible. Additionally, the maximally productive and highest and best use of the subject site as vacant is concluded to be a multiple-lot residential use.

## **APPRAISAL PROCESS:**

The three traditional approaches to estimate the value of the income-producing properties are the Cost Approach, the Sales Comparison Approach (formerly called the Market Approach), and the Income Capitalization Approach. All three approaches are based upon the basic principle of substitution, which affirms that a prudent buyer will not pay more for a property than the cost of an equally desirable site plus the cost to construct a similar building (Cost Approach), the cost to acquire a competing property which is equal in desirability and utility (Sales Comparison Approach), or the cost to acquire a substitute income stream of equal quantity, quality, and durability (Income Capitalization Approach).

Based upon the subject property’s being comprised of a vacant land parcel, the Cost and Income Capitalization Approaches were not considered to be appropriate for this valuation. Accordingly, the appraiser did not perform these two particular approaches to value the subject property. The subject property is a vacant commercial land parcel with no structures or long-term leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Lastly, this appraisal process is concluded to be adequate based upon the intended use of this appraisal. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

## SUMMARY OF LAND VALUATION ANALYSIS:

A summary of the data pertaining to vacant land sales considered to be similar to the subject is presented below. Detailed information pertaining to each of these comparables, aerial photographs and site plans, and a location map are presented at the conclusion of this appraisal report. It should be noted that the search for comparables was expanded to include the sale of smaller land parcels within commercial zoning districts given the lack of recent sales of similar residential land parcels in the local area.

COMP. RECORD NO.	NO.	LOCATION	DATE OF SALE	SALE PRICE	ACRES	PRICE/ ACRE
1	7606	2322 North E Street	12/08/16	\$52,900	0.77	\$68,701.30
2	7603	3808 Mobile Highway	06/09/16	\$275,000	3.09	\$88,996.76
3	7427	2301 West Navy Boulevard	11/20/15	\$240,000	2.33	\$103,004.29
4	7654	220 North Devilliers Street	03/15/16	\$211,100	0.93	\$226,989.25

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 0.77 to 3.09 acres, which is generally smaller than the size of the subject. All are suitable for a variety of commercial and residential types of uses. Each is located throughout the general subject area. These comparables range in price from \$52,900 to \$275,000, which equates to a broad unit price of \$68,701 to \$226,989 per acre.

Various price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, land size, shape, access/road frontage, topography, utilities availability, and zoning when compared to the subject. A summary of the varying characteristics of the comparables, relative to the subject, and related price adjustments is presented below.

### Property Rights Conveyed

All of the comparables involve transactions which conveyed fee simple title in the respective properties. This is consistent with that of the subject, so no price adjustments were considered necessary for this element of comparison.

### Atypical Financing Terms

Each comparable consisted of a purchase arrangement of cash to the seller or financing equivalent to market terms. Since the appraisal of the subject property is based upon cash or its equivalent terms, no price adjustment was made for this feature.



### Conditions of Sale

All of the comparables are concluded to be based upon arm's length transaction without undue duress or influence. Accordingly, no price adjustments were deemed necessary for conditions of sale.

### Market Conditions (Time)

The comparable sales were transacted between November, 2015 and December, 2016. When compared to the subject, small upward unit price adjustments were considered to be necessary to all but Comparable No. 1 to account for the slightly improved local market conditions that have occurred since these sales were transacted.

### Location

Each of the comparables is considered to have locational attributes that are dissimilar to the subject. Accordingly, varying unit price adjustments were made to all of the comparables for location when compared to the subject. The largest of these adjustments were made to Comparable Nos. 1 and 2 based upon their highly inferior locations on North E Street and Mobile Highway, respectively.

### Land Size

The land sizes of the comparables range from 0.77 to 3.09 acres. When compared to the 2.65-acre size of the subject, downward unit price adjustments were made to Comparable Nos. 1 and 4 for this characteristic in this analysis.

### Shape of Parcel

The parcel shapes of all but Comparable No. 3 were concluded to be generally similar to that of the subject. However, the shape of Comparable No. 3 was deemed to be slightly inferior to that of the subject. Accordingly, a small upward unit price adjustment was concluded to be necessary to this comparable for this element of comparison.

### Access/Road Frontage

Based upon the subject's frontage on four roads, the access/road frontage of each of the comparables was deemed to be inferior to that of the subject. Accordingly, upward adjustments were made to all of the comparables based upon their inferior road frontage.

### Topography

No price adjustments were considered necessary to the comparables based upon their having similar topographies.

### Utilities Availability

The availability of utilities to each of the comparables was deemed to be generally similar to that of the subject. Accordingly, no price adjustments were concluded necessary for this element of comparison.

### Zoning

The zoning classifications of each comparable were considered to be superior to the R-1A district of the subject. Accordingly, downward unit price adjustments were made to all of the comparables for zoning.

After the above adjustments were made to the unit prices of the comparables, the indicated value range for the subject is \$79,006 to \$140,279 per acre. However, all but one reflect the upper end of this adjusted unit price range. It should be noted that this indicated value range is the result of substantial price adjustments that were considered appropriate based upon the highly differing physical characteristics of the comparable properties when compared to the subject.

In placing equal weight on each of the sales, a unit value towards the middle to upper end of the above range is concluded to be appropriate for the subject. Therefore, a value of \$115,000 per acre is estimated for this valuation. This concluded unit value is well-bracketed by the unadjusted unit price range of the comparables, which is considered to be reasonable based upon property characteristics and current market conditions.

The estimated value of the subject property from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

$$\begin{array}{rclclcl} 2.65 \text{ ACRES} & \times & \$115,000/\text{ACRE} & = & \$304,750 \\ & & \text{ROUNDED:} & & \underline{\underline{\$305,000}} \end{array}$$

The above total land value estimate equates to \$2.64 per square foot of land area. Although it exceeds the total sales price range of \$52,900 to \$275,000 that is indicated by the above comparables, it is concluded to be reasonable based primarily upon the generally smaller size of the comparables, relative to the subject property. Furthermore, it equates to \$10,167 per platted home site, which is considered to be reasonable based upon the shape/configuration and extensive road frontage of the subject parcel.

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**SUMMARY OF LAND SALES ADJUSTMENTS**

	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	7606	7603	7427	7654
Total Sales Price	\$52,900	\$275,000	\$240,000	\$211,100
Land Size (Acres)	0.77	3.09	2.33	0.93
Price Per Acre	\$68,701.30	\$88,996.76	\$103,004.29	\$226,989.25
<u>Price Adjustments</u>				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	\$68,701.30	\$88,996.76	\$103,004.29	\$226,989.25
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	\$68,701.30	\$88,996.76	\$103,004.29	\$226,989.25
Conditions of Sale	0%	0%	0%	0%
Adjusted Unit Price	\$68,701.30	\$88,996.76	\$103,004.29	\$226,989.25
Market Conditions (Time)	0%	2%	3%	3%
Adjusted Unit Price	\$68,701.30	\$90,776.70	\$106,094.42	\$233,798.92
<u>Adjustments- Physical Characteristics</u>				
Location	25%	25%	20%	-25%
Size of Land	-10%	--	--	-10%
Shape of Parcel	--	--	5%	--
Access/Road Frontage	10%	15%	10%	5%
Topography	--	--	--	--
Easements/Developability	--	--	--	--
Utilities Availability	--	--	--	--
Zoning	-10%	-10%	-10%	-10%
Other Features	--	--	--	--
Cumulative Adjustments	15%	30%	25%	-40%
Adjusted Price Per Acre	\$79,006.49	\$118,009.71	\$132,618.03	\$140,279.35

## **RECONCILIATION AND VALUE CONCLUSION:**

For this valuation of the subject vacant land parcel, only the Sales Comparison Approach was performed. In doing so, the market value of the fee simple title in the subject property as of March 3, 2017, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$305,000. **As mentioned, this appraisal was prepared for the exclusive use of City of Pensacola.**

Exposure time is defined by USPAP as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The previously-presented comparable sales were on the market between 17 to 1,464 days (0.6 to 48.8 months) before being sold. Based upon the subject's property type, overall characteristics, and concluded marketability, its estimated exposure time is concluded to have been approximately 6 to 12 months. Similarly, the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is projected to be approximately 6 to 12 months.

Attached are assumptions and limiting conditions of this appraisal, the certification of the appraiser, a copy of the appraiser's state certification, subject photographs, location maps, a legal description, a warranty deed of the subject property, a plot plan, a site plan, an aerial photograph, a flood zone map, zoning maps, comparable land sales summary sheets, site plans and aerial photographs, a comparable land sales location map, and the appraiser's professional qualifications.

## **ASSUMPTIONS AND LIMITING CONDITIONS:**

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.
2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.
3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
4. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.
5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

6. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover such conditions.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made by the appraiser for the purpose of this report.
13. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **City of Pensacola** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
21. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client and not to subsequent users of the appraisal.
22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
23. The appraiser certifies that he has no debt relationship with **City of Pensacola**.



24. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.
25. This valuation is contingent upon a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.

**EXTRAORDINARY APPRAISAL ASSUMPTIONS:**

There are no extraordinary assumptions of this appraisal.

**HYPOTHETICAL CONDITIONS OF THE APPRAISAL:**

There are no hypothetical conditions of this appraisal.

## **CERTIFICATION OF THE APPRAISER**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property (as vacant land) that is the subject of this appraisal report.
- I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. I conclude that I have no conflict of interest in performing this appraisal assignment for the client.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs for designated members of the Appraisal Institute, and of the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.

A handwritten signature in blue ink, appearing to read "Charles C. Sherrill, Jr.", followed by a stylized flourish.

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Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665



# State of Florida

Department of Business & Professional Regulation  
2601 BLAIR STONE ROAD  
TALLAHASSEE, FL 32399-0783

10/13/2016

SHERRILL, CHARLES C JR PA  
410 E GOVERNMENT ST  
PENSACOLA, FL 32502

## ***LICENSURE CERTIFICATION***

For Florida Licensee: SHERRILL, CHARLES C JR PA

License Number: RZ1665

License Type: Certified General Appraiser

Current License Status: Current, Active

Date of License Expiration: 11/30/2018

Date of Initial License: 01/25/1993

### EDUCATION:

Licensee has met minimal Real Estate Certified General Appraiser criteria for education.

### EXPERIENCE:

Licensee has met minimal Real Estate Certified General Appraiser criteria for experience.

### EXAMINATION:

Licensee has successfully completed a Real Estate Certified General Appraiser approved examination.  
General Appraiser Exam - General Appraiser Exam: 01/25/1993

Verify license status and discipline online at

<https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=9d1cba358650509cbb6a0e1c8a3cc33d>

Juana Watkins  
Director  
Florida Department of Business and Professional Regulation  
Florida Division of Real Estate  
Florida Real Estate Appraisal Board



**PHOTOGRAPHS OF SUBJECT PROPERTY**



Front View of Subject Property (From North C Street)



View of Subject Property From West Chase Street

**PHOTOGRAPHS OF SUBJECT PROPERTY**

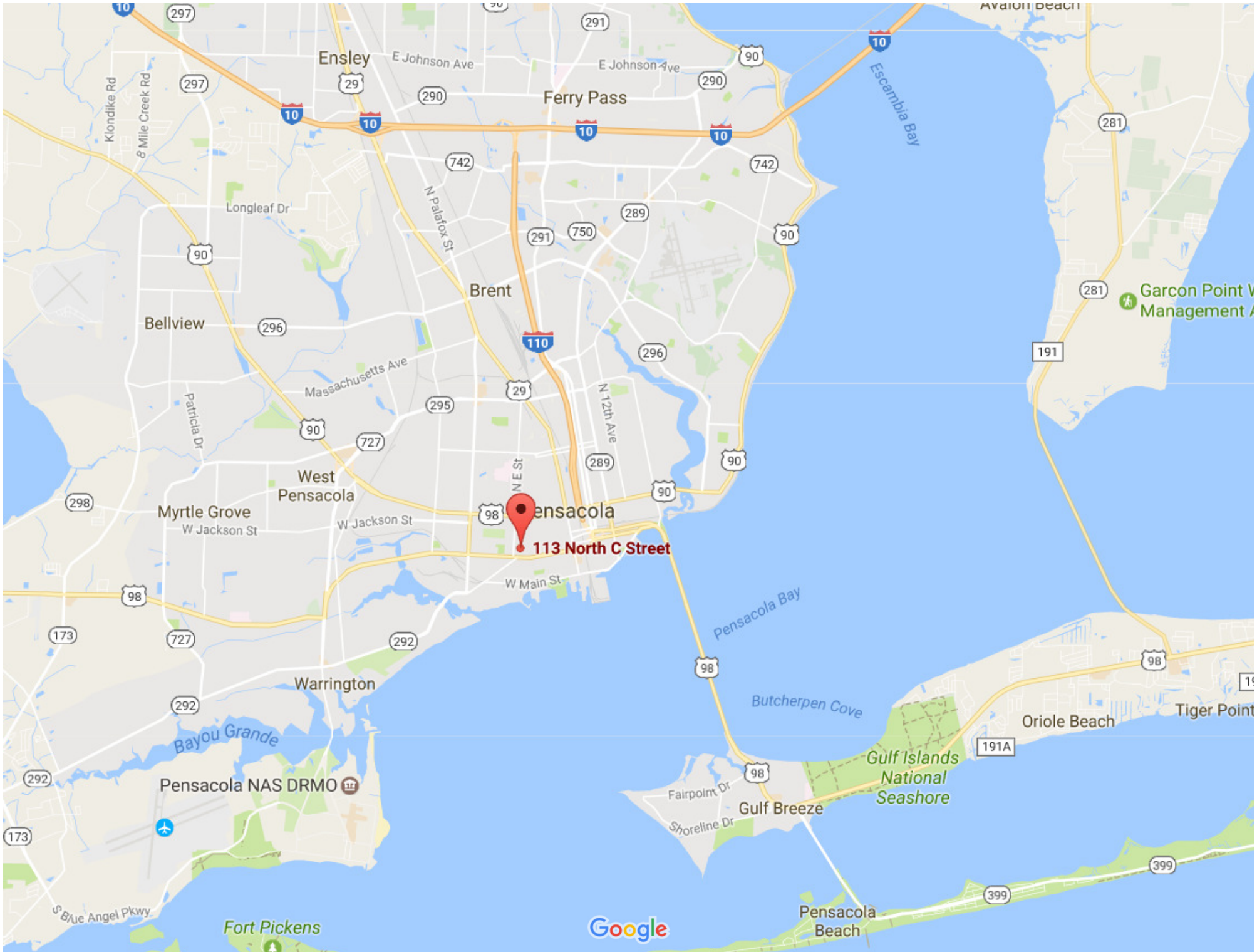


Interior View of Subject Parcel

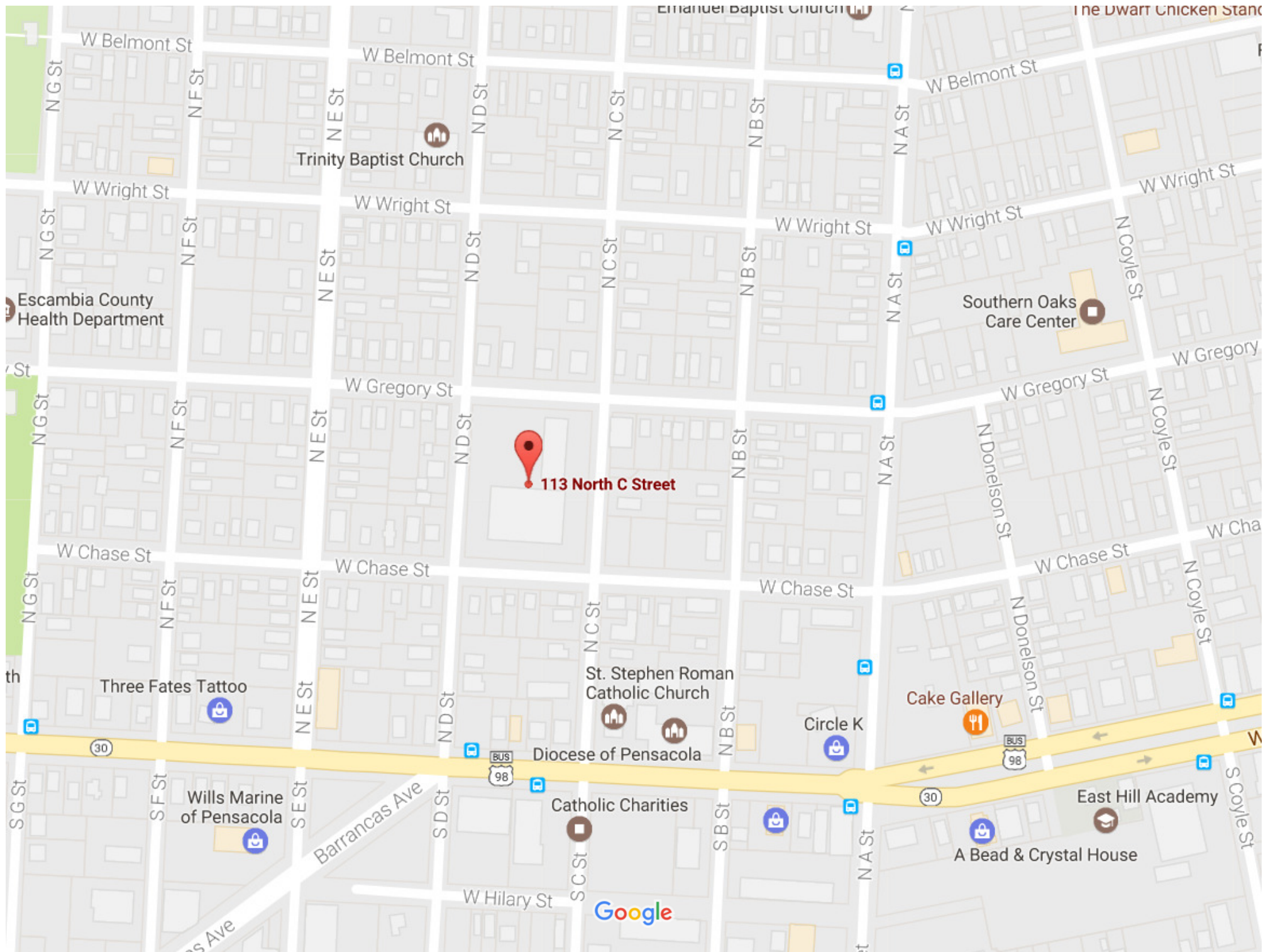


Subject Street Scene From North C Street











**polygonLayer**

Override 1

Map Grid



Boundary



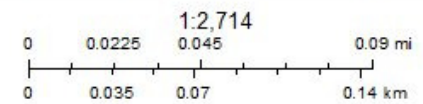
Property Line



Major Roads



All Roads



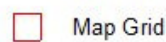




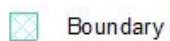
March 6, 2017

**polygonLayer**

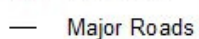
Override 1



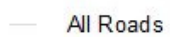
Map Grid



Boundary



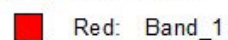
Major Roads



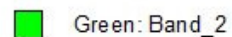
All Roads



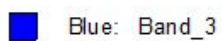
Property Line



Red: Band\_1

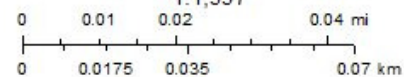


Green: Band\_2



Blue: Band\_3

1:1,357



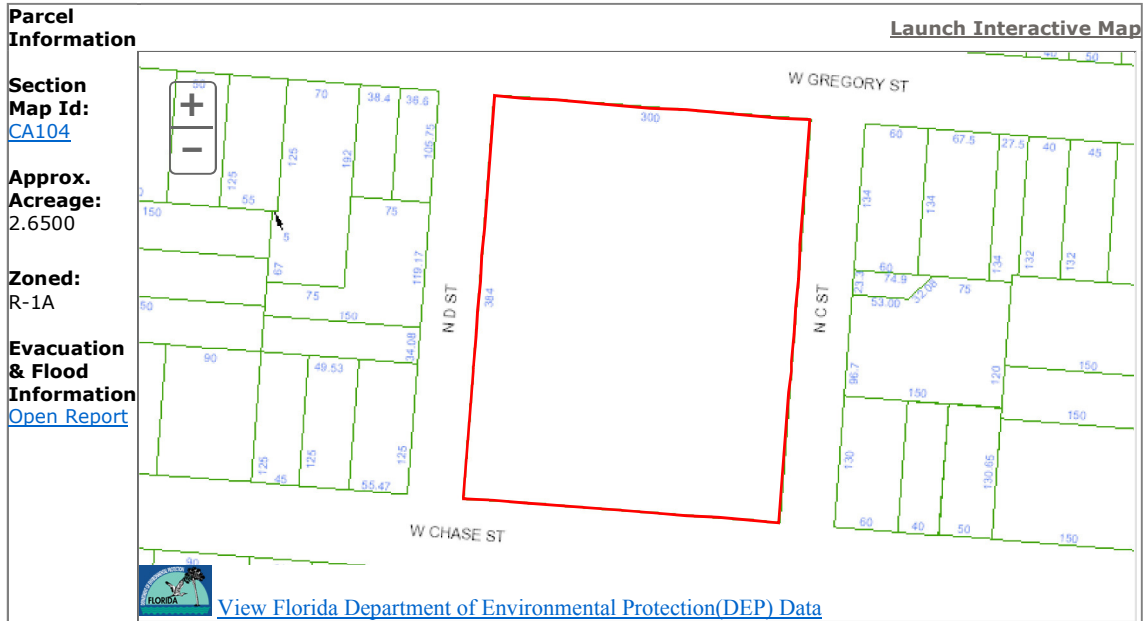
Source: Escambia County Property Appraiser

← Navigate Mode ☒ Account ☐ Reference →

[Restore Full Page Version](#)

<b>General Information</b>						<b>Assessments</b>					
<b>Reference:</b>	000S009080001018					<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b><a href="#">Cap Val</a></b>	
<b>Account:</b>	152475000					2016	\$201,400	\$0	\$201,400	\$201,400	
<b>Owners:</b>	PENSACOLA CITY OF					2015	\$201,400	\$0	\$201,400	\$201,400	
<b>Mail:</b>	PO BOX 12910 PENSACOLA, FL 32521					2014	\$201,400	\$0	\$201,400	\$201,400	
<b>Situs:</b>	113 N C ST 32502					<a href="#">Disclaimer</a>					
<b>Use Code:</b>	VACANT COMMERCIAL					<a href="#">Amendment 1/Portability Calculations</a>					
<b>Taxing Authority:</b>	PENSACOLA CITY LIMITS					<a href="#">File for New Homestead Exemption Online</a>					
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>										
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector											

<b>Sales Data</b>						<b>2016 Certified Roll Exemptions</b>					
<b>Sale Date</b>	<b>Book</b>	<b>Page</b>	<b>Value</b>	<b>Type</b>	<b>Official Records (New Window)</b>	MUNICIPAL OWNED					
09/20/2011	6768	1095	\$225,000	WD	<a href="#">View Instr</a>	<b>Legal Description</b>					
10/2004	5503	28	\$400,000	WD	<a href="#">View Instr</a>	LTS 1 TO 30 BLK 18 MAXENT TRACT OR 6768 P 1095 CA 104					
09/1996	4058	934	\$5,000	QC	<a href="#">View Instr</a>						
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						<b>Extra Features</b>					
						None					



18.50  
1575.00  
1593.50

Prepared by and return to:  
Deedra L. Lamy  
Emerald Coast Title, Inc.  
811 N. Spring Street  
Pensacola, FL 32501  
850-434-3223  
File Number: 11-7524

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 20th day of September, 2011 between **Blount Redevelopment, LLC** whose post office address is **7465 N. Palafox Street, Pensacola, FL 32503**, grantor, and **City of Pensacola** whose post office address is **222 West Main Street, Pensacola, FL 32502**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

**Lots 1 to 30, both inclusive, Block 18, Maxent Tract, City of Pensacola, Florida, according to the map of said city copyrighted by Thomas C. Watson in 1906.**

**Parcel Identification Number: 000S00-9080-001-018**

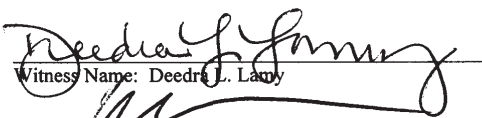
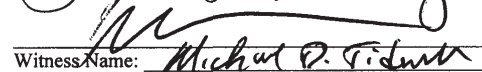
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

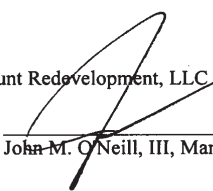
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2010**.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Name: Deedra L. Lamy  
  
Witness Name: Michael D. T. Smith

Blount Redevelopment, LLC

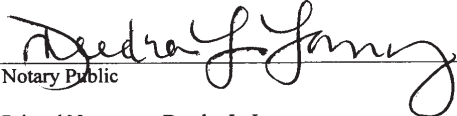
By:   
John M. O'Neill, III, Managing Member

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 20th day of September, 2011 by John M. O'Neill, III, Managing Member of Blount Redevelopment, LLC. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: Deedra L. Lamy

My Commission Expires: April 2, 2012



## Abutting Roadway Maintenance

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**ATTENTION:** Pursuant to Escambia County Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to Buyers whether abutting roadways will be maintained by Escambia County, and if not what person or entity will be responsible for maintenance. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.


Name of Roadway: 113 North C Street, Pensacola, FL 32502

THE COUNTY ( ) HAS ACCEPTED ( x ) HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE.

If not, it will be the responsibility of **City of Pensacola** to maintain, repair and improve the road.

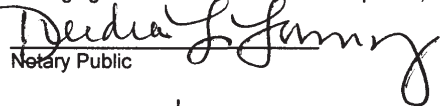
This form completed by:

Michael D. Tidwell, Attorney  
811 North Spring Street  
Pensacola, Florida 32501


 Date 9/ 20/ 2011  
John M. O'Neill, III, Managing Member of Blount Redevelopment, LLC

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of September, 2011 by John M. O'Neill, III, Managing Member of Blount Redevelopment, LLC who has produced a driver's license as identification.

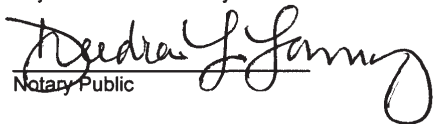
  
Notary Public



 Date 9/ 20/ 2011  
William Reynolds, City Administrator of City of Pensacola

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of September, 2011 by William Reynolds, City Administrator of City of Pensacola who has produced a driver's license as identification.

  
Notary Public



ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
15-2475-000		SEE BELOW	16	000S009080001018

2016 Property Taxes

113 N C ST

PENSACOLA CITY OF  
 PO BOX 12910  
 PENSACOLA, FL 32521

LTS 1 TO 30 BLK 18 MAXENT TRACT OR  
 6768 P 1095 CA 104

OFFICE  
 (850) 438-6500  
 Ext. 3252

**AD VALOREM TAXES**

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	201,400	201,400	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2100	201,400	201,400	0	0.00
BY STATE LAW	4.6660	201,400	201,400	0	0.00
PENSACOLA	4.2895	201,400	201,400	0	0.00
WATER MANAGEMENT	0.0366	201,400	201,400	0	0.00
M.S.T.U. LIBRARY	0.3590	201,400	201,400	0	0.00
<b>TOTAL MILLAGE</b>					<b>18.1776</b>
<b>AD VALOREM TAXES</b>					<b>\$0.00</b>

KEEP

RETAIN THIS  
 PORTION  
 FOR  
 YOUR  
 RECORDS

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	RATE	AMOUNT
<b>NON-AD VALOREM ASSESSMENTS</b>		<b>\$0.00</b>

PLEASE  
 PAY ONE  
 AMOUNT  
 SHOWN IN  
 YELLOW  
 SHADED  
 AREA

**COMBINED TAXES AND ASSESSMENTS**

\$0.00

**PAY ONE  
 AMOUNT**

See reverse side for  
 important information

<b>If Paid By</b> Please Pay	<b>Nov 30, 2016</b> \$0.00				
---------------------------------	-------------------------------	--	--	--	--

AMOUNT  
 DUE  
 IF PAID  
 BY

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
15-2475-000		SEE ABOVE	16	000S009080001018

2016 Property Taxes

113 N C ST

PENSACOLA CITY OF  
 PO BOX 12910  
 PENSACOLA, FL 32521

LTS 1 TO 30 BLK 18 MAXENT TRACT OR 6768  
 P 1095 CA 104

CURRENT  
 YEAR  
 TAXES  
 BECOME  
 DELINQUENT  
 APRIL 1

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312

(850) 438-6500 Ext. 3252

<b>If Paid By</b> Please Pay	<b>Nov 30, 2016</b> \$0.00				
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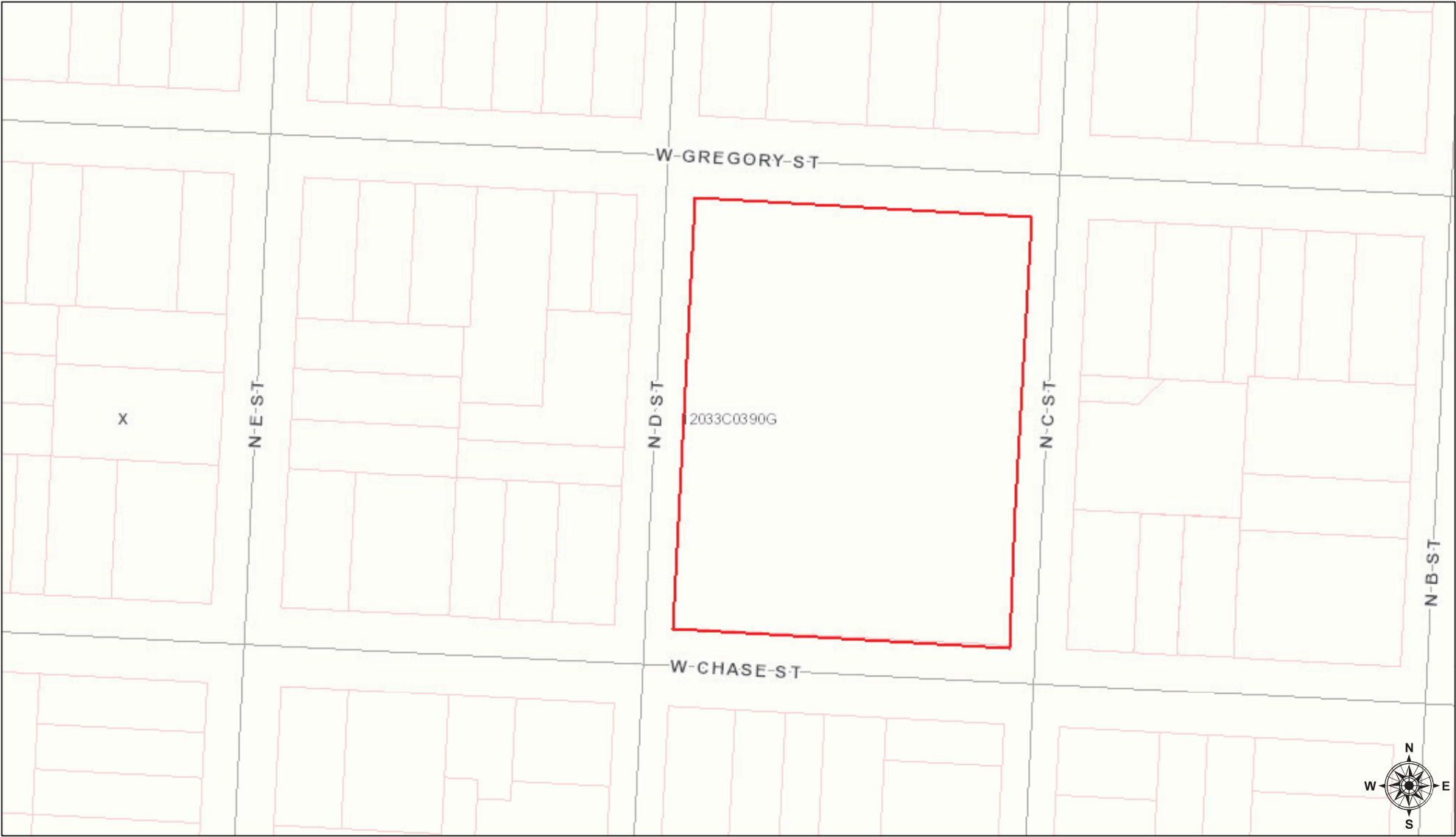
RETURN WITH  
 PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE

RETURN



FLOOD MAP



March 6, 2017

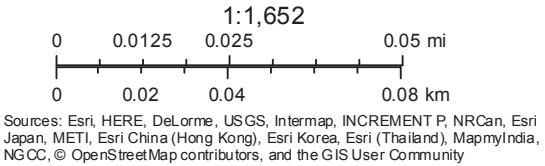
**polygonLayer**

**Streets**

Override 1

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL

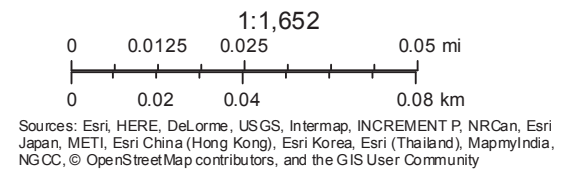
- COLLECTOR
- LOCAL ROAD
- Parcels
- Rivers, Creeks, and Streams



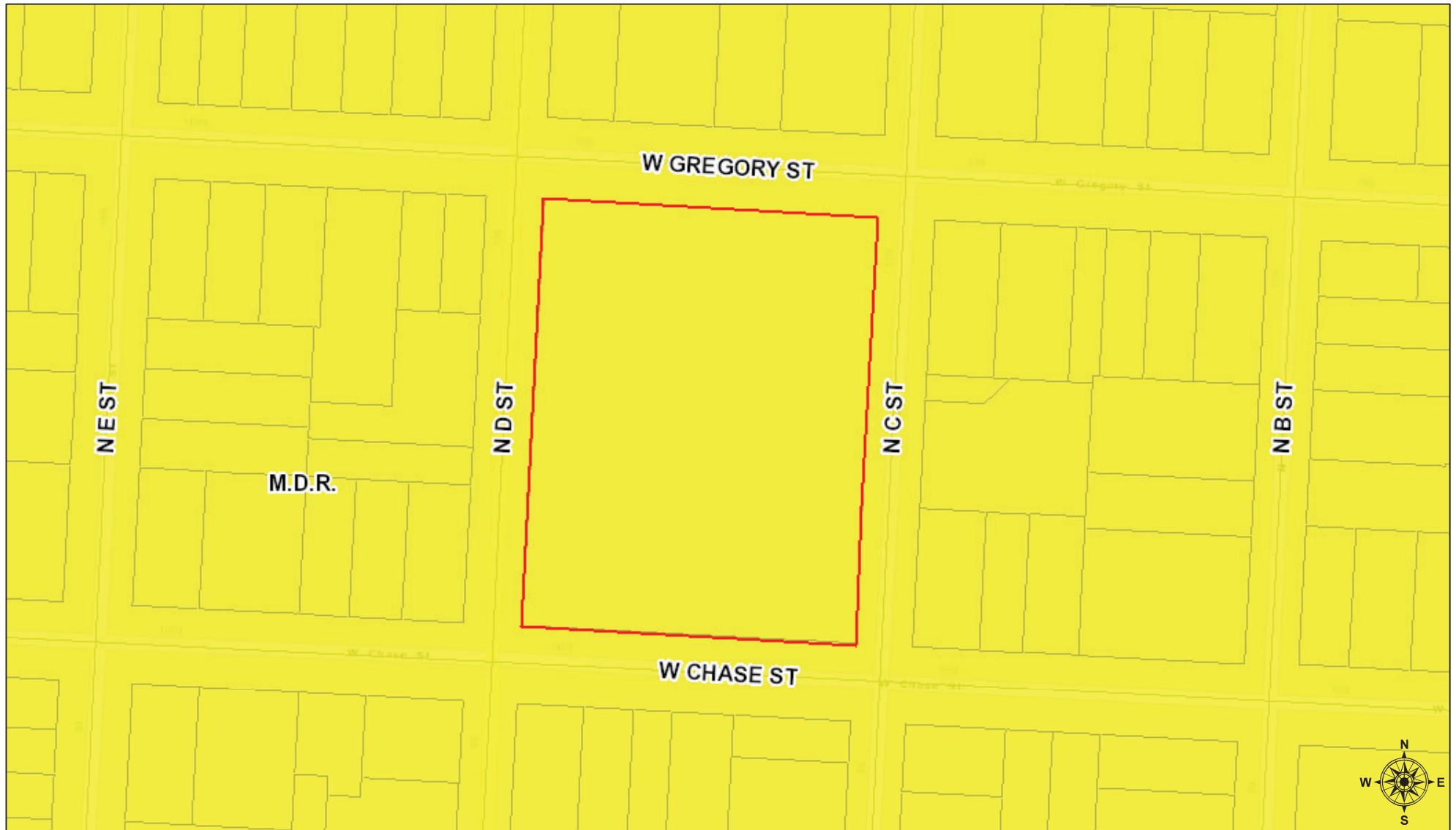
# ZONING



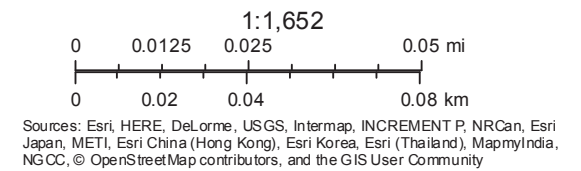
March 6, 2017



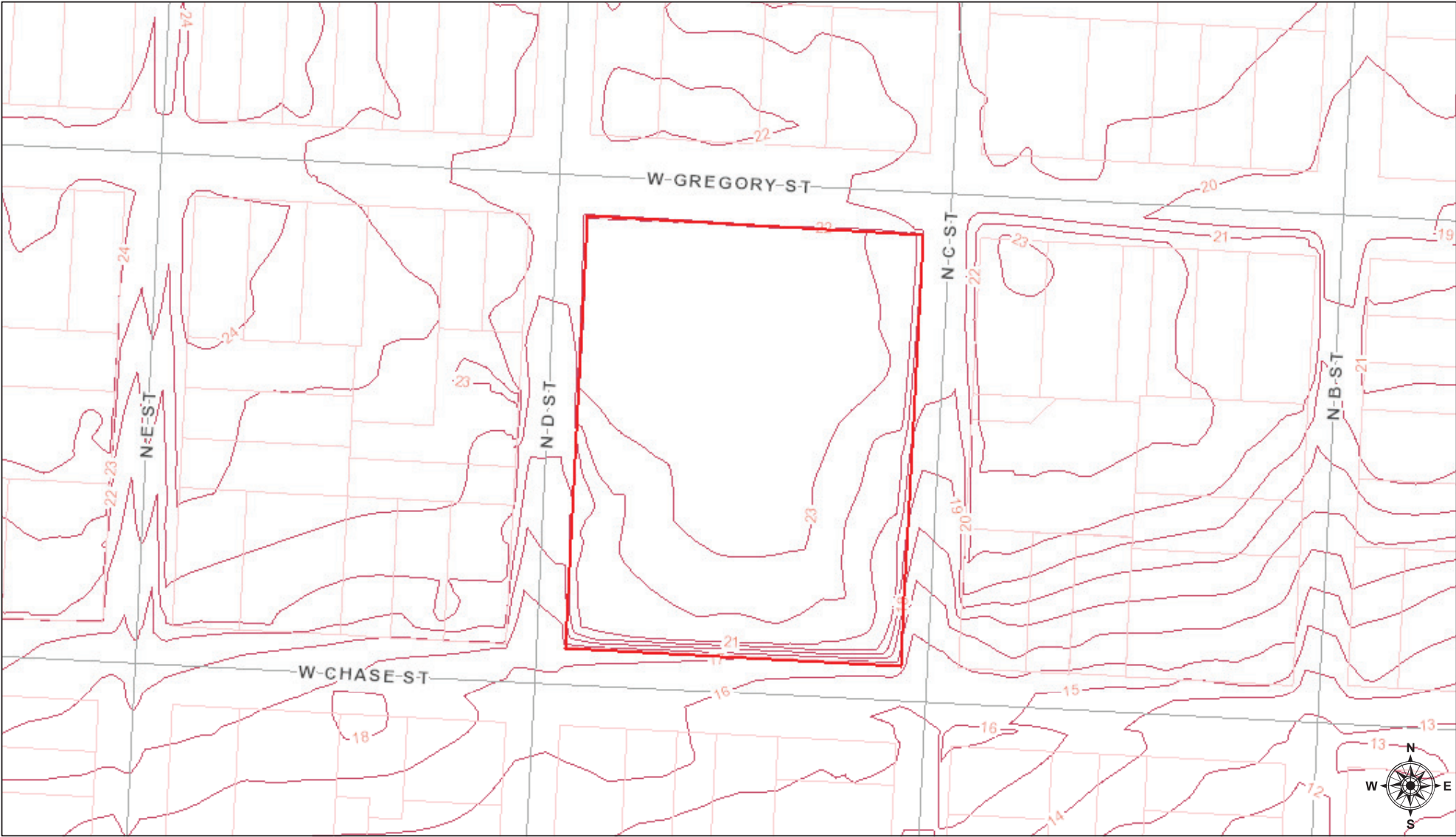
# FUTURE LAND USE



March 6, 2017



# CONTOURS



March 6, 2017

**polygonLayer**

**Streets**

Override 1

- PRINCIPAL ARTERIAL
- LOCAL ROAD
- MINOR ARTERIAL



COLLECTOR



LOCAL ROAD



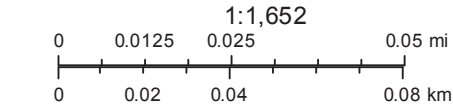
Parcels



Contours - Elevation

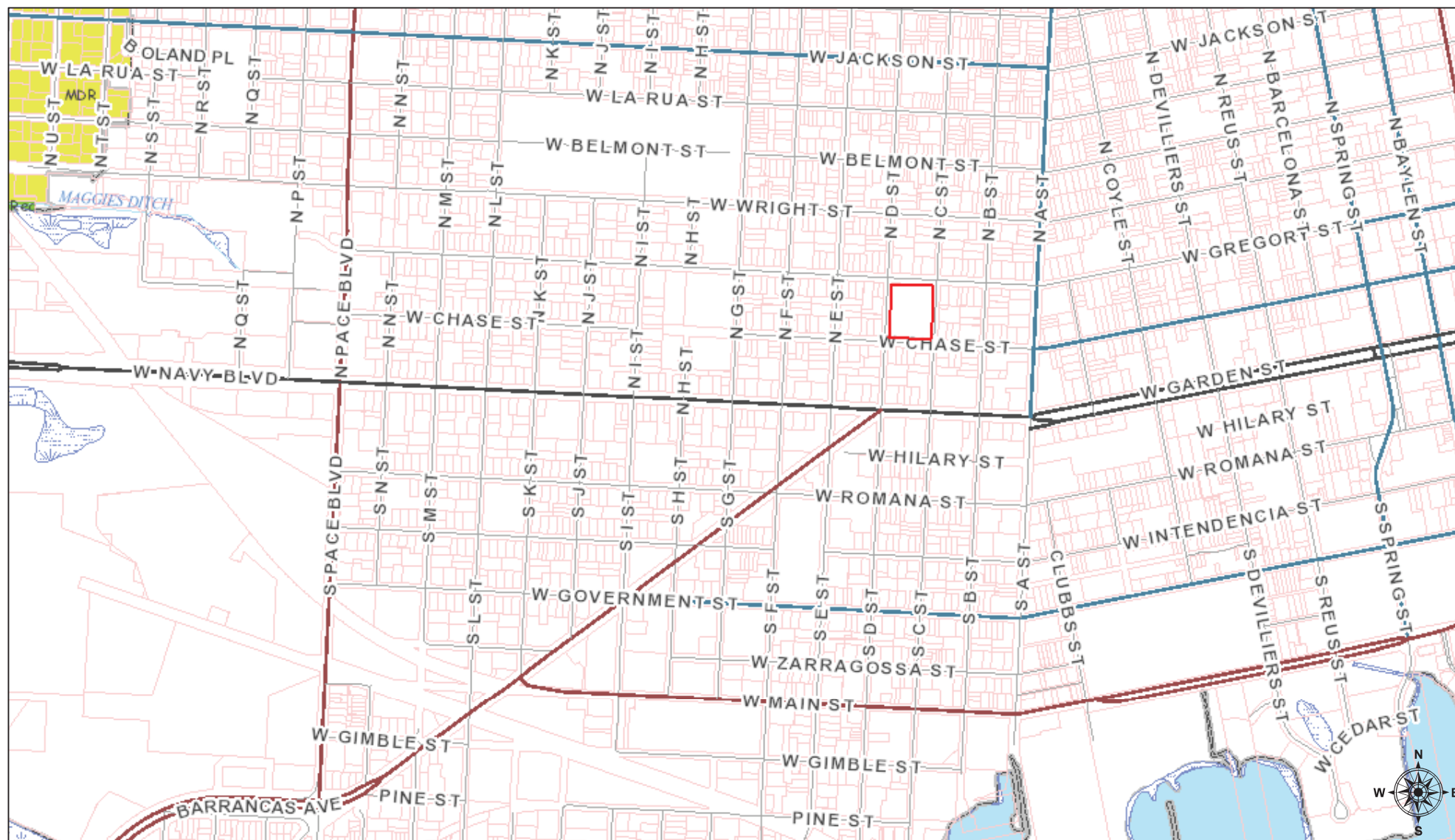


Rivers, Creeks, and Streams



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

## WETLANDS



March 6, 2017

**polygonLayer**

## Streets

### Override 1

— PRINCIPAL ARTERIAL

— MINOR ARTERIAL

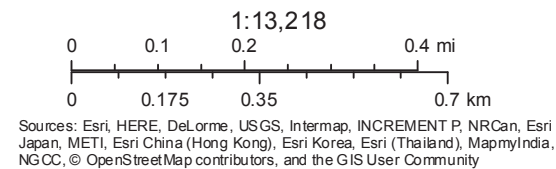
— COLLECTOR

— LOCAL ROAD

Parcels

## Rivers, Creeks, and Streams

## Wetlands



### **COMPARABLE LAND SALE**

COMPARABLE NO.: 1 RECORD NUMBER: 7606

CLASSIFICATION: COMMERCIAL LAND

DATE: 12/06/2016 (PER DEED)

LOCATION: 2322 NORTH E STREET, PENSACOLA, FLORIDA

SALES PRICE: \$52,900

GRANTOR: MARCUS DWIGHT AND LARQUETTA V. HILL  
GRANTEE: THE SCHOOL BOARD OF ESCAMBIA COUNTY,  
FLORIDA

REFERENCE: OR 7634 PAGE 652; MLS #500797

BRIEF LEGAL DESCRIPTION: LOTS 1 TO 8, BLOCK 28, ENGLEWOOD HEIGHTS,  
ESCAMBIA COUNTY, FLORIDA

TERMS: CASH TO SELLER  
ZONING: COM; COMMERCIAL  
HIGHEST AND BEST USE: RETAIL OR OFFICE/WAREHOUSE

LAND SIZE: 33,600 SQ. FT. (0.77 ACRE)  
FRONT FEET: 140 FT.

LAND UNIT PRICES:  
PER SQUARE FOOT: \$1.57  
PER ACRE \$68,701  
PER FRONT FOOT: \$377.86

#### **REMARKS:**

- SHERRILL APPRAISAL COMPANY FILE #16-240
- PARCEL IS LOCATED AT THE SOUTHEAST CORNER OF NORTH E AND WEST YONGE STREETS.
- PROPERTY IS LISTED FOR SALE WITH KELLER WILLIAMS REALTY GULF COAST AT A PRICE OF \$70,000 (MLS #500797). PROPERTY WAS ON THE MARKET FOR 17 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES SHERRILL, JR., MAI WITH DAN ZIMMERN (BROKER) WITH SCROGGINS III REALTY.
- PARCEL I.D. #: 18-2S-30-6000-010-028
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.





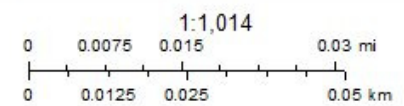
March 8, 2017

**polygonLayer**

Boundary

Override 1

Map Grid







March 8, 2017

**polygonLayer**

Override 1

Map Grid



Boundary



Major Roads



All Roads



Property Line



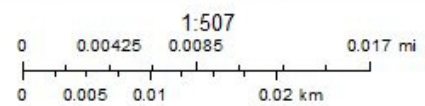
Red: Band\_1



Green: Band\_2



Blue: Band\_3

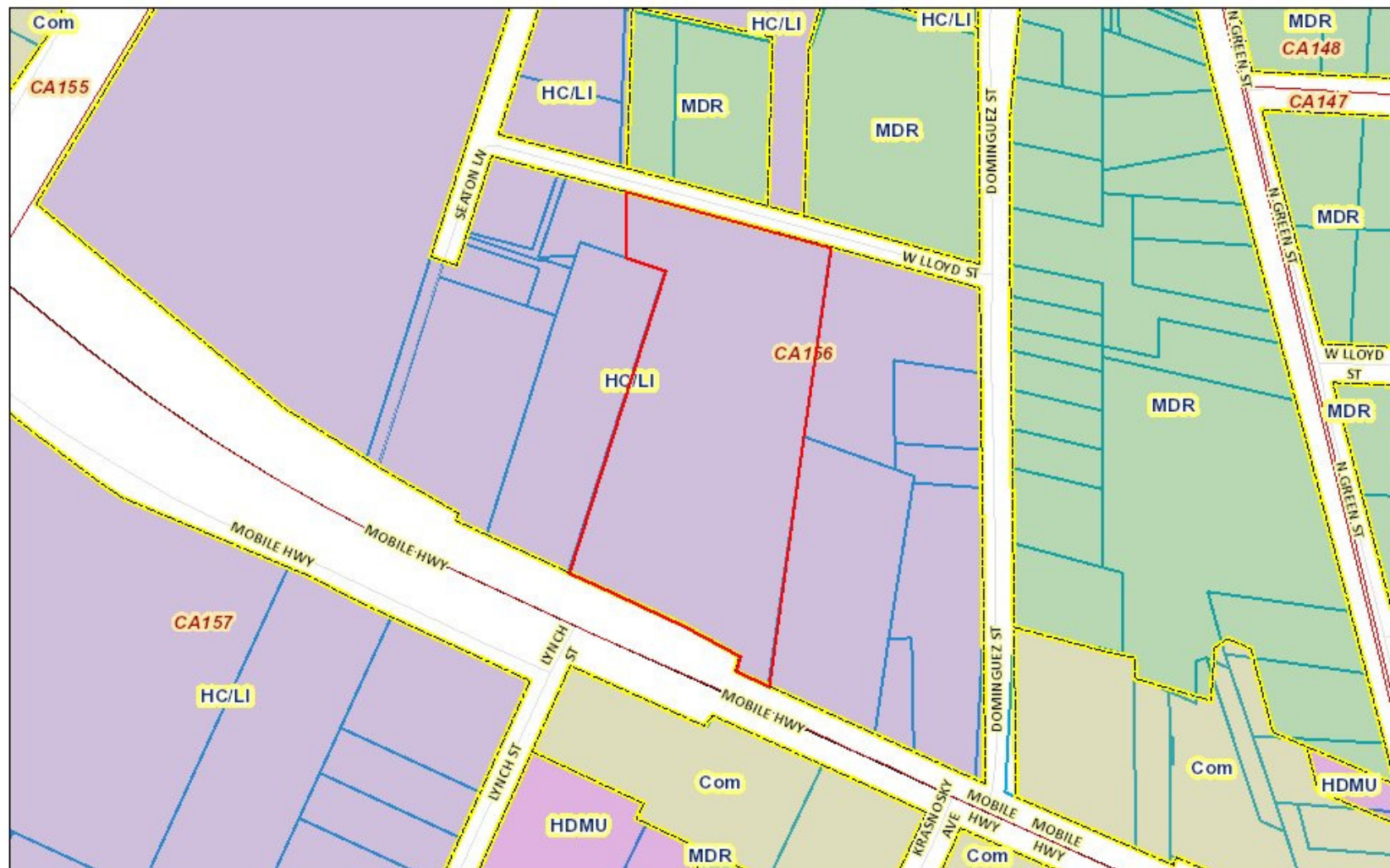


## COMPARABLE LAND SALE

COMPARABLE NO.:	2	RECORD NUMBER: 7603
CLASSIFICATION:	COMMERCIAL LAND	
DATE:	6/9/2016	
LOCATION:	3808 MOBILE HIGHWAY, PENSACOLA, FLORIDA	
SALES PRICE:	\$275,000	
GRANTOR:	PENSACOLA SUPERIOR STORAGE, LLC	
GRANTEE:	UNKNOWN (DEED NOT RECORDED)	
REFERENCE:	GCMLS #2186866	
BRIEF LEGAL DESCRIPTION:	PORTION OF SECTION 34-2S-30; ESCAMBIA COUNTY, FLORIDA	
TERMS:	CASH TO SELLER	
ZONING:	HC/LI; HEAVY COMMERCIAL AND LIGHT INDUSTRIAL	
HIGHEST AND BEST USE:	OFFICE/WAREHOUSE	
LAND SIZE:	3.09 ACRES	
FRONT FEET:	292 FT.	
<u>LAND UNIT PRICES:</u>		
PER ACRE:	\$88,996.76	
PER FRONT FOOT:	\$941.78	

### REMARKS:

- PARCEL IS LOCATED ON THE NORTH SIDE OF MOBILE HIGHWAY, WEST OF NORTH GREEN STREET.
- PROPERTY WAS LISTED FOR SALE WITH NBI PROPERTIES, INC. AT A PRICE OF \$275,000 (GCMLS #2186866). PROPERTY WAS ON THE MARKET FOR 650 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES SHERRILL, JR., MAI WITH CRAIG BARRETT (BROKER) OF NBI PROPERTIES, INC.
- PARCEL I.D. #: 34-2S-30-0610-001-061
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.



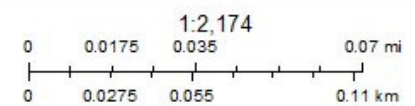
March 8, 2017

**polygonLayer**

Boundary

Override 1

Map Grid







March 8, 2017

**polygonLayer**

Override 1

Map Grid



Boundary



Major Roads



All Roads



Property Line



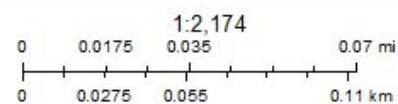
Red: Band\_1



Green: Band\_2



Blue: Band\_3



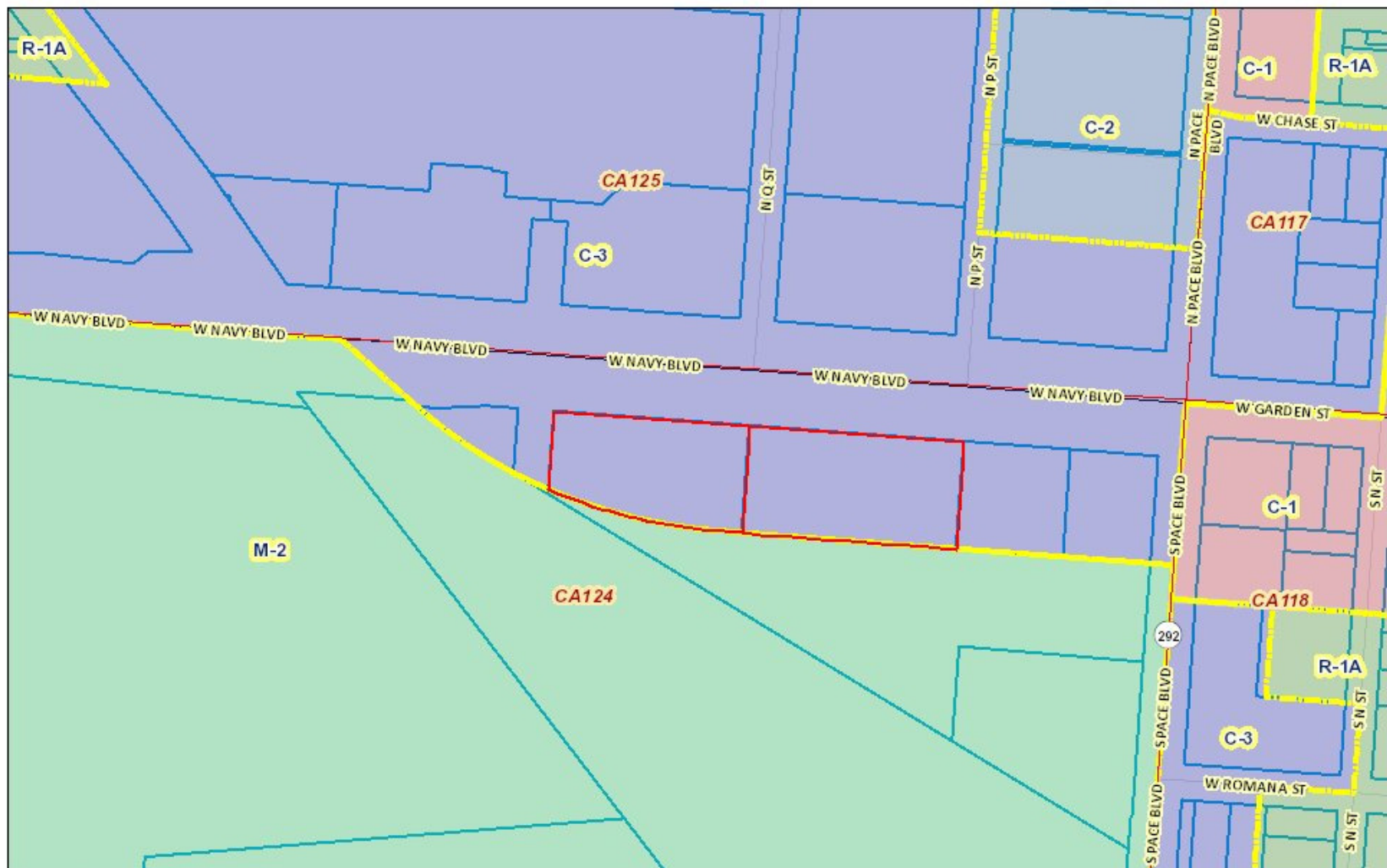
### **COMPARABLE LAND SALE**

COMPARABLE NO.:	3	RECORD NUMBER: 7427
CLASSIFICATION:	COMMERCIAL LAND	
DATE:	11/20/2015	
LOCATION:	2301 WEST NAVY BOULEVARD, PENSACOLA, FLORIDA	
SALES PRICE:	\$240,000	
GRANTOR:	PACE AND GARDEN MINI STORAGE, LLC	
GRANTEE:	WILLIAM ANDREW HINSON, TRUSTEE OF TRUST B ESTABLISHED UNDER THE REVOCABLE LIVING TRUST AGREEMENT OF NANCY PLEITZ HINSON	
REFERENCE:	OR 7445 PAGE 1378; GCMLS #2155906	
BRIEF LEGAL DESCRIPTION:	PORTION OF BLOCK 2, AND LOTS 1-6, BLOCK 3, PETTERSEN ADDITION, ESCAMBIA COUNTY, FLORIDA	
TERMS:	CASH TO SELLER	
ZONING:	C-3; COMMERCIAL	
HIGHEST AND BEST USE:	OFFICE/WAREHOUSE	
LAND SIZE:	2.33 ACRES	
FRONT FEET:	690 FT.	
<u>LAND UNIT PRICES:</u>		
PER ACRE:	\$103,004.29	
PER FRONT FOOT:	\$347.83	

#### **REMARKS:**


- TWO VACANT ADJOINING PARCELS LOCATED ON THE SOUTH SIDE OF WEST NAVY BOULEVARD, WEST OF SOUTH PACE BOULEVARD.
- PROPERTY WAS LISTED WITH BERKSHIRE HATHAWAY HOME SERVICES AT A PRICE OF \$249,900 (GCMLS #2155906). PROPERTY WAS ON THE MARKET FOR 254 DAYS BEFORE IT SOLD.
- PARCEL WAS PURCHASED BY ADJOINING PROPERTY OWNER.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES SHERRILL, JR., MAI WITH BUYER (MR. WILLIAM HINSON).
- PARCEL I.D. #: 00-0S-00-9090-001-002 AND 00-0S-00-9090-001-003
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.






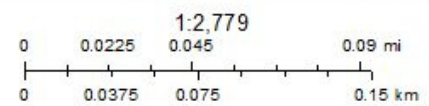
March 8, 2017

**polygonLayer**

 Boundary

Override 1

 Map Grid







March 8, 2017

**polygonLayer**

Override 1

Map Grid

Boundary

Major Roads

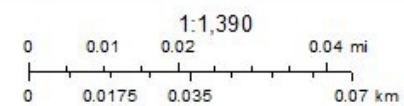
All Roads

Property Line

Red: Band\_1

Green: Band\_2

Blue: Band\_3

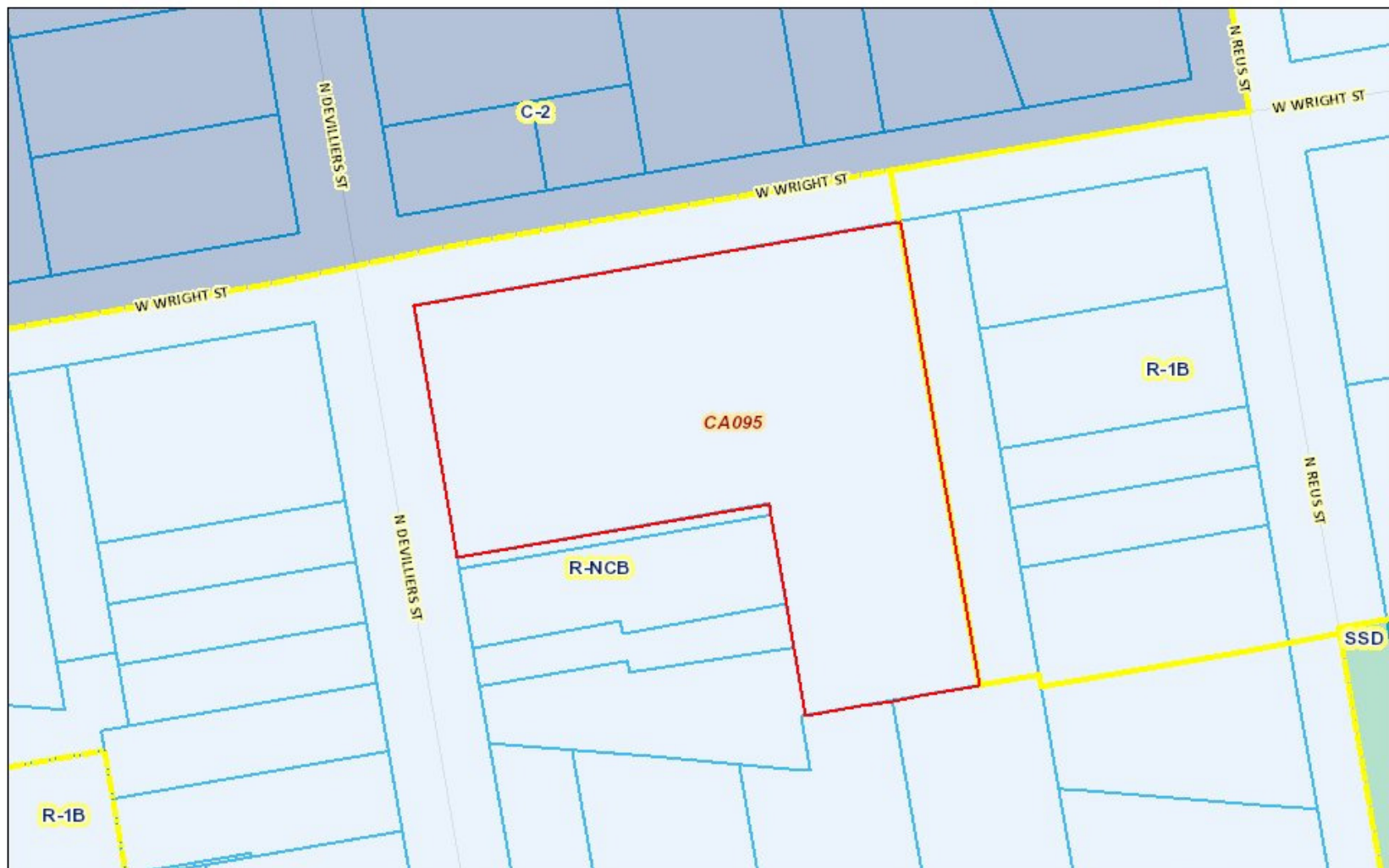


### **COMPARABLE LAND SALE**

COMPARABLE NO.:	4	RECORD NUMBER: 7654
CLASSIFICATION:	RESIDENTIAL LAND	
DATE:	03/15/2016	
LOCATION:	220 NORTH DEVILLIERS STREET, PENSACOLA, FLORIDA	
SALES PRICE:	\$211,100	
GRANTOR:	COMMUNITY DEVELOPMENT PARTNERS, LLC	
GRANTEE:	JUNCTION AT WEST HILL, LLC	
REFERENCE:	OR 7493 PAGE 574; MLS #384360	
BRIEF LEGAL DESCRIPTION:	PORTION OF SECTION 00-0S-00; ESCAMBIA COUNTY, FLORIDA	
TERMS:	CASH TO SELLER	
ZONING:	R-NC; RESIDENTIAL/NEIGHBORHOOD COMMERCIAL	
HIGHEST AND BEST USE:	RESIDENTIAL	
LAND SIZE:	40,511 SQ. FT. (0.93 ACRE)	
FRONT FEET:	127 FT.	
<u>LAND UNIT PRICES:</u>		
PER SQUARE FOOT:	\$5.21	
PER ACRE:	\$226,989	
PER FRONT FOOT:	\$1,662.20	

**REMARKS:**

- PARCEL LOCATED AT THE SOUTHEAST CORNER OF DEVILLIERS STREET AND WRIGHT STREET.
- PROPERTY WAS LISTED FOR SALE WITH GUNTHER PROPERTIES, LLC AT A PRICE OF \$200,000 (MLS #384360). PROPERTY WAS ON THE MARKET FOR 1,464 DAYS BEFORE IT SOLD.
- COMPARABLE DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH FRED GUNTHER (BROKER) WITH GUNTHER PROPERTIES.
- PARCEL I.D. #: 00-0S-00-9010080-003
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



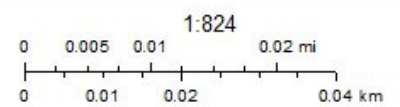
March 8, 2017

**polygonLayer**

Override 1

Map Grid

Boundary

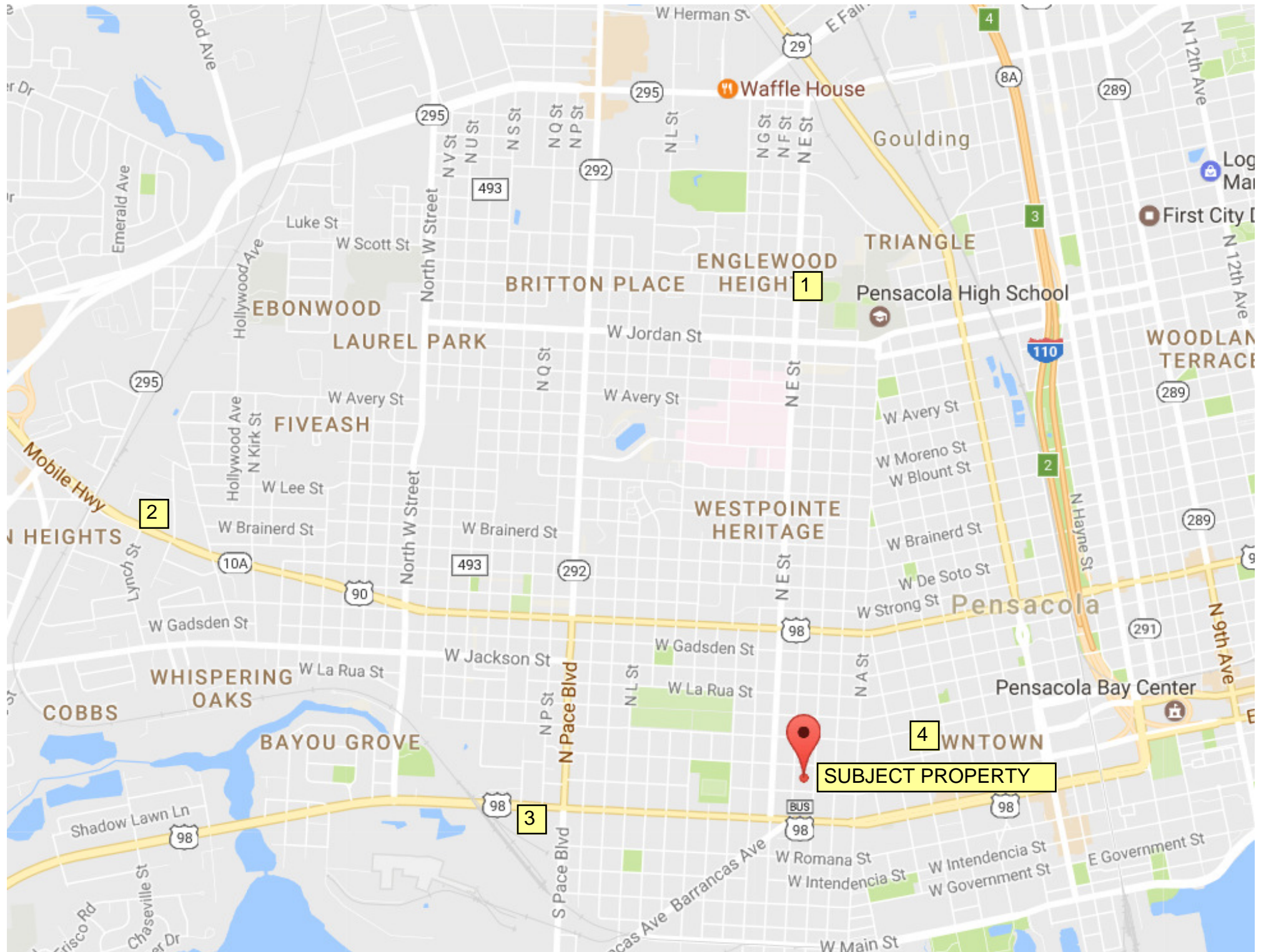








# COMPARABLE LOCATION MAP



## **APPRAISER'S QUALIFICATIONS**

NAME: Charles C. Sherrill, Jr., MAI  
TITLE: President  
OFFICE ADDRESS: Sherrill Appraisal Company  
410 East Government Street  
Pensacola, Florida 32502  
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,  
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

- Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)
- Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)
- Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)
- Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)
- Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)
- Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)
- Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

- Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

### **CONTINUING EDUCATION:**

Credited with attendance/completion of the following seminars/courses:

#### Appraisal Institute

- Eminent Domain and Condemnation
- Uniform Standards of Professional Appraisal Practice
- Business Practices and Ethics
- Analyzing Operating Expenses
- Appraising from Blueprints and Specifications
- Feasibility, Market Value, and Investment Timing
- Analyzing Distressed Real Estate
- Hotel/Motel Valuation
- Effective Appraisal Report Writing
- FHA Homebuyer Protection Plan and The Appraisal Process
- Standards of Professional Practice - Part C
- Standards of Professional Practice - Part A
- Fair Lending and the Appraiser
- Appraisal of Retail Properties
- Standards of Professional Practice - Part B
- Understanding Limited Appraisals and General Reporting Options - General
- Accrued Depreciation
- Depreciation Analysis
- Rates, Ratios, and Reasonableness
- Comprehensive Appraisal Workshop
- Real Estate Risk Analysis



## **APPRAISER'S QUALIFICATIONS**

### **CONTINUING EDUCATION (Continued):**

Credited with attendance/completion of the following seminars/courses:

#### **State Certification**

USPAP Update  
Florida Appraisal Laws and Regulations  
Appraisal of 2-4 Family and Multi-Family Properties  
Challenging Assignments for Residential Appraiser's  
Foreclosure Basics for Appraiser's  
Florida Appraiser Supervisor/Trainee Rules  
Neighborhood Analysis  
Communicating the Appraisal  
Appraisal Principles  
Sales Comparison Approach  
Income Capitalization Approach  
Cost Approach  
Real Estate, Mortgages, and Law  
Elements of Disclosures and Disclaimers

### **EXPERIENCE:**

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

### **PROFESSIONAL LICENSES:**

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)  
Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)  
Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)  
Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

### **PROFESSIONAL MEMBERSHIPS:**

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991  
Past Member, Escambia County Value Adjustment Board (2008 – 2012)  
Member, NAIOP (Commercial Real Estate Development Corporation)  
Member, Pensacola Association of Realtors  
Member, Florida Association of Realtors  
Member, National Association of Realtors  
Member, Branch Banking and Trust Company Local Advisory Board of Directors  
Member, Pensacola Area Chamber of Commerce

### **CIVIC ACTIVITIES:**

Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient  
Past President and Executive Committee Member, Pensacola Sports Association Board of Directors  
Current Board Member, Pensacola Sports Foundation  
Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors  
Past Board Member and Trustee, Pensacola Historical Society Foundation  
Past Member and Executive Committee Member, Pensacola State College Board of Governors  
Member and Past Board Director & Executive Committee Member, Pensacola YMCA  
Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors  
Past President, Booker T. Washington High School Baseball Booster Club Board of Directors  
Graduate, Leadership Pensacola (Class of 1999)

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, and the American Heart Association.

## **APPRAISER'S QUALIFICATIONS**

### **LISTING OF APPRAISER CLIENTS:**

#### **Mortgage Loan Purposes**

Aegon Realty Advisors Company	Liberty Bank
Bank of America	Metric Realty
BBVA Compass	Metropolitan Life Insurance Company
Beach Community Bank	National Bank of Commerce (Alabama)
Branch Banking & Trust (BB&T)	Navy Federal Credit Union
Canadian Imperial Bank of Commerce	Pen Air Federal Credit Union
Centennial Bank	Pensacola Government Credit Union
Chase Manhattan Mortgage Corp.	PNC Bank
Charter Bank	Premier Bank (Louisiana)
Coastal Bank and Trust	RBC Bank
Colonial Bank of Alabama	Regions Bank
Cumberland Bank (Kentucky)	ServisFirst Bank
Dollar Bank	Smart Bank
Equity Valuation Partners	Statewide Mortgage Company
First American Bank	SunTrust Banks, Inc.
First City Bank of Fort Walton Beach	Travellers Realty Investment Company
First Coast Community Bank	Tyndall Federal Credit Union
First National Bank of Commerce (Louisiana)	United Bank (Alabama)
First National Bank of Florida	Valuation Management Group
First Navy Bank	Vanguard Bank & Trust Company
Gulf Coast Community Bank	Whitney National Bank
GulfSouth Private Bank	Wachovia Corporation
Hancock Bank	Wells Fargo Bank

#### **Market Value Purposes**

Aetna Realty Advisors	Ford Motor Company
Bank of Boston	Florida Department of Transportation
Bank South N. A.	Gulf American SBL, Inc.
Baptist Health Care Corp.	Lakeview Center
Barnett Banks, Inc.	Lasalle Realty Advisors
Barnett Bank Trust Company N. A.	Midway Water Company
Catholic Church Diocese	PHH Relocation and Real Estate
Chicago Title Company	Pensacola Area Chamber of Commerce
Citicorp Real Estate	Pensacola Historical Society
City of Fort Walton Beach	Pensacola State College
City of Milton	Pensacola Preservation Board (State of Florida)
City of Pensacola	Port of Pensacola
Dusco Property Management	Presbytery of Florida
Episcopal Church Diocese	Recoll Management Corporation Insurance Co.
Escambia County, Florida	Sacred Heart Hospital
Escambia County Employees' Credit Union	Saltmarsh, Cleaveland & Gund
Escambia County Utilities Authority	Southern Company
Fairfield Communities, Inc.	SouthTrust Bank of Alabama, N.A.
Federal Aviation Administration	Various Estates, Attorney's, Accountants, Insurance
Federal Deposit Insurance Corporation	Companies, Churches, & Property Owners
First Alabama Bank	Waterfront Rescue Mission
First National Bank of Georgia	Wachovia Settlement Services, LLC
Fisher Brown Insurance Company (Cost Analysis)	WSRE Television

**RESOLUTION  
NO. 17-22**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR  
THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

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

**A. GENERAL FUND**

As Reads:	Sale of Assets	490,000
Amended		
To Read:	Sale of Assets	785,937
Transfers Out		
To:	Transfer to CDBG Fund	295,937

**B.. CDBG FUND**

To:	Transfer in From General Fund	295,937
As Reads:	Federal Grants	820,534
Amended		
To Read:	Federal Grants	1,116,471

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****APRIL 2017 - SUPPLEMENTAL BUDGET RESOLUTION - BLOUNT SCHOOL REIMBURSEMENT**

FUND	AMOUNT	DESCRIPTION
<b>GENERAL FUND</b>		
Estimated Revenues		
Sale of Assets	295,937	Increase estimated revenue from Sale of Assets
Total Revenues	<u>295,937</u>	
Appropriations		
Transfers Out		
Transfer to CDBG Fund	<u>295,937</u>	Appropriate Funding for Transfer to CDBG Fund
Total Appropriations	<u>295,937</u>	
<b>CDBG FUND</b>		
Estimated Revenues		
Transfer in From General Fund	295,937	Appropriate estimated revenue from Transfer In From General Fund
Federal Grants	(295,937)	Decrease estimated revenue from Federal Grants
Total Revenues	<u>0</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-22

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-22 - APPROPRIATING FUNDING FOR REIMBURSEMENT TO THE CDBG FUND - PURCHASE OF 113 NORTH "C" STREET (FORMER BLOUNT SCHOOL PROPERTY)

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 17-22.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In September 2011, City Council approved the purchase of the former Blount School property located at 113 North "C" Street using Community Development Block Grant (CDBG) funds with the intention of removing dilapidated structures from the property to provide for future development opportunities in the Westside Community Redevelopment Area. In Fiscal Year 2012, with the assistance of CDBG funds from Escambia County, the two dilapidated buildings were demolished removing slum and blight on the property.

Since CDBG funds were used to purchase and improve the former Blount School property, the use of the property is dictated by CDBG program requirements as outlined in the U.S. Code of Federal Regulations Title 24, Housing and Urban Development. In order to remove the CDBG program requirements from any proposed future use of the former Blount School property, the CDBG Fund must be reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds used for the acquisition of and improvements to the property. This CDBG program requirement applies to any expenditure of CDBG funds in excess of \$25,000 used to acquire or improve property.

In January 2017, City Council declared as surplus the former Blount School property located at 113 North "C" Street and authorized the Mayor to dispose of the property through a request for proposals. The City recently received an appraisal report valuing the property at \$305,000. During acquisition and improvement of the property, the City expended \$9,063 of non-CDBG funds on the property. Therefore, in accordance with CDBG

program requirements, the CDBG Fund must be reimbursed in the amount of the current fair market value of the property (\$305,000), less any portion of the value attributable to expenditures of non-CDBG funds used or the acquisition of and improvements to the property (\$9,063) for a total amount of \$295,937 to be remitted to the CDBG program for use on other eligible projects.

**PRIOR ACTION:**

September 8, 2011 - City Council approved acquisition of the property located at 113 North “C” Street (former Blount School property).

March 22, 2012 - City Council approved the Interlocal Agreement with Escambia County providing for the CDBG assisted demolition/clearance of the former Blount School property.

June 14, 2015 - City Council approved the award of bid for the demolition/clearance of the former Blount School property.

January 12, 2017 - City Council approved declaring as surplus the property located at 113 North “C” Street (former Blount School property) and authorized the Mayor to dispose of the property through a Request for Proposals.

**FUNDING:**

Budget: \$295,937

Actual: \$295,937

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate funding for the reimbursement to the CDBG Fund for the purchase of the former Blount School.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Keith Wilkins, Assistant City Administrator  
Richard Baker, Jr., Chief Financial Officer  
Marcie Whitaker, Housing Administrator

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 17-22
- 2) Supplemental Budget Explanation No. 17-22



**PRESENTATION:** No

**RESOLUTION  
NO. 17-22**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR  
THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

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

**A. GENERAL FUND**

As Reads:	Sale of Assets	490,000
Amended		
To Read:	Sale of Assets	785,937
Transfers Out		
To:	Transfer to CDBG Fund	295,937

**B.. CDBG FUND**

To:	Transfer in From General Fund	295,937
As Reads:	Federal Grants	820,534
Amended		
To Read:	Federal Grants	1,116,471

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****APRIL 2017 - SUPPLEMENTAL BUDGET RESOLUTION - BLOUNT SCHOOL REIMBURSEMENT**

FUND	AMOUNT	DESCRIPTION
<b>GENERAL FUND</b>		
Estimated Revenues		
Sale of Assets	295,937	Increase estimated revenue from Sale of Assets
Total Revenues	<u>295,937</u>	
Appropriations		
Transfers Out		
Transfer to CDBG Fund	<u>295,937</u>	Appropriate Funding for Transfer to CDBG Fund
Total Appropriations	<u>295,937</u>	
<b>CDBG FUND</b>		
Estimated Revenues		
Transfer in From General Fund	295,937	Appropriate estimated revenue from Transfer In From General Fund
Federal Grants	(295,937)	Decrease estimated revenue from Federal Grants
Total Revenues	<u>0</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00245

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PORT WAREHOUSE #9 TERMINATION OF LEASE AND WAREHOUSE #1 LEASE AMENDMENT WITH OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.

**RECOMMENDATION:**

That City Council authorize the Mayor to take all action necessary to terminate the Lease Agreement for Port Warehouse #9 and to amend the Lease Agreement for Port Warehouse #1 with Offshore Inland Marine & Oilfield Services, Inc.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On May 12, 2016, City Council granted an extension to Offshore Inland Marine & Oilfield Services, Inc. ("OIMO") to complete construction of the Tenant's Structure located on the Ground Lease Premises of the May 30, 2014 Lease Agreement ("Warehouse #9 Lease") between the parties. The Tenant's Structure was to serve as a submersible pipe manufacturing facility once completed. OIMO had requested the extension of the construction completion date as all construction work on the facility had halted in the fall of 2015 due to the decline in the barrel price of oil and market depression.

On October 13, 2016, City Council rejected a request from OIMO for partial deferral of rent under the Warehouse #9 Lease, which includes the lease premises of Warehouse #9 and up to three and one-half (3 ½) acres of Ground Lease Premises.

OIMO is requesting the City terminate the City's Warehouse #9 Agreement with OIMO. In the proposed agreement to terminate, OIMO would vacate all of the Ground Lease Premises, including both Warehouse #9 and the adjacent land and Tenant's Structure. The City would keep all improvements in Warehouse #9 and the submersible pipe manufacturing facility. The proposed agreement to terminate states the termination shall not release OIMO from any rents or amounts due and payable under the Warehouse #9 Lease, or any rents, fees or amounts due and payable under any other lease or operation at the Port.

As City Council has been previously advised, when the oil market crashed in 2014/2015, OIMO's business partner in the Warehouse #9 venture, DeepFlex, was unable to secure the additional investor financing

necessary to complete the development. DeepFlex ultimately closed its Houston, Texas and Manitowoc, Wisconsin facilities and pulled out of the Pensacola project. Without DeepFlex or the partnership of another submersible pipe or other offshore drilling component manufacturer, OIMO has no use for the facility. Currently, OIMO does not owe any outstanding rent or any other past due amounts applicable against the Warehouse #9 lease.

In conjunction with the above termination request, OIMO is requesting that the City agree to amend the City's June 17, 2010 Lease Agreement ("Warehouse #1 Lease") between the parties, which includes the lease premises of one-half (½) of the Warehouse #1 structure. The amendment would provide for a payment plan addressing outstanding amounts owed by OIMO to the City under the current Warehouse #1 Lease, and provide terms and conditions for possible expansion of OIMO into the full space available in the Warehouse #1 structure upon completion of City improvements currently contemplated, or into a portion of the space not currently occupied by OIMO. The amendment would not extend the term of the current lease, which expires May 1, 2022. The amendment does provide that upon City determination to terminate the lease for any non-payment of monetary obligations, OIMO will immediately within twenty (20) days, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City.

Additionally, as City Council has been previously advised, repayment of certain grant-funded construction project expenses paid by OIMO is in question. As a result, the Port Director, with the City's Chief Financial Officer's consent, has allowed OIMO to hold \$363,000.00 in invoices owed to the Port in abeyance pending final determination by the Port Director, with the consent of the City's Chief Financial Officer. As a result of an extended market downturn, OIMO's business volumes at the Port continued to be depressed throughout 2015 and 2016, resulting in OIMO accumulating an additional past-due balance above and beyond the \$363,000.00 without the approval of the Port Director or the City's Chief Financial Officer. As of March 15, 2017, that remaining past due amount was \$269,247.00. The payment plan stipulated in the proposed lease amendment addresses both the outstanding past-due balance at 12% interest, as well as final reconciliation of invoice amounts held in abeyance, which may be at 12% interest.

It is important to note that even with these market-driven negative factors, OIMO's tenure at the Port has been generally positive. The outstanding payment amounts do not represent unpaid rent and the Port Director has imposed processes to restrict any increases in the outstanding balance. Since inception of their operations on the Port, OIMO has paid more than \$3.6 million in fees and charges directly to the Port (not including the outstanding unpaid amounts), including \$74,000 in sales tax assessed on their rent amounts. Additionally, a \$2 million State Economic Development Grant was awarded to the Port. According to the Port Director, approval of the proposed Warehouse #1 lease amendment will facilitate construction of the overhead crane facility contemplated under the grant, adding a valuable and highly marketable asset at no cost to the Port. City Council's approval of the early termination of the associated Warehouse #9 lease would immediately vest to the Port a partially-completed warehouse facility valued at approximately \$3 million in its current condition, according to OIMO.

OIMO further represents to the City that the new overhead crane facility will allow them to bid component repair and fabrication jobs for which they currently are unable to compete. Additionally, while they continue to market to the offshore and subsea construction market, which is beginning to show some signs of slow market improvement, they have been aggressively marketing to the blue water fleet, including tankers, for topside maintenance and repair opportunities. It is this diversified marketing strategy that has resulted in the recent

uptick in offshore-related vessel activity at the Port.

**PRIOR ACTION:**

April 22, 2010 - City Council approved the Offshore Inland lease for a portion of Warehouse #1 and associated open storage and working areas.

January 10, 2013 - City Council approved a FDOT Economic Development Transportation Project Fund Agreement for infrastructure improvements at the Port.

March 13, 2014 - City Council approved and authorized the Mayor to negotiate and execute a lease agreement for Warehouse #9 and approximately three and one-half (3½) acres of immediately adjacent undeveloped land with OIMO.

May 12, 2016 - City Council approved and authorized the Mayor to take all necessary actions to provide OIMO with a twelve (12) month extension to complete construction and obtain a certificate of occupancy for the Tenant's Structure located on the Ground Lease Premises of the May 30, 2014 Lease Agreement for Warehouse #9, contingent upon the Tenant's Structure being storm hardened and enclosed prior to July 31, 2016.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Approval of the Warehouse #9 lease termination will result in the loss of \$12,966.72 per month in rent revenue to the Port. However, the facility will be marketed to new potential users (both short-term and long-term). Approval of the Warehouse #1 lease amendment establishes a formal payment plan of OIMO's current outstanding balance of \$269,247.00 at 12% interest. Further, the payment plan provides authorization for the resolution of the \$363,000.00 outstanding amount as it relates to Grant invoices. Approval of the amendment also establishes conditions for OIMO to occupy the entire warehouse premises at a proportional increased amount above the \$8,891.40 rent revenue currently paid.

**CITY ATTORNEY REVIEW: Yes**

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker Jr., Chief Financial Officer  
Amy Miller, Port Director

**ATTACHMENTS:**

- 1) Termination Agreement for Warehouse #9



2) Amendment to Warehouse #1 Lease Agreement

**PRESENTATION:** No

## TERMINATION OF LEASE AGREEMENT

This agreement for termination (Termination) is made and entered into effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Pensacola (City), a municipal corporation of Florida, and Offshore Inland Marine & Oilfield Services, Inc. (OIMO), a corporation authorized to do business in the State of Florida, for the purpose of immediately terminating the Lease Agreement for the City Port of Pensacola Warehouse 9 Leased Premises as hereinafter defined.

### Recitals:

WHEREAS, the City and OIMO entered into a Lease Agreement dated May 30, 2014, (Warehouse 9 Lease) for the lease of real property more particularly described as the existing 40,000 square foot steel-frame, aluminum sided warehouse commonly referred to as Port of Pensacola Warehouse 9 (Warehouse 9 Premises), which includes no surrounding land, further depicted in Exhibit A attached to the Warehouse 9 Lease, incorporated herein by this reference, and approximately three and one-half (3 ½) acres of undeveloped land immediately adjacent to the Warehouse 9 Premises (Ground Lease Premises) generally depicted in Exhibit B attached to the Warehouse 9 Lease, incorporated herein by this reference. Collectively the Warehouse 9 Premises and the Ground Lease Premises comprise the leased premises (Leased Premises); and

WHEREAS, Section 42 of the Warehouse 9 Lease provides the lease may be terminated by the City upon default; and

WHEREAS, OIMO has requested the City agree to immediate, early termination of the Warehouse 9 Lease, in lieu of default under the lease, and as consideration of the early termination, OIMO agrees the Leased Premises and all improvements, fixtures, equipment and personal property thereon shall immediately become the exclusive property of the City, however, with respect only to the equipment and personal property, OIMO and the City may mutually agree on temporary arrangements regarding the equipment and personal property in furtherance of this termination transaction; and

WHEREAS, OIMO has represented to City that OIMO will immediately surrender the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such land and property will be in good condition; and

WHEREAS, in lieu of default under the lease, and in consideration of possessing the Leased Premises and all improvements, fixtures, equipment and personal property thereon, the City agrees to immediate, early termination of the Warehouse 9 Lease, **provided however**, that OIMO expressly agrees to remain obligated to the City for timely payment of any rents, taxes, property taxes, fees, sums or amounts due under the Warehouse 9 Lease prior to termination, and the payment of any rents, taxes, property taxes, fees, charges, sums or amounts under any other lease between the parties or due to OIMO's past and current operations at the Port; and

WHEREAS, given the material representations above, the parties hereby agree to enter into this Termination of Lease Agreement;

NOW, THEREFORE, for and in consideration of One Hundred Dollars (\$100.00) the receipt and sufficiency of which is hereby acknowledged by the Parties, and of the representations of the parties above, and the terms and conditions as set forth in this Termination, and for other good and valuable consideration recited herein, the City and Palafox do hereby agree to keep, perform and observe the following provisions of this Termination.

Section 1. Recitals Incorporated. The Parties agree the recitals above are true and correct and are hereby incorporated into this Agreement as material terms.

Section 2. Immediate, Early Termination. The Parties hereby terminate the Warehouse 9 Lease effective as of the date first written above.

Section 3. City Possession of Leased Premises and Property. The Parties agree the Leased Premises and all improvements, fixtures, equipment and personal property thereon are now the exclusive property of the City.

Section 4. Payment Obligations Not Discharged. The Parties agree this termination of the Warehouse 9 Lease shall not discharge or relieve OIMO from timely payment of any rents, taxes, property taxes, fees, sums or amounts due under the Warehouse 9 Lease prior to termination, and the payment of any rents, taxes, property taxes, fees, charges, sums or amounts under any other lease between the parties or due to OIMO's past and current operations at the Port.

Section 5. No Refund. OIMO shall not be entitled to any refund of any rents, taxes, property taxes, fees, sums or amounts due under the Warehouse 9 Lease prior to termination, or any payment of any rents, taxes, property taxes, fees, charges, sums or amounts under any other lease between the parties or due to OIMO's past and current operations at the Port that OIMO has already paid to the City.

Section 6. Insurance and Indemnification. As a material term of this Termination agreement, OIMO represents and warrants to City that OIMO has provided all required liability insurance and property insurance coverage on the Leased Premises and improvements thereon pursuant to the Warehouse 9 Lease. Further OIMO covenants, warrants and attests that there exist no third party claims, demands or liens against it, the Leased Premises or improvements thereon, and that OIMO shall defend and indemnify the City against any and all such claims related to the Warehouse 9 Lease, any other lease between the parties or due to OIMO's past and current operations at the Port. OIMO shall remain liable and responsible for any and all claims and liabilities associated with the Warehouse 9 Lease arising prior to this Termination.

Section 7. No Dispute. Further, OIMO shall not, on behalf of itself as well as its parents, affiliates, lenders, associates, employees, contractors, agents, and all other entities connected or affiliated in any way with the Warehouse 9 Lease or its Termination herein, contest, dispute or legally challenge by any means and in any forum, any action by the City with respect to City

ownership and control of the Leased Premises and all improvements, fixtures, equipment and personal property thereon.

Section 8. OIMO Releases City. Immediately upon the effective termination as provided herein, the OIMO automatically and irrevocably, without the need for any further instrument or documentation, forever releases, waives, and completely discharges City (including their agents, attorneys, employees, officials, successors and assigns) of and from any and all claims, controversies, demands, obligations, debts, liabilities, damages, losses, causes of action, disputes, appeals or other demands for relief or claims of liability, past, present or future, known or unknown, suspected or unsuspected, of any nature, character, type or description whatsoever (including but not limited to any claims for attorney's fees, interest or other costs), legal or equitable.

Section 9. Binding Agreement. This Termination shall bind and inure to the benefit of the successors of the respective parties hereto.

Section 10. No Third Party Beneficiaries. Nothing in this Termination, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Termination.

Section 11. Entire Agreement. The parties hereto understand and agree that this Termination contains the entire agreement and understanding between the City and OIMO. The parties understand and agree that neither party nor its agents have made any representations or promises with respect to this Termination except as expressly set forth herein, and that no claim or liability shall arise for any representations or promises not expressly stated in this Termination. Any other written or oral agreement regarding the Warehouse 9 Lease, this Termination or the Leased Premises is expressly nullified upon the execution of this Termination unless otherwise specifically provided herein.

Section 12. Amendment. This Termination may not be altered, changed or amended, except by written instrument signed by both parties hereto in the same formality as the execution of this Termination. No provision of this Termination shall be deemed to have been waived by City, unless such waiver be in writing signed by City and addressed to OIMO, nor shall any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of City to insist upon the performance by OIMO in strict accordance with the terms hereof. The terms, provisions, covenants, and conditions contained in this Termination shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided herein.

Section 13. Counterparts. This Termination may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of each party.

Section 14. Corporate Authorization. The undersigned officer of OIMO hereby personally warrants and certifies that OIMO is a corporation in good standing and is authorized to do business

in the State of Florida. The undersigned officer of OIMO hereby further personally warrants and certifies that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Termination by his or her signature thereto. OIMO, as of the date of execution of this Termination, hereby represents and warrants to the City that it has the corporate power to enter into this Termination and to perform all acts required to be performed by OIMO and that the execution and delivery of this Termination have been duly authorized by all necessary corporate action.

Section 15. Prevailing Party Attorneys' Fees. The prevailing party in any action, claim or proceeding arising out of this Termination shall be entitled to attorney's fees and costs from the losing party.

Section 16. Rights and Remedies Cumulative. The rights and remedies of City hereunder shall be cumulative and shall be in addition to rights as otherwise provided at law or in equity, and failure on the part of City to exercise promptly any such rights afforded it by said laws shall not operate to forfeit any such rights.

Section 17. Non-Waiver of Immunity. The City enjoys sovereign immunity. Nothing contained in this Termination shall be construed as modifying, limiting, restricting or otherwise adversely affecting the sovereign immunity defenses and limitations available to the City.

Section 18. Severability. In the event any covenant, conditions or provision of this Termination is illegal, invalid or unenforceable by any court of competent jurisdiction, under present or future laws effective during the term of this Termination, such determination, then and in that event, will not materially prejudice the City as to rights or other obligations contained in the valid covenants, conditions or provision of this Termination that shall remain and continue in full force and effect.

Section 19. Venue. Venue for any claim, action or proceeding arising out of this Termination shall be Escambia County, Florida.

Section 20. State Law. The laws of the State of Florida shall be the law applied in resolution of any action, claim or other proceeding arising out of this Termination.

Section 21. Public Records. 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.

IN WITNESS WHEREOF, the parties have set their hands and seal the date first written above.

CITY OF PENSACOLA

By: \_\_\_\_\_  
Ashton J. Hayward, III, Mayor

ATTEST:

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

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

OFFSHORE INLAND MARINE &  
OILFIELD SERVICES, INC.

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Corporate Secretary  
Corporate Seal

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney

Approved as to content:

\_\_\_\_\_  
Port Director



## **Attachment "A"**

**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](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**

## AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES

THIS AMENDMENT NO 1 ("Amendment No. 1"), to the Lease Agreement for leased premises in Warehouse 1 located at the City of Pensacola Port of Pensacola ("Port") dated June 17, 2010 ("Original Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Pensacola ("City" or "Lessor") and Offshore Inland Marine & Oilfield Services, Inc. ("Lessee").

### Recitals:

WHEREAS, City and Lessee entered into the Original Agreement, incorporated herein by this reference, to lease space in the southern half (1/2) of Warehouse 1 and associated berth apron and open storage area located at the Port for the purpose of operating an offshore project vessel service center; and

WHEREAS, Lessee has outstanding amounts owing to the City and in lieu of default under the Original Agreement, Lessee has requested the City agree to a payment plan respecting such outstanding amounts; and

WHEREAS, Lessee agrees timely payment the above discussed outstanding amounts are material considerations in continuing with a lease between the parties, and that any lack of payment as required in the payment plan hereinafter described, for any reason, by Lessee shall give the City the absolute right to terminate the lease immediately, which right the City may exercise at its sole discretion; and

WHEREAS, Lessee has requested the City amend the Original Agreement to provide and incorporate the terms of the payment plan, the material nature of Lessee's compliance thereunder, and the City's right to immediately terminate the lease; and

WHEREAS, Lessee has represented to City that upon City determination to terminate the lease for any non-payment of monetary obligations, Lessee will immediately surrender all of the leased premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such land and property will be in good condition; and

WHEREAS, the parties find other terms and conditions of the Original Agreement require amendment; and

WHEREAS, given the material representations of Lessee as described above, the parties now desire to amend the Original Agreement;

NOW, THEREFORE, in consideration of One Hundred Dollars (\$100.00) the receipt and sufficiency of which are hereby acknowledged by the parties, and of the mutual covenants and agreements herein contained, it is agreed that the Original Agreement shall be hereby amended as follows:

1. The Recitals above are true and correct and are hereby incorporated as a material part of this Amendment No. 1.
2. Section 4 of the Original Agreement hereby amended to add the following fourth (4<sup>th</sup>) paragraph:

Lessee expressly agrees that no later than the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month following completion of the Lessor improvements contemplated in Section 9(b) herein, such status of completion of improvements to be the sole discretion of the Lessor and to be documented by written notice of completion by the Port Director, the Leased Premises will on that date expand to include all of Warehouse 1, specifically adding the northern half (1/2) of Warehouse 1 to the definition of Leased Premises, and on that date Lessee shall be obligated to all rental rates pursuant to Section 6 applied to the entire Warehouse 1 Leased Premises and such shall be due and owing by Lessee to Lessor.

3. Section 5 of the Original Agreement is deleted in its entirety.
4. New Section 5 of the Original Agreement hereby created in its entirety to read:

**5. OUTSTANDING AMOUNT PAYMENT PLAN.**

(a) Lessee acknowledges and agrees that as of March 15, 2017 Lessee failed to pay past-due outstanding amounts in dockage or vessel fees and related charges of no less than Two Hundred Sixty Nine Thousand Two Hundred and Forty Seven Dollars (\$269,247.00) immediately owing to the City, and in lieu of default upon request from Lessee, the City will agree to a payment plan respecting such outstanding amounts as further described in this Section 5(a). Lessee agrees the unwanted continued existence of these outstanding amounts are material considerations in continuing this Agreement between the parties, and that any lack of payment as required in the payment plan hereinafter described, for any reason, by Lessee shall give the City the absolute right to terminate the lease immediately, which right the City may exercise at its sole discretion. Therefor, in addition to timely payment of monthly rents, utility, fees, taxes, charges, payments, or other monetary obligations under this Agreement or any other agreement, or owing as a result of Lessee's operations at the Port, Lessee shall pay Ten Thousand Dollars (\$10,000.00) per month toward the outstanding past-due balance, with a final balloon payment for the entire outstanding amount including interest at twelve percent (12%) per annum as further described and calculated in the Port Tariff, by no later than September 30, 2017. Lessee expressly acknowledges the material nature of Lessee's compliance with the payments as herein stated, and the City's right to immediately terminate the lease for any non-payment hereunder. Upon City determination to terminate the lease for any non-payment of monetary obligations, Lessee will immediately within twenty (20) days, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such

land and property will be in good condition.

(b) Lessee further acknowledges and agrees that as of March 15, 2017 Lessee failed to pay past-due outstanding amounts in dockage or vessel fees and related charges of no less than Three Hundred Sixty Three Thousand Dollars (\$363,000.00) owing to the City, and in lieu of default upon request from Lessee, the City will agree to a payment plan respecting such outstanding amounts as further described in this Section 5(b). Lessee agrees the unwanted continued existence of these outstanding amounts are material considerations in continuing this Agreement between the parties, and that any lack of payment as required in the payment plan hereinafter described, for any reason, by Lessee shall give the City the absolute right to terminate the lease immediately, which right the City may exercise at its sole discretion. The parties acknowledge and agree that Grant reimbursement of certain project related expenses incurred by Lessee is in question. Therefore, in addition to timely payment of monthly rents, utility, fees, taxes, charges, payments, or other monetary obligations under this Agreement or any other agreement, or owing as a result of Lessee's operations at the Port, and the payment of Ten Thousand Dollars (\$10,000.00) per month toward the outstanding past-due balance discussed in Section 5(a) above, upon determination by the Port Director with the prior consent of the City Chief Financial Officer, Lessee shall remit to Lessor any unabated balance remaining from the Three Hundred Sixty Three Thousand Dollars (\$363,000.00) in outstanding receivables owed by Lessee to Lessor but which are held in abeyance. Upon determination of the Port Director with the prior consent of the City Chief Financial Officer that any or all of the entire outstanding balance in this Section 5(b) is not covered by the Grant, then, in the sole discretion of the Port Director and with the prior consent of the City Chief Financial Officer, any, if any, reduction, credit or offset of the entire outstanding balances shall be determined by the Port Director with the prior consent of the City Chief Financial Officer. After any such offset, if any, any remaining balance, which may include any interest on such amounts at twelve percent (12%) per annum as further described and calculated in the Port Tariff, shall be remitted by Lessee to Lessor no less than ninety (90) days from the date of written notice from the Port Director to the Lessee regarding the amount remaining owed and terms of repayment. Lessee expressly acknowledges the material nature of Lessee's compliance with the payments as herein stated, and the City's right to immediately terminate the lease for any non-payment hereunder. Upon City determination to terminate the lease for any non-payment of monetary obligations, Lessee will immediately within twenty (20) days, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such land and property will be in good condition.

5. Section 6 of the Original Agreement is hereby amended in its entirety to read:

6. **RENT.**

(a) Effective upon the Commencement Date of this Agreement, and as compensation for the exclusive use of the facilities described in Section 4 above, Lessee shall pay to Lessor rent in the amount of One Hundred Four Thousand Four Hundred Dollars (\$104,400.00) per year payable in twelve (12) equal monthly payments of Eight Thousand Seven Hundred Dollars (\$8,700.00) per month, plus sales tax, due and payable in advance on the first (1<sup>st</sup>) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

(b) Rental rates for Lessee's expansion of its Leased Premises to include the entirety of Warehouse 1, expanding into the northern half (1/2) of Warehouse 1, whether undertaken in accordance with the terms of Section 4, Section 8 or Section 9(b) of this Agreement, shall be at the applicable per square foot rental rate then being paid by Lessee multiplied by the total number of square feet of Lessee's expanded Leased Premises with the total of Warehouse included, and inclusive of revision or expansion thereof, plus sales tax, for the entirety of Warehouse 1 due and payable in advance on the first (1<sup>st</sup>) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

(c) Any additional space, whether taken by Lessee in accordance with Section 4, Section 8 or Section 9(b) of this Agreement or any other additional space occupied by Lessee, shall immediately be incorporated into, and considered part of, Lessee's Leased Premises, and all terms and conditions of this Agreement shall be at the applicable per square foot rental rate then being paid by Lessee multiplied by the total number of square feet of Lessee's Leased Premises, due and payable in advance on the first (1<sup>st</sup>) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

6. Section 8 of the Original Agreement is hereby amended in its entirety to read:

8. **EXPANSION.** In the event Lessee desires to expand its Warehouse 1 leasehold into portions of the northern half (1/2) of Warehouse 1 prior to completion of the improvements as addressed in Section 9(b) below, contingent upon full satisfaction of outstanding amounts in Section 5 above, Lessee may request, in advance, in writing to the Port Director, such expansion on a temporary or permanent basis, the grant of any such expansion to be made in the sole discretion of Lessor. The Mayor, in consultation with the Port Director, shall have the sole discretion to determine whether or not to grant any expansion request. If granted, this Lease shall be immediately amended by simple letter agreement between the parties hereto to reflect the revised boundaries of the Leased Premises, with the Mayor having full authority to sign any such agreement.

7. Section 9 of the Original Agreement is hereby amended in its entirety to read:

## 9. IMPROVEMENTS.

### (a) Improvements by Lessee

Lessee may install or construct within the southern half (1/2) of the Warehouse 1 Leased Premises all necessary equipment, fences, loading terminals, storage and maintenance buildings, offices and other facilities necessary to conduct the business herein authorized, with consent or approval by the Lessor. Lessee shall not construct any exterior improvements or alterations or alter or add to any exterior improvements without having first obtained the written consent of Lessor. Lessee shall submit to Lessor detailed plans and specifications for any contemplated exterior improvements or alterations before Lessor shall be required to give such consent, which consent shall not be unreasonably withheld. Lessor shall respond to any such submittal by approving or disapproving the same within thirty (30) business days of receipt; if Lessor fails to disapprove the submitted plans and specifications (and give the reasons for such disapproval) in writing within such thirty (30) business day period, Lessor shall be deemed to have approved the plans and specifications and the contemplated improvements. Lessee shall bear the cost of any such construction or alteration undertaken by Lessee.

Prior to any construction, improvement or alteration, Lessee shall obtain all required permits from all governmental agencies having jurisdiction over the Leased Premises or the activities conducted thereon and any construction, improvements or alterations shall be in accordance with all ordinances, laws, rules and regulations applicable thereto.

After the expiration, termination or cancellation of this Agreement including without limitation a default by Lessee, **except in circumstances as specified in Section 5 above**, Lessee shall remove any and all improvements it has placed or had placed on the Leased Premises or the property over which any easement is hereunder granted in no less than three (3) months from the date of expiration, termination or cancellation, provided however, that the full rent and other charges due under this Agreement shall continue until all such the improvements and alterations are removed, with all said charges being prorated on a daily basis. Further, Lessee shall not remove any of such improvements until it has discharged all of its obligations under this Agreement, including without limitation the payment in full of all rents and other amounts due (except as provided herein to the contrary), and Lessor shall have a lien on such improvements and all other property of Lessee for all delinquent rents and other amounts.

Lessee shall repair any damage to the Leased Premises caused by the removal by Lessee of any improvements from the Leased Premises. Failure by the Lessee to remove any improvements, alterations, or other property, real or



personal, within the three (3) month period shall constitute an abandonment of said property and Lessee agrees that any such property shall become the property of the Lessor. Further, Lessee shall reimburse Lessor for any and all costs resulting from any requirement for the Lessor to remove, store, alter, or in any way dispose of all property left by Lessee. During any such period, Lessee shall not introduce or store any new property in or about the Leased Premises or undertake any other business activity in the Leased Premises or at the Port except for the removal of such improvements, equipment, materials and property previously stored in the Leased Premises.

**(b) Lessor Improvements.**

The parties acknowledge the Lessor contemplates the construction of certain improvements pursuant to FDOT Transportation Economic Development Project Fund Agreement FPN# 422354-2-94-01 ("Grant"), attached hereto as Exhibit B and incorporated herein by this reference, provided however, only to the extent such Lessor improvements may be designed and constructed by Lessor at a cost not to exceed the total amount of project funding provided by the Grant.

In the event the desired improvements are deemed, by the Port Director with the prior consent of the City Chief Financial Officer, to exceed Grant budgetary parameters, the Port Director with the prior consent of the City Chief Financial Officer, in their sole discretion may either terminate such improvements, evaluate reduction in project scope and design to assess feasibility of improvements, or, contingent upon full satisfaction of outstanding amounts in Section 5 above, permit Lessee to pay, at Lessee's sole cost and expense, in advance of any construction, one hundred percent (100%) of any cost in excess of budgetary parameters and any associated costs.

As provided in Section 4 above and Section 6(b) above, upon completion of Lessor's improvements in this Section 9(b), Lessee shall occupy and pay rent on the total space of Warehouse 1. Upon occupation of Warehouse 1 hereunder, Lessee shall simultaneously become solely responsible, at Lessee's sole cost and expense, for maintaining the improvement in strict accordance with all manufacturer guidelines, any applicable Grant guidelines, and to the satisfaction of Lessor. Lessor may, in Lessor's discretion, inspect improvements as Lessor deems necessary.

Notwithstanding anything in this Agreement to the contrary, title to improvements in this Section 9(b) shall vest in Lessor upon completion and shall in no event be removed by Lessee.

8. Section 14 of the Original Agreement is hereby amended in its entirety to read:

14. **DOCKAGE FEES.** With the exception of the fees addressed in Section 5 above, unless otherwise requested on a case-by-case basis by Lessee and

approved by Lessor, dockage fees assessed against vessels calling at Lessee's facility shall be billed to and paid by Lessee. The dockage rate for all vessels calling at Lessee's facility shall be sixty percent (60%) of the applicable full Port Tariff rates then in effect, or the any applicable frequency or volume incentive rate requested by Lessee and approved by the Port Director in accordance with applicable provisions of the Port Tariff.

9. Section 15 of the Original Agreement is hereby amended in its entirety to read:

15. **VESSEL SECURITY AND HARBOR FEES.** With the exception of the fees addressed in Section 5 above, unless otherwise requested on a case-by-case basis by Lessee and approved by Lessor, vessel security and harbor fees assessed against vessels calling at Lessee's facility shall be billed to and paid by Lessee. Vessel security and harbor fees shall be assessed at one hundred percent (100%) of the Port Tariff rates then in effect.

10. Section 20 of the Original Agreement is hereby amended in its entirety to read:

20. **UTILITIES.** For any required utilities, Lessee shall arrange for direct billing with the appropriate utility provider. If direct billing is not possible due to the placement or routing of utility infrastructure, Lessor and Lessee shall develop a mutually agreeable methodology by which the Lessor will bill the Lessee its pro-rata share of those utilities. Construction, installation and maintenance of any improvements to utility infrastructure required to support Lessee's operations shall be at the sole cost and expense of Lessee, other than construction of any utility infrastructure under Section 9(b) above that are within budgetary parameters. This stipulation does not apply to the provision of potable water to vessels, which is a service provided by the Port of Pensacola, Operations Division. Provision of potable water to vessels must be requested in advance in accordance with Port Tariff Item 440 and all applicable fees as expressed in Port Tariff Item 440 and Port Tariff Item 442 will be assessed to the party responsible for payment of vessel fees as described in Section 14 and 15 of this Agreement.

11. Section 21 of the Original Agreement is hereby amended in its entirety to read:

21. **MAINTENANCE.** Lessee shall maintain the leasehold improvements of whatever nature situated on the Leased Premises at its own expense. Lessee shall at all times maintain the Leased Premises in a safe, neat and orderly manner; free from trash, debris or other unsafe, unsightly or unsanitary matter. Should Lessee fail to maintain the Leased Premises in a safe, neat and orderly manner, the Lessor reserves the right to intervene in the resolve such matters after a period of seventy-two (72) hours. All costs for such intervention by the Lessor will be the responsibility of Lessee, at Lessee's sole cost and expense, pursuant to the Port of Pensacola Terminal Tariff. Lessor's obligation, if any, to maintain the Leased Premises shall be

limited to major structural components, including but not necessarily limited to those items listed in Section 23. All other maintenance, including maintenance of any and all improvements constructed or placed by the Lessee, shall be the responsibility of the Lessee, at Lessee's sole cost and expense.

With the exception of improvements pursuant to Section 9(b) above, Lessee has the right to make any and all repairs to the Leased Premises or the supporting improvements that are the responsibility of Lessor to correct conditions that immediately and significantly threaten its leasehold improvements, warehouse contents, or operations thereof. Lessee shall notify Lessor of any such intended repair action at least fifteen (15) days prior to the work being performed unless said work must be performed immediately to address an emergency situation (i.e., to prevent the threat of imminent property damage or personal injury or a material interruption of Lessee's business operations), in which event Lessee may perform such work immediately without notice or expiration of a waiting period (but Lessee shall notify Lessor of such repair work as soon as practicable following initiation of emergency repair efforts). Notwithstanding the foregoing, in no event shall Lessee have the right to proceed with work until approved by the Port Director. This provision will not be exercised unreasonably by Lessor or Lessee, but is intended to allow Lessee to protect the substantial investment being made in the leasehold improvements and Lessee's business operation. If Lessee undertakes repairs that are the responsibility of Lessor, upon approval of Lessor, Lessor shall reimburse Lessee for the reasonable and necessary costs and expenses incurred by Lessee therefore.

12. Section 23 of the Original Agreement is hereby amended in its entirety to read:

**23. REPRESENTATIONS CONCERNING CONDITION.** Lessor warrants and represents that the real property of the Leased Premises, and excepting any improvements under Section 9 above, are in good and serviceable condition and in compliance with all applicable laws, codes and regulations with respect to all major structural components including, but not limited to, the following:

- (a) roof and structural components thereof
- (b) exterior walls and structural components thereof
- (c) gutters/drains/downspouts
- (d) plumbing, drains and storm drains
- (e) basic electrical supply and distribution
- (f) foundation and loading docks
- (g) doors (personnel and cargo)

13. Section 35 of the Original Agreement is hereby amended in its entirety to read:

**35. SURRENDER.** Subject to the provisions of Section 5 above, upon the

expiration or termination of this Lease for any cause, Lessee shall peaceably deliver up the Leased Premises to the Lessor in the same condition as existed, on the date of this Agreement, ordinary wear and tear, excepted, with all improvements to become the sole property of the Lessor and to be surrendered by Lessee in same or better condition as upon completion of installation.

14. Section 36 of the Original Agreement is hereby amended in its entirety to read:

36. **DEFAULT.** Prompt payment by Lessee of all rents and other monetary obligations hereunder at the time the same becomes due and payable and the prompt and faithful performance of all the terms and conditions hereof are the conditions upon which this Lease Agreement is made. With the exception of the provisions of Section 5 above, in the event that Lessee should fail to comply with the terms of this Lease, and said default shall continue for a period of thirty (30) days after written notice to Lessee, Lessor, at its option, may declare this Lease terminated and may pursue all legal options available to it. If the default is a non-monetary default, Lessor shall not terminate the Lease or exercise any other right or remedy provided that Lessee is diligently proceeding to cure said default.

If Lessor defaults in the performance or observance of any provision of this Lease Agreement, Lessee shall give Lessor notice specifying in what manner Lessor has defaulted and if such default shall not be cured by Lessor within thirty (30) days after the delivery of such notice (except that if such default cannot be cured within said thirty (30) day period, this period shall be extended for a reasonable additional time, provided that Lessor commences to cure such default within the thirty (30) day period and proceeds diligently thereafter to effect such cure), then, in addition to such other remedies as are available at law or in equity, Lessee may cure such default and invoice Lessor for the reasonable and necessary costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by Lessee therefore

15. Section 38 of the Original Agreement is hereby amended in its entirety to read:

38. **NOTICES.** Any notices required by this Lease Agreement or by law to be sent to Lessor shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or certified mail, return receipt requested, addressed to Lessor as follows:

Port Director  
Port of Pensacola  
700 South Barracks Street  
Pensacola, Florida 32502

with a copy to:  
City of Pensacola  
Attn: City Administrator  
222 W. Main Street

Pensacola, Florida 32502

Any notices required by this Lease Agreement or by law to be sent to Lessee shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or certified mail, return receipt requested, addressed to Lessee as follows:

Chief Financial Officer  
Offshore Inland Marine & Oilfield Services  
640 S. Barracks St.  
Pensacola, FL 32502

Either party may change the above address by providing 10 days advance written notice to the other party.

16. Section 39 of the Original Agreement is hereby amended in its entirety to read:  
39. **ADMINISTRATION OF AGREEMENT.** The Port Director shall serve as administrator of this Agreement on behalf of the Lessor. Administrator of this Agreement on behalf of the Lessee shall be the Chief Financial Officer.
17. Section 41 of the Original Agreement is hereby amended in its entirety to read:  
41. **TAXES.** During the term of this Agreement, Lessee shall be responsible for all taxes and assessments levied on the Leased Premises and improvements, including all improvements under Section 9 above, regardless of whether Lessee or Lessor is billed.
18. Section 42 of the Original Agreement is hereby deleted in its entirety.
19. New Section 42 of the Original Agreement is hereby created to read:  
42. **PUBLIC RECORDS.** 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.
20. New Attachment A to the Original Agreement is hereby created to read:

*(attached hereto as Attachment A to this Amendment No. 1)*

3. The remainder of the Agreement not amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Original Agreement.

**CITY OF PENSACOLA, FLORIDA**

**OFFSHORE INLAND & MARINE  
OILFIELD SERVICES, INC. .**

\_\_\_\_\_  
Mayor, Ashton J. Hayward, III

Attest:

By \_\_\_\_\_  
President

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

Attest:

SEAL

By: \_\_\_\_\_  
Corporate Secretary

(SEAL)

Witnesses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witnesses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney

Approved As To Substance:

\_\_\_\_\_  
Department Director/Division Head



## **Attachment "A"**

**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](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00254

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

NEW MARKET TAX CREDIT UNWIND

### **RECOMMENDATION:**

That City Council authorize the Mayor to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction. This includes but is not limited to executing an Interlocal Agreement with the Community Maritime Park Associates, Inc. (CMPA) and the Community Redevelopment Agency (CRA) to terminate the Project Support Payments to the CMPA. Further, as provided in the CMPA Articles of Incorporation, that the City accept the CMPA's distributed assets. In addition, that upon NMTC unwind, when the City owns the CTA Investment Fund that City Council authorize the Mayor to forgive the loans made to the CMPA.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

In order to finance the development and construction of the public improvements at the Maritime Park, the City of Pensacola issued Redevelopment Revenue Bonds in December 2009. Approximately \$39.8 million of the bond proceeds were loaned by the City to CTA Investment Fund, LLC (the "Investor") and combined with other funds of the Investor to make equity investments in three separate Community Development Entities (CDEs) to take advantage of New Market Tax Credits (NMTC) under Section 45D of the Internal Revenue Code of 1986 and Section 288 of the Florida Statutes.

With these funds, the CDEs made mortgage loans to the CMPA on May 27, 2010 totaling approximately \$54 million to finance the public use portion of the Maritime Park. The loans have required monthly interest payments which have been paid from Project Support payments received by the CMPA from the CRA. Effective July 1, 2017, monthly principal payments will begin and continue through final maturity in 2040 unless the NMTC structure is collapsed.

The City entered into a "put and call" agreement with U.S. Bancorp Community Development Corporation (USBCDC), the owner of 100% of the Investor. The agreement allows the USBCDC to "put" its interest in the Investor to the City. If USBCDC exercises this option, the City will pay a purchase price of \$1,000 plus any transfer or closing costs. In the event the "put" is not exercised, the City can exercise a "call" option to

purchase the ownership interest in an amount equal to the fair value of the interest.

The “put and call” option becomes exercisable after May 27, 2017, seven (7) years after the NMTC transaction originated. Per conversations with USBCDC, it is contemplated that the “put” option will be exercised therefore City Staff has been consulting with NMTC attorneys in preparation of the exit strategy. Once the “put” option is exercised, the City will own the CTA Investment Fund and its interest in the CDEs. The City will have the option to cause the CDEs to distribute to the City the loans from the CDEs to the CMPA and following such distribution, to forgive the loans to the CMPA.

Upon loan forgiveness, the NMTC structure will be collapsed and the compliance requirements will no longer be in effect. At that time a Supplemental Interlocal Agreement will be executed to terminate the Project Support payments from the CRA to the CMPA so that the CRA can make such payments to fund debt service on the Redevelopment Revenue Bonds. Finally the CMPA’s CDE Management Reserve bank accounts funded during origination of the NMTC transaction to pay the CDE annual loan servicing will be exhausted when the final payment is paid to the CDEs on May 1, 2017.

At the CMPA Board of Trustees Meeting on March 22, 2017 the Trustees unanimously approved the following action:

That the CMPA Board of Trustees authorize Chairman Reeves to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction, included but not limited to executing an Interlocal Agreement with the City and Community Redevelopment Agency to terminate the Project Support payments. Further that the Board authorize the Chairman to distribute CMPA’s assets to the City as outlined in CMPA’s Articles of Incorporation and wrap up the financial affairs of the CMPA.

The CRA will be considering the following item at its CRA Board Meeting on Monday, April 10, 2017:

That CRA authorize the CRA Chairperson to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction, included but not limited to executing an Interlocal Agreement with the Community Maritime Park Associates, Inc. (CMPA) and the CRA to terminate the Project Support Payments to the CMPA.

#### **PRIOR ACTION:**

March 27, 2006 - City Council approved an Interlocal Agreement between the City and the CRA providing for financial assistance in the development, design, constructing and equipping of infrastructure and public improvements at the Community Maritime Park.

March 27, 2006 - City Council approved the Master Development Agreement and Master Lease Agreement between the City and the CMPA related to the development, construction and operation of the Community Maritime Park.

October 9, 2006 - City Council adopted Resolution 34-06 declaring its intention to finance certain capital expenditures for the Community Maritime Park through the issuance of new debt.

October 8, 2009 - City Council adopted Resolution 33-09 authorizing the issuance of Redevelopment Revenue Bonds, Series 2009 and approved all actions necessary to complete the sale. Further, that Bonds be issued in an amount not to exceed \$48 million.

March 11, 2010 - City Council adopted Resolution 03-10 designating the CMPA as an instrumentality of the City and accepting the power to appoint and remove Trustees of the CMPA.

May 13, 2010 - City Council adopted Resolution 14-10 amending Resolution 33-09 (Redevelopment Revenue Bonds, Series 2009).

May 13, 2010 - City Council adopted Resolution 15-10 authorizing the City Manager to execute all documents necessary to obtain NMTC funding for the Community Maritime Park.

May 13, 2010 - City Council approved the Omnibus Amendment to the March 27, 2006 Master Development Agreement and Master Lease Agreement between the City and the CMPA.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

There is no financial impact to the City. The funds for the estimated transfer and closing costs are appropriated in the CRA Fiscal Year 2017 Budget.

**CITY ATTORNEY REVIEW:** Yes

3/31/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00241

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - VIDEO DETECTION EQUIPMENT

**RECOMMENDATION:**

That City Council authorize the Mayor to execute and implement a Joint Participation Agreement (JPA) with FDOT for the purchase of Video Detection Equipment to be installed at certain state-owned intersections within the City. Further, that City Council adopt a supplemental budget resolution appropriating the funds from the FDOT. Finally that City Council authorize the Mayor to take any and all actions necessary to execute and implement the JPA with the FDOT.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has requested \$57,250 from FDOT to purchase Video Detection Equipment for the following intersections that are State owned within City limits:

- E. Garden Street and S. Palafox Street
- W. Garden Street and S. "A" Street
- W. Cervantes Street and N. "A" Street
- S. Pace Boulevard and Barrancas Avenue

More specifically, this equipment will provide improved vehicular detection of traffic at the intersections versus placement of the in-ground conductive loops that are cut into the pavement surface, which is considered dated-technology. With this advanced technology, trouble shooting the traffic signals/intersections will be expedited and traffic lanes will not have to be closed to perform any kind of repair. This results in maintenance cost savings to the City for each location and less impact and delay to the traveling public. These locations are also located within the FY17 Street Rehabilitation Project (groups 7, 8, and 9) area and would result in a cost savings to each group due to the omission of new traffic loops placed in the pavement, because of this updated technology.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$57,250

Actual: \$57,250

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the funding from the FDOT, per the JPA for the referenced improvements. There will be no required re-payment of the subject funds to FDOT.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

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

**ATTACHMENTS:**

- 1) Joint Participation Agreement
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Explanation

**PRESENTATION:** No

Financial Project Number(s): N/A  
COUNTY: ESCAMBIA

**JOINT PROJECT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF PENSACOLA**

**Video Detection Equipment**

This AGREEMENT is between the State of Florida Department of Transportation (the "DEPARTMENT"), and the City of Pensacola, with offices at 222 West Main Street Pensacola, FL 32502 (the "CITY"). The DEPARTMENT and the CITY are sometimes referred to in this AGREEMENT as a "Party" and collectively as the "Parties."

1. The Parties are desirous of having the CITY install video detection equipment at four locations identified within this agreement, identified to the Parties as the "PROJECT"; and
2. The DEPARTMENT is prepared to reimburse the CITY for direct costs of purchasing video detection cameras for the PROJECT in an amount up to but not to exceed FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$57,250.00) that it has allocated in the fiscal year designated as FY 2018; and
3. This AGREEMENT is in the best interest of both the Parties, and it would be more practical, expeditious, and economical for the CITY to perform such activities; and
4. The CITY by a vote of its City Commission on \_\_\_\_\_, 2017 has authorized the proper CITY officials to enter into this AGREEMENT. A copy of the resolution is included on Exhibit "C."

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, and in compliance with Sections 334.044 and 339.12, Florida Statutes, F.S., the Parties agree to the following:

**5 – SERVICES AND PERFORMANCE**

- A. The recitals set forth in paragraphs 1-4 above are true and correct and are deemed incorporated herein.
- B. The CITY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and adhere to the criteria for evaluating successful completion. The PROJECT and the



quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A" – Scope of Services.

- C. The CITY shall obtain any and all necessary permits as required for completion of the PROJECT.
- D. The CITY agrees that all work performed and materials used in administering the PROJECT shall be in accordance with the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, Design Standards and Federal Manual of Uniform Traffic Control Devices ("MUTCD"), the DEPARTMENT'S Structures Design Manual, the DEPARTMENT'S Plans Preparation Manual ("PPM"), Manual for Uniform Minimum Standards for Design, Rule 14-51, Florida Administrative Code, and the DEPARTMENT'S Traffic Engineering Manual ("TEM"). The CITY shall not perform any work and/or use any materials in administering the PROJECT which are not in accordance with the foregoing without the prior written consent of the DEPARTMENT.
- E. If the CITY hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, F.S.).
- F. The CITY shall not sublet, assign or transfer this AGREEMENT without prior written consent of the DEPARTMENT.
- G. Upon completion of the work authorized by this AGREEMENT, the CITY shall notify the DEPARTMENT in writing of completion.
- H. The CITY:
  - i). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of the AGREEMENT; and
  - ii). Shall expressly require any subcontractors performing work or providing services pursuant to the AGREEMENT to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the AGREEMENT.
- I. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

**FOR THE CITY:**

City of Pensacola  
222 West Main Street  
Pensacola, FL 32502  
Attn: L. Derrik Owens, Public Works Director

**FOR THE DEPARTMENT:**

Florida Department of Transportation  
District Traffic Operations Office  
Post Office Box 607  
Chipley, Florida 32428  
Attn: Kenneth Shiver, District Traffic Systems Specialist

**6 – COMPENSATION AND PAYMENT**

- A. The DEPARTMENT shall reimburse the CITY for direct costs of the PROJECT actually incurred by the CITY, excluding CITY overhead, in an amount up to but not to exceed **FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$57,250.00)** that the DEPARTMENT has allocated in its fiscal year designated as FY 2018 for services described in Exhibit “A” – Scope of Services. It shall be noted that any accrued funding allocated by the DEPARTMENT in any previous fiscal year toward the PROJECT shall be permitted to “roll over” to be available for expenditure by the CITY in subsequent fiscal years. Any additional costs, or other items not covered by this AGREEMENT shall be the CITY’S sole responsibility. The Method of Compensation is included as Exhibit “B.”
- B. The DEPARTMENT shall reimburse the CITY contingent upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall include a copy of the canceled check tendered by the CITY to the consultant/contractor/vendor who performed the work or provided services or materials under the PROJECT. Supporting documentation shall also include dates of services and items of work performed on the PROJECT.
- C. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable deliverables as established in Exhibit “A” – Scope of Services. Deliverables must be received and accepted in writing by the DEPARTMENT’s Project Manager or designee prior to reimbursements.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” – Scope of Services was met.

- i). See the Exhibit "B" for additional measurement and payment provisions.
- E. The CITY may receive progress payments for deliverables based on documented expenses incurred in support of the PROJECT, and where applicable the vendor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapter 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the CITY is unsatisfactory, the DEPARTMENT shall notify the CITY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The CITY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the CITY 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 CITY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the CITY resolves the deficiency. If the deficiency is subsequently resolved, the CITY may bill the DEPARTMENT for the retained amount during the next billing period. If the CITY is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. The CITY should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days unless bid specifications, purchase order, or the AGREEMENT specifies otherwise. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- H. If a payment is not available within forty (40) days after receipt of a properly completed invoice, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices that have to be returned to the CITY because of CITY 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.

- I. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- J. The DEPARTMENT shall make payment(s) by check payable to the City of Pensacola, and forward payment(s) to: L. Derrik Owens, 222 West Main Street Pensacola, FL 32502.
- K. 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 one (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 \$25,000.00 and which have a term for a period of more than one (1) year.
- L. The DEPARTMENT'S obligation to pay under this section is contingent upon an annual appropriation of the Florida Legislature.
- M. 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 for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the CITY'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.
- N. There shall be no reimbursement for travel expenses under this AGREEMENT.
- O. The DEPARTMENT shall have the right to retain out of any payment due the CITY under this AGREEMENT an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the CITY on any other Agreement between the CITY and the DEPARTMENT.
- P. PROJECT costs eligible for DEPARTMENT participation shall be allowed only for costs incurred after the date of final execution of this AGREEMENT.

## 7 – INDEMNITY 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 the 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 CITY guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the CITY or any subcontractor, in connection with this AGREEMENT. Additionally, the CITY agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this AGREEMENT.

“To the fullest extent permitted by law the CITY’S contractor shall indemnify and hold harmless the CITY, the State of Florida, Department of Transportation, and its 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 contractor and persons employed or utilized by contractor in the performance of this Contract.

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 CITY’S sovereign immunity.

To the fullest extent permitted by law, the CITY’S consultant shall indemnify and hold harmless the CITY, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the 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 CITY’S sovereign immunity.”

- B. If the CITY obtains a contractor/consultant for the PROJECT, The CITY shall carry or cause its contractor/consultant to carry and keep in force during the period of this AGREEMENT a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this AGREEMENT. In addition to any other forms of insurance or bonds required under the terms of the AGREEMENT, when it includes construction within the limits of a railroad right-of-way, the CITY must provide

or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended. The CITY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. With respect to any general liability insurance policy required pursuant to this AGREEMENT, all such policies shall be issued by companies licensed to do business in the State of Florida. The CITY shall provide to the DEPARTMENT certificates showing the required coverage to be in effect with endorsements showing the DEPARTMENT to be an additional insured prior to commencing any work under this AGREEMENT. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days advance notice shall be given to the DEPARTMENT or as provided in accordance with Florida law.

## **8 – COMPLIANCE WITH LAWS**

- A. The CITY shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CITY in conjunction with this AGREEMENT. Specifically, if the CITY is acting on behalf of a public agency the COUNTY shall:
1. Keep and maintain public records required by the DEPARTMENT in order to perform the services being performed by the CITY.
  2. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and upon request from the DEPARTMENT, provide the DEPARTMENT with a copy of the requested record at no cost to the DEPARTMENT.
  3. 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 and following completion of the AGREEMENT if the CITY does not transfer the record to the DEPARTMENT.
  4. Upon completion of the AGREEMENT, transfer, at no cost to the DEPARTMENT, all public records related to the AGREEMENT in possession of the CITY or keep and maintain public records required by the DEPARTMENT to perform the service. If the CITY transfers all public records to the DEPARTMENT upon completion of the AGREEMENT, the CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of the AGREEMENT, the CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT'S custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

Failure by the CITY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT. The CITY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the CITY and shall promptly provide the DEPARTMENT a copy of the CITY'S response to each such request.

- B. The CITY warrants that it has not employed or obtained any company or person, other than bona fide employees of the CITY to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the CITY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the AGREEMENT without liability.
- C. The CITY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof. The CITY shall not discriminate on the grounds of race, color, religion, sex or national origin in performance of work under this AGREEMENT.
- D. This AGREEMENT is governed by and shall be construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this AGREEMENT shall be in Leon County, Florida.
- E. No funds received pursuant to this AGREEMENT may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- F. The CITY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this AGREEMENT.
- G. Any PROJECT funds made available by the DEPARTMENT pursuant to this AGREEMENT which are determined by the DEPARTMENT to have been expended by the CITY 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 CITY 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.
- H. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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, for CATEGORY TWO for a period of 36



months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

## **9 – TERMINATION AND DEFAULT**

- A. If the DEPARTMENT determines the performance of the CITY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the AGREEMENT, or (b) notifying the CITY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the AGREEMENT will be terminated at the end of such time, or the DEPARTMENT will take whatever action is deemed appropriate by the DEPARTMENT.
- B. The DEPARTMENT may cancel this AGREEMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to terminate or cancel this AGREEMENT in the event the CITY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this AGREEMENT in the event of an assignment being made for the benefit of creditors. This AGREEMENT may be canceled by the CITY upon (60) sixty days written notice to the DEPARTMENT.
- C. If the DEPARTMENT requires termination of the AGREEMENT for reasons other than unsatisfactory performance of the CITY, the DEPARTMENT shall notify the CITY of such termination, with instructions to the effective date of termination or specify the stage of work at which the AGREEMENT is to be terminated.
- D. If the AGREEMENT is terminated before performance is completed, the CITY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the CITY.

## **10 - MISCELLANEOUS**

- A. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is

further agreed that no modification, amendment, or alteration in the terms and conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- B. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the CITY under any circumstances without the prior written consent of the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.
- C. In no event shall the making by the DEPARTMENT of any payment to the CITY 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 CITY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- D. Unless otherwise provided herein or by Amendment, the provisions of this AGREEMENT will remain in full force and effect until the PROJECT is completed and appropriate reimbursements are made, or for a one (1) year term from the date of execution of this AGREEMENT, whichever occurs first.
- E. The CITY agrees to comply with, and to incorporate in all subcontracts the obligation to comply with, Section 20.055(5), Florida Statutes and Section 255.0991, Florida Statutes.
- F. The effective date of this AGREEMENT shall be the latest date on which a party executes this AGREEMENT.

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IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the dates set forth below.

CITY OF PENSACOLA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ (Seal)

LEGAL REVIEW:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Phillip Gainer, P.E.  
District Secretary  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Krissy Cook  
Executive Secretary (Seal)

LEGAL REVIEW:

By: \_\_\_\_\_  
Office of the General Counsel

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## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **Video Detection Equipment**

##### **Project Summary:**

This PROJECT involves the deployment of GRIDSMART video detection equipment at four intersections within the City of Pensacola. The use of GRIDSMART video detection allows the CITY to have versatility with the video detection equipment including traffic monitoring within the four intersection as well as collecting traffic data.

##### **Scope of Services/Deliverables:**

The Scope of Services for this AGREEMENT includes all work, labor, activities, services, materials and equipment that is necessary to successfully install a GRIDSMART video detection system at the intersections identified below in the City of Pensacola.

Intersection	Number of Cameras	Camera Type
Garden Street & Palafox Street	1	Single
Garden Street & A Street	1	Single
Cervantes Street & A Street	1	Single
Pace Boulevard & Barrancas Avenue	2	Dual

All parts, cabling, hardware, installation and integration will be the responsibility of the City of Pensacola.

##### **Benefits of Deployment:**

Benefits to the CITY addressed in this AGREEMENT will provide more efficient overall traffic management through the corridor by providing better tools to the traffic management system operations personnel. It provides increased traffic monitoring, increased data collection capabilities and reporting and overall safety of the public utilizing the public infrastructure.

*The remainder of this page intentionally left blank*

**EXHIBIT "B"**  
**METHOD OF COMPENSATION**

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Services) of this AGREEMENT, the DEPARTMENT shall reimburse The CITY for direct costs of the PROJECT actually incurred by the CITY, excluding CITY overhead, in an amount up to but not to exceed **FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$57,250.00)**. The DEPARTMENT shall reimburse up to but not exceeding \$13,500 for single camera units and up to but not exceeding \$17,200 for the dual unit. Method of Compensation shall be based on 3 single units and 1 dual unit with proper documentation of Invoice from vendor. Invoices and other backup documentation shall be clearly associated with the goal of procurement of video detection equipment for use within four intersections as stated in this AGREEMENT. Utilization of funding for the intended purpose under the terms of this AGREEMENT shall be plainly evident, otherwise the CITY should seek advance approval from the DEPARTMENT prior to expenditure of the funds. The DEPARTMENT in some cases may require a memorandum of justification or clarification from the CITY as backup for certain expenditures reimbursable under the terms of this AGREEMENT.

The CITY may receive progress payments up to the DEPARTMENT's participation limit for deliverables based on documentation of Invoice from vendor, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

*The remainder of this page intentionally left blank*

**EXHIBIT "C"**

**BOARD OF COUNTY COMMISSION**  
**RESOLUTION OR MEETING MINUTES**  
**FOR VIDEO DETECTION EQUIPMENT**

*The remainder of this page intentionally left blank*

**RESOLUTION**

**NO.   -**

**A RESOLUTION  
TO BE ENTITLED:**

**A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**A. SPECIAL GRANTS FUND**

As Reads	State Grants	1,463,089
To:		
Reads	State Grants	1,520,339
As Reads	Personal Services	7,585,962
To:		
Reads	Personal Services	7,643,212

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****APRIL 2017 - JPA WITH FDOT - VIDEO DETECTION EQUIPMENT**

FUND		AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>			
Estimated Revenues			
State Grants		57,250	Increase estimated revenue for State Grants
Total Revenues		<u>57,250</u>	
Appropriations			
Capital Outlay		57,250	Increase appropriation for Capital Outlay
Total Appropriations		<u>57,250</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-21

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-21 - JOINT PARTICIPATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION - VIDEO DETECTION EQUIPMENT

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 17-21.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017: PROVIDING FOR THE EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has requested \$57,250 from the Florida Department of Transportation (FDOT) to purchase Video Detection Equipment for the following intersections that are State owned within City limits:

- E. Garden Street and S. Palafox Street
- W. Garden Street and S. "A" Street
- W. Cervantes Street and N. "A" Street
- S. Pace Boulevard and Barrancas Avenue

More specifically, this equipment will provide improved vehicular detection of traffic at the intersections versus placement of the in-ground conductive loops that are cut into the pavement surface, which is considered dated-technology. With this advanced technology, trouble shooting the traffic signals/intersections will be expedited and traffic lanes will not have to be closed to perform any kind of repair. This results in maintenance cost savings to the City for each location and less impact and delay to the traveling public. These locations are also located within the FY17 Street Rehabilitation Project (groups 7, 8, and 9) area and would result in a cost savings to each group due to the omission of new traffic loops placed in the pavement, because of this updated technology.

**PRIOR ACTION:**

NONE

**FUNDING:**

Budget: \$57,250.00 FDOT - JPA

Actual: \$57,250.00

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the funding from the FDOT, per the JPA for the referenced improvements. There will be no required re-payment of the subject funds to FDOT.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

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

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 17-21
- 2) Supplemental Budget Explanation No. 17-21

**PRESENTATION:** No

**RESOLUTION  
NO. 17-21**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

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

**A. SPECIAL GRANTS FUND**

As Reads	State Grants	1,463,089
To:		
Reads	State Grants	1,520,339
As Reads	Personal Services	7,585,962
To:		
Reads	Personal Services	7,643,212

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****APRIL 2017 - JPA WITH FDOT - VIDEO DETECTION EQUIPMENT**

FUND		AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>			
Estimated Revenues			
State Grants		57,250	Increase estimated revenue for State Grants
Total Revenues		<u>57,250</u>	
Appropriations			
Capital Outlay		57,250	Increase appropriation for Capital Outlay
Total Appropriations		<u>57,250</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 04-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor  
City Council Member Sherri F. Myers

**SUBJECT:**

PROPOSED ORDINANCE NO. 04-17 - REPEALING SECTION 10-4-16(c) OF THE CITY CODE -  
INSTALLATION OF SERVICES

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 04-17 repealing Section 10-4-16(c) of the city code on second reading.

AN ORDINANCE REPEALING SECTION 10-4-16(c) OF THE CODE OF THE CITY  
OF PENSACOLA, FLORIDA, INSTALLATION OF SERVICES; PROVIDING FOR  
SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On October 6, 2008, the City Council voted to suspend Section 10-4-16 of the Code of the City of Pensacola regarding the installation of natural gas piping services.

On September 22, 2011 the City Council adopted Ordinance No. 21-11 reinstating installation services and a gas piping fee, while also proposing that Pensacola Energy develop a program in partnership with local plumbers to retain and grow customers through the promotion of natural gas appliances. The Plumbing Partnership Program was initiated in 2012.

The Mayor has directed Pensacola Energy to suspend services authorized under Section 10-4-16(c) until City Council has taken action on a proposed ordinance repealing Section 10-4-16(c). With City Council's approval to repeal Section 10-4-16(c), Pensacola Energy installation services for natural gas piping and appliances would no longer be authorized. Pensacola Energy will continue with the Pilot Lite Program as well as respond to emergency safety calls including calls when the odor of gas is detected. Pensacola Energy will take whatever measures would be necessary to ensure the immediate safety of their customers. Any major repairs or installations would be the responsibility of the customer. Therefore, Pensacola Energy would no longer be

authorized to provide these services.

**PRIOR ACTION:**

October 6, 2008 - City Council voted to suspend Section 10-4-16 of the City Code.

September 22, 2011 - City Council adopted Ordinance No. 21-11 reinstating installation services. and a gas piping fee.

March 9, 2017 - City Council adopted Proposed Ordinance No. 04-17 on first reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Approval of the repeal of Section 10-4-16(c) would have minimal financial impact in Fiscal Year 2017.

**CITY ATTORNEY REVIEW:** Yes

2/22/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 04-17

**PRESENTATION:** No



PROPOSED  
ORDINANCE NO. 04-17

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE REPEALING SECTION 10-4-16(c) OF THE CODE OF  
THE CITY OF PENSACOLA, FLORIDA, INSTALLATION OF  
SERVICES; PROVIDING FOR SEVERABILITY; REPEALING  
CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 10-4-16 of the Code of the City of Pensacola, Florida, is hereby  
amended to read as follows:

Sec. 10-4-16. - Installation of services.

- (a) The city will install for any new customer of its gas service a service line measuring from the gas main to the proposed meter site. For such portion of any such service line, the customer shall pay an installation charge equal to the cost of such installation minus the estimated net first annual revenue to the city derived from the sale of gas at the service address, such estimate to be determined by a representative of Energy Services of Pensacola. There shall be no installation charge if the estimated net first annual revenue exceeds the cost of installation.
- (b) The city may perform work on its distribution system upon customer or contractor request. Where applicable, the customer or contractor will pay a charge to offset the labor and materials expense as determined by a representative of Energy Services of Pensacola.
- (c) ~~The city will offer installation services for natural gas piping and natural gas appliances. Services include but are not limited to gas piping installation for cell towers, natural gas generators, water heater replacements, water heater conversions, miscellaneous house piping, and subcontracting services to builders in the new home construction market throughout the ESP franchise area. Pricing is based on standard vehicle costs, labor costs including overhead plus a moderate markup over cost that will not exceed twenty (20) percent. Any applicable rebates will be deducted from the installation charge. Work may be done by outside contractor or ESP staff.~~

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

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

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00260

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Sherri F. Myers

**SUBJECT:**

OVERRIDE MAYOR ASHTON HAYWARD'S VETO OF MARCH 14, 2017 OF THE CITY COUNCIL ACTION ITEM #17-00186, BEGIN THE PROCESS FOR HIRING A BUDGET ANALYST, PASSED BY CITY COUNCIL ON MARCH 9, 2017.

**RECOMMENDATION:**

That City Council vote to override Mayor Ashton Hayward's Veto, dated March 14, 2017, of City Council legislative action item #17-00186 pertaining to the City Council beginning the process of hiring a Budget Analyst, which City Council passed on March 9, 2017.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On November 4, 2014 the citizens of Pensacola passed, via referendum vote, a Charter Amendment stating in part, "The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council:...Budget Analyst, Legal Aide, Council Executive, Executive Assistant, Other Staff..." This amendment is found within the City Charter under the enumerated Powers and Duties of the City Council, Section 4.02(a) (6).

On February 12 (first reading) and March 12 (second reading and adoption) of 2015, the Office of City Council was established through Ordinance No. 05-15, each passing without a Mayoral Veto being offered.

On March 17 (first reading) and April 14 (second reading and adoption) of 2016, the position of Budget Analyst to the City Council was established (in accordance with City Charter 4.02(a) (6) via Ordinance No. 10-16, each passing without a Mayoral Veto being offered.

A 2016-2017 proposed budget was offered by the Mayor wherein funds were included for City Council Staff; also included was an organizational chart showing the position of Budget Analyst to the City Council. This proposed budget was approved by the City Council on September 14, 2016, passing without a Mayoral Veto being offered.

On March 9, 2017 the City Council passed a Legislative Action item to, "...begin the hiring process for a

Budget Analyst in accordance with City Charter 4.02(a) (6).”

On March 14, 2017 City Council was notified of the Mayoral Veto of this Legislative Action item, an item which functioned as an implementation of City Charter and in accordance with previously adopted City Ordinances.

The Charter of the City of Pensacola provides for enumerated Powers and Duties as an expressed will of the Citizens of Pensacola; it is therefore imperative that City Council override this Veto action of the Mayor in order to protect the will of the people.

**PRIOR ACTION:**

July 14, 2014 - City Council approved on first reading, Proposed Ordinance No. 31-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot

August 11, 2014 - City Council adopted Ordinance No. 28-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot

November 4, 2014 - Charter Amendment passed via referendum vote requiring the City Council to establish the Office of the City Council and to adopt by ordinance the position of budget analyst

February 12, 2015 - City Council approved on first reading, Proposed Ordinance No. 05-15, creating Section 2-2-10 of the City Code, creating the Office of City Council in accordance with City Charter 4.02(a)(6)

March 12, 2015 - City Council adopted Ordinance No. 05-15, creating the Office of City Council.

March 17, 2016 - City Council approved, on first reading, Proposed Ordinance No. 05-16, an ordinance creating Section 2-4-52 of the City Code, creating the position of Budget Analyst to the City Council in accordance with City Charter 4.02(a)(6)

April 14, 2016 - City Council adopted Ordinance No. 10-16, creating the position of Budget Analyst to the City Council

September 7, 2016 - City Council conducted first public hearing on the 2016-2017 City Budget and approved a tentative budget by Resolution No. 29-16

September 14, 2016 - City Council adopted the 2016-2017 City Budget by Resolution No. 32-16

March 9, 2017 - City Council passed a Legislative Action Item #17-00186 to begin the process for hiring a Budget Analyst to the City Council

March 14, 2017 - Mayor Hayward exercised Veto of Legislative Action Item #17-00186

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Ordinance No. 28-14, Creating Charter Amendment
- 2) Ordinance No. 05-15, Creating the Office of City Council
- 3) Ordinance No. 10-16, Establishing Position of Budget Analyst
- 4) Organizational Chart for Office of City Council
- 5) September 14, 2016 Council Report
- 6) March 9, 2017 Council Report
- 7) March 14, 2017 Veto Memos from Mayor Hayward

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 31-14

ORDINANCE NO. 28-14

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF PENSACOLA, FLORIDA; AMENDING SEC. 4.02 OF THE CHARTER TO ADD SUBSECTION (a)(6); PROVIDING THE CITY COUNCIL WITH AUTHORITY TO HIRE ITS OWN STAFF INDEPENDENT OF THE MAYOR'S AUTHORITY TO HIRE CITY OFFICERS AND EMPLOYEES; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City Council calls for the holding of a referendum of the electors of the City of Pensacola on November 4, 2014, to consider and vote for or against the approval of the proposed amendment to the City Charter.

SECTION 2. The Supervisor of Elections of Escambia County is hereby appointed as the clerk of a municipal election to be held on November 4, 2014.

SECTION 3. The City of Pensacola shall reimburse the Supervisor of Elections for any costs incurred by that office directly related to the preparation for, conducting of, and certifying the results of the referendum on the proposed City Charter revision.

SECTION 4. The language to appear on the ballot of the referendum on the proposed City Charter revision shall be:

QUESTION

-----  
**PERTAINING TO CITY COUNCIL AUTHORITY TO HIRE ITS OWN STAFF  
INDEPENDENT OF THE MAYOR**

Shall the City of Pensacola amend its current Charter to provide the City Council with the authority to hire its own staff independent of the Mayor's authority to hire all City officers and employees?

YES - For granting the City Council the power to hire its own staff independent of the Mayor's authority to hire all City officers and employees - \_\_\_\_\_

NO - Against granting the City Council the power to hire its own staff independent of the Mayor's authority to hire all City officers and employees - \_\_\_\_\_

SECTION 5. The appropriate officials of the City shall cause to be published in a newspaper of general circulation of the City the notices of the referendum required by the existing City Charter and applicable Florida law.

SECTION 6. In the event the foregoing proposal is approved by a majority of the electors voting on the proposal, the following provision of the Charter for the City of Pensacola shall be added to Section 4.02 (a) of the existing Charter, to wit:

**Section 4.02. City Council.**

**(a) Powers and Duties.** City Council Members shall exemplify good citizenship and exhibit a cooperative spirit. The City Council shall have the following powers and duties:

...

(6) The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council: (a) Budget Analyst. The City Council is authorized to employ a Budget Analyst or an individual with similar qualifications, pursuant to the City's position classification code, to assist in the budgetary matters of the City Council. The City Council, by ordinance, shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (b) Legal Aide. The City Council may appoint one assistant city attorney, whose salary shall be in accordance with those established for other assistant city attorneys. Said assistant city attorney shall (1) serve only in an advisory capacity to the City Council, and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of him by the city attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the Council. Said assistant city attorney shall not file suit or bring or defend any action in court on behalf of the City Council, the Mayor, the several departments, officers and boards of the City government except with written authorization of the City Attorney. No action or opinion of said assistant city attorney shall be construed to be the official legal position of the City, and such official legal positions and actions shall be solely within the scope and powers and duties of the City Attorney; (c) Council Executive. The City Council is authorized to hire a Council Executive. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (d) The City Council is authorized to hire an Executive Assistant. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; and (e) Other Staff. The City Council may create and fill other staff positions for the purpose of assisting it in the performance of its legislative function.



SECTION 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect immediately upon its passage by the City Council.

Passed: August 11, 2014

Approved: *Jewel C. ...*  
President of City Council

Attest:

*Trisha L. Bennett*  
City Clerk

PROPOSED  
ORDINANCE NO. 05-15

ORDINANCE NO. 05-15

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA, CREATING SECTION 2-2-10 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ESTABLISHING AN OFFICE OF THE CITY COUNCIL; PROVIDING FOR THE STAFFING OF THE CITY COUNCIL PURSUANT TO REQUIREMENTS OF THE CITY CHARTER; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-2-10 of the Code of the City of Pensacola, Florida, is hereby created to read:

**Sec. 2-2-10. Office of the City Council.**

Pursuant to the requirements of Sec. 4.02 (a) (6) of the Charter of the City of Pensacola, Florida, there is hereby created and established the Office of the City Council, with staffing, duties and responsibilities in accordance with the following criteria:

1. The City Council is authorized to employ staff to fill the following positions or discharge the following functions: Budget Analyst, Assistant City Attorney, Council Executive, Executive Assistant, and such other staff as may be deemed warranted in the performance of Council's legislative function.
2. All positions filled by the City Council shall conform to the requirements of the City Charter.
3. Each approved position shall be filled by majority vote of the City Council, and each employee so hired shall be regarded as an "at will" employee under Florida law and shall serve at the pleasure of the City Council. A majority vote of City Council shall be required to remove any employee so employed.
4. The compensation and fringe benefits of each employee hired shall be fixed by Council in accordance with the pay plan and employee benefits extended to comparably employed employees of the City of Pensacola. Each employment contract shall be executed by the Council President.
5. All employees of the Office of City Council shall be regarded as employees of the City of Pensacola, shall be responsible to the City Council through the President of the Council and shall be supervised by the Council Executive.

6. In the performance of their duties, the staff of the Office of City Council shall be directed by the Council President or by formal Council action.

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: March 12, 2005

Approved: 

President of the City Council

Attest:

  
City Clerk

PROPOSED  
ORDINANCE NO. 05-16

ORDINANCE NO. 10-16

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING SECTION 2-4-52 TO PROVIDE FOR THE CREATION OF THE POSITION OF BUDGET ANALYST TO THE CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-4-52 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Sec. 2-4-52. – Budget Analyst.

- (a) *Legislative findings.* The City Council is authorized to create the position of Budget Analyst in accordance with Section 4.02(6) of the City Charter.
- (b) *Establishment.* There is hereby created the position of Budget Analyst whose designated function is to assist the City Council in the conduct of budgetary inquiries, analyses and making budgetary decisions.
- (c) *Qualifications.* Appointees serving as the Budget Analyst shall have the professional qualifications of a college degree in accounting, finance, or budget analysis and one (1) year of experience in accounting, finance and budget analysis. Two (2) years of pertinent experience may be substituted for each year of college lacking.
- (d) *Classification and Salary.* The City's position classification code classifies the position of Budget Analyst as GE-09. This classification carries a salary range of \$26,270 - \$43,868 as set forth in the City's Pay Scale Summary.
- (e) *Duties.* The duties of the Budget Analyst shall include:
  - 1. Providing a formal, comprehensive review and analysis of the proposed annual budget.
  - 2. Gathering, organizing, and analyzing data and information relative to budgetary issues.
  - 3. Providing comparative studies of other cities as they relate to municipal finance.
  - 4. Engaging in fiscal forecasting and planning.
  - 5. Analyzing the city's past, current, and proposed revenues and expenditures.
  - 6. Reviewing existing and potential tax revenues.

7. Analyzing federal, state, and local programs to determine sources of funding and appropriate expenditure options.
8. Reviewing the economic effects of proposed legislation.
9. Preparing fiscal and economic project analysis as directed by the City Council.
10. Providing policy research and fiscal analysis on proposed legislation.
11. Preparing such other reports relating to budgetary and legislative policy concerns directed by the City Council.
12. Making recommendations to the City Council in connection with the analysis, studies, and reports described herein.

(f) *Appointment and Removal.* The City Council shall appoint and may remove the Budget Analyst from office by a majority vote of the members of the City Council at any time, with or without cause.

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

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

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

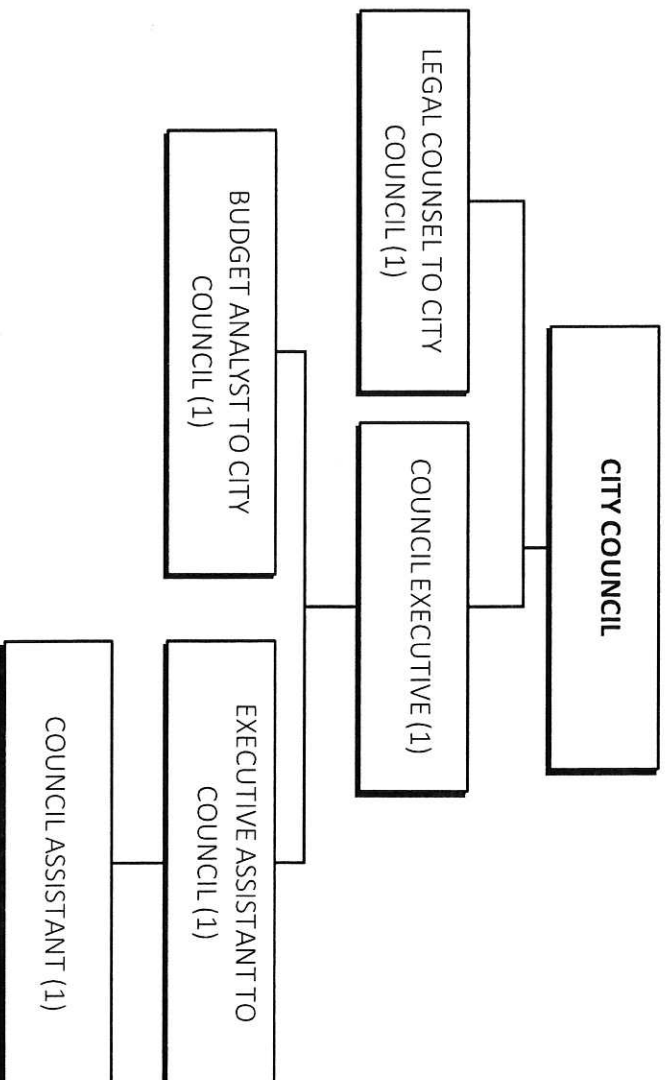
Adopted: April 14, 2016

Approved:   
President of City Council

Attest:

  
City Clerk

# CITY COUNCIL



Total Positions: 5

# Report of City Council Action Items – Special Meeting

September 14, 2016



**Members Present:** Council President Charles Bare, Vice President Brian Spencer, Jewel Cannada-Wynn, Larry B. Johnson, Sherri Myers, Andy Terhaar, and Gerald Wingate

**Absent:** P. C. Wu

1. FINALLY LEVYING AN AD VALOREM TAX FOR THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT DISTRICT FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 31-16: **MOTION TO APPROVE**

A RESOLUTION FINALLY LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF PENSACOLA INCLUDING THE DOWNTOWN IMPROVEMENT DISTRICT FOR 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed unanimously.*

2. ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 32-16: **MOTION TO APPROVE**

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; MAKING FINAL APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT ON ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed 6 - 1. Council President Bare dissenting.*

3. ADOPTING A FINAL BUDGET FOR THE DOWNTOWN IMPROVEMENT BOARD FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 33-16: **MOTION TO APPROVE**

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA DOWNTOWN IMPROVEMENT BOARD FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed unanimously.*



16.    09-17           PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28  
                          OF THE CITY CODE - PROHIBITING SOLICITATION OF  
                          DONATIONS UPON PUBLIC SIDEWALKS AND  
                          RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

Sponsors: Ashton J. Hayward, III, Brian Spencer

Indexes:

Attachments: Proposed Ordinance No. 09-17

Letter from John Peacock, DIB Chairman

DIB Panhandling Ordinance Boundary Map

postponed

17.    17-00114       AMENDMENT TO CITY COUNCIL RULES AND  
                          PROCEDURES; SECTION 2.07 - CONSENT AGENDA

Sponsors: Brian Spencer

Indexes:

Attachments: Proposed Amendment to Section 2.07 - City Council Rules and  
Procedures - Spencer

approved

**Yes:** 5 - Spencer, Wingate, Terhaar, Cannada-Wynn, and Wu

**Absent:** 2 - Johnson, and Myers

18.    17-00186       BUDGET ANALYST TO THE CITY COUNCIL

Sponsors: Jewel Cannada-Wynn

Indexes:

Attachments: Proposal--Budget Analyst Rev (002)

Job Description--Budget Analyst

City Attorney Opinion - Council Budget Analyst

EMAIL TRANSMITTAL MAYORAL VETO

approved

**Yes:** 5 - Spencer, Wingate, Terhaar, Cannada-Wynn, and Wu

**Absent:** 2 - Johnson, and Myers



OFFICE of the MAYOR

**MEMORANDUM**

TO: Brian Spencer, President of City Council  
City Council Members

FROM: Ashton J. Hayward, III, Mayor *AA*

DATE: March 14, 2017

SUBJECT: Veto of Council Action on March 9, 2017

Mr. President and Members of the City Council,

On March 9, 2017, City Council took action to begin the process of hiring a Budget Analyst to the City Council. As Councilmember Wingate stated, the City of Pensacola currently has full-time staff that provides analysis of the City's budget. There are more pressing needs within the City of Pensacola that would directly benefit the taxpayers. Therefore, I am vetoing this action.

As always, my staff and I stand ready to provide any information and assistance you need in order to discharge your duties, and I encourage each of you to contact me at any time with any questions or concerns you may have.



OFFICE of the MAYOR

**MEMORANDUM**

TO: Brian Spencer, President of City Council  
FROM: Ashton J. Hayward, III, Mayor *AH*  
DATE: March 14, 2017  
SUBJECT: Exercise of Veto Power Pursuant to Article IV, Section 4.01(a)(10)  
Charter for the City of Pensacola

I hereby exercise my veto power pursuant to the Charter of the City of Pensacola, Article IV, Section 4.01(a)(10) and veto the action taken by City Council on March 9, 2017 regarding item #17-00186, the hiring of a Budget Analyst to the City Council.

cc: City Council



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00261

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Jewel Cannada-Wynn

**SUBJECT:**

OVERRIDE MAYOR ASHTON HAYWARD'S VETO OF MARCH 14, 2017 OF THE CITY COUNCIL ACTION ITEM #17-00186, BEGIN THE PROCESS FOR HIRING A BUDGET ANALYST, PASSED BY CITY COUNCIL ON MARCH 9, 2017

**RECOMMENDATION:**

That City Council vote to override Mayor Ashton Hayward's Veto, dated March 14, 2017, of City Council legislative action item #17-00186 pertaining to the City Council beginning the process of hiring a Budget Analyst, which City Council passed on March 9, 2017.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On November 4, 2014 the citizens of Pensacola passed, via referendum vote, a Charter Amendment stating in part, "The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council:...Budget Analyst, Legal Aide, Council Executive, Executive Assistant, Other Staff..." This amendment is found within the City Charter under the enumerated Powers and Duties of the City Council, Section 4.02(a) (6).

On February 12 (first reading) and March 12 (second reading and adoption) of 2015, the Office of City Council was established through Ordinance No. 05-15, each passing without a Mayoral Veto being offered.

On March 17 (first reading) and April 14 (second reading and adoption) of 2016, the position of Budget Analyst to the City Council was established (in accordance with City Charter 4.02(a) (6) via Ordinance No. 10-16, each passing without a Mayoral Veto being offered.

A 2016-2017 proposed budget was offered by the Mayor wherein funds were included for City Council Staff; also included was an organizational chart showing the position of Budget Analyst to the City Council. This proposed budget was approved by the City Council on September 14, 2016, passing without a Mayoral Veto being offered.

On March 9, 2017 the City Council passed a Legislative Action item to, "...begin the hiring process for a

Budget Analyst in accordance with City Charter 4.02(a) (6).”

On March 14, 2017 City Council was notified of the Mayoral Veto of this Legislative Action item, an item which functioned as an implementation of City Charter and in accordance with previously adopted City Ordinances.

The Charter of the City of Pensacola provides for enumerated Powers and Duties as an expressed will of the Citizens of Pensacola; it is therefore imperative that City Council override this Veto action of the Mayor in order to protect the will of the people.

**PRIOR ACTION:**

July 14, 2014 - City Council approved on first reading, Proposed Ordinance No. 31-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot

August 11, 2014 - City Council adopted Ordinance No. 28-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot

November 4, 2014 - Charter Amendment passed via referendum vote requiring the City Council to establish the Office of the City Council and to adopt by ordinance the position of budget analyst

February 12, 2015 - City Council approved on first reading, Proposed Ordinance No. 05-15, creating Section 2-2-10 of the City Code, creating the Office of City Council in accordance with City Charter 4.02(a)(6)

March 12, 2015 - City Council adopted Ordinance No. 05-15, creating the Office of City Council.

March 17, 2016 - City Council approved, on first reading, Proposed Ordinance No. 05-16, an ordinance creating Section 2-4-52 of the City Code, creating the position of Budget Analyst to the City Council in accordance with City Charter 4.02(a)(6)

April 14, 2016 - City Council adopted Ordinance No. 10-16, creating the position of Budget Analyst to the City Council

September 7, 2016 - City Council conducted first public hearing on the 2016-2017 City Budget and approved a tentative budget by Resolution No. 29-16

September 14, 2016 - City Council adopted the 2016-2017 City Budget by Resolution No. 32-16

March 9, 2017 - City Council passed a Legislative Action Item #17-00186 to begin the process for hiring a Budget Analyst to the City Council

March 14, 2017 - Mayor Hayward exercised Veto of Legislative Action Item #17-00186

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Ordinance No. 28-14, Creating Charter Amendment
- 2) Ordinance No. 05-15, Creating the Office of City Council
- 3) Ordinance No. 10-16, Establishing Position of Budget Analyst
- 4) Organizational Chart for Office of City Council
- 5) September 14, 2016 Council Report
- 6) March 9, 2017 Council Report
- 7) March 14, 2017 Veto Memos from Mayor Hayward

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 31-14

ORDINANCE NO. 28-14

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF PENSACOLA, FLORIDA; AMENDING SEC. 4.02 OF THE CHARTER TO ADD SUBSECTION (a)(6); PROVIDING THE CITY COUNCIL WITH AUTHORITY TO HIRE ITS OWN STAFF INDEPENDENT OF THE MAYOR'S AUTHORITY TO HIRE CITY OFFICERS AND EMPLOYEES; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City Council calls for the holding of a referendum of the electors of the City of Pensacola on November 4, 2014, to consider and vote for or against the approval of the proposed amendment to the City Charter.

SECTION 2. The Supervisor of Elections of Escambia County is hereby appointed as the clerk of a municipal election to be held on November 4, 2014.

SECTION 3. The City of Pensacola shall reimburse the Supervisor of Elections for any costs incurred by that office directly related to the preparation for, conducting of, and certifying the results of the referendum on the proposed City Charter revision.

SECTION 4. The language to appear on the ballot of the referendum on the proposed City Charter revision shall be:

QUESTION

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**PERTAINING TO CITY COUNCIL AUTHORITY TO HIRE ITS OWN STAFF  
INDEPENDENT OF THE MAYOR**

Shall the City of Pensacola amend its current Charter to provide the City Council with the authority to hire its own staff independent of the Mayor's authority to hire all City officers and employees?

YES - For granting the City Council the power to hire its own staff independent of the Mayor's authority to hire all City officers and employees - \_\_\_\_\_



NO - Against granting the City Council the power to hire its own staff independent of the Mayor's authority to hire all City officers and employees - \_\_\_\_\_

SECTION 5. The appropriate officials of the City shall cause to be published in a newspaper of general circulation of the City the notices of the referendum required by the existing City Charter and applicable Florida law.

SECTION 6. In the event the foregoing proposal is approved by a majority of the electors voting on the proposal, the following provision of the Charter for the City of Pensacola shall be added to Section 4.02 (a) of the existing Charter, to wit:

**Section 4.02. City Council.**

**(a) Powers and Duties.** City Council Members shall exemplify good citizenship and exhibit a cooperative spirit. The City Council shall have the following powers and duties:

...

(6) The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council: (a) Budget Analyst. The City Council is authorized to employ a Budget Analyst or an individual with similar qualifications, pursuant to the City's position classification code, to assist in the budgetary matters of the City Council. The City Council, by ordinance, shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (b) Legal Aide. The City Council may appoint one assistant city attorney, whose salary shall be in accordance with those established for other assistant city attorneys. Said assistant city attorney shall (1) serve only in an advisory capacity to the City Council, and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of him by the city attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the Council. Said assistant city attorney shall not file suit or bring or defend any action in court on behalf of the City Council, the Mayor, the several departments, officers and boards of the City government except with written authorization of the City Attorney. No action or opinion of said assistant city attorney shall be construed to be the official legal position of the City, and such official legal positions and actions shall be solely within the scope and powers and duties of the City Attorney; (c) Council Executive. The City Council is authorized to hire a Council Executive. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (d) The City Council is authorized to hire an Executive Assistant. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; and (e) Other Staff. The City Council may create and fill other staff positions for the purpose of assisting it in the performance of its legislative function.

SECTION 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect immediately upon its passage by the City Council.

Passed: August 11, 2014

Approved: *Jewel C. ...*  
President of City Council

Attest:

*Trisha L. Bennett*  
City Clerk

PROPOSED  
ORDINANCE NO. 05-15

ORDINANCE NO. 05-15

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA, CREATING SECTION 2-2-10 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ESTABLISHING AN OFFICE OF THE CITY COUNCIL; PROVIDING FOR THE STAFFING OF THE CITY COUNCIL PURSUANT TO REQUIREMENTS OF THE CITY CHARTER; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-2-10 of the Code of the City of Pensacola, Florida, is hereby created to read:

**Sec. 2-2-10. Office of the City Council.**

Pursuant to the requirements of Sec. 4.02 (a) (6) of the Charter of the City of Pensacola, Florida, there is hereby created and established the Office of the City Council, with staffing, duties and responsibilities in accordance with the following criteria:

1. The City Council is authorized to employ staff to fill the following positions or discharge the following functions: Budget Analyst, Assistant City Attorney, Council Executive, Executive Assistant, and such other staff as may be deemed warranted in the performance of Council's legislative function.
2. All positions filled by the City Council shall conform to the requirements of the City Charter.
3. Each approved position shall be filled by majority vote of the City Council, and each employee so hired shall be regarded as an "at will" employee under Florida law and shall serve at the pleasure of the City Council. A majority vote of City Council shall be required to remove any employee so employed.
4. The compensation and fringe benefits of each employee hired shall be fixed by Council in accordance with the pay plan and employee benefits extended to comparably employed employees of the City of Pensacola. Each employment contract shall be executed by the Council President.
5. All employees of the Office of City Council shall be regarded as employees of the City of Pensacola, shall be responsible to the City Council through the President of the Council and shall be supervised by the Council Executive.

6. In the performance of their duties, the staff of the Office of City Council shall be directed by the Council President or by formal Council action.

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: March 12, 2005

Approved: 

President of the City Council

Attest:

  
City Clerk

PROPOSED  
ORDINANCE NO. 05-16

ORDINANCE NO. 10-16

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING SECTION 2-4-52 TO PROVIDE FOR THE CREATION OF THE POSITION OF BUDGET ANALYST TO THE CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-4-52 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Sec. 2-4-52. – Budget Analyst.

- (a) *Legislative findings.* The City Council is authorized to create the position of Budget Analyst in accordance with Section 4.02(6) of the City Charter.
- (b) *Establishment.* There is hereby created the position of Budget Analyst whose designated function is to assist the City Council in the conduct of budgetary inquiries, analyses and making budgetary decisions.
- (c) *Qualifications.* Appointees serving as the Budget Analyst shall have the professional qualifications of a college degree in accounting, finance, or budget analysis and one (1) year of experience in accounting, finance and budget analysis. Two (2) years of pertinent experience may be substituted for each year of college lacking.
- (d) *Classification and Salary.* The City's position classification code classifies the position of Budget Analyst as GE-09. This classification carries a salary range of \$26,270 - \$43,868 as set forth in the City's Pay Scale Summary.
- (e) *Duties.* The duties of the Budget Analyst shall include:
  - 1. Providing a formal, comprehensive review and analysis of the proposed annual budget.
  - 2. Gathering, organizing, and analyzing data and information relative to budgetary issues.
  - 3. Providing comparative studies of other cities as they relate to municipal finance.
  - 4. Engaging in fiscal forecasting and planning.
  - 5. Analyzing the city's past, current, and proposed revenues and expenditures.
  - 6. Reviewing existing and potential tax revenues.

7. Analyzing federal, state, and local programs to determine sources of funding and appropriate expenditure options.
8. Reviewing the economic effects of proposed legislation.
9. Preparing fiscal and economic project analysis as directed by the City Council.
10. Providing policy research and fiscal analysis on proposed legislation.
11. Preparing such other reports relating to budgetary and legislative policy concerns directed by the City Council.
12. Making recommendations to the City Council in connection with the analysis, studies, and reports described herein.

(f) *Appointment and Removal.* The City Council shall appoint and may remove the Budget Analyst from office by a majority vote of the members of the City Council at any time, with or without cause.

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

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

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

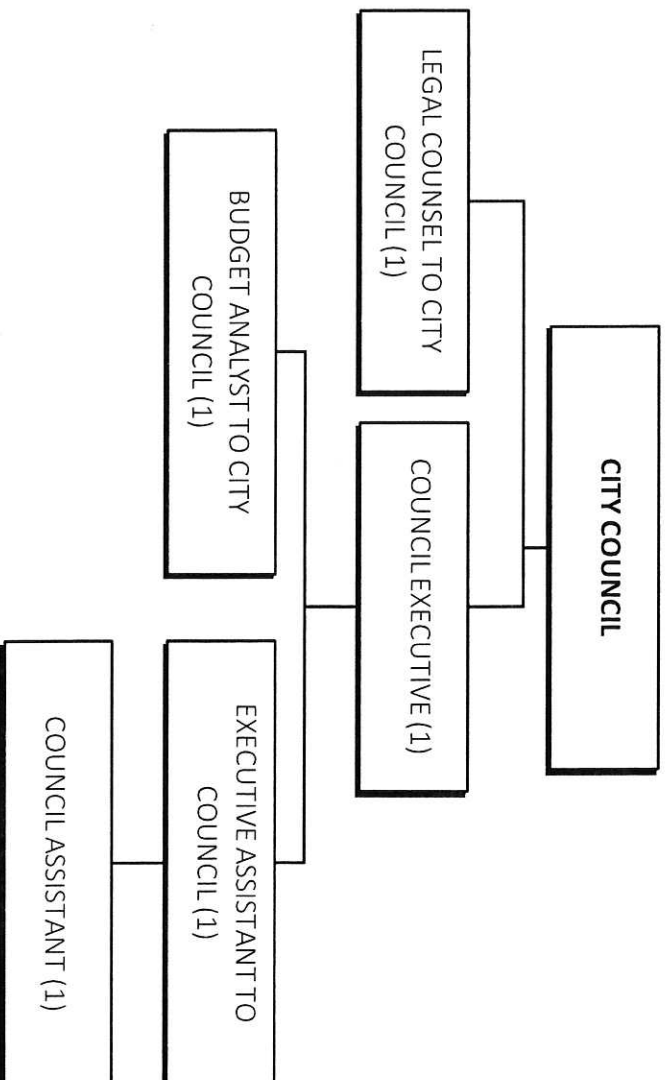
Adopted: April 14, 2016

Approved:   
President of City Council

Attest:

  
City Clerk

# CITY COUNCIL



Total Positions: 5



# Report of City Council Action Items – Special Meeting

September 14, 2016



**Members Present:** Council President Charles Bare, Vice President Brian Spencer, Jewel Cannada-Wynn, Larry B. Johnson, Sherri Myers, Andy Terhaar, and Gerald Wingate

**Absent:** P. C. Wu

1. FINALLY LEVYING AN AD VALOREM TAX FOR THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT DISTRICT FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 31-16: **MOTION TO APPROVE**

A RESOLUTION FINALLY LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF PENSACOLA INCLUDING THE DOWNTOWN IMPROVEMENT DISTRICT FOR 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed unanimously.*

2. ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 32-16: **MOTION TO APPROVE**

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; MAKING FINAL APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT ON ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed 6 - 1. Council President Bare dissenting.*

3. ADOPTING A FINAL BUDGET FOR THE DOWNTOWN IMPROVEMENT BOARD FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 33-16: **MOTION TO APPROVE**

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA DOWNTOWN IMPROVEMENT BOARD FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed unanimously.*

16.    09-17           PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28  
                          OF THE CITY CODE - PROHIBITING SOLICITATION OF  
                          DONATIONS UPON PUBLIC SIDEWALKS AND  
                          RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

Sponsors: Ashton J. Hayward, III, Brian Spencer

Indexes:

Attachments: Proposed Ordinance No. 09-17

Letter from John Peacock, DIB Chairman

DIB Panhandling Ordinance Boundary Map

postponed

17.    17-00114       AMENDMENT TO CITY COUNCIL RULES AND  
                          PROCEDURES; SECTION 2.07 - CONSENT AGENDA

Sponsors: Brian Spencer

Indexes:

Attachments: Proposed Amendment to Section 2.07 - City Council Rules and  
Procedures - Spencer

approved

**Yes:** 5 - Spencer, Wingate, Terhaar, Cannada-Wynn, and Wu

**Absent:** 2 - Johnson, and Myers

18.    17-00186       BUDGET ANALYST TO THE CITY COUNCIL

Sponsors: Jewel Cannada-Wynn

Indexes:

Attachments: Proposal--Budget Analyst Rev (002)

Job Description--Budget Analyst

City Attorney Opinion - Council Budget Analyst

EMAIL TRANSMITTAL MAYORAL VETO

approved

**Yes:** 5 - Spencer, Wingate, Terhaar, Cannada-Wynn, and Wu

**Absent:** 2 - Johnson, and Myers



OFFICE of the MAYOR

**MEMORANDUM**

TO: Brian Spencer, President of City Council  
City Council Members

FROM: Ashton J. Hayward, III, Mayor *AA*

DATE: March 14, 2017

SUBJECT: Veto of Council Action on March 9, 2017

Mr. President and Members of the City Council,

On March 9, 2017, City Council took action to begin the process of hiring a Budget Analyst to the City Council. As Councilmember Wingate stated, the City of Pensacola currently has full-time staff that provides analysis of the City's budget. There are more pressing needs within the City of Pensacola that would directly benefit the taxpayers. Therefore, I am vetoing this action.

As always, my staff and I stand ready to provide any information and assistance you need in order to discharge your duties, and I encourage each of you to contact me at any time with any questions or concerns you may have.



OFFICE of the MAYOR

**MEMORANDUM**

TO: Brian Spencer, President of City Council  
FROM: Ashton J. Hayward, III, Mayor *AH*  
DATE: March 14, 2017  
SUBJECT: Exercise of Veto Power Pursuant to Article IV, Section 4.01(a)(10)  
Charter for the City of Pensacola

I hereby exercise my veto power pursuant to the Charter of the City of Pensacola, Article IV, Section 4.01(a)(10) and veto the action taken by City Council on March 9, 2017 regarding item #17-00186, the hiring of a Budget Analyst to the City Council.

cc: City Council



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00153

City Council

4/13/2017

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**SUBJECT:**

CITY ADMINISTRATOR COMMUNICATION - ERIC W. OLSON



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00195

City Council

4/13/2017

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### **INFORMATION ITEM**

**FROM:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

MONTHLY CRIME REPORT

**REQUEST:**

Click or tap here to enter text.

**SUMMARY:**

Police Chief Alexander's Monthly Crime Report

**PRIOR ACTION:**

None

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
David Alexander, Chief of Police

**ATTACHMENTS:**

1)

**PRESENTATION:** Yes



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00089

City Council

4/13/2017

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**SUBJECT:**

MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.





# City of Pensacola

## Agenda Conference

### Agenda - Final

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Monday, April 10, 2017, 3:30 PM

Hagler-Mason Conference Room,  
2nd Floor

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#### ROLL CALL

#### PRESENTATION ITEMS

1. [17-00240](#) PRESENTATION FROM THE CHAIRMAN OF THE BOARD OF TRUSTEES- COMMUNITY MARITIME PARK ASSOCIATES (CMPA)

**Recommendation:** Presentation from CMPA Board of Trustees Chairman to be given at the April 13, 2017 City Council Meeting; updating the Council on the financial and maintenance aspects of the park as well as an update on the marketing of the private parcels within the park.

**Sponsors:** Sherri Myers

#### REVIEW OF CONSENT AGENDA ITEMS

2. [17-00012](#) AWARD OF CONTRACT - BID #17-006 BAYOU CHICO "R" STREET AT MAGGIE'S DITCH STORMWATER TREATMENT ENHANCEMENT PROJECT

**Recommendation:** That City Council award a contract for construction of the Bayou Chico "R" Street at Maggie's Ditch Stormwater Treatment Project to Williams Industrial & Marine, Inc., of Westville, Florida, the lowest and most responsible bidder with a base bid of \$597,719.00, plus 10% contingency of \$59,771.90 for a total amount of \$657,490.90.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Bid Tabulation, Bid No. 17-006](#)  
[Final Vendor Reference List, Bid No. 17-006](#)  
[Map, Bayou Chico "R" Street at Maggie's Ditch Stormwater Treatment Enh](#)  
[Report of City Council Action - NFWF Grant – dated 10-8-15](#)

3.     [17-00221](#)     AIRPORT - AWARD OF BID #17-018, PENSACOLA  
INTERNATIONAL AIRPORT FUEL FARM ROAD  
RECONSTRUCTION

**Recommendation:** That City Council award Bid # 17-018, Pensacola International Airport Fuel Farm Road Reconstruction to J. Miller Construction, Inc., the lowest and most responsible bidder in the amount of \$125,684.00 for roadway repairs as outlined in the bid specifications plus a 10% contingency of \$12,568.40 for a total amount of \$138,252.40. Further, that City Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Bid Tabulation - Bid # 17-018](#)  
                          [Vendor Reference List - Bid # 17-018](#)

4.     [17-00208](#)     APPOINTMENT TO THE FIREFIGHTERS' RELIEF AND PENSION  
FUND BOARD OF TRUSTEES

**Recommendation:** That City Council ratify the appointment of Jerri Barnes as the fifth member trustee of the Firefighters' Relief and Pension Fund.

**Sponsors:** Ashton J. Hayward, III

5.     [17-00247](#)     APPOINTMENT - PARKS AND RECREATION BOARD

**Recommendation:** That City Council appoint one (1) individual to serve on the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2020.

**Attachments:**     [Nomination Form - Barrett Breedlove.pdf](#)  
                          [Application of Interest - Barrett Breedlove.pdf](#)  
                          [Resume - Barrett Breedlove.pdf](#)

**REVIEW OF REGULAR AGENDA ITEMS (Sponsor)**

6. [11-17](#) PROPOSED ORDINANCE NO. 11-17 - AMENDMENT TO SECTION 4-3-97, PROVIDING SANITATION COLLECTION FEE AND CREATING A SANITATION EQUIPMENT SURCHARGE.

**Recommendation:** That City Council approve Proposed Ordinance No. 11-17 on first reading.

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION FEES; PROVIDING FOR SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Proposed Ordinance No. 11-17](#)  
[Sanitation Rate Study Report](#)

7. [17-00222](#) QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - JUNCTION AT WEST HILL

**Recommendation:** That City Council conduct a quasi-judicial hearing on April 13, 2017 to consider approval of the final subdivision plat - Junction at West Hill.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Subdivision Plat Application, Junction at West Hill, dated 2/13/2017](#)  
[Final Plat, Junction at West Hill, dated March 2017](#)  
[Plat Boundary Survey, Junction at West Hill, dated February 2017](#)  
[March 14, 2017 Planning Board Minutes](#)

8. [17-00057](#) ANNEXATION OF PROPERTY - CAMPUS HEIGHTS

**Recommendation:** That City Council conduct a Public Hearing to consider the annexation of seventy-seven (77) parcels in the Campus Heights area, sixty-one (61) of which are owned by the Pensacola International Airport.

**Attachments:** [Map of Annexation Area](#)

9.     [10-17](#)           PROPOSED ORDINANCE NO. 10-17 - ANNEXATION OF PROPERTY  
                          - CAMPUS HEIGHTS

**Recommendation:** That City Council approve Proposed Ordinance No. 10-17 on first reading.

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.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Proposed Ordinance No. 10-17](#)  
                          [Survey, City of Pensacola Proposed Campus Heights Annexation Phase I](#)

10.    [17-00175](#)       CREATION OF SECTION 8-1-28 OF THE CITY CODE - PROHIBITING  
                          SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND  
                          RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

**Recommendation:** That City Council adopt an ordinance creating Section 8-1-28 of the City Code  
- Prohibiting solicitation of donations upon public sidewalks and rights-of-way in the Downtown Visitors' District.

**Sponsors:** Ashton J. Hayward, III, Brian Spencer

**Attachments:**     [Letter from John Peacock, DIB Chair, dated February 21, 2017 with Ordina](#)  
                          [Proposed Ordinance](#)  
                          [EMAIL FROM CITY ATTORNEY](#)  
                          [PETITION FROM RESIDENT/PROPERTY OWNERS WITHIN ON PALAF](#)

11.     [09-17](#)           PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28 OF THE CITY CODE - PROHIBITING SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

**Recommendation:** That City Council approve Proposed Ordinance No. 09-17 on first reading.

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III, Brian Spencer

**Attachments:**     [Proposed Ordinance No. 09-17](#)  
                          [Letter from John Peacock, DIB Chairman](#)  
                          [DIB Panhandling Ordinance Boundary Map](#)

12.     [17-00227](#)       PENSACOLA ENERGY - AWARD OF BID #17-012, NATURAL GAS PIPELINE CONSTRUCTION WEST PENSACOLA LOW PRESSURE AREA UPGRADES

**Recommendation:** That City Council award Bid #17-012 Natural Gas Pipeline Construction to R.A.W. Construction, LLC., the lowest and most responsible bidder in the amount of \$2,477,265 for seven (7) natural gas infrastructure replacement projects, \$581,835 for the miscellaneous work option as outlined in the bid specifications plus a 10% contingency of \$305,910 for a total amount of \$3,365,010 for a period of one year. Further, that City Council approve the supplemental budget resolution appropriating the additional amount needed from the Florida Gas System Revenue Note, Series 2016. Finally, that City Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Bid Tabulation - Bid No 17-012.pdf](#)  
                          [Final Vendor Reference List-Bid No 17-012.pdf](#)  
                          [Supplemental Budget Resolution](#)  
                          [Supplemental Budget Explanation](#)

13.     [17-20](#)           SUPPLEMENTAL BUDGET RESOLUTION NO. 17-20 - PENSACOLA ENERGY - AWARD OF BID #17-012, NATURAL GAS PIPELINE CONSTRUCTION WEST PENSACOLA LOW PRESSURE AREA UPGRADES

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-20

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 PROVIDING FOR AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Supplemental Budget Resolution No. 17-20](#)  
                          [Supplemental Budget Explanation](#)

14.     [12-17](#)           PROPOSED ORDINANCE NO. 12-17 - AMENDING SECTION 6-2-3 OF THE CITY CODE--PARKS AND RECREATION BOARD - DUTIES

**Recommendation:** That City Council approve Proposed Ordinance 12-17 on first reading.

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD - DUTIES; TO PROVIDE FOR THE INCLUSION WITHIN THE DUTIES LANGUAGE STATING, “AND RECREATIONAL ACTIVITIES”; PROVIDING FOR SEVERABILITY; R E P E A L I N G C L A U S E ; PROVIDING AN EFFECTIVE DATE

**Sponsors:** Brian Spencer

**Attachments:**     [Proposed Ordinance No. 12-17](#)  
                          [March 16, 2017 Parks and Recreation Board Minutes.pdf](#)

15.     [13-17](#)           PROPOSED ORDINANCE NO. 13-17 - AMENDING SECTION 8-3 OF THE CITY CODE - CREATING SECTION 8-3-4 NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS “PMT2” LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL

**Recommendation:** That City Council approve Proposed Ordinance 13-17 on first Reading.

AN ORDINANCE AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFFENSES UPON WATERS; CREATING SECTION 8-3-4 TO PROVIDE FOR A NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS “PMT2” LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL; PROVIDING FOR SEVERABILITY;       R E P E A L I N G       C L A U S E ; PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Brian Spencer

**Attachments:**     [Proposed Ordinance No. 13-17](#)  
                          [ProposedNoWake Zone](#)

16.     [17-00228](#)          RETURN CONVEYANCE OF MORRIS COURT PARK TO THE AREA HOUSING COMMISSION

**Recommendation:** That City Council authorize the Mayor to execute all documents necessary to return the property located at North “J” and West Lloyd Streets, known as Morris Court Park, to the Area Housing Commission for use as planned affordable housing.

**Sponsors:** Ashton J. Hayward, III, Jewel Cannada-Wynn

**Attachments:**     [Deed of Realty dated June 27, 1990](#)  
                          [Area Housing Commission Letter to Keith Wilkins, dated September 16, 201](#)  
                          [Map, Morris Court Park](#)



17. [17-00251](#) REIMBURSEMENT TO CDBG FUND - PURCHASE OF 113 NORTH "C" STREET (FORMER BLOUNT SCHOOL PROPERTY)
- Recommendation:** That City Council approve reimbursing the CDBG Fund \$295,937 based on CDBG program requirements for the purchase of the property located at 113 North "C" Street (former Blount School). Further that City Council approve the supplemental budget resolution appropriating funding for the reimbursement.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Appraisal Report 113 North "C" Street dated March 3, 2017](#)  
[Supplemental Budget Resolution](#)  
[Supplemental Budget Explanation](#)
18. [17-22](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-22 - APPROPRIATING FUNDING FOR REIMBURSEMENT TO THE CDBG FUND - PURCHASE OF 113 NORTH "C" STREET (FORMER BLOUNT SCHOOL PROPERTY)
- Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-22.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Supplemental Budget Resolution No. 17-22](#)  
[Supplemental Budget Explanation No. 17-22](#)
19. [17-00245](#) PORT WAREHOUSE #9 TERMINATION OF LEASE AND WAREHOUSE #1 LEASE AMENDMENT WITH OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.
- Recommendation:** That City Council authorize the Mayor to take all action necessary to terminate the Lease Agreement for Port Warehouse #9 and to amend the Lease Agreement for Port Warehouse #1 with Offshore Inland Marine & Oilfield Services, Inc.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Termination Agreement for Warehouse #9](#)  
[Amendment to Warehouse #1 Lease Agreement](#)

**20.     [17-00254](#)     NEW MARKET TAX CREDIT UNWIND**

**Recommendation:** That City Council authorize the Mayor to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction. This includes but is not limited to executing an Interlocal Agreement with the Community Maritime Park Associates, Inc. (CMPA) and the Community Redevelopment Agency (CRA) to terminate the Project Support Payments to the CMPA. Further, as provided in the CMPA Articles of Incorporation, that the City accept the CMPA's distributed assets. In addition, that upon NMTC unwind, when the City owns the CTA Investment Fund that City Council authorize the Mayor to forgive the loans made to the CMPA.

**Sponsors:** Ashton J. Hayward, III

**21.     [17-00241](#)     JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - VIDEO DETECTION EQUIPMENT**

**Recommendation:** That City Council authorize the Mayor to execute and implement a Joint Participation Agreement (JPA) with FDOT for the purchase of Video Detection Equipment to be installed at certain state-owned intersections within the City. Further, that City Council adopt a supplemental budget resolution appropriating the funds from the FDOT. Finally that City Council authorize the Mayor to take any and all actions necessary to execute and implement the JPA with the FDOT.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [JPA.pdf](#)  
                          [Supplemental Budget Resolution](#)  
                          [Supplemental Budget Explanation](#)

**22.     [17-21](#)         SUPPLEMENTAL BUDGET RESOLUTION NO. 17-21 - JOINT PARTICIPATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION - VIDEO DETECTION EQUIPMENT**

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-21.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017: PROVIDING FOR THE EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Supplemental Budget Resolution No. 17-21](#)  
                          [Supplemental Budget Explanation No. 17-21](#)

23.     [04-17](#)           PROPOSED ORDINANCE NO. 04-17 - REPEALING SECTION  
                          10-4-16(C) OF THE CITY CODE - INSTALLATION OF SERVICES

**Recommendation:** That City Council adopt Proposed Ordinance No. 04-17 repealing Section 10-4-16(c) of the city code on second reading.

AN ORDINANCE REPEALING SECTION 10-4-16(c) OF  
THE CODE OF THE CITY OF PENSACOLA,  
FLORIDA, INSTALLATION OF SERVICES;  
PROVIDING FOR SEVERABILITY; REPEALING  
CLAUSE; PROVIDING AN EFFECTIVE DATE

**Sponsors:** Ashton J. Hayward, III, Sherri Myers

**Attachments:**     [Proposed Ordinance No. 04-17](#)

24.     [17-00260](#)       OVERRIDE MAYOR ASHTON HAYWARD'S VETO OF MARCH 14,  
                          2017 OF THE CITY COUNCIL ACTION ITEM #17-00186, BEGIN THE  
                          PROCESS FOR HIRING A BUDGET ANALYST, PASSED BY CITY  
                          COUNCIL ON MARCH 9, 2017.

**Recommendation:** That City Council vote to override Mayor Ashton Hayward's Veto, dated March 14, 2017, of City Council legislative action item #17-00186 pertaining to the City Council beginning the process of hiring a Budget Analyst, which City Council passed on March 9, 2017.

**Sponsors:** Sherri Myers

**Attachments:**     [Ordinance No. 28-14, Creating Charter Amendment](#)  
                          [Ordinance No. 05-15, Creating the Office of City Council](#)  
                          [Ordinance No.10-16, Establishing the Position of Budget Analyst](#)  
                          [Organizational Chart for Office of City Council](#)  
                          [September 14, 2016 Council Report](#)  
                          [March 9, 2017 Council Report](#)  
                          [March 14, 2017 Veto Memos from Mayor Hayward](#)

25. [17-00261](#) OVERRIDE MAYOR ASHTON HAYWARD'S VETO OF MARCH 14, 2017 OF THE CITY COUNCIL ACTION ITEM #17-00186, BEGIN THE PROCESS FOR HIRING A BUDGET ANALYST, PASSED BY CITY COUNCIL ON MARCH 9, 2017

**Recommendation:** That City Council vote to override Mayor Ashton Hayward's Veto, dated March 14, 2017, of City Council legislative action item #17-00186 pertaining to the City Council beginning the process of hiring a Budget Analyst, which City Council passed on March 9, 2017.

**Sponsors:** Jewel Cannada-Wynn

**Attachments:** [Ordinance No. 28-14, Creating Charter Amendment](#)  
[Ordinance No. 05-15, Creating the Office of City Council](#)  
[Ordinance No. 10-16, Establishing Position of Budget Analyst](#)  
[Organizational Chart for Office of City Council](#)  
[September 14, 2016 Council Report](#)  
[March 9, 2017 Council Report](#)  
[March 14, 2017 Veto Memos from Mayor Hayward](#)

## FOR DISCUSSION

## INFORMATIONAL ITEMS

## CONSIDERATION OF ANY ADD-ON ITEMS

## READING OF ITEMS FOR COUNCIL AGENDA

## COMMUNICATIONS

### City Administrator's Communication

26. [17-00153](#) CITY ADMINISTRATOR COMMUNICATION - ERIC W. OLSON

**Sponsors:** Ashton J. Hayward, III

### City Attorney's Communication

### Monthly Crime Report-Chief David Alexander

27. [17-00195](#) MONTHLY CRIME REPORT

**Recommendation:** Click or tap here to enter text.

**Sponsors:** Ashton J. Hayward, III

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

28.     [17-00089](#)     MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER  
                            RICHARD BARKER, JR.

*Sponsors:*             Ashton J. Hayward, III

**City Council Communication****ADJOURNMENT**

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

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00240

City Council

4/13/2017

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### **PRESENTATION ITEM**

**FROM:** City Council Member Sherri F. Myers

**SUBJECT:**

PRESENTATION FROM THE CHAIRMAN OF THE BOARD OF TRUSTEES- COMMUNITY MARITIME PARK ASSOCIATES (CMPA)

**REQUEST:**

Presentation from CMPA Board of Trustees Chairman to be given at the April 13, 2017 City Council Meeting; updating the Council on the financial and maintenance aspects of the park as well as an update on the marketing of the private parcels within the park.

**SUMMARY:**

The Community Maritime Park is a multi-use, public-private park development on Pensacola's waterfront. The Board of Trustees of the CMPA oversees the development and management of the Community Maritime Park.

The purpose of this presentation is to provide information to the City Council regarding the financial and maintenance status of the park as well as an update on the marketing of the remaining private parcels located within the park.

**PRIOR ACTION:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1) None

**PRESENTATION:** Yes



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00012

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

AWARD OF CONTRACT - BID #17-006 BAYOU CHICO "R" STREET AT MAGGIE'S DITCH  
STORMWATER TREATMENT ENHANCEMENT PROJECT

**RECOMMENDATION:**

That City Council award a contract for construction of the Bayou Chico "R" Street at Maggie's Ditch Stormwater Treatment Project to Williams Industrial & Marine, Inc., of Westville, Florida, the lowest and most responsible bidder with a base bid of \$597,719.00, plus 10% contingency of \$59,771.90 for a total amount of \$657,490.90.

Public Hearing Required: No Hearing Required

**SUMMARY:**

The site location for this grant-funded project is in a public easement within the former "R" Street right-of-way (vacated) on Escambia County School District (ECSD) property at the Global Learning Academy Elementary School site adjacent to Maggie's Ditch. The project is a joint cooperation and collaboration effort with Escambia County, ECSD and the National Fish and Wildlife Foundation (NFWF). Even though the project is located on the physical school site property, it is located within a public easement and will serve the entire community as an educational facility and outreach tool for greater environmental awareness and stewardship in regards to proper/responsible stormwater management practices.

The new facility will have multiple educational elements to promote learning and comprehension of the fragile ecological balances within our environment and emphasis on stewardship of our natural resources. It will also have numerous public amenities that include park benches for passive observation, proper trash receptacles, enhanced hardscape features, lush landscape, an observation gazebo directly overlooking Maggie's Ditch, a walking path and ornamental lighting. The project is scheduled to begin construction in April of 2017 and will take approximately 6 months to complete.

City Council approved an Interlocal Agreement with Escambia County relating to the NFWF Grant for this project on October 8, 2015. However, since that time, the City has been advised by NFWF officials that certain elements of the scope of this project are not eligible under the terms of the Gulf Environmental Benefit Fund (GEBF) grant funds. The NFWF officials contend that certain elements of the scope included in the submittal



materially improves the site into an amenity feature and therefore those extra costs associated with the hardscape, landscape, etc. cannot be included as an allowable cost. Because there were no pre-existing park features or amenities that would need to be replaced, it was deemed these expenses are purely recreational and not compliant under the GEBF grant. Therefore, in order to be able to complete the project, the portion of the project that is not eligible under the GEBF grant will be funded from the Stormwater Capital Improvement Projects Fund. Sufficient funding is available from the completed Bayou Drive Outfall at Bayou Chico Project and has been transferred to this project to fund the remaining portion.

**PRIOR ACTION:**

October 8, 2015 - City Council approved the Interlocal Agreement with Escambia County relating to the NFWF Grant for the Bayou Chico Restoration Project for the "R" Street at Maggie's Ditch Stormwater Treatment Enhancement Project.

**FUNDING:**

Budget:	\$ 865,000.00	NFWF Grant Award
	(362,120.00)	Ineligible Portion of NFWF Grant Award
	<u>300,000.00</u>	Stormwater Capital Projects Fund
	<u>\$ 802,880.00</u>	Total

Actual:	\$ 579,719.00	Construction Contract
	59,771.90	10% Contingency
	52,488.54	Engineering Design/Permitting
	60,000.00	Project Inspection
	27,000.00	Monitoring
	<u>5,000.00</u>	Construction Testing/Misc.
	<u>\$ 801,979.44</u>	Total

**FINANCIAL IMPACT:**

Grant funding in the amount of \$865,000 has been appropriated in the Special Grants Fund. Of that amount \$362,120 does not qualify under the scope of the grant, leaving an available amount of \$502,880.00 in the Special Grants Fund. Additional funding in the amount of \$300,000 is available within the Stormwater Capital Projects Fund for a total budgeted amount of \$802,880. To date, \$53,959.72 has been expended or encumbered for items related to engineering design and miscellaneous preconstruction cost, leaving a remaining current balance of \$748,920.28. The remaining budget balance is sufficient to cover the remaining items that have yet to be completed/expended.

**CITY ATTORNEY REVIEW:** Yes

3/28/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

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

**ATTACHMENTS:**

- 1) Bid Tabulation, Bid No. 17-006
- 2) Final Vendor Reference List, Bid No. 17-006
- 3) Map, Bayou Chico "R" Street at Maggie's Ditch Stormwater Treatment Enhancement Project
- 4) Report of City Council Action - NFWF Grant - dated 10-8-15

**PRESENTATION:** No

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**TABULATION OF BIDS**

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BID NO: 17-006

TITLE: BAYOU CHICO AT STREET AT MAGGIE'S DITCH STORMWATER TREATMENT ENHANCEMENT

OPENING DATE: January 6, 2017 OPENING TIME: 2:30 P.M.  DEPARTMENT: Engineering	WILLIAMS INDUSTRIAL & MARINE Bonifay, FL	BIRKSHIRE JOHNSTONE, LLC Pensacola, FL	J. MILLER CONSTRUCTION, INC. Pensacola, L	GULF COAST UTILITY CONTRACTORS Panama City, FL
Base Bid	\$597,719.00	\$618,248.23	\$971,925.00	\$1,033,913.00
M/WBE Participation Goal 5%	8.1%	7.8%	4.8%	7.2%
Attended Prebid	Yes	Yes	Yes	Yes

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Opening Date: 01/06/17

Bid No.: 17-006

**FINAL VENDOR REFERENCE LIST**  
**BAYOU CHICO "R" STREET @ MAGGIE'S DITCH STORMWATER TREATMENT ENHANCEMENT**  
**ENGINEERING AND CONSTRUCTION SERVICES**

Vendor	Name	Address	City	St	Zip Code	M/WBE
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503	W
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533	N
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	M
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	N
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	N
058302	CONTECH	182 MONTGOMERY STREET	SANTA ROSA BEACH	FL	32455	N
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	N
036146	CRONIN CONSTRUCTION INC	913 GULF BREEZE PKWY STE 12	GULF BREEZE	FL	32561	M/W
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	N
032038	EVANS CONTRACTING INC	289 NOWAK RD	CANTONMENT	FL	32533	N
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	N
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	W
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	M
053862	GFD CONSTRUCTION INC	8777 ASHLAND AVE	PENSACOLA	FL	32514	N
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	N
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	N
055520	GULF COAST UTILITY CONTRACTORS	13938 HIGHWAY 77	PANAMA CITY	FL	32409	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
050489	HAILE, MICHAEL JACKSON DBA THE HAILE COMPANY OF NW FL INC	PO BOX 13425	PENSACOLA	FL	32591	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503	N
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	N
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	N
049240	J MILLER CONSTRUCTION INC	201 SOUTH "F" STREET	PENSACOLA	FL	32501	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	N
058801	M & H CONSTRUCTION SVCS INC	4782 MALLARD CREEK ROAD	PENSACOLA	FL	32526	M
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	N
053467	MIDSOUTH PAVING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505	N
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	N
002720	PANHANDLE GRADING & PAVING INC	2665 SOLO DOS FAMILIAF	PENSACOLA	FL	32534	N
030951	PAV'R CONSTRUCTION INC	501 EAST GREGORY ST STE 3	PENSACOLA	FL	32502	N

Opening Date: 01/06/17

Bid No.: 17-006

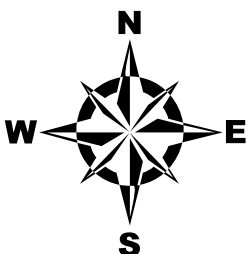
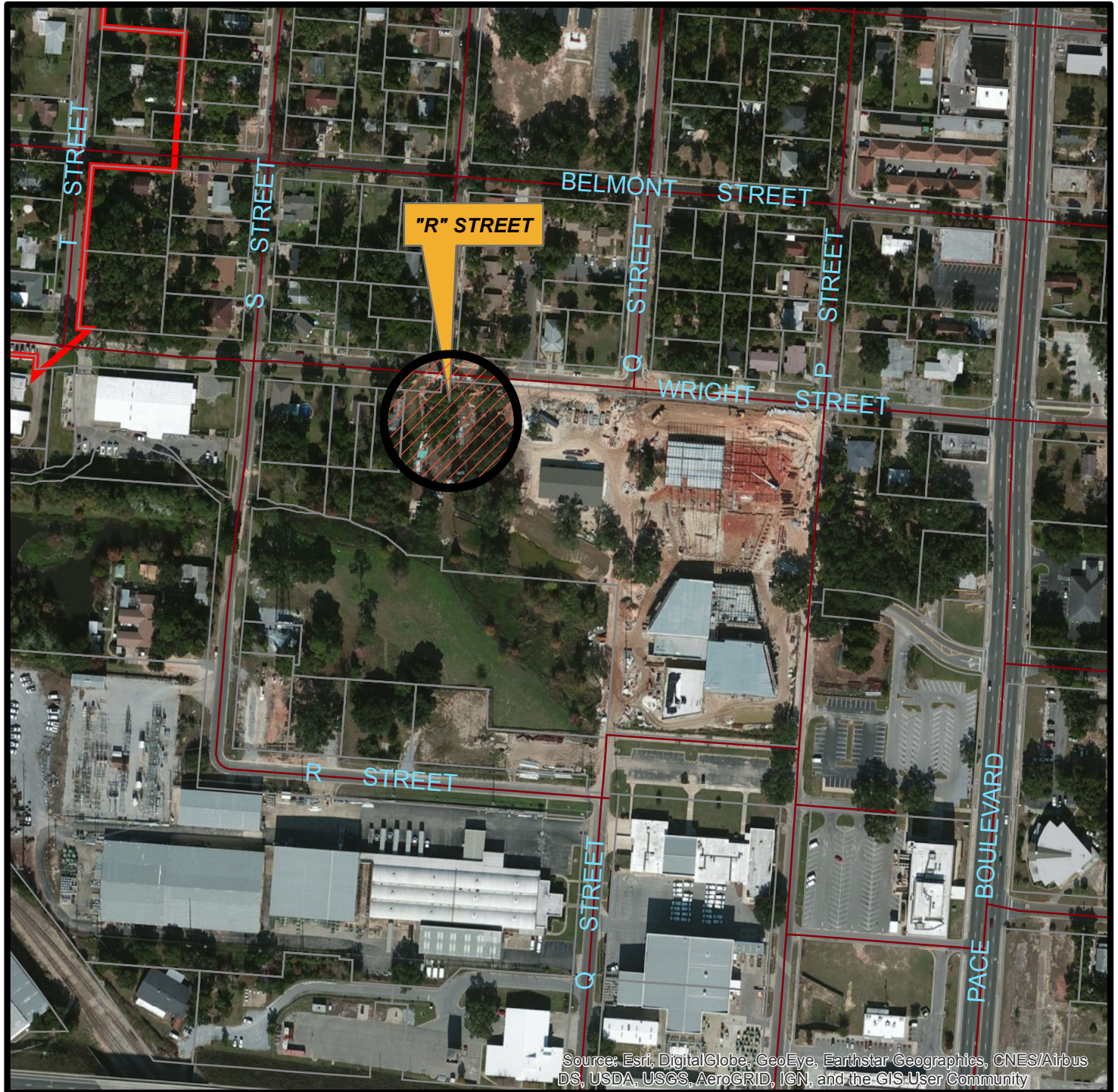
**FINAL VENDOR REFERENCE LIST**  
**BAYOU CHICO "R" STREET @ MAGGIE'S DITCH STORMWATER TREATMENT ENHANCEMENT**  
**ENGINEERING AND CONSTRUCTION SERVICES**

Vendor	Name	Address	City	St	Zip Code	M/WBE
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563	W
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	M
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
021834	RANDALL CHAVERS SEPTIC TANK INC DBA R & L PRODUCTS	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
067564	ROBERSON UNDERGROUND UTILITY LLC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	N
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501	N
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	N
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	N
066848	TALCON GROUP LLC	156 DUPONT ROAD	HAVANA	FL	32333	N
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	N
002839	TERHAAR & CRONLEY GENERAL CONTRACTOR INC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE INC	213 EAST YONGE STREET	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
022290	VICTOR A WALKER DBA V A WALKER GENERAL CONTRACTOR	10235 LILLIAN HIGHWAY	PENSACOLA	FL	32506	N
030096	W D ROGERS MECHANICAL CONTRACTORS INC	3018 NORTH DAVIS HWY	PENSACOLA	FL	32503	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N
070332	WILLIAMS INDUSTRIAL	902 SOUTH MCGEE ROAD	BONIFAY	FL	32425	N
045140	WIT CONSTRUCTION SVCS LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
044856	WOLFE CONSTRUCTION	40 W NINE MILE RD #2 STE 212	PENSACOLA	FL	32534	N

Vendors: 80



# BAYOU CHICO R STREET @ MAGGIE DITCH TREATMENT ENHANCEMENT PROJECT



**PENSACOLA**

THE UPSIDE *of* FLORIDA

**DEPARTMENT OF PUBLIC WORKS AND FACILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION**

# Report of City Council Action Items

October 8, 2015

**Members Present:** Council President Andy Terhaar, Council Vice President Larry B. Johnson, Charles Bare, Jewel Cannada-Wynn, Sherri Myers, Brian Spencer, Gerald Wingate, and P. C. Wu

**Absent:** None



## CONSENT AGENDA ITEMS

1. MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PENSACOLA, PORT OF PENSACOLA AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR LAND USE CONTROLS

That City Council authorize the Mayor to execute a Memorandum of Agreement and any related documents between the City of Pensacola, Port of Pensacola and the Division of Waste Management, Florida DEP to perform contamination assessments and implement institutional Land Use Controls at the Port of Pensacola. Further, that City Council approve adding the MOA to the Port Terminal Tariff as required by the MOA.

*The motion passed unanimously.*

## REGULAR AGENDA ITEMS

2. INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY RELATING TO THE NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) GRANT FOR THE BAYOU CHICO RESTORATION PROJECT

That City Council approve and authorize the Mayor to execute the Interlocal Agreement between the City of Pensacola and Escambia County relating to the NFWF Grant for the Bayou Chico Restoration Projects at Bill Gregory Park and 'R' Street at Maggie's Ditch. Further, that City Council adopt the attached supplemental budget resolution to appropriate the grant funds.

*The motion passed unanimously.*

### SUPPLEMENTAL BUDGET RESOLUTION NO. 50-15 – **MOTION TO APPROVE**

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING FOR AN EFFECTIVE DATE.

*The motion passed unanimously.*

3. APPOINTMENTS – ARCHITECTURAL REVIEW BOARD

City Council reappointed Nina H. Campbell a planning board member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; Susan Campbell a Property or Business Owner in the Palafox Historic Business District; and George R. Mead, II a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District, for a term of two years, expiring September 30, 2017.

*The motion passed by acclamation unanimously.*

4. MARITIME PARK BOARD OF TRUSTEE APPOINTMENT

~~The CMPA board members shall be appointed by direct appointment of City Council Members. Current appointments shall be made by the Council Member at large, followed by individual district representatives beginning with Council District 1. Nothing herein shall prevent a Council Member from serving on the CMPA rather than appointing a non-Council Member.~~

**Substitute Motion:** That City Council direct the City Attorney to draft a resolution that will allow City Council Members to make direct appointments to CMPA Board of Trustees.

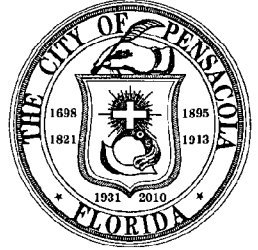
*The motion passed 5 – 3. Council Members Cannada-Wynn, Wingate, and Wu dissenting.*



# COUNCIL MEMORANDUM

Council Meeting Date: October 8, 2015

## LEGISLATIVE ACTION ITEM



**FROM:** Ashton J. Hayward, III, Mayor *EJH for*

**SUBJECT:** Interlocal Agreement between the City of Pensacola and Escambia County relating to the National Fish and Wildlife Foundation (NFWF) Grant for the Bayou Chico Restoration Project

### **RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute the Interlocal Agreement between the City of Pensacola and Escambia County relating to the NFWF Grant for the Bayou Chico Restoration Projects at Bill Gregory Park and 'R' Street at Maggie's Ditch. Further, that City Council adopt the attached supplemental budget resolution to appropriate the grant funds.

**AGENDA:** \_\_\_\_\_ Regular      X   Consent

Hearing Required: Public \_\_\_\_\_ Quasi-Judicial: \_\_\_\_\_ No Public Hearing:   X  

### **SUMMARY:**

The Bayou Chico Restoration Project grant proposal was submitted to NFWF by Escambia County as the lead organization and includes a suite of four (4) separate stormwater sub-projects, totaling \$11,032,250.00, two of which will be constructed by the City of Pensacola. The requested grant was awarded to Escambia County as the primary recipient and the attached interlocal agreement allows for the City to self-manage the two approved sub-projects within the suite at Bill Gregory Park and 'R' Street/Maggie's Ditch with reimbursement directly from Escambia County. The City sub-projects will be fully funded by the NFWF grant through Escambia County in the amount of \$2,180,000 for Bill Gregory Park and \$865,000 for 'R' Street at Maggie's Ditch. These projects will help to meet stormwater treatment goals intended to assist in the restoration of Bayou Chico and support planned restoration activities identified in the Florida Department of Environmental Protection's restoration plan for the Bayou. Expected outcomes include restored and greatly improved benthic habitat quality, increased biological diversity and productivity, and improved water quality to assist in meeting the total maximum daily pollutant loads (TMDL's) established for Bayou Chico. This suite of projects works to fulfill the NFWF focal area to restore and maintain the ecological integrity of priority coastal bays and estuaries.

### **PRIOR ACTION:**

None

Council Memorandum

Subject: Interlocal Agreement between the City of Pensacola and Escambia County relating to the National Fish and Wildlife Foundation (NFWF) Grant for the Bayou Chico Restoration Project

Council Meeting Date: October 8, 2015

Page 2

**FUNDING:**

Bill Gregory Park Stormwater Sub-Project

Budget: \$2,180,000 (NFWF Grant)

Actual: \$2,180,000 (Estimated)

R Street at Maggie's Ditch Stormwater Sub-Project

Budget: \$865,000 (NFWF Grant)

Actual: \$865,000 (Estimated)

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the funding for this grant.

**STAFF CONTACT:**

Eric W. Olson, City Administrator

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

**ATTACHMENTS:**

- 1) Interlocal Agreement between the City of Pensacola and Escambia County, Florida relating to the Bayou Chico Restoration Project
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Resolution Explanation

**PRESENTATION:**

None

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA  
AND ESCAMBIA COUNTY, FLORIDA RELATING TO THE BAYOU  
CHICO RESTORATION PROJECT**

**THIS AGREEMENT** made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between the City of Pensacola, Florida, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502, and Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

**WITNESSETH:**

**WHEREAS**, both the City and County have legal authority to perform general government services within their respective jurisdictions; and

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

**WHEREAS**, the County previously entered into a Project Funding Agreement with the National Fish and Wildlife Foundation (NFWF) to provide funding for the Bayou Chico Restoration Project (hereinafter referred to as "Funding Agreement"), a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS**, the City and County desire to cooperatively perform a portion of the Work comprising the Bayou Chico Restoration Project with Escambia County serving as the lead jurisdiction for purposes of administrative authority and grant management.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and the City of Pensacola agree as follows:

**ARTICLE 1**  
**Purpose**

1.1 Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Purpose. This Agreement sets forth the terms and conditions whereby the City and County shall jointly perform a portion of the Bayou Chico Restoration Project to include the Bill Gregory Park Regional Stormwater Treatment Facility Project and the R Street at Maggie's Ditch Stormwater Treatment Enhancement Project (hereinafter referred to as the "Project" or "Projects") as provided herein.

**ARTICLE 2**  
**Responsibilities of the Parties**

2.1 The County shall serve as the direct recipient of Project Funding pursuant to the Funding Agreement with NFWF and reimburse the City for eligible Project costs performed in accordance with the terms of this Agreement and the Funding Agreement. NFWF shall ultimately determine the eligibility of costs related to the project, as outlined in the grant project scope.

2.2 The City shall submit written requests for reimbursement of eligible Project costs already paid or incurred no more frequently than once monthly, and the County shall provide reimbursement once monthly for eligible costs. Requests shall include, at a minimum, the total dollar amount, an itemization by Task and Cost Category of the Project costs, and copies of any payment documentation or other relevant financial documents as may be reasonably required to verify Project costs. Requests for Reimbursement shall be submitted to the County's designated Project Manager at the following address:

To the County:  
Taylor "Chips" Kirschenfeld  
Escambia County Central Office Complex  
3363 West Park Place  
Pensacola, FL 32505

2.3 The City shall complete the individual Tasks comprising the Work identified in the Funding Agreement as follows:

\*Bill Gregory Park Regional Stormwater Treatment Facility Project  
Task 1- Bill Gregory Park Stormwater Project- Pre-Construction  
Task 2- Bill Gregory Park Stormwater Project- Construction  
Task 3- Bill Gregory Park Stormwater Project- Monitoring

\*R Street at Maggie's Ditch Stormwater Treatment Enhancement Project  
Task 4- R Street at Maggie's Ditch Stormwater Project- Pre-Construction  
Task 5- R Street at Maggie's Ditch Stormwater Project- Construction  
Task 6- R Street at Maggie's Ditch Stormwater Project- Monitoring

2.4 The City shall submit a Monthly Report to the County's designated Project Manager with a narrative description of the Work performed to date and certification that the Work performed to date constitutes part of the Project and each Task is proceeding on or under the Task Budget and will be completed on or under the Task Budget.

2.5 As it relates to the performance of Work pursuant to this Agreement, the City represents and warrants as follows:

a. The City shall conduct all activities related to the Work in compliance with applicable laws, regulations, rules, orders, and other governmental mandates,

including, but not limited to, those pertaining to procurement, acquisition, or other contracting actions;

b. The City shall comply with generally accepted policies and procedures applicable to procurement, acquisition, or other contracting actions;

c. The City is qualified to perform the applicable Work and reserves the right to contract and/or subcontract any aspect of the project work, as deemed necessary to complete the adopted project scope and schedule;

d. The City shall perform the applicable Work within budgeted costs as identified for such Work as provided in the Funding Agreement;

d. The City shall maintain appropriate insurance against liability for injury to persons or property from any and all activities related to the Work; and

e. The City does not have any conflict of interest with respect to NFWF, the County, or the Project.

2.6 Upon completion of the Projects described herein, the City shall be responsible for the maintenance of said improvements.

2.7 Project Funding as referenced herein is solely available subject to an award from NFWF. County shall have the right to terminate this Agreement and immediately cease all payments related thereto in the event NFWF should fail to award, terminate or cancel said funding after the effective date of this agreement. Upon such occurrence, neither party shall have any responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by NFWF.

2.8 This Agreement shall become effective, after being properly executed by the Parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for filing the Agreement with the Clerk.

### **ARTICLE 3** **GENERAL PROVISIONS**

3.1 Liability and Insurance. Subject to any claim of sovereign immunity provided by Florida Statutes 768.28, each party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents acting within the course of normal duties in the performance of this Agreement. Each party shall insure its own interests either through appropriate insurance policies or through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.

3.2 Termination. The Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.

3.3 Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as

amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

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

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

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

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

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

3.9 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

**To the County:**

Jack R. Brown  
County Administrator  
Escambia County  
221 South Palafox Place  
Pensacola, Florida 32502

**To the City:**

Ashton J. Hayward, III  
Mayor  
City of Pensacola  
222 West Main Street  
Pensacola, Florida 32502

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

COUNTY:  
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: \_\_\_\_\_  
Steven Barry, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

CITY:  
The City of Pensacola, a Florida Municipal Corporation

By: \_\_\_\_\_  
Ashton J. Hayward, III, Mayor,

Date: \_\_\_\_\_

ATTEST: Ericka Burnett  
Clerk of the City of Pensacola

By: \_\_\_\_\_  
City Clerk

Legal in form and valid as drawn:

By: \_\_\_\_\_  
City Attorney



RESOLUTION  
NO.   -  

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING FOR AN EFFECTIVE DATE.

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

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

**A. SPECIAL GRANTS FUND**

To:	Miscellaneous Revenue	3,045,000
To:	Capital Outlay	3,045,000

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  
OCTOBER 2015 - SUPPLEMENTAL BUDGET RESOLUTION - BAYOU CHICO STORMWATER GRANT

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Miscellaneous Revenue	3,045,000	Appropriate estimated revenue for Miscellaneous Revenue
Total Revenues	<u>3,045,000</u>	
Appropriations		
Capital Outlay	3,045,000	Appropriate funding for Capital Outlay
Total Appropriations	<u>3,045,000</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00221

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

AIRPORT - AWARD OF BID #17-018, PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION

**RECOMMENDATION:**

That City Council award Bid # 17-018, Pensacola International Airport Fuel Farm Road Reconstruction to J. Miller Construction, Inc., the lowest and most responsible bidder in the amount of \$125,684.00 for roadway repairs as outlined in the bid specifications plus a 10% contingency of \$12,568.40 for a total amount of \$138,252.40. Further, that City Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

All aviation fuel placed in aircraft at the Pensacola International Airport is delivered to and stored in a series of aboveground tanks located in an area off Tippen Avenue. Bulk delivery trucks as well as the mobile fuel vehicles operated by Pensacola Aviation Center access the site via a secure roadway system. This road segment, constructed in 1989, has settled in numerous locations due to the weight and frequency of truck operations. The current condition of the road has begun to impact vehicle operations, and if uncorrected, could result in an interruption to fuel deliveries. At the request of Airport Staff, City Engineering reviewed the situation and developed plans and specifications for corrective work. The resultant scope of work for the fuel farm road reconstruction project was advertised under Invitation To Bid # 17-018 on February 20, 2017. A mandatory Pre-Bid Conference was held on site March 6, 2017. Sealed bids were received on March 16, 2017, and reviewed by City Engineering. Eight (8) vendors responded to the City's Invitation to Bid. J. Miller Construction, Inc. was the lowest and most responsible bidder.

**PRIOR ACTION:**

N/A

**FUNDING:**

Budget:     \$ 142,600.00

Actual:     \$ 138,252.40

**FINANCIAL IMPACT:**

Funds are available in the Airport's Capital Improvement Account.

**CITY ATTORNEY REVIEW:**    Yes

3/22/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Daniel E. Flynn, Airport Director

**ATTACHMENTS:**

- 1) Bid Tabulation - Bid # 17-018
- 2) Vendor Reference List - Bid # 17-018

**PRESENTATION:**    No

TABULATION OF BIDS

BID NO: 17-018  
TITLE: PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION

OPENING DATE: March 16, 2017 OPENING TIME: 2:30 P.M. DEPARTMENT: Engineering/Airport	J. MILLER CONSTRUCTION, INC. Pensacola, FL	BKW, INC. Pensacola, FL	PANHANDLE GRADING & PAVING, INC. Pensacola, FL	SITE & UTILITY, LLC Pensacola, FL	GULF-ATLANTIC CONSTRUCTORS, INC. Pensacola, FL	GULF COAST UTILITY CONTRACTORS Panama City, FL	MIDSOUTH PAVING, INC. Pensacola, FL	ROADS, INC. OF NWF Cantonment, FL
Base Bid	\$125,684.00	\$130,998.11	\$140,850.00	\$170,000.00	\$184,452.25	\$220,947.50	\$237,534.25	\$279,068.52
Attended Prebid	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

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Opening Date: 03/16/17

Bid No.: 17-018

**FINAL VENDOR REFERENCE LIST**  
**PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION**  
**AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	M/WBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	N
047054	AFFORDABLE CONCRETE LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32514	N
006037	AL WINGATE & COMPANY DBA/ WKG ENTERPRISES INC	10901 GULF BEACH HWY	PENSACOLA	FL	32507	N
046667	ALFRED BURGDORF LLC DBA A & B DOZING LLC	2172 W NINE MILE RD PMB 158	PENSACOLA	FL	32534	N
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	N
066983	APPLIED CONSTRUCTION MANAGEMENT	2083 DOWNING DRIVE	PENSACOLA	FL	32505	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
032537	BEULAH EXCAVATING CO	6640 FRANK REEDER ROAD	PENSACOLA	FL	32526	N
050729	BEVERWYCK SOUTH INC DBA PAUL DAVIS RESTORATION OF P'COLA-FWB	101 E BRAINERD ST STE A	PENSACOLA	FL	32501	N
038068	BIGGS GREEN CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591	N
057455	BILL FERGUSON ENTERPRISES INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
063759	BILL MCBRIDE CONSTRUCTION LLC	320 WEST LLOYD STREET	PENSACOLA	FL	32501	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	N
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534	N
026898	BONTRAGER BUILDER GROUP INC	223 W GREGORY STREET	PENSACOLA	FL	32502	N
065158	BOSS LADY CONCRETE CONSTRUCTION LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	N
042801	BOYD RENFRO LLC	38 S BLUE ANGEL PKWY #330	PENSACOLA	FL	32506	N
068970	BR BONNER'S HAULING INC	10231 WALBRIDGE STREET	PENSACOLA	FL	32514	N
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
053081	BUBBA BOX LLC	1249 SOUTH OLD CORRY FIELD RD	PENSACOLA	FL	32507	N
047830	CANTONMENT EXCAVATING LLC	130 MINTZ LANE	CANTONMENT	FL	32533	N
049315	CEDAR GROVE TRI-STATE INC	631 MILESTONE BLVD	CANTONMENT	FL	32533	N
042045	CHAUVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	N
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	N
039797	CONTAINERS INC OF NW FLORIDA CONTAINERS INC	P O BOX 6115	PENSACOLA	FL	32503	N
058961	CONTRACTOR SERVICES LLC	3044 EAST KINGSFIELD ROAD	PENSACOLA	FL	32514	N
043794	CRAFTSMAN CONCRETE CONTRACTORS	55 SOUTH B STREET	PENSACOLA	FL	32502	N
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	N
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	N
023733	D H GRIFFIN WRECKING CO INC	P O BOX 7037	PENSACOLA	FL	32534	N
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	N
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	N
057581	DB CONSTRUCTION LLC DBA GLOBAL RESTORATION SERVICES	3960 WEST NAVY BLVD SUITE 41	PENSACOLA	FL	32507	N
066984	DELTA CONTRACTORS	1238 FINLEY DRIVE	PENSACOLA	FL	32514	N
056603	DESIGN HOMEBUILDERS INC	2460 BLUFFS CIRCLE	PENSACOLA	FL	32503	N
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	N
048528	EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	N
032820	ENVIROREM INC	1249 SOUTH OLD CORRY FIELD RD	PENSACOLA	FL	32507	N
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	N
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N

Opening Date: 03/16/17

Bid No.: 17-018

**FINAL VENDOR REFERENCE LIST**  
**PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION**  
**AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	M/WBE
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	N
053084	FOUNTAIN	2755 FENWICK ROAD	PENSACOLA	FL	32526	N
053080	FRECH CONSTRUCTION INC	PO BOX 485	GULF BREEZE	FL	32562	N
068937	G SMITH'S LAND MANAGEMENT	11809 CHANTICLEER DRIVE	PENSACOLA	FL	32507	N
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MANAGEMENT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	N
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	N
036376	GREEN, ANTHONY JR DBA GREEN'S LANDCLEARING	8804 SONNYBOY LANE	PENSACOLA	FL	32514	N
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	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
034436	GULF COAST ENVIRONMENTAL CONTRACTORS INC	1765 E NINE MILE RD ST 1, #110	PENSACOLA	FL	32514	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	N
055520	GULF COAST UTILITY CONTRACTORS	13938 HIGHWAY 77	PANAMA CITY	FL	32409	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	N
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
042677	IRBY ENGINEERING & CONSTRUCTION INC	94 E GARDEN ST	PENSACOLA	FL	32502	N
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	N
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	N
049290	JOHNSON COLEMAN DBA CJ MASONRY	3905 NORTH P STREET	PENSACOLA	FL	32505	N
053484	JOHNSON CONSTRUCTION OF PENSACOLA INC	6310 WEST FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
024819	KEENAN & SONS INC	3250 W FAIRFIELD DR	PENSACOLA	FL	32505	N
043889	KELLY, DAVID H DBA DAVE'S LAND CLEARING & DEBRIS REMOVAL	PO BOX 1221	GONZALEZ	FL	32560	N
051998	KIRKLAND, WILLIE JR DBA WILLIE KIRKLAND TRUCKING	2703 WEYLAND CIRCLE	PENSACOLA	FL	32526	N
044890	KLEPAC ENGINEERING & CONTRACTING LLC	10305 BRISTOL PARK ROAD	CANTONMENT	FL	32533	N
010677	LARRY HALL CONSTRUCTION INC	P O BOX 2408	PACE	FL	32571	N
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	N
060298	LESCO GROUP INC DBA LESCO ENVIRONMENTAL SERVICES	PO BOX 362	CANTONMENT	FL	32533	N
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	N
048941	MARK TAYLOR CONSTRUCTION LLC	1719 N 9TH AVE	PENSACOLA	FL	32503	N
047005	MATHIS CONSTRUCTION	362 GULF BREEZE PARKWAY #127	GULF BREEZE	FL	32561	N
069799	MAVERICK DEMOLITION OF NW FLORIDA INC	2355 SUMMIT BLVD	PENSACOLA	FL	32503	N
050051	MCG INC	516 E STRONG ST	PENSACOLA	FL	32501	N
057267	MCKNIGHT, CHARLES SEAN DBA SEAN MCKNIGHT & SONS PROFESSIONAL SERVICES LLC	4200 LANGLEY AVENUE	PENSACOLA	FL	32504	N
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	N
053467	MIDSOUTH PAVING INC	PO BOX 198495	ATLANTA	GA	30384	N
031023	MILLIGAN FORD UNLIMITED INC	3160 TUNNEL ROAD	PACE	FL	32571	N
045203	MOORE, STEVEN T DBA MC GROUP LLC	605-A EAST GOVERNMENT STREET	PENSACOLA	FL	32502	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N



Opening Date: 03/16/17

Bid No.: 17-018

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**PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION**  
**AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	M/WBE
066985	NORTH STAR DEMO & REMEDIATION LP	450 VAN PELT LANE	PENSACOLA	FL	32505	N
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505	N
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	N
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	N
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	N
052914	PAPA'S TRUCK LLC	3233 ELCANO LANE	CANTONMENT	FL	32533	N
049009	PARRIS CONSTRUCTION CO LLC	10 EAST FAIRFIELD DRIVE STE C	PENSACOLA	FL	32503	N
058953	PARSCO LLC	714 NORTH DEVILLIERS STREET	PENSACOLA	FL	32501	N
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 13712	PENSACOLA	FL	32574	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
033922	PHILLIPS & JORDAN	41 N JEFFERSON STE 401	PENSACOLA	FL	32502	N
027684	PHOENIX CONSTRUCTION SERVICES	1805 TENNESSEE AVE	LYNN HAVEN	FL	32444	N
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	N
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563	Y
068488	PRO CONSTRUCTION LLC DBA COMPLETE DK1	511 WYNNEHURST STREET	PENSACOLA	FL	32503	N
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y
045636	PURIFOY CONSTRUCTION LLC	1425 MUSCOGEE ROAD	CANTONMENT	FL	32533	N
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
039087	QUALITY SYSTEMS INSTALLATION INC	102 EAST ROBERTS RD	PENSACOLA	FL	32534	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N
056449	ROBERSON, ROBERT DBA R2R ENTERPRISES LLC	8290 SEDGEFIELD DRIVE	PENSACOLA	FL	32507	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
057937	ROPER & ROPER GENERAL CONTRACTORS LLC	5042 SKYLARK COURT	PENSACOLA	FL	32505	N
046042	ROYALTY LLC DBA ROYALTY MANAGEMENT LLC	1765 E NINE MILE ROAD #1-104	PENSACOLA	FL	32514	N
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	N
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	N
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	N
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
035108	SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA STREET	PENSACOLA	FL	32502	N
068159	SOUTHERN DRILL SUPPLY INC	1822 BLACKBIRD LANE	PENSACOLA	FL	32534	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
053083	SOUTHLAND	2621 LONGLEAF	PENSACOLA	FL	32526	N
054175	SUPERIOR WASTE & LANDCLEARING LLC	8804 SONNYBOY LANE	PENSACOLA	FL	32514	N
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	N
052830	TACOMA CONSTRUCTION LLC DBA TARTAN CONSTRUCTION	4051 FLORIDATOWN RD	PACE	FL	32571	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE	213 E YONGE ST	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
041498	TOTAL RESPONSE SYSTEMS	4400 BAYOU BLVD STE 25D	PENSACOLA	FL	32503	N
024977	TRAMMELL CONSTRUCTION CO INC	9425 WANDA DR	PENSACOLA	FL	32514	N
051465	TROY TEMPLEMAN DBA GULF STATES ENTERPRISES INC	2140 JARROD DRIVE	CANTONMENT	FL	32533	N

Opening Date: 03/16/17

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**FINAL VENDOR REFERENCE LIST  
PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION  
AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	M/WBE
058764	URBAN INFILL CORPORATION	P O BOX 4387	PENSACOLA	FL	32507	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
039962	VDB VISION CONSULTANTS	140 REDBREAST LANE	PENSACOLA	FL	32503	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
047084	WADDELL HOMES INC	5876 NORTH BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
032732	WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N
041432	WATERS GENERAL CONTRACTORS INC	10070 SCENIC HWY	PENSACOLA	FL	32514	N
051237	WATSON, ALFRED D DBA ALFRED WATSON CONSTRUCTION LLC	4007 NORTH "W" STREET	PENSACOLA	FL	32505	Y
051855	WHITE CONSTRUCTION & RENOVATION INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	N
045140	WIT CONSTRUCTION SERVICES LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534	N
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 154



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00208

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

APPOINTMENT TO THE FIREFIGHTERS' RELIEF AND PENSION FUND BOARD OF TRUSTEES

**RECOMMENDATION:**

That City Council ratify the appointment of Jerri Barnes as the fifth member trustee of the Firefighters' Relief and Pension Fund.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

At the meeting on February 8, 2017, the Firefighters' Relief and Pension Fund Board of Trustees elected Jerri Barnes the fifth member of the Board. Her term is for two years and will expire December 31, 2018.

**PRIOR ACTION:**

July 17, 2015 - City Council ratified Ms. Barnes' original appointment.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

3/13/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00247

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Brian Spencer

**SUBJECT:**

APPOINTMENT - PARKS AND RECREATION BOARD

**RECOMMENDATION:**

That City Council appoint one (1) individual to serve on the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2020.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Parks and Recreation Board shall advise and make recommendations to the City Council and shall advise the Mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks within the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities. Members of this board are not required to be residents of the City.

The following individual has been nominated:

**Nominee:**

Barrett Breedlove

**Nominated by:**

Johnson

**PRIOR ACTION:**

City Council appoints members to the Parks and Recreation Board on a biennial basis.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

N/A

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**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Nomination Form - Barrett Breedlove
- 2) Application of Interest - Barrett Breedlove
- 3) Resume - Barrett Breedlove

**PRESENTATION:** No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Larry B. Johnson, do nominate Barrett Breedlove  
(Nominee)

871 Woodbine Drive 32503 903 521-3231  
(Home Address) (Phone)

3008 FL Highway 95-A 32534  
(Business Address) (Phone)

barretto@breedloves.com  
(Email Address)

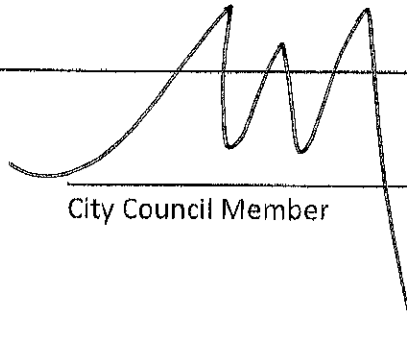
City Resident: ☒ YES NO  
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**MEMBER  
PARKS & RECREATION BOARD**

Provide a brief description of nominee's qualifications:

Interested in serving on Parks & Recreation Bd.

  
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



**Trudi Nichols**

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**From:** noreply@civicplus.com  
**Sent:** Friday, March 24, 2017 10:56 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](http://cityofpensacola.com/council) for Council Member contact information. If you have any questions, contact the City Clerk's Office.*

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(Section Break)

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### Personal Information

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Name	Barrett Breedlove
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Home Address	871 Woodbine Dr
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Business Address	<i>Field not completed.</i>
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To which address do you prefer we send correspondence regarding this application?	Home
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Preferred Contact Phone Number(s)	9035213231
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Email Address	<a href="mailto:barrett@breedloves.com">barrett@breedloves.com</a>
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Upload Resume (optional)	<a href="#">Breedlove_1.pdf</a>
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(Section Break)

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## Details

Are you a City resident?	Yes
If yes, which district?	4
If yes, how long have you been a City resident?	4 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks and Recreation
Please list the reasons for your interest in this position:	After years of service to the country, I have for some time now had a growing interest in serving the local community. A vibrant and vital community of parks available for the purposes of outdoor family recreation as well as for the encouragement of participation in physical fitness positively affects the morale and welfare of the community in which it resides. As a husband, a father of two young active girls, a member of the Marine Corps Reserves and 3-time Double Bridge completer, a well-groomed and functional park system contributes greatly to public benefit and the encouragement of its utilization.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

## Diversity

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

Gender	Male
--------	------

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

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

**BARRETT C. BREEDLOVE**  
903.521.3231 | BARRETT@BREEDLOVES.COM

---

U.S. Marine Corps Officer and accomplished helicopter pilot with experience in advanced training, logistics, and project management. Proven ability to leverage strong interpersonal skills and relationship building to improve processes multi-laterally. A self-starter, sustaining tactical and technical proficiency in fast-paced environments; well-rounded and respected leader with experience presenting to senior leadership and motivating teams to meet organizational goals in a timely and efficient manner.

---

**KEY QUALIFICATIONS**

- Over 10 years experience as team lead in small to medium cross-divisional projects.
- Management experience with budgets of \$5,000/month and \$250,000 in assets.
- Extensive MS Office Suite experience (Word, Excel, Outlook, Power Point)
- Dept of Defense Secret Security Clearance

**PROFESSIONAL EXPERIENCE**

**U.S. NAVY FLIGHT SCHOOL INSTRUCTOR**

**MAY 2013-PRESENT**

**TRAINING STANDARDIZATION, PROGRAM DIRECTOR**

- Maintained, managed, and improved standard operating procedures for Formation and Search/Rescue phases to ensure standardized training methods for over 250 students and 55 instructors alike
- Led detailed reviews of curricula including computer-based courseware, testing material, and implementation of concepts in real-time dynamic environments; acted as lead presenter of academic courseware to average class size of 20 student aviators across Coast Guard, Navy, Marine Corps, and international alliances
- Hands-on mentor to 13 Naval Aviation flight students, providing weekly mentorship throughout training program.

**STUDENT CONTROL, PROGRAM DIRECTOR**

- Acted as Command's sole representative to focus supervisory attention and facilitate in-depth mentorship to 35 students with specific training deficiencies; applied problem solving to achieve results-oriented solutions on daily basis

**U.S. MARINE CORPS TACTICAL SQUADRON PILOT**

**MARCH 2009-MAY 2013**

**CURRENT AND FUTURE OPERATIONS ROTARY WING PLANNER**

- Coordinated and liaised for current and future Wing level exercises and contingencies. Sourced 375 air support requests for 12 live fire exercises to enhance training readiness and air to ground task force integration
- Represented seven Marine helicopter squadrons spanning eight monthly fragmentary tasking conferences
- Advised senior level leadership with current and future readiness capabilities for exercises
- Coordinated rapid response for support and relief effort in response to Hurricane Sandy

**QUALITY ASSURANCE DIVISION HEAD**

- Lead, trained, and supervised six technical experts and two librarians, ensuring quality and standardization of maintenance procedures and practices IAW numerous technical directives
- Revised, reinstated, and supervised squadron's Pilot Monthly Inspection program, to include development of Functional Check Pilot (FCP) cadre in support of the Maintenance Department. Oversaw qualification of four new FCPs

**LOGISTICS AND EMBARKATION OFFICER**

- Forecasted resources and led teams of up to 15 people to support a unit of over 110 personnel by providing supplies, transportation, and housing for missions up to seven months
- Accountable for \$250,000 in equipment and forecasted unit requirements for multiple training exercises and follow-on deployments conducted in multiple countries
- Identified and reconciled shortfalls in living conditions of unit's service members, allowing for improved quality of life for over 100 personnel; implemented inspection system to prolong improved quality of life and unit morale

**TRAINING AND EDUCATION**

- B.S. in Agricultural Economics, Texas A&M University, 2005
- Marine Corps Officer training / U.S. Naval Aviation Flight School 2006-2009
- Expeditionary Warfare School graduate
- Aviation Maintenance Management Course graduate
- Deloitte CORE Leadership Program, February 2016



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 11-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PROPOSED ORDINANCE NO. 11-17 - AMENDMENT TO SECTION 4-3-97, PROVIDING SANITATION COLLECTION FEE AND CREATING A SANITATION EQUIPMENT SURCHARGE.

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 11-17 on first reading.

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION FEES; PROVIDING FOR SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola recently contracted SCS Engineers to conduct a sanitation rate study to determine whether the cost of providing sanitation services is in balance with the rates currently being charged for performing those services. As a result of the study, a recommendation is made to City Council that the collection fees be adjusted and that a sanitation equipment surcharge be implemented which, like the collection fees, would be adjusted annually based on changes in the Consumer Price Index (CPI).

SCS Engineers was first retained in 2007 to perform a solid waste analysis and rate study. At that time the sanitation rate was \$19.85 per month, a level where it had been since 2000. The final report by SCS included a recommendation that Council set the monthly rate at \$28.16 and implement a fuel surcharge to capture the actual cost of fuel based on usage. There was also a recommendation to adjust the rate annually according to changes in the CPI. The 2007 SCS study provided a list of cost savings options that required system changes to help control future rate increases and the majority of those options have been addressed. However, the option of creating a dedicated funding source for the replacement of sanitation vehicles was not possible with the \$22.20 Sanitation Rate that was adopted by Council in 2007.

Since the 2007 rate study the sanitation rate has been increased once, in FY 2012, to \$22.80 per month (a 2.7% increase). However, by FY 2017 the CPI increased by 15.1% during that time period, as indicated in the chart

below. Had the initial sanitation rate kept pace with the CPI, as provided for in the ordinance, that rate would now be \$25.77 per month and the additional revenues would have totaled approximately \$3,936,000. If the CPI adjustment been implemented each year, as provided for in the ordinance, the additional revenue due to the CPI adjustments would have provided for a more timely replacement of sanitation fleet vehicles.

## Sanitation Rate History

Fiscal Year	Actual Monthly Rate	CPI Increase or Decrease	Sanitation Rate If CPI Were Applied
2008	\$22.20		
2009	\$22.20	4.00%	\$23.09
2010	\$22.20	-0.40%	\$23.00
2011	\$22.20	2.30%	\$23.53
2012	\$22.80	2.70%	\$24.17
2013	\$22.80	2.70%	\$24.82
2014	\$22.80	1.50%	\$25.19
2015	\$22.80	1.50%	\$25.57
2016	\$22.80	-0.10%	\$25.54
2017	\$22.80	0.90%	\$25.77

In 2016 it became apparent that the current \$22.80 Sanitation Rate was not adequate to fully fund the collection system operation and provide funding for fleet replacement. Therefore, the City again contracted with SCS Engineers to perform a rate study as an update to the 2007 study. The latest SCS Engineers rate study recommends a \$1.26 increase in the Sanitation Rate for operational funding and the establishment of a Sanitation Equipment Surcharge of \$2.17 to fund sanitation fleet replacement. Over a ten year period, the equipment surcharge would fund the replacement of sanitation equipment valued at \$4,996,393. This surcharge would provide for timely sanitation fleet replacement and would help reduce, or at least stabilize, escalating maintenance costs associated with the current fleet of collection equipment.

The recommendation before City Council would set the Sanitation Rate at \$24.06 and implement a \$1.00 per month Sanitation Equipment Surcharge followed by an increase in that surcharge to \$2.00 the following year. Adjustments would be made annually based on changes in the CPI. The funds generated by the equipment surcharge would be placed into a restricted account for the purpose of purchasing sanitation vehicles and equipment.

Lastly, it is important to note that the City frequently utilizes its fleet of yard trash collection trucks and the supporting fleet of transfer station tractor/trailers in response to major and minor natural disasters. This equipment is used to provide timely response to these situations which are generally not related to normal sanitation collection activity but are extraordinary in nature. Such is the case of the recent floods and tornado cleanups. Since this equipment is used for the betterment of the entire community, perhaps there is a way to fully fund the purchase of the Yard Trash and Transfer Station equipment through Local Option Sales Tax (LOST) funds. The ten year projected cost of replacing the Yard Trash trucks is \$1,175,705 and the Transfer Station equipment is \$770,371, or a total of \$1,946,076 combined. These fleet replacements represent

approximately \$0.85 of the \$2.17 needed to fully fund the equipment replacement. Fully funding the Yard Trash and Transfer Station fleet through LOST funds would allow the Sanitation Equipment Surcharge to be set at \$1.32 per month to fund replacement of the remainder of the Sanitation fleet.

**PRIOR ACTION:**

March 22, 2007 - City Council adopted Ordinance #14-07 adjusting the sanitation rate to \$22.20 based on the rate study.

September 22, 2011 - City council adopted Ordinance #22-11 adjusting the sanitation rate to \$22.80 based on the change in the Consumer Price Index (CPI).

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Approval of the proposed ordinance would set the sanitation rate at \$24.06 per month, a \$1.26 per month increase, and would implement a \$1.00 per month sanitation equipment surcharge effective June 1, 2017, upon adoption on second reading. The increase in the sanitation rate would generate approximately \$289,000 annually in additional operating revenue and the sanitation equipment surcharge would generate approximately \$229,500 annually for capital equipment expenditures. Additionally, approval of the proposed ordinance would increase the sanitation equipment surcharge by an additional \$1.00 per month on October 1, 2018 which would increase the annual revenue generated by the sanitation equipment surcharge to approximately \$459,000 annually.

**CITY ATTORNEY REVIEW:** Yes

3/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Jerry Moore, Sanitation Services and Fleet Management Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 11-17
- 2) Sanitation Rate Study Report

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 11-17

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

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES; PROVIDING FOR SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-3-97 of the Code of the City of Pensacola, Florida, is hereby amended to read:

Sec. 4-3-97. Fees and surcharges.

The following fees are hereby established for recycling, solid waste or refuse collection services by the city as may be amended from time to time by resolution of the city council:

- (1) *New accounts, transferred accounts, and resumption of terminated service:* Twenty dollars (\$20.00).
- (2) *Garbage, recycling and trash collection fee, per month:* ~~Twenty-two~~ Twenty four dollars and ~~eighty six cents (\$22.80)~~ (\$24.06). This fee shall be initially set on June 1, 2017 and shall be automatically adjusted October 1, 2018, and each October 1 thereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.
- (3) Provided, however, the monthly fee for garbage, recycling and trash collection for the dwelling of an eligible household, occupied by a person sixty-five (65) years of age or older, under the low-income home energy assistance program pursuant to F.S. § 409.508, 1993, as administered by the Escambia County Council on Aging or for the dwelling of a family heretofore determined by the housing and community development office of the city to be eligible for assistance under the Section 8 existing housing assistance payments program pursuant to 42 U.S.C., section 1437(f), shall be reduced by one dollar (\$1.00) per month commencing October 1, 1989, and by an additional one dollar (\$1.00) per month commencing October 1, 1990, provided that sufficient monies are appropriated from the general fund to replace decreased solid waste revenues caused by such fee reductions. If insufficient monies are appropriated from the general fund to replace all of such decreased solid waste revenues, then the mayor may change the amount of the fee reduction to an amount less than the amount set forth in the preceding.
- (4) *Sanitation equipment surcharge:* One dollar (\$1.00) per month. A sanitation equipment surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, shall be initially set on June 1, 2017 and shall be automatically increased to two dollars (\$2.00) per month on October 1, 2018. This surcharge shall be automatically adjusted October 1, 2019, and each October 1 thereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.



- ~~(4)~~ (5) *Vehicle fuel and lubricant pass-through surcharge:* One dollar and thirty cents (\$1.30) per month. A sanitation services division vehicle fuel and lubricant surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, which shall be initially set on the fiscal year 2007 sanitation services fuel and lubricant budget, shall be revised by the director of finance no less frequently than annually based upon the budgeted fuel and lubricant costs adjusted for their actual costs for the previous or current fiscal years.
- ~~(5)~~ (6) *Tire removal:* A surcharge of three dollars (\$3.00) per tire shall be added to the scheduled or nonscheduled bulk waste collection fee established herein whenever tire(s) more than twelve (12) inches in size are collected.
- ~~(6)~~ (7) *Scheduled bulk waste collection:* The fee for scheduled bulk item collection shall be fifteen dollars (\$15.00) for the first three (3) minutes and five dollars (\$5.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- ~~(7)~~ (8) *Non-scheduled bulk waste collection:* The fee for nonscheduled bulk item collection shall be thirty-five dollars (\$35.00) for the first three (3) minutes and ten dollars (\$10.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- ~~(8)~~ (9) Deposits in an amount up to a total of the highest two (2) months bills for service within the previous twelve (12) months may be required of customers who, after the passage of this section, have their service cut for nonpayment or have a late payment history. The department of finance will be responsible for the judicious administration of deposits.
- ~~(9)~~ (10) A late charge equal to one and one-half (1½) percent per month of the unpaid previous balance.

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

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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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



## FINAL REPORT

### Updated Sanitation Rate Study

Presented to:

City of Pensacola, Florida



100 West Leonard Street  
Pensacola, Florida 32501  
(850) 435-1894

Presented by:

#### **SCS ENGINEERS**

4041 Park Oaks Blvd #100,  
Tampa, Florida 33610  
(813) 621-0080

March 1, 2017  
File No. 09216077.00

## FINAL REPORT

# Updated Sanitation Rate Study

Presented to:

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## Appendices

- A Pro Forma Model Schedules (DVD in folder)

## 1.0 EXECUTIVE SUMMARY

### 1.1 INTRODUCTION

In May 2016, the City of Pensacola, Florida (City) retained SCS Engineers (SCS) to conduct an updated solid waste cost of services and rate study. Based on data and information provided by City staff, a pro forma rate model (Model) was developed, which enabled SCS to make projections of financial performance of solid waste collection and disposal for the upcoming five-year, planning period (FY 2017-2022) and model different possible rate structures. This report provides a discussion of the methodology used to conduct the analysis, the revenue requirements of the City's solid waste program as determined by the analysis, and proposed fees and charges to be considered by the City of Pensacola City Council.

In 2007, SCS was engaged by the City to evaluate the City's solid waste operations and make recommendations on cost savings and revenue enhancement opportunities. SCS also completed a comprehensive financial rate analysis for solid waste operations. Based on data and information provided by City staff, a rate model was developed, which enabled SCS to make projections of financial performance of refuse collection and transfer operations for the upcoming five-year planning period (2007-2011) and model various user rate structures.

Based on our review and analysis, SCS made the following major recommendations in the 2007 rate study:

- That the City's Sanitation Services continue to remain as an enterprise fund.
- That the City's customer bills reflect an automatic annual CPI adjustment to the rate beginning in FY08.
- That the City should increase fees billed to property owners or occupant for bulk waste collection.
- A surcharge should be added for bulk waste collection of tires.
- That the City's customer billing rates include a provision for a fuel adjustment quarterly, based on the Retail Diesel On-Highway Fuel Price Index published by the U.S. Department of Energy, and provide for a line item to reflect such cost on the customer's monthly bill.
- That the City's customer billing rates should include an annual disposal cost adjustment, based on actual City costs for these services.
- City staff should conduct further research into the feasibility of converting yard trash and bulk waste collection to a single person crew operation.
- That the City should create an Equipment Reserve Fund (sinking fund) for funding of future Sanitation equipment replacement costs.

The City provides a variety of sanitation core services including once a week, automated collection of single-family homes (18,480 customers) and 640 commercial businesses. These accounts are serviced using City-provided rolling carts. In addition, residential customers are provided once a week, single-stream recycling, yard waste and bulk waste collection. Other important services provided include the following: container maintenance, Mayor's neighborhood cleanups, event recycling, and storm cleanup and management.

Current monthly charges (residential and commercial) include the following:

- Container charges - \$18.36
- Disposal charges - \$4.44
- Fuel surcharge - \$0.90

## 1.2 RATE SCENARIOS

SCS developed the following rate scenario options for consideration by the City Council:

- **Option 1, "Status Quo"** – This option assumes that the estimated deficits in projected annual operating revenues would be met by raising customer rates on an annual basis or transfers from the City's General Fund.
- **Option 2, "Annual CPI Increases in Monthly Sanitation Rate"** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees. The Department would continue to assess individual monthly charges for fuel and landfill services.
- **Option 3, "Increase Sanitation Rate by \$1.26 to Account for Increases in Annual Operating Costs and for Changes in the Cost of Recycling Processing"** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees as in Option 2 and accounts for the continuation of recycling processing fees which began in 2016.
- **Option 4, "Implement a Long-Term Funding Program for Fleet Replacement"** – This option assumes establishing a Sanitation Equipment Surcharge of \$2.17 per month to establish a Sanitation Equipment Fund under the Sanitation Fund. In order to achieve full funding of equipment needs, this surcharge could initially set at \$1.00 per month and increased by \$1.17 per month for the following year. Alternatively, the City could use its LOST Fund for a portion of the needed vehicle replacement cost for yard and transfer station vehicles and set the surcharge at \$1.32 per month.

## 1.3 RECOMMENDATIONS

SCS makes the following recommendations:

- Establish a rate of \$24.06 per month for residential and commercial customers.

- Increase these rates annually based on a CPI adjustment.
- Implement a long-term funding program, as described in the report, for fleet replacement.

## 2.0 INTRODUCTION

In May 2016, the City of Pensacola, Florida (City) retained SCS Engineers (SCS) to conduct an updated solid waste cost of services and rate study. Based on data and information provided by City staff, a pro forma rate model (Model) was developed, which enabled SCS to make projections of financial performance of solid waste collection and disposal for the upcoming five-year, planning period (FY 2017-2022) and model different possible rate structures. This report provides a discussion of the methodology used to conduct the analysis, the revenue requirements of the City's solid waste program as determined by the analysis, and proposed fees and charges to be considered by the City of Pensacola City Council.

### 2.1 SCOPE OF SERVICES

SCS completed the following tasks as noted in the paragraphs below to help update the study and the Pro Forma Model.

**Task 1 – Kick-off Meeting.** SCS kicked off the project with a face-to-face meeting after award of this project. To help us frame the scope of this project, SCS requested background information and review reports, data, and any other related information relevant to solid waste operations since 2007 prior to the meeting.

**Task 2 – Gather and Analyze Historical Information.** An important aspect of predicting future revenues and expenditures is to understand the past operating performance since the last rate study. SCS gathered pertinent demographic data, solid waste generation statistics, and financial data on the City's solid waste collection, disposal, recycling, yard waste, bulky waste, household hazardous waste, and administration costs. These data were organized into a Pro Forma Model, which enabled SCS to provide the City with an analysis of the rate impacts of system changes.

**Task 3 – Project Revenue Requirements.** SCS evaluated the "revenue requirement" to support the City's solid waste operations on a yearly basis. The "revenue requirement" is the total amount of money the City must collect to pay solid waste system expenditures needed to provide its targeted levels of service while meeting its financial requirements. The revenue requirement includes long-term capital expenditures that are paid out of current rates and not paid by existing and proposed bonds for new capital projects. The revenue requirement at the time of ratemaking were be estimated by annualizing the fiscal year-to-date cash expenditures. Additionally, adjustments were made by SCS for any significant non-recurring expenditures (e.g., one-time payments at the end of the fiscal year). Revenue requirements for future years were projected by applying anticipated changes in the expenditures to the current revenue requirement. These changes may include such items as: inflation, increases in worker' wages, fuel adjustments, increased disposal costs, stricter requirements from regulating agencies, and leachate treatment adjustments. They may also include expected costs for new projects and new programs. We reviewed proposed expansion costs for accuracy and omissions. In addition to projected cash expenditures, any adjustments will be made to account for required increases, if any, in the fund balance or City's financial policies.



**Task 4 – Design New Rates for Each Customer Group.** SCS finalized the revised Pro Forma Model to enable development of rate designs. SCS worked with the City to utilize the Pro Forma Model, which will be constructed specifically for this project, to construct a series of sensitivity analyses (scenarios) to evaluate the rate impact of various critical parameters such as changes to the consumer price index (CPI), fuel costs, capital purchase, cash versus debt financing, fund balance and emergency cash reserves, and alternative levels of services.

**Task 5 – Final Report and Presentations Draft Review.** SCS prepared this Draft Report of the conceptual design of the system rate study and issued it to the City for review and comment. Based on comments received, we then modified the Draft Rate Study Report and issued a Final Report. SCS then prepared a PowerPoint slide presentation, which summarized the findings and recommendations of the Final Report.

## 2.2 DATA COLLECTION AND REVIEW

SCS submitted detailed data and information requests to the City to collect historical and background information on operations and practices. This included:

- Detailed financial reports and budgets
- Solid waste and financial policies
- Waste flow projections
- Estimates of future recycling and disposal programs/facilities
- Personnel rosters and organizational charts
- Capital improvement plans
- Vehicle maintenance plans and anticipated costs
- Solid waste and Interlocal agreements

## 2.3 STAFF COMMUNICATIONS

SCS held an initial kick off meeting to initiate the Study, which provided a forum to confirm the scope of services, discuss data needs, and identify key issues for City staff. During the course of the Study, SCS conducted a series of conference calls and face-to-face meetings with City staff managing different facets of the overall Program. These conference calls, meetings, and frequent emails gave SCS an opportunity to review Study progress, verify overall assumptions, and receive useful input from City staff.

## 2.4 REPORT ORGANIZATION

This report is organized in four sections, plus an Executive Summary and Appendix.

The report sections are listed below:

- Section 1 – Executive Summary.
- Section 2 – Introduction.
- Section 3 – Changes to the City’s Sanitation System.
- Section 4 – Pro Forma Model.

- Section 5 – References
- Appendix – Schedules.

## 3.0 CHANGES TO THE CITY'S SANITATION SYSTEM

### 3.1 2007 RATE STUDY

In 2007, SCS was engaged by the City to evaluate the City's solid waste operations and make recommendations on cost savings and revenue enhancement opportunities. SCS also completed a comprehensive financial rate analysis for solid waste operations. Based on data and information provided by City staff, a rate model was developed, which enabled SCS to make projections of financial performance of refuse collection and transfer operations for the upcoming five-year planning period (2007-2011) and model various user rate structures.

Based on our review and analysis, SCS made the following major recommendations:

- That the City's Sanitation Services continue to remain as an enterprise fund.
- That the City's customer bills reflect an automatic annual CPI adjustment to the rate beginning in FY08.
- That the City should increase fees billed to property owners or occupant for bulk waste collection.
- A surcharge should be added for bulk waste collection of tires.
- That the City's customer billing rates include a provision for a fuel adjustment quarterly, based on the Retail Diesel On-Highway Fuel Price Index published by the U.S. Department of Energy, and provide for a line item to reflect such cost on the customer's monthly bill.
- That the City's customer billing rates should include an annual disposal cost adjustment, based on actual City costs for these services.
- City staff should conduct further research into the feasibility of converting yard trash and bulk waste collection to a single person crew operation.
- That the City should create an Equipment Reserve Fund (sinking fund) for funding of future Sanitation equipment replacement costs.

### 3.2 CURRENT SERVICES

The City provides a variety of sanitation core services (Exhibit 1) including once a week, automated collection of single-family homes (18,480 customers) and 640 commercial businesses. These accounts are serviced using City-provided rolling carts. In addition, residential customers are provided once a week, single-stream recycling, yard waste and bulk waste collection. Other important services provided include the following: container maintenance, Mayor's neighborhood cleanups, event recycling sponsorship, and storm cleanup and management.

## Exhibit 1. Core Services Provided By Sanitation Services

### Core services provided



Garbage Collection



Recycling Collection



Yard Trash Collection



Transfer Station

### Other services provided



Container Maintenance



Mayor's Neighborhood Cleanups



Event Recycling



Storm Cleanup & Management



Exhibit 2 graphically illustrates current sanitation staffing by program area. Current monthly charges (residential and commercial) include the following:

- Container charges - \$18.36
- Disposal charges - \$4.44
- Fuel surcharge - \$0.90

## Exhibit 2. Current Sanitation Staffing



### 3.3 COST SAVINGS AND EFFICIENCIES

In helping ensure regulatory compliance and value to the City's ratepayers, the Division has implemented a number of cost saving programs recommended as part of the 2007 Rate Study. These are briefly discussed in the paragraphs that follow below.

- Reduced personnel costs by implementing MSW collection to once a week.
- Signed Interlocal Agreement with Escambia County - This agreement requires the City to provide 10 neighborhood cleanups in return for free disposal for yard trash. This equates to an annual savings to the City of \$350,000 per year.
- Compressed Natural Gas (CNG) Collection Vehicles – The City has been purchasing CNG vehicles for its collection fleet to take advantage of the fuel savings associated with natural gas. These vehicles are also expected to reduce the City's greenhouse gas emissions and carbon footprint.
- Recycling Savings and Rate Increases – The City transports city-collected recyclables to Tarpon Paper at a reduced tipping fee (when compared to the Perdido Landfill). When the City's recycled yard trash volume is considered, the city's recycling rate is approximately 46 percent.

The Emerald Utility Authority (ECUA) recently constructed and began operating a materials recovery facility (MRF) located at the County's Perdido Landfill. It was anticipated that this facility would enable more cost-effective recycling processing alternatives for residents of Escambia and neighboring communities. However, city staff was unable to reach an equitable agreement with ECUA on the contract and the City continues to use Tarpon Paper for recycling processing.

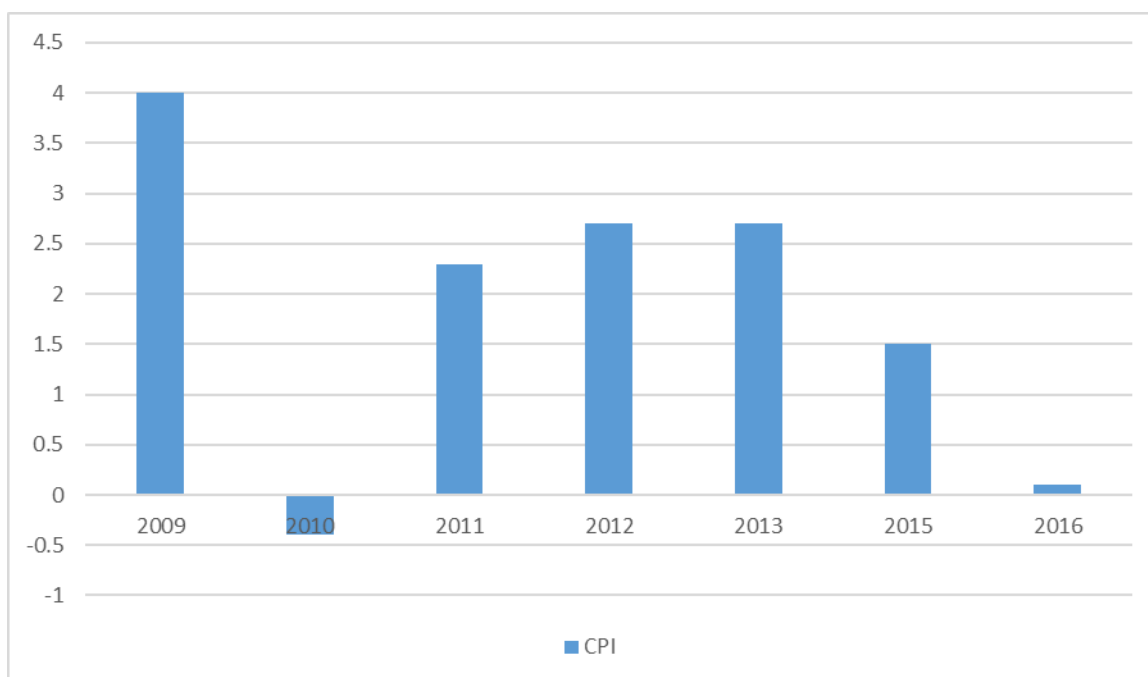
### 3.4 CUSTOMER SATISFACTION SURVEY

In January 2016, the Haas Center for Business Research and Economic Development (Haas Center) was commissioned by the City to conduct a customer satisfaction survey with a variety of City-provided services. The report provided by the Haas Center provides details about residents' attitudes and opinions regarding their satisfaction with City services, as well as their perception of other elements of life within City limits. Overall, 84 percent of residents were either satisfied (41 percent) or very satisfied (43 percent) with their recycling, garbage, and yard waste services. Moreover, six of the seven City districts had less than 10 percent of their residents reply that they were either dissatisfied or very dissatisfied with Sanitation Services.

### 3.5 ANNUAL RATE ADJUSTMENTS

The rate ordinance, which was established as part of the SCS rate study in 2007, provides for the monthly garbage collection fee to be automatically adjusted, based upon the percentage difference in the most recent annual Consumer Price Index (CPI). Exhibit 1 shows CPI increases from 2009 to 2016. Since the effective date of the ordinance (October 1, 2008), however, the City Council has only raised sanitation rates only once (Fiscal Year 2012).

**Exhibit 3. CPI Rates (%) 2009 - 2016**



The rate ordinance established in 2007 also established a vehicle fuel and lubricant pass-through surcharge, which is added as a separate line item to monthly bills issued to sanitation customers. The surcharge is reviewed monthly and has been increased and decreased as necessary. Currently, the surcharge is set at \$0.90 and is reflective of the current price of fuel used in the city's Sanitation Services operation.

## 4.0 PRO FORMA MODEL

### 4.1 DATA COLLECTION

At the beginning of SCS's engagement, City staff provided background data and information concerning residential collection revenues and operating expenses. This included the following critical information:

- Staffing and organizational charts.
- Wages and benefit rates.
- Rate schedules.
- Loans.
- Fund account summaries (totals and comparisons).
- Past and current operating budgets by cost centers.
- Equipment replacement and maintenance schedules.
- Waste and recyclables deliveries to Escambia County and Tarpon Paper.
- Fleet replacement plan.
- Ordinances.
- Administrative costs.

### 4.2 RATE MODEL

At the outset of the work effort, SCS developed an updated Microsoft Excel™ spreadsheet-based, pro-forma model (Model) to assist in the completion of the rate analysis. This model includes the following facets:

- An analysis of operational expenditures (personnel, contract and purchased services, materials and supplies, transfers).
- Analysis of capital outlays (equipment replacement and capital projects).
- Revenue sufficiency analysis (annual revenue projections and rate plan to provide sufficient revenues).
- Funds analysis (reserve requirements, transfers to general fund, administrative costs, beginning and ending fund balances). Based on data and information provided by the City, these individual spreadsheets were linked to develop an overall model to conduct the rate and assessment analysis.

### 4.3 METHODOLOGY OVERVIEW

The following methodology was utilized by SCS to conduct the cost of service analysis:



- **Collect Historical Actual Expenses and Revenues for the City System** – The first task was to gather available historical actual revenue and cost data from 2008 and include these into a financial database.
- **Develop of the “Test Year”** - The second task was the development of an annual revenue requirement for a “Test Year”. The revenue requirement represents the total revenue for the System to recover during a year to fund all sanitation costs. SCS worked with City staff to select a period that reflected a typical year for the System. Actual expenses for FY 15/16 were used as the basis of the Test Year for the Study. SCS then worked with City staff to make these costs more representative of anticipated conditions during the upcoming five-year financial planning horizon. The resulting Test Year was used as the basis for forecasting expenses for the five-year forecast (FY 16/17 to FY 21/22).
- **Develop of a Revenue Requirement Projection** – After developing the revenue requirement for the Test Year, SCS worked with City staff to project changes in anticipated costs due to inflation, labor increases, facility and vehicle maintenance, planning costs, etc. This resulted in a five-year revenue requirement forecast for the entire system including collection, recycling, and disposal of solid waste.
- **Revenue Offsets** – SCS worked with City staff to develop estimates of other revenues such as bulk item collection charges, business refuse container charges, new accounts/transfer fees, fuel surcharge, County landfill fees, interest income, rebates, sale of assets, and miscellaneous.
- **Determination of the Number of Customer Units** – SCS worked with City staff to develop reasonable estimates of future number of customers over the next five-year period (assumed to be 18,460 residential and 640 commercial customers).
- **Calculation of the Monthly Customer Service Fee** – SCS then distributed the revenue needs across the proper billing units to estimate the cost of service.

#### 4.4 DEVELOPMENT OF THE REVENUE REQUIREMENT PROJECTION

In addition to developing the Test Year revenue requirements, SCS forecasted the annual revenue requirement for FY 16/17 to FY 21/22. In order to develop the forecast, SCS projected how costs would change over the forecast period due to factors such as inflation, solid waste and customer growth. The assumptions used to develop the forecast include the following annual increases:

- CPI - 2.1 percent (12-year average 2004-2015, U.S. Department of Labor).
- Solid waste and recyclables growth – 0 percent.
- Customer growth – 0 percent.

The Department manages the following cost centers to support solid waste operations:

- Residential Garbage Collection – Cost Center 0507010.
- Recycling Collection – Cost Center 0507015.
- Transfer Station – Cost Center 0507030.
- Yard Waste Collection – Cost Center 0507050.

Exhibit 4 identifies the revenue needs for the Department for FY 16/17 to FY 21/22, if monthly charges are not increased. As shown, the Sanitation Fund is projected to have a small deficit in FY 2017, but increases substantially over the next five years to account for increases in operating expenses for the four cost centers over this time period.

#### 4.5 FLEET REPLACEMENT PLAN

The Department has developed a 10-year Fleet Replacement Plan (Plan) to replace equipment and vehicles (Exhibit 5). The fleet has seen a substantial rise in repair and maintenance expenses as these vehicles have aged. Typically, most “best-in-class” sanitation collection systems are on a six to eight-year replacement cycle for automated side-loaders. The Department’s current vehicles are well beyond that preferred replacement cycle with many being replaced in 2008. Similarly, the Department’s yard waste collection and ancillary vehicles are also well beyond the preferred replacement cycle for these equipment. The Plan is designed to establish a reasonable vehicle and equipment replacement cycle over the next decade and enable the Department to reduce maintenance expenses. As shown, the Plan projects a funding need for the Department’s fleet of \$6.5 million over this planning period.

Many municipal sanitation departments have developed long-term fleet funding programs in lieu of annually cash expensing these vehicle purchases. These funding plans vary from a long-term, direct surcharge on their customers to transfers from the General Fund or use of local option sales tax programs (LOST). The later funding option is oftentimes chosen if some of the vehicles are used for community-wide activities. For example, the Department typically utilizes its fleet of yard trash collection trucks and ancillary rolling stock such as transfer station tractor/trailers in response to major and minor natural disasters (e.g. hurricanes, tornados, microbursts, etc.). Their use is somewhat different than traditional yard waste collection and can be viewed as extraordinary in nature and provides an essential betterment of the City as a whole. Consequently, a reasonable argument can be made for funding these vehicles solely or partially from the City’s LOST Program.

Exhibit 5 provides detailed analysis of two alternative, long-term funding options: (1) enacting a \$2.17 per month fleet replacement surcharge for the entire vehicle need; or (2) utilizing the LOST Program to fund the purchase of yard waste and transfer station vehicles and enacting a \$1.50 per month fleet replacement surcharge for purchase of the garbage collection/recycling/pickup vehicles.

#### 4.6 RATE SCENARIOS

SCS developed the following rate scenario options for consideration by the City Council:

- **Option 1, “Status Quo”** – This option assumes that the estimated deficits in projected annual operating revenues would be met by raising customer rates on an annual basis or transfers from the City’s General Fund.
- **Option 2, “Annual CPI Increases in Monthly Sanitation Rate”** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees. The Department would continue to assess individual monthly charges for fuel and landfill services.
- **Option 3, “Increase Sanitation Rate by \$1.26 to Account for Increases in Annual Operating Costs and for Changes in the Cost of Recycling Processing”** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees as in Option 2 and accounts for the continuation of recycling processing fees which began in 2016.
- **Option 4, “Implement a Long-Term Funding Program for Fleet Replacement”** – This option assumes establishing a Sanitation Equipment Surcharge of \$2.17 per month to establish a Sanitation Equipment Fund under the Sanitation Fund. In order to achieve full funding of equipment needs, this surcharge could initially set at \$1.00 per month and increased by \$1.17 per month for the following year. Alternatively, the City could use its LOST Fund for a portion of the needed vehicle replacement cost for yard and transfer station vehicles and set the surcharge at \$1.32 per month.

## 4.7 RECOMMENDATIONS

SCS makes the following recommendations:

- Establish a rate of \$24.06 per month in FY 15/16 for residential and commercial customers.
- Increase these rates annually based on a CPI adjustment.
- Implement a long-term funding program, as described in the report, for fleet replacement.

### Exhibit 4. Department Projected Revenue Needs, Status Quo

Financial Metrics	ACTUAL			PROJECTED					
	2014	2015	2016	2017	2018	2019	2020	2021	2022
Operating Revenues	5,782,948	5,821,743	5,828,729	5,972,600	6,068,800	6,113,600	6,113,600	6,113,600	6,113,600
Deduct for Fuel and Lubricants that are included				(500,000)	(510,542)	(521,306)	(532,296)	(543,519)	(554,978)
Deduct for non-rate revenues that are included				(225,000)					
Deduct for Equipment Surcharge				0					
Deduct for \$.35 projected rate increase that is included				0					
Total Rate Revenues to be considered as part of the Monthly Rate				5,247,600					
Operating Expenses By Cost Center									
Collection	2,764,433	3,020,364	3,254,299	3,255,450	3,320,888	3,387,948	3,456,360	3,526,155	3,597,362
Recycling	698,960	725,577	893,605	940,900	956,554	892,267	911,079	930,287	949,901
Transfer Station	651,468	365,296	347,695	403,000	411,497	420,172	429,031	438,076	447,312
Yard Trash	1,694,204	1,552,308	1,638,029	1,662,000	1,697,041	1,732,820	1,769,353	1,806,657	1,844,748
Subtotal Operating Expenses	5,809,065	5,663,545	6,133,628	6,261,350	6,385,979	6,433,207	6,565,823	6,701,176	6,839,322
Deduct for Fuel Surcharge				(500,000)					
Deduct for Non-Rate Expenses	5,584,065	5,438,545	5,908,628	(225,000)	6,160,979	6,208,207	6,340,823	6,476,176	6,614,322
Deduct for capital truck purchase				0					
Total of Rate Related Expenses				5,536,350					
Net Revenues of Rate Related Rev vs Expenses (Deficits)	(26,117)	158,198	(304,899)	(288,750)	418,363	426,699	305,073	180,944	54,256

## Exhibit 5. Proposed Department Fleet Replacement Plan

	Fiscal Year										Ten Year Totals
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
Garbage/Recycling Truck Replacement	1	0	1	1	1	1	1	1	1	1	9
Per Truck Cost	\$290,000	\$296,114	\$302,357	\$308,732	\$315,241	\$321,887	\$328,674	\$335,603	\$342,679	\$349,904	
Total Cost	\$290,000	\$0	\$302,357	\$308,732	\$315,241	\$321,887	\$328,674	\$335,603	\$342,679	\$349,904	\$2,895,078
Yard Trash Truck Replacement	0	1	1	1	1	1	1	1	1	1	9
Per Truck Cost	\$0	\$120,000	\$122,530	\$125,113	\$127,751	\$130,445	\$133,195	\$136,003	\$138,870	\$141,798	
Total Cost	\$0	\$120,000	\$122,530	\$125,113.34	\$127,751.15	\$130,444.57	\$133,194.77	\$136,002.96	\$138,870.36	\$141,798.21	\$1,175,705
Transfer Station Truck Replacement	0	0	1	0	0	1	0	0	0	1	3
Per Truck Cost	\$0	\$0	\$150,000	\$153,163	\$159,689	\$170,004	\$184,800	\$205,121	\$232,475	\$269,032	
Transfer Station Trailer Replacement	0	0	0	0	1	0	0	1	0	0	2
Per Trailer Cost	\$0	\$0	\$0	\$0	\$85,000	\$86,792	\$90,490	\$96,335	\$104,720	\$116,235	
Total Cost	\$0	\$0	\$150,000	\$0	\$85,000	\$170,004	\$0	\$96,335	\$0	\$269,032	\$770,371
Pickup Trucks Replacement	0	1	1	0	1	0	1	0	1	0	5
Per Truck Cost	\$0	\$35,000	\$35,738	\$0	\$27,000	\$27,569	\$28,151	\$28,744	\$29,350	\$0	
Total Cost	\$0	\$35,000	\$35,738	\$0	\$27,000	\$0	\$28,151	\$0	\$29,350	\$0	\$155,238
Number of Vehicles Replaced	1	2	4	2	4	3	3	3	3	3	28
<b>FUNDING OPTIONS</b>											
<b>ALL VEHICLES @ \$2.17 SURCHARGE</b>											
Annual Cash Purchase Cost	\$290,000	\$155,000	\$610,625	\$433,845	\$554,992	\$622,336	\$490,019	\$567,942	\$510,899	\$760,734	\$4,996,393
Truck Capital Fund at \$2.17 surcharge	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$4,973,640
Truck Capital Fund Year End Balance	\$207,364	\$549,728	\$436,467	\$499,986	\$442,357	\$317,386	\$324,731	\$254,153	\$240,617	-\$22,753	
<b>COLLECTION VEHICLES @ 1.32 SURCHARGE AND LOST FUNDING FOR YARD AND TRANSFER STATION VEHICLES</b>											
Annual Cash Purchase Cost	\$290,000	\$35,000	\$338,095	\$308,732	\$342,241	\$321,887	\$356,824	\$335,603	\$372,029	\$349,904	\$3,050,316
Truck Capital Fund at \$1.32 surcharge	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$3,025,440
Truck Capital Fund Year End Balance	\$12,544	\$280,088	\$244,537	\$238,349	\$198,652	\$179,308	\$125,028	\$91,969	\$22,484	-\$24,876	

## 5.0 REFERENCES

1. City of Pensacola, *Annual Budgets*, 2008-2016.
2. Haas Center, *Pensacola Community Survey*, 2016.

Appendix A  
Pro Forma Model Schedules



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00222

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - JUNCTION AT WEST HILL

**RECOMMENDATION:**

That City Council conduct a quasi-judicial hearing on April 13, 2017 to consider approval of the final subdivision plat - Junction at West Hill.

**HEARING REQUIRED:** Quasi-Judicial

**SUMMARY:**

The City has received a request from A Door Properties for approval of the final subdivision plat "Junction at West Hill." The proposed subdivision is located in the R-NCB (Residential Neighborhood Commercial) zoning district, and will create 32 lots from the 1.717 acre parcel. The final plat has been reviewed by applicable City Staff and utility providers, and complies with the City's subdivision requirements.

On March 14, 2017, the City's Planning Board unanimously recommended approval of the final plat.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

3/27/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

Sherry H. Morris, AICP, Planning Services Administrator

**ATTACHMENTS:**

- 1) Subdivision Plat Application, Junction at West Hill, dated 2/13/2017
- 2) Final Plat, Junction at West Hill, dated March 2017
- 3) Plat Boundary Survey, Junction at West Hill, dated February 2017
- 4) March 14, 2017 Planning Board Minutes

**PRESENTATION:** Yes



## SUBDIVISION PLAT



### Please Check Application Type:

Minor Subdivision (< 4 lots)

☐ Preliminary & Final Plat Submission

Fee: \$2,000.00

Subdivision (> 4 lots)

☐ Preliminary Plat Submission

Fee: \$1,000.00 + \$25/lot

☒ Final Plat Submission

Fee: \$1,500.00 + \$25/lot

[Resubmittal: 1/2 the initial fee; Rescheduling to Planning Board / City Council: \$250.00]

### Applicant Information

Name: Junction at West Hill, LLC

Address: 17 E Main St, Suite 200  
Pensacola, FL 32502

Phone: 850.375.9244

Fax: \_\_\_\_\_

Email: Kacee.bidnick@adcoproperties.com

### Owner Information (if different from applicant)

Name: Justin Witkin

Address: 17 E Main St, Suite 200  
Pensacola, FL, 32502

Phone: 850.375.9244

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### Property Information

Location/Address: A portion of lots 1, 2 & 3, Block 3, Belmont track section 28541

Subdivision Name: Junction at West Hill

# of Parcels to be Subdivided: 6

Parcel ID #(s): 00-05-009 91010 - 080 - 003, 00-05-00-91010-130-003  
00-65-00-91010-120-003, 00-05-00-91010-100-03

# of Existing Lots: 6

# of Proposed Lots: 32

Total Acreage: 1.717

Legal Description: Please attach a full legal description from deed or survey

Type of Subdivision: ☒ Residential\* ☐ Non-Residential

[\*If residential, see reverse for open space requirement]

Will a Variance from the Subdivision Regulations be requested for the project (Sec. 12-8-7)? ☐ YES ☒ NO

If yes, specify exact variance requested: \_\_\_\_\_

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this plat and that no refund of these fees will be made. Also, I understand that any resubmissions based on non-compliance with City subdivision and/or development requirements will result in one-half (1/2) the initial application fee. I have reviewed a copy of the applicable zoning and subdivision requirements and understand that I must be present on the date of the Planning Board meeting.

Kacee Bidnick

Signature of Applicant

(Owner of Property or Official Representative of Owner)

8/13/07

Date

### FOR OFFICE USE ONLY

Zone: \_\_\_\_\_ District: \_\_\_\_\_

Date Received: \_\_\_\_\_ Case Number: \_\_\_\_\_

Application Fee: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Open Space Requirement (acres or \$): \_\_\_\_\_ Receipt #: \_\_\_\_\_

Planning Board Date: \_\_\_\_\_ Recommendation: \_\_\_\_\_

Council Date: \_\_\_\_\_ Action: \_\_\_\_\_

Recording Date: \_\_\_\_\_ Map Bk/Pg: \_\_\_\_\_

**\*Sec. 12-8-6. SITES FOR PUBLIC USE.**

**(B) Sites for park and recreation or open space.** Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:

**(1) Dedication of land for park, recreation or open space needs.** The subdivider(s) or owner(s) shall dedicate to the city for park and recreation or open space purposes

at least five (5) percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter (1/4) acre.

**(2) Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land.** The subdivider(s) or owner(s) shall pay unto the city such sum of money equal in value to five (5) percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by the city manager and the subdivider. If the city manager and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The city manager shall appoint a professional land appraiser, the subdivider shall appoint a professional land appraiser, and these two (2) shall appoint a third.

**\*Open Space Requirement (only applicable to residential subdivision)**

Sec. 12-8-6 requires (a) the dedication of 5% of the gross area for open space purposes, or (b) a fee in lieu of land dedication. Please calculate and check preferred method of meeting requirement:

(a) Total Land Area: 1.717 acres  
5% for land dedication\*: .08585 acres  
[\*may not equal less than 1/4 acre]

(b) Value of land (Esc. Co. Tax Assessor) \$ 141,662  
Fee in lieu of land dedication (5% of value) \$ 7,083.14  
[Payable to the City of Pensacola; Due after plat approval, prior to receiving signatures]

**Sec. 12-8-3. Procedure for subdivision approval.**

**(A) Procedure for subdivision requiring a plat.**

**(1) Approval of preliminary plat by the planning board.**

(a) Any person desiring to divide land into three (3) or more lots shall first file with the planning board a preliminary plat of the subdivision prepared in accordance with the requirements of section 12-8-8.

(b) Accompanying the preliminary plat shall be a general location sketch map showing the relationship of the proposed subdivision to existing community facilities which serve or influence it. On such sketch map, the main traffic arteries, shopping centers, schools, parks, and playgrounds, principal places of employment and other principal features should be noted.

(c) Where the preliminary plat submitted covers only a part of the total contiguous property under the subdivider's ownership, a sketch of the prospective future street system of the unsubdivided part shall be required if not shown on a previously approved conceptual plan or plans for the entire property. The street system of the unplatted portion shall be planned to coordinate and connect with the street system of the platted portion.

(d) A master drainage plan at a scale not smaller than one inch equals two hundred (200) feet, shall be prepared. The master drainage plan shall be for the entire property and shall be reviewed by the city engineer in relation to the entire drainage basin. It is the specific intent of this requirement that rights-of-way and easements of all drainage improvements including but not limited to, retention ponds, ditches, culverts, channels, and the like required for the drainage of the site for both on-site and off-site improvements, shall be provided for the master drainage plan. Instruments shall be submitted fully executed in sufficient form for recording for all off-site drainage rights-of-way and easements not included on the final plat. These instruments shall be submitted with the final plat for recordation.

(e) Eleven (11) copies of the preliminary plat shall be submitted to The Community Development Department at least thirty (30) calendar days prior to the meeting at which it is to be considered.

(f) Prior to the examination of the preliminary plat, the planning board shall be furnished with reports from the city engineer, traffic engineer, energy services, Escambia County Utilities Authority, fire department, and the secretary to the planning board to the effect that said plat does or does not conform to the comprehensive plan, the provisions of this chapter, and with sound principles and practices of planning and engineering and with such other items that may affect the health, safety and welfare of the people.

(g) When, after examination, the planning board finds as fact that the aforementioned requirements have been met, the preliminary plat may be approved; however, such approval shall not constitute an approval of the final plat. If the preliminary plat is rejected, the planning board shall provide the applicant in writing a detailed list of reasons for rejection.

**(2) Approval of final plat by the planning board and city council.**

(a) The final plat shall conform substantially to the preliminary plat. The applicant shall submit only that portion of the approved preliminary plat which he proposes to record and develop. Such portion shall conform to all requirements of this chapter. Such final plat shall be submitted within one year (three hundred sixty-five (365) days) of the date of the approval of the preliminary plat. If more than one year has elapsed since the approval of the preliminary plat, the preliminary plat must be resubmitted to the planning board for their review and approval prior to submission of the final plat.

# JUNCTION AT WEST HILL

A RESUBDIVISION OF A PORTION OF LOTS 1,2, & 3, BLOCK 3, MAXENT TRACT  
AND A PORTION OF LOTS 15, 16, & 17, BLOCK 3, WEST KING TRACT, BELMONT NUMBERING  
SECTION 28 & 42, TOWNSHIP 2 SOUTH, RANGE 30 WEST  
CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA

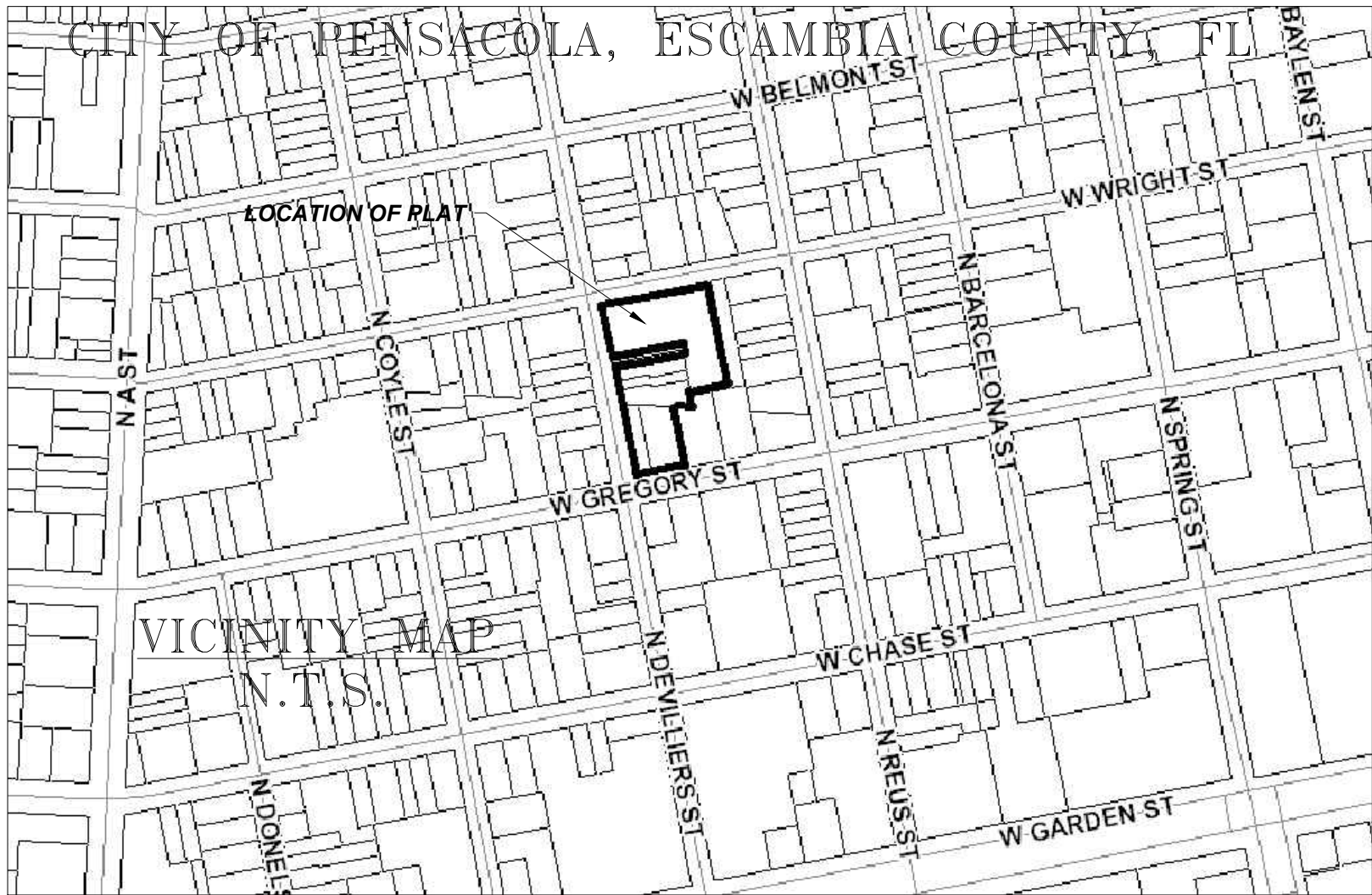
MARCH 2017

PROFESSIONAL LAND SURVEYOR

ROB L. WORKING, PLS #5878  
1801 CREIGHTON ROAD  
PENSACOLA, FLORIDA 32504  
(850) 857-4400

## DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 3, BELMONT TRACT, CITY OF PENSACOLA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE S80°22'54"W ALONG THE NORTH LINE OF SAID BLOCK 154.98 FEET TO THE NORTHEAST CORNER OF LOT 17 OF SAID BLOCK, AND THE POINT OF BEGINNING; THENCE S9°41'32"E ALONG THE EAST LINE OF SAID LOT 234.19 FEET; THENCE S80°19'01"W FOR 43.94 FEET; THENCE N9°44'15"W FOR 5.60 FEET; THENCE S80°15'45"W FOR 49.80 FEET; THENCE S9°44'15"E FOR 27.00 FEET; THENCE N86°43'25"W FOR 31.00 FEET; THENCE S9°44'15"E FOR 135.84 FEET; THENCE S80°27'17"W ALONG WEST GREGORY STREET (58' R/W) FOR 121.18 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF WEST GREGORY STREET AND THE EAST RIGHT OF WAY OF NORTH DE VILLIERS STREET (50' R/W); THENCE N9°39'00"W ALONG THE SAID EAST RIGHT OF WAY 251.15 FEET; THENCE N80°40'33"E FOR 157.01 FEET; THENCE N9°42'07"W FOR 6.64 FEET; THENCE S80°16'29"W FOR 157.00 FEET TO SAID EAST RIGHT OF WAY; THENCE N9°39'00"W ALONG SAID RIGHT OF WAY 127.40 FEET TO THE NORTHWEST CORNER OF SAID BLOCK; THENCE N80°17'00"E ALONG THE NORTH LINE OF SAID BLOCK FOR 244.72 FEET TO THE POINT OF BEGINNING.

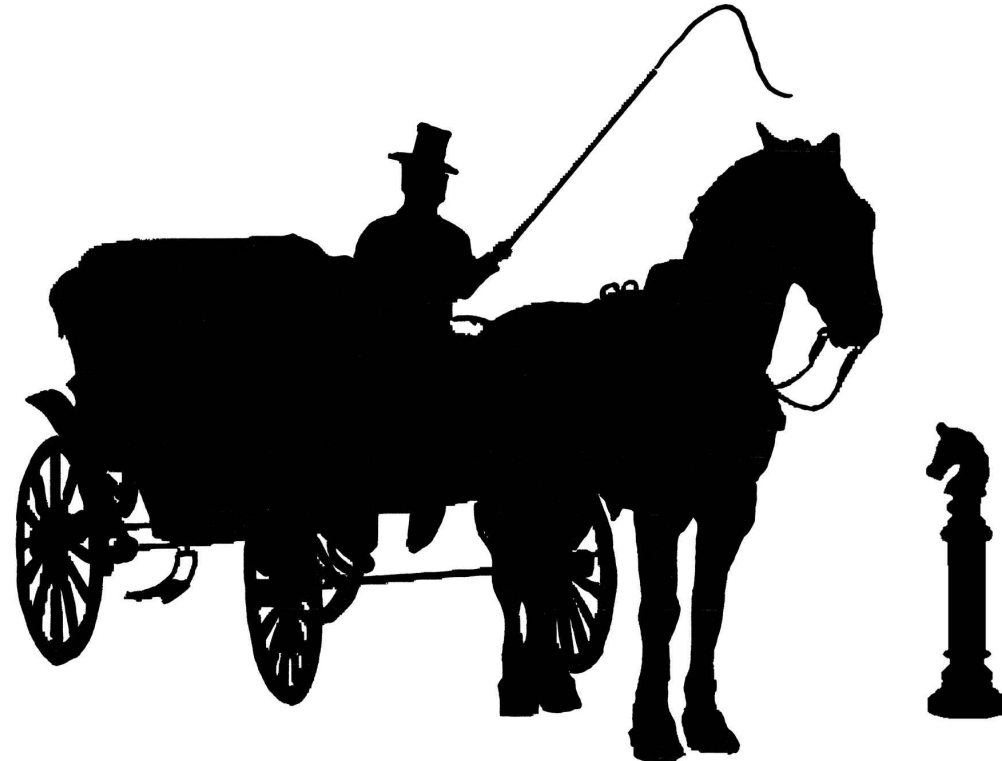


## NOTES:

- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
- ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THE SURVEYOR UTILIZED -PLAT CERTIFICATE REPORT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED FEBRUARY 13, 2017, ORDER NUMBER: 6216564, CUSTOMER REFERENCE: JUNCTION, ADDRESSEE: BEGES & LANE; DEEDS OF RECORD; EXISTING FIELD MONUMENTATION; A COPY OF THE MAP OF PENSACOLA FLA, PUBLISHED BY THOM. C. WATSON & CO., COPYRIGHTED IN 1906 AS RECORDED IN DEED BOOK 126, AT PAGE 400 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
- BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM AND THE SOUTH RIGHT-OF-WAY LINE OF WRIGHT STREET BEARING N 80°17'00" E.
- ONLY ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED, UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
- SECTION LINES ARE APPROXIMATE BASED ON MEASUREMENTS SHOWN ON A COPY OF THE MAP OF PENSACOLA FLA, PUBLISHED BY THOM. C. WATSON & CO., COPYRIGHTED IN 1906 AS RECORDED IN DEED BOOK 126, AT PAGE 400 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X". BASE FLOOD ELEVATION NOT APPLICABLE, AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY RATE MAP OF ESCAMBIA COUNTY, FLORIDA, AND INCORPORATED AREAS, DATED SEPTEMBER 29, 2006, COMMUNITY MAP PANEL NUMBER: 120080 0390 G.
- ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISION OF SECTION 177.091 (28) FLORIDA STATUTES.
- PARCEL A-E ARE TO BE USED AS PARKING SPACES; PARCEL A WILL BE CONVEYED WITH THE PURCHASE OF LOT 6, BLOCK A; PARCEL B WITH BE CONVEYED WITH THE PURCHASE OF LOT 7, BLOCK A; PARCEL C WITH BE CONVEYED WITH THE PURCHASE OF LOT 8, BLOCK A; PARCEL D WITH BE CONVEYED WITH THE PURCHASE OF LOT 9, BLOCK A; PARCEL E WITH BE CONVEYED WITH THE PURCHASE OF LOT 10, BLOCK A.

## CIVIL ENGINEER

DAVID S. LAMAR, P.E.  
3298 SUMMIT BLVD., SUITE 32  
PENSACOLA, FL 32503  
(850) 434-0057



## CERTIFICATE OF COUNTY CLERK:

I, PAM CHILDERS, CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT CHAPTER 177 FLORIDA STATUTES AND THE SAME WAS RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_, 2017 IN PLAT BOOK \_\_\_\_AT PAGE \_\_\_\_ OF THE PUBLIC RECORDS OF SAID COUNTY.

PAM CHILDERS - CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA

## CITY COUNCIL CERTIFICATE:

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON THE \_\_\_\_ DAY OF \_\_\_\_, 2017, AND WAS APPROVED BY SAID COUNCIL.

ERICKA L. BURNETT- CITY CLERK OF THE CITY OF PENSACOLA

## CERTIFICATE OF ATTORNEY:

I, DAVID B. TAYLOR, III, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AN HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND ALL PROVISIONS OF ARTICLE 4 OF THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED. SIGNED THIS \_\_\_\_ DAY OF FEBRUARY, 2017.

DAVID D. TAYLOR, III

## CITY SURVEYOR'S CERTIFICATE:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, FOR THE CITY OF PENSACOLA.

MARK A. NORRIS P.S.M.. FLORIDA REGISTRATION NO. 6211

NOT VALID WITHOUT  
THE SIGNATURE  
AND ORIGINAL  
RAISED SEAL OF A  
FLORIDA LICENSED  
SURVEYOR AND  
MAPPER

## SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177.011- 177.151 FLORIDA STATUTES, AND THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61617-6, FLORIDA ADMINISTRATION CODE, SIGNED ON THE \_\_\_\_ DAY OF \_\_\_\_, 2017.

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

NOT VALID WITHOUT  
THE SIGNATURE  
AND ORIGINAL  
RAISED SEAL OF A  
FLORIDA LICENSED  
SURVEYOR AND  
MAPPER

COVENANT AND RESTRICTIONS RECORDED IN  
O.R. \_\_\_\_ PAGE \_\_\_\_  
PLAT BOOK \_\_\_\_ PAGE \_\_\_\_  
SHEET 1 OF 2

## DEVELOPER/OWNER

JUNCTION AT WEST HILL,LLC  
17 E MAIN STREET SUITE 200  
PENSACOLA, FLORIDA 32502  
(850) 375-9244

## DEDICATION

I, JUSTIN WITKIN, THE MANAGER OF JUNCTION AT WEST HILL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE PROPERTY SHOWN HEREON, HEREBY DEDICATE THIS PLAT OF JUNCTION AT WEST HILL, IN ACCORDANCE WITH FLORIDA STATUTE 177.081(5); AND FURTHER DEDICATE JUNCTION AVENUE, A PRIVATE RIGHT-OF-WAY, PARCELS F AND G (COMMON AREAS AND RETENTION PONDS), AND ALL PRIVATE DRAINAGE EASEMENTS TO THE JUNCTION AT WEST HILL OWNERS ASSOCIATION, INC., FOR USE BY THE MEMBERS OF JUNCTION AT WEST HILL OWNERS ASSOCIATION, INC., AND THEIR GUESTS. MAINTENANCE OF ALL AREAS DEDICATED TO THE JUNCTION AT WEST HILL OWNERS ASSOCIATION, INC., SHALL BE THE RESPONSIBILITY OF SAID ASSOCIATION. THE DEVELOPER HEREBY DEDICATES A PERPETUAL EASEMENT TO THE CITY OF PENSACOLA, FLORIDA FOR INGRESS AND EGRESS BY SANITATION, POSTAL, FIRE, LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICES AND CITY PERSONNEL PROVIDING SERVICES TO THE SUBDIVISION OVER, ACROSS AND THROUGH ALL DRAINAGE EASEMENTS, RIGHTS-OF-WAY AND RETENTION PONDS. THE DEVELOPER FURTHER DEDICATES THE PRIVATE RIGHT-OF-WAY, JUNCTION AVENUE, AND THE ADJACENT UTILITY EASEMENTS TO THE EMERALD COAST UTILITIES AUTHORITY FOR THE PURPOSE OF OPERATING AND MAINTAINING ITS WATER AND SEWER INFRASTRUCTURE.

JUNCTION AT WEST HILL, LLC,  
A FLORIDA LIMITED LIABILITY COMPANY

BY: JUSTIN WITKIN, ITS MANAGER

WITNESS 1 WITNESS 2

PRINT NAME PRINT NAME

## ACKNOWLEDGEMENT OF DEDICATION

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED JUSTIN WITKIN, THE MANAGER OF JUNCTION AT WEST HILL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SHOWN HEREON, PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN THE FOREGOING DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES SET FORTH, GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_, 2017.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES: \_\_\_\_

## LEGEND

(F)	FIELD MEASUREMENT
(P)	PLAT MEASUREMENT
C1-C13	CURVE NUMBER (SEE TABLE)
L1-L2	LINE NUMBER (SEE TABLE)
B.S.L.	BUILDING SETBACK LINE
FND	FOUND BOUNDARY CORNER
N.R.	NOT RADIAL
P.C.	POINT OF CURVATURE
P.C.P.	PERMANENT CONTROL POINT
P.I.	POINT OF INFLATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.T.	POINT OF TANGENCY
P.R.M.	PERMANENT REFERENCE MONUMENT
R/W	RIGHT-OF-WAY
N/T	NON-TANGENT
T.B.M.	TEMPORARY BENCHMARK
TYP	TYPICAL
U/E	UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
#	NUMBER

## INDEX

PAGE 1: DEDICATION AND SIGNATURE PAGE  
PAGE 2: PLAT MAP AND DESCRIPTION



DEVELOPER/OWNER

JUNCTION AT WEST HILL, LLC  
17 E MAIN STREET SUITE 200  
PENSACOLA, FLORIDA 32502

ENGINEER

DAVID S. LAMAR, P.E.  
3298 SUMMIT BLVD., SUITE 32  
PENSACOLA, FL 32503

**JUNCTION AT WEST HILL**  
**A RESUBDIVISION OF A PORTION OF LOTS 1, 2, & 3, BLOCK 3, MAXENT TRACT**  
**AND A PORTION OF LOTS 15, 16, & 17, BLOCK 3, WEST KING TRACT, BELMONT NUMBERING**  
**SECTION 28 & 42, TOWNSHIP 2 SOUTH, RANGE 30 WEST**  
**CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA**

**MARCH 2017**  
PROFESSIONAL LAND SURVEYOR

ROB L. WORKING, PLS #5878  
1801 CREIGHTON ROAD  
PENSACOLA, FLORIDA 32504

NORTHEAST CORNER OF BLOCK 3,  
BELMONT TRACT, CITY OF PENSACOLA,  
MAP OF CITY BY THOMAS C. WATSON IN 1906  
ESCAMBIA COUNTY, FLORIDA

Parcel Line Table

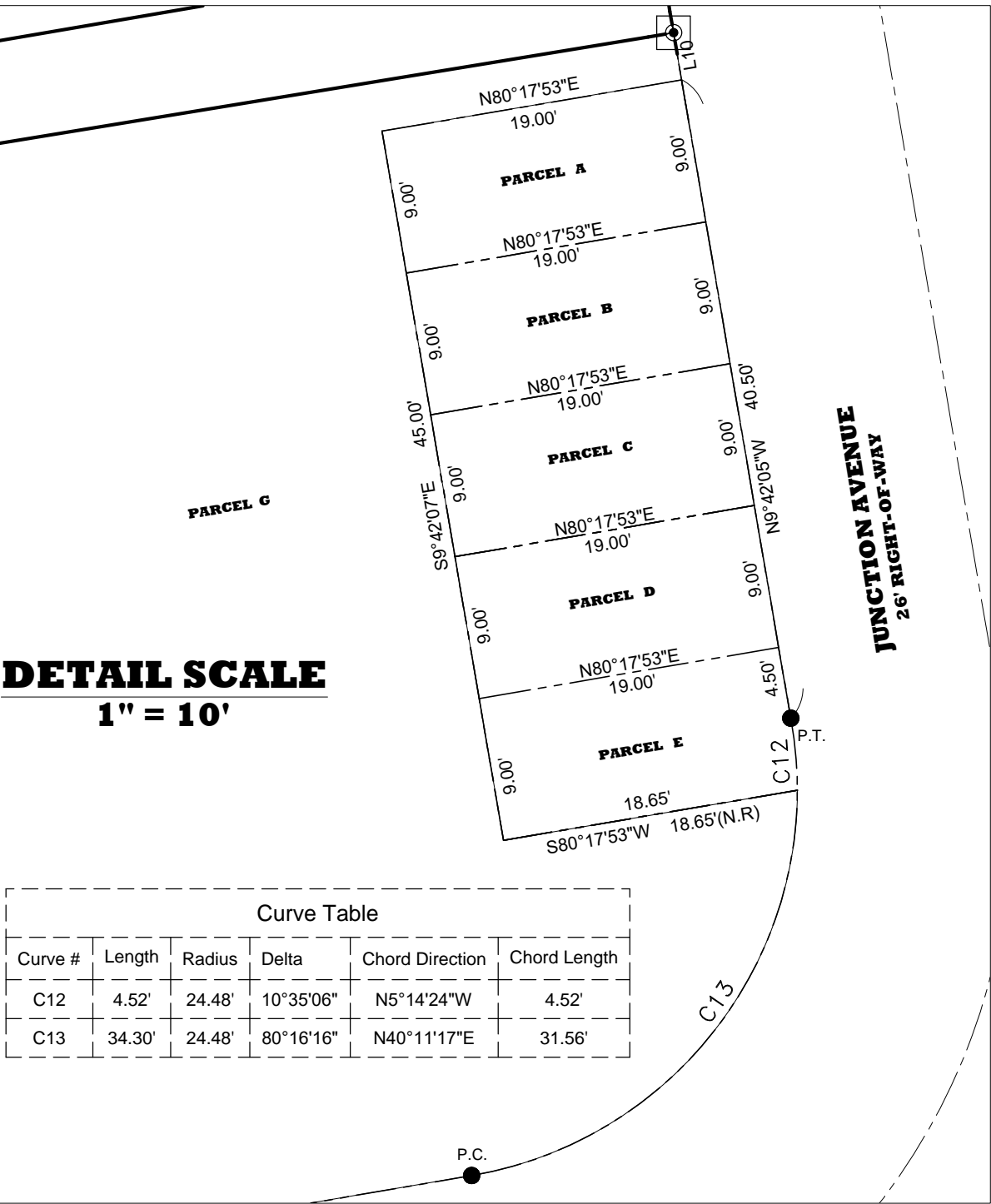
Line #	Length	Direction
L1	10.34	S9°41'32"E
L2	5.85	N16°59'33"W
L3	1.25	N9°42'07"W
L4	7.75	S9°41'18"E
L5	5.60	S9°44'15"E
L6	2.07	S9°44'15"E
L7	10.50	S80°27'17"W
L8	12.44	N9°44'15"W
L9	6.00	S9°44'15"E
L10	5.50	S9°42'07"E
L11	6.64	S9°42'07"E
L12	5.54	S9°39'00"E
L13	9.49	N9°41'32"W

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	23.56'	15.00'	89°58'29"	N35°17'44"E	21.21'
C2	14.17'	55.22'	14°41'52"	N17°18'36"E	14.13'
C3	33.10'	55.22'	34°20'45"	N41°49'54"E	32.61'
C4	20.54'	55.22'	21°18'45"	N69°39'39"E	20.42'
C5	39.29'	25.00'	90°03'16"	N35°17'23"E	35.37'
C6	23.47'	15.00'	89°38'31"	N54°43'27"W	21.15'
C7	23.63'	15.00'	90°14'34"	S35°23'02"W	21.26'
C8	39.25'	25.00'	89°56'44"	S54°42'37"E	35.34'
C9	38.82'	24.48'	90°51'22"	N34°53'44"E	34.88'
C10	23.57'	15.00'	90°01'26"	N54°42'17"W	21.22'
C11	60.54'	39.07'	88°47'24"	S35°50'13"W	54.66'

PROPERTY CORNER LEGEND

- FND 1" IRON PIPE
- FND 1/2" IRON ROD
- FND 1/2" CAPPED IRON ROD #1748
- FND 1/2" CAPPED IRON ROD #5863
- FND PREVIOUSLY SET 1/2" CAPPED IRON ROD #7612
- REPLACE NAIL & DISK #6112 WITH NAIL & DISK #7612 (P.R.M.)
- SET 4" x 4" CONCRETE MONUMENT #7612 (P.R.M.)
- SET 1/2" CAPPED IRON ROD #7612 (P.C.P.)



**BUILDING SETBACK REQUIREMENTS**

**FRONT: 9 FEET / UTILITY EASEMENT**  
**REAR: 10 FEET / PRIVATE DRAINAGE EASEMENT**  
**SIDE (STREET): 5 FEET (APPLIES TO END LOTS ONLY)**

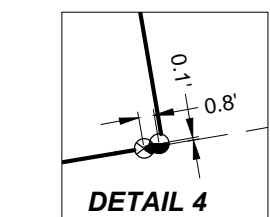
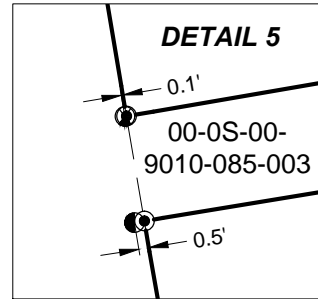
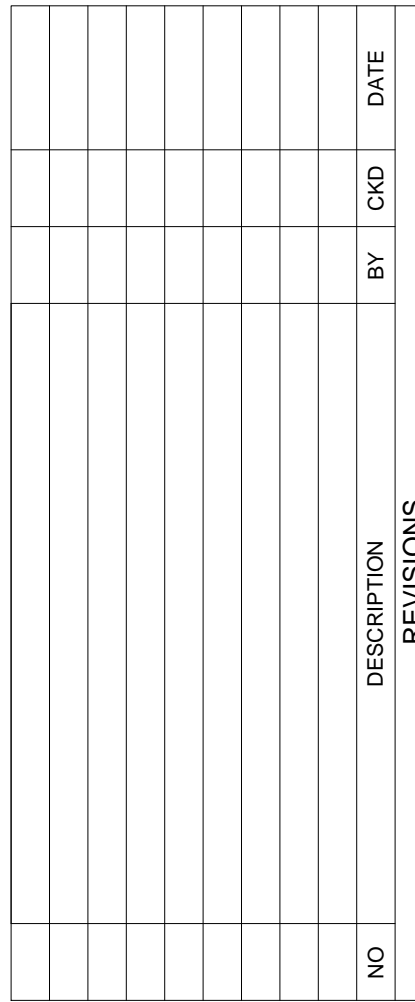
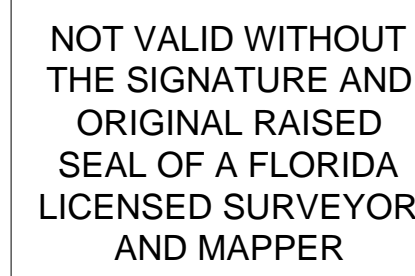
COVENANT AND RESTRICTIONS RECORDED IN

O.R. \_\_\_\_\_ PAGE \_\_\_\_\_

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

SHEET 2 OF 2






ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

WG. NO.  10F1	DWN. BY	LC/AC	CKD. BY	RLW	JOB NO.
	SCALE 1" = 30'		DATE		FEBRUARY 2017

hton Road~Pensacola, Florida  
Office: (850) 857-4400

- ✖ FND "X" CUT
- ⊗ FND 3/8" IRON ROD
- ⊗ FND 1/2" IRON ROD
- ⊗ FND 5/8" IRON ROD
- ⊗ FND 1" IRON ROD
- ⊗ FND 1" IRON PIPE
- ① FND 1" CRIMPED PIPE
- SET 1/2" CAPPED IRON ROD #7612
- FND 1/2" ILLEGIBLE CAPPED IRON ROD
- FND NAIL & DISK #6112
- FND 1/2" CAPPED IRON ROD #6112
- ⊗ FND 1/2" CAPPED IRON ROD #1748
- ⊗ FND 1/2" CAPPED IRON ROD #5863
- ⊗ FND 1/2" CAPPED IRON ROD #3578
- ⊗ FND 1/2" CAPPED IRON ROD #6832

(F)	FIELD MEASUREMENT
(P)	PLAT MEASUREMENT
(D)	DEED MEASUREMENT
FND	FOUND BOUNDARY CORNER
R/W	RIGHT-OF-WAY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
TYP.	TYPICAL
TBM	TEMPORARY BENCHMARK
N.T.S.	NOT TO SCALE
O.R.	OFFICIAL RECORDS
L1-L2	LINE NUMBER (SEE TABLE)
	6' WOOD FENCE
#	NUMBER

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON FEBRUARY 8, 2017.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
5. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM AND THE SOUTH RIGHT-OF-WAY LINE OF WRIGHT STREET BEARING N 80°17'00" E.
6. ENCROACHMENTS ARE AS SHOWN.
7. DEED CALLS IN THE AREA OF THE POB OF PARCELS 1&3 ARE INCONSISTENT AND LIKELY INCORRECT. USING MODERN MEASUREMENTS MADE FROM WELL ESTABLISHED LINES, INCLUDING THE EAST RIGHT-OF-WAY OF DE VILLIERS STREET AND THE EAST LINE OF LOT 17, BLOCK 3, BELMONT, THE BOUNDARY BETWEEN THE COMMUNITY DEVELOPMENT AND RICHARDS PARCELS WAS ACCURATELY REESTABLISHED AND I FIND THE PARCELS TO BE EFFECTIVELY CONTIGUOUS ALONG THEIR ADJOINING BORDER. THE SINGULARITY OF THIS LINE IS SUPPORTED BY HISTORIC CITY "SECTION" MAPS.
8. SURVEY INFORMATION FOR THE "RICHARDS" PARCEL IS BASED ON OWNERS POLICY BY FIDELITY NATIONAL INSURANCE COMPANY OF NEW YORK, POLICY NUMBER 5332-196300, DATED SEPTEMBER 2, 2003 AS PROVIDED BY THE CLIENT. BASED ON DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION, A DEED OVERLAP MAY EXIST.
9. APPARENT PROPERTY CLAIM BY ADJACENT LAND OWNER (OFFICIAL RECORDS BOOK 1810, PAGE 199).
10. THE BOUNDARY SHOWN HEREON REFLECTS THE BOUNDARY OF FINAL PLAT OF THE JUNCTION OF WEST HILL. IT IN NO WAY DISCLAIMS OWNERSHIP OF THE 0.074 ACRE CROSSHATCHED PORTION AS SHOWN HEREON.
11. SECTION LINES ARE APPROXIMATE BASED ON MEASUREMENTS SHOWN ON A COPY OF THE MAP OF PENSACOLA FLA, PUBLISHED BY THOM. C. WATSON & CO., COPYRIGHTED IN 1904 AS RECORDED IN DEED BOOK 126, AT PAGE 400 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.





PLANNING SERVICES

THE UPSIDE of FLORIDA

## MINUTES OF THE PLANNING BOARD

March 14, 2017

**MEMBERS PRESENT:** Paul Ritz-Chairman, Danny Grundhoefer, Jared Moore, Kurt Larson, Kyle Owens

**MEMBERS ABSENT:** Nina Campbell, Nathan Monk

**STAFF PRESENT:** Brandi Deese, Leslie Statler, Bill Weeks, Inspections

**OTHERS PRESENT:** Steven Sebold, Kacee Bidnick, Lloyd Reshard, David S. Lamar, Jason Rebol, Mike Thomas, Meghan Gilroy-Triolo

### AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from February 14, 2017
- Request for Final Plat Approval – Junction at West Hill
- Request for Preliminary Plat Approval – Hallmark Subdivision
- Consider East Hill Neighborhood Association's Request for Overlay District
- Open Forum
- Adjournment

### Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:03 pm with a quorum present. He gave instructions to the audience on the rules and procedures of the Board.

### Approval of Meeting Minutes

Mr. Larson made a motion to approve the February 14, 2017 minutes, seconded by Mr. Moore, and it carried unanimously.

### Request for Final Plat Approval – Junction at West Hill

A Door Properties has submitted a request for Final Plat approval for "Junction at West Hill" subdivision. The proposed townhouse development is located within the western portion of Block 3 Belmont Tract along N. DeVilliers Street, W. Wright Street, and W. Gregory Street. Ms. Deese explained the final plat was routed through the various departments, and the Engineering Department had recanted their original concerns on the dead end road stating it was private and was in the hands of the engineer of record, and they agreed with the plat as submitted.

Ms. Bidnick reminded the Board there was a land dispute with the Mossholders, but they decided to sell the property to applicants. Commercial was deemed not feasible, so they added more residential resulting in a total of 32 units. Chairman Ritz stated the strength of the project was bringing more residents to the area and more life into the city. Mr. Larson asked if stormwater had been addressed, and Mr. Lamar, the engineer for the project, advised with the addition of the added property, the design was modified to have four retention ponds hopefully added as an aesthetic amenity and common area.

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](http://www.cityofpensacola.com)

The ponds would be fenced with decorative type fencing with opportunities for landscaping. He explained the changes to the commercial lots caused the pond areas to shift with three on parcel F and one on parcel G.

Mr. Grundhoefer was concerned with the five northwest lots not having alleyway access which would result in parking along DeVilliers Street. Mr. Lamar pointed out a 5' hiatus running east and west which cannot be acquired. Chairman Ritz offered that to base each decision on an automobile would not be wise since there are those people who don't have cars or multiple cars, and parking on the street is occurring all over Pensacola. Mr. Grundhoefer explained he did not want to see a garage taking over the façade of the entire 23' lot which would not be street friendly. Ms. Bidnick explained they were still trying to acquire the 5' gap, but for now the plan was to have parking in the front. Mr. Lamar stated there was room to add an alley and get the appropriate access easements, but the developer would need to make the decision in handling those lots with an easement versus a dedicated right of way. Ms. Deese explained the plat approval process was different, and the Board could not add conditions if the applicants met the Code requirements.

Mr. Larson indicated this was the first time the Board was reviewing the plat as residential. Mr. Grundhoefer suggested it should follow the same logic and planning as the other 26 lots. Chairman Ritz advised that because the various departments took no exception to the submitted plat, it did meet the requirements of the City of Pensacola, and the Board should make its determination on the plat as it relates to the requirements defined in the LDC. **Mr. Grundhoefer made a motion to deny based on his concerns and comments. The motion died for lack of a second. Mr. Larson made a motion to approve which also died for lack of a second.** Chairman Ritz asked for the opinions of other Board members. Mr. Grundhoefer asked if the applicants changed those 5 lots and had access from the north and made the revisions would it return to the Board. Ms. Deese advised the developer could do that if the Board was supportive of it, but it was not something the Board could require of them in the platting process. Mr. Lamar stated the engineer had advised they could have driveways entering from DeVilliers. Mr. Moore clarified that the Board was reviewing the technical and not the aesthetics. Ms. Deese stated if the applicants met the requirements which had been reviewed by technical departments, the plat had to be approved, and they could not require anything additional from the applicant. She stated if there were outstanding concerns from the utility providers and various City departments, it would be the Board's job to determine if they wanted to approve based on those issues.

Mr. Moore agreed with Mr. Grundhoefer's comments but understood the Board's role in this case. **Mr. Moore made a motion to approve, seconded by Mr. Owens. The motion carried with Chairman Ritz, Mr. Owens and Mr. Moore approving and Mr. Grundhoefer and Mr. Larson dissenting.** Chairman Ritz explained this item would proceed to the City Council for final approval.

#### **Request for Preliminary Plat Approval – Hallmark Subdivision**

349 LLC has submitted a request for Preliminary Plat approval for "Hallmark" subdivision. The proposed development, identified as 115 South E Street, is a 5.09 acre parcel bounded by W. Romana Street on the north, South E Street on the east, W. Government Street on the south, and South F Street on the west. The site is the location of the former Hallmark Elementary School. The proposed Preliminary Plat 76 lots measure 20 feet in width. This development is located within the C-3 zoning district, which has a maximum density of 35 dwelling units per acre. The proposed development complies with this standard. Additionally, the provisions of the district eliminate the building setbacks, allowing for zero-lot lines on all sides. The minimum parking required for townhouse developments is 2 parking spaces per unit; the developer intends to meet this requirement with a garage and driveway space. The developer has opted to pay into the park escrow in lieu of dedicating a park within the project.

Mr. Rebol indicated that the revised preliminary plat addressed comments from the City surveyor. He stated they had a landscape architect working on the common area which would include a fitness center, pools, and walking trails benefiting the residents. They are exploring retention ponds and underground

water retention systems. He explained the lots would be single family attached, fee simple with a dividing wall similar to projects on 30A. Chairman Ritz pointed out downtown development (Bill Thompson building) with garages facing the street. Mr. Grundhoefer stated with garages facing the street, there would be no interacting with people unless there were porches on an upper floor, but the Board's hands were tied since the plat met City Code. Chairman Ritz indicated the Board could present its concerns to the Council. Mr. Rebol stated they would like to save the school building, but it was not feasible, however, they intended to pay homage by recycling the brick and sharing some of the past with the new development. They also added one hydrant for fire coverage and were extending ECUA service to the development.

Chairman Ritz advised the Board would see the final plat. Mr. Larson was concerned about the distance between fire hydrants, and Mr. Rebol advised he would verify that spacing requirements had been met. **Mr. Larson made a motion to approve, seconded by Mr. Owens, and it carried unanimously.**

#### **Consider East Hill Neighborhood Association's Request for Overlay District**

City Council has referred to this Board for its review and recommendation, a request from the East Hill Neighborhood Association for an overlay district. City Council has asked that the Planning Board work with the neighborhood groups to seek input in the establishment of this Overlay District.

Chairman Ritz advised he was not personally in favor of an overlay district for East Hill.

Mike Thomas advised the overlay district was something the neighborhood association wanted for a long time, and he appreciated Mr. Grundhoefer's comments on driveways. He pointed out a citizen acquired two lots and built an RV carport on one of them, destroying all the property values in that area. He emphasized the intent was to protect property values as East Hill grows with infill. He saw this as giving a little more rigor, with plans coming before the Board which would give citizens more control on what occurs next door, preventing RV garages or old-style Habitat Houses.

Mr. Larson asked if there was any specific language or was the Board looking at this for the future. Mr. Thomas understood the process to be Board approval then forming a committee with private citizens and planners who would develop definitions such as amount of overhang, etc. Chairman Ritz advised that City staff helped put together workshops involving citizens which would take place over a course of months, with the final goal being to present to Council. Ms. Deese clarified at this point, staff did not know if the neighborhood desired this overlay and wanted some type of notification to take place during the process. If the neighborhood as a whole wanted this, they would need to present more concrete ideas. Mr. Thomas explained the East Hill Neighborhood Association boundary as roughly Belmont north to the tree tunnel, and Bayou on the east over to about Ninth Avenue. As far as vocabulary and definitions, the neighborhood association had not taken those steps, but it has been a conversation for years. Mr. Larson liked the idea of meeting the character of the neighborhood.

Chairman Ritz pointed out that historically looking at the 1950s, East Hill was far more dense than it is becoming today. However, in the 1980s, it was totally different. He clarified that the Board had been asked by the Council to explore the idea of an overlay; an advertised agenda item would be presented followed by a workshop. **Mr. Larson made a motion to encourage Council to explore the options of having an East Hill Overlay District, seconded by Mr. Grundhoefer.** Mr. Grundhoefer asked if they had discussed the commercial aspect such as the 12<sup>th</sup> Avenue Corridor or Bayview Park or others within this zone. Mr. Thomas stated his understanding was this type of distinction would be made in the workshops, but he stated the motivations were mostly residential in nature. Chairman Ritz advised that any crafted language would proceed through the Legal Department to make sure it was appropriate with the standards of the State of Florida. Ms. Deese informed that the charge to the Board from Council was to seek input. Mr. Grundhoefer pointed out that Ms. Mack had outlined the restrictions she was looking for in the Ninth Avenue Overlay District. The Board reviewed and revised them, and it might be incumbent on the East Hill Association to draft some of wants and needs to present to the Board as a starting point. Chairman Ritz



advised if the item goes forward, it would be a Board agenda item first for the initial announcement and to have public input, and then proceed to a workshop. Mr. Thomas said the neighborhood association could build the documents with the vocabulary and return to the Board for review. Mr. Grundhoefer clarified that in the overlay districts, the Board and the citizens were allowed to subjectively review projects; this allowed the community to rally around some development or be opposed to something which might be allowed in some areas. **The motion then carried with Chairman Ritz dissenting.**

**Open Forum** – Mr. Weeks advised he had seen East Hill go from where no one wanted to live to where everyone wants to live, and pointed out something has been done right over the last 36 years. Chairman Ritz stated property values had definitely increased over the year.

**Adjournment** – With no further business, Chairman Ritz adjourned the meeting at 3:04 pm. Chairman Ritz reminded the Board of the Sunshine Law regarding the East Hill meetings and speaking to each other, however, they were allowed to speak to staff on issues being considered by the Board.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Brandi C. Deese', with a stylized flourish at the end.

Brandi C. Deese  
City Planner  
Secretary to the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00057

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

ANNEXATION OF PROPERTY - CAMPUS HEIGHTS

**RECOMMENDATION:**

That City Council conduct a Public Hearing to consider the annexation of seventy-seven (77) parcels in the Campus Heights area, sixty-one (61) of which are owned by the Pensacola International Airport.

**HEARING REQUIRED:** Public

**SUMMARY:**

Campus Heights was identified in the approved year 2000 Airport Master Plan as a development area for a future business commerce park associated with the Airport. Generally, the Campus Heights area is bounded on the east and south by Airport property, on the north by Langley Avenue, and on the west by Tippen Avenue. It is an area of mixed use, consisting of commercial, light industrial, and residential use.

Currently one-hundred thirteen parcels have been purchased by the Airport, with six remaining to be acquired. As parcels are acquired that are contiguous to but not within the City limits, it becomes necessary to annex those parcels via the statutory process for the annexation of property.

In order to comply with the statutory requirements that would not require a referendum, seventy-seven (77) parcels, sixty-one (61) of which are owned by the Pensacola International Airport, were selected for annexation at this time. While the annexation would include the Airport owned parcels, it would also include sixteen (16) parcels owned by businesses. The City of Pensacola/Pensacola International Airport however is the owner of more than fifty percent (50%) of the parcels in the proposed area. The proposed inclusion of these other parcels would provide for a clearer City/County boundary in the affected area.

F.S. 171.0413 provides that:

Annexation procedures.-Any municipality may annex contiguous, compact, unincorporated territory in the following manner:

(1) An ordinance proposing to annex an area of contiguous, compact, unincorporated territory shall be

adopted by the governing body of the annexing municipality pursuant to the procedure for the adoption of a nonemergency ordinance established by s. 166.041. Prior to the adoption of the ordinance of annexation, the local governing body shall hold at least two advertised public hearings. The first public hearing shall be on a weekday at least 7 days after the day that the first advertisement is published. The second public hearing shall be held on a weekday at least 5 days after the day that the second advertisement is published. Each such ordinance shall propose only one reasonably compact area to be annexed. However, prior to the ordinance of annexation becoming effective, a referendum on annexation shall be held as set out below, and, if approved by the referendum, the ordinance shall become effective 10 days after the referendum or as otherwise provided in the ordinance, but not more than 1 year following the date of the referendum.

(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the governing body does not choose to hold a referendum of the annexing municipality pursuant to subsection (2), then the property owner consents required pursuant to subsection (5) shall be obtained by the parties proposing the annexation prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon becoming a law or as otherwise provided in the ordinance.

Therefore, in accordance with paragraph (6) of F.S. 171.0413, a referendum is not required as there are no registered electors on the parcels in the proposed annexation area. Further, the City of Pensacola/Pensacola International Airport, the owner of more than 50 percent of the land in the proposed annexation area, consents to the annexation.

**PRIOR ACTION:**

November 10, 2011 - City Council approved the annexation of nine (9) parcels in the Campus Heights area owned by the Pensacola International Airport.

December 1, 2011 - City Council adopted Ordinance No. 31-11 - Annexation of Airport Owned Property on second reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive property taxes and stormwater fee revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

3/24/2017

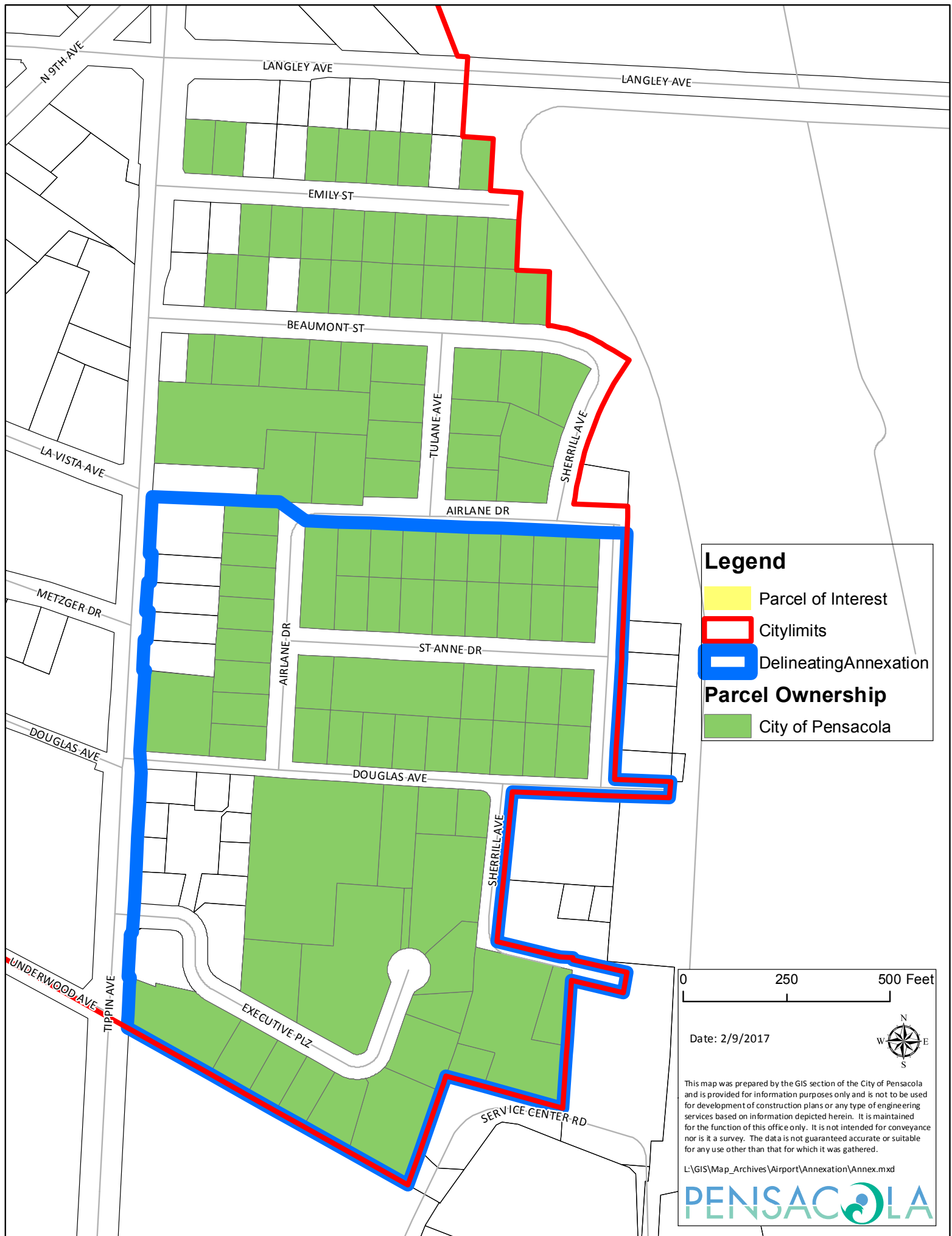
**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Sherry Morris, Planning Services Administrator  
Daniel Flynn, Airport Director

**ATTACHMENTS:**

- 1) Map of Annexation Area

**PRESENTATION:** No



## Legend

- Parcel of Interest
- Citylimits
- DelineatingAnnexation
- Parcel Ownership**
  - City of Pensacola

0 250 500 Feet

Date: 2/9/2017



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map\_Archives\Airport\Annexation\Annex.mxd

**PENSACOLA**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 10-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PROPOSED ORDINANCE NO. 10-17 - ANNEXATION OF PROPERTY - CAMPUS HEIGHTS

### **RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 10-17 on first reading.

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.

**HEARING REQUIRED:** Public

### **SUMMARY:**

Campus Heights was identified in the approved year 2000 Airport Master Plan as a development area for a future business commerce park associated with the Airport. Generally, the Campus Heights area is bounded on the east and south by Airport property, on the north by Langley Avenue, and on the west by Tippin Avenue. It is an area of mixed use, consisting of commercial, light industrial, and residential use.

Currently one-hundred thirteen parcels have been purchased by the Airport, with six remaining to be acquired. As parcels are acquired that are contiguous to but not within the City limits, it becomes necessary to annex those parcels via the statutory process for the annexation of property.

In order to comply with the statutory requirements that would not require a referendum, seventy-seven (77) parcels, sixty-one (61) of which are owned by the Pensacola International Airport, were selected for annexation at this time. While the annexation would include the Airport owned parcels, it would also include sixteen (16) parcels owned by businesses. The proposed inclusion of these other parcels would provide for a clearer City/County boundary in the affected area. The City of Pensacola/Pensacola International Airport is the owner of more than fifty percent (50%) of the parcels in the proposed area.

F.S. 171.0413 provides that:

*Annexation procedures.-Any municipality may annex contiguous, compact, unincorporated territory in the following manner:*

*(1) An ordinance proposing to annex an area of contiguous, compact, unincorporated territory shall be adopted by the governing body of the annexing municipality pursuant to the procedure for the adoption of a nonemergency ordinance established by s. 166.041. Prior to the adoption of the ordinance of annexation, the local governing body shall hold at least two advertised public hearings. The first public hearing shall be on a weekday at least 7 days after the day that the first advertisement is published. The second public hearing shall be held on a weekday at least 5 days after the day that the second advertisement is published. Each such ordinance shall propose only one reasonably compact area to be annexed. However, prior to the ordinance of annexation becoming effective, a referendum on annexation shall be held as set out below, and, if approved by the referendum, the ordinance shall become effective 10 days after the referendum or as otherwise provided in the ordinance, but not more than 1 year following the date of the referendum.*

*(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the governing body does not choose to hold a referendum of the annexing municipality pursuant to subsection (2), then the property owner consents required pursuant to subsection (5) shall be obtained by the parties proposing the annexation prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon becoming a law or as otherwise provided in the ordinance.*

Therefore, in accordance with paragraph (6) of F.S. 171.0413, a referendum is not required as there are no registered electors on the parcels in the proposed annexation area. Further, the City of Pensacola/Pensacola International Airport, the owner of more than 50 percent of the land in the proposed annexation area, consents to the annexation.

**PRIOR ACTION:**

November 10, 2011 - City Council approved the annexation of nine (9) parcels in the Campus Heights area owned by the Pensacola International Airport.

December 1, 2011 - City Council adopted Ordinance No. 31-11 - Annexation of Airport Owned Property on second reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive Property Tax and Stormwater Utility Fee revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

3/27/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Sherry Morris, Planning Services Administrator  
Daniel Flynn, Airport Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 10-17
- 2) Survey, City of Pensacola Proposed Campus Heights Annexation Phase I

**PRESENTATION:** No



PROPOSED  
ORDINANCE NO. 10-17

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

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:

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, SAID POINT BEING THE POINT OF BEGINNING; THENCE N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT FOR 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N03°10'03"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE (RIGHT OF WAY VARIES) FOR A DISTANCE OF 1276.01 FEET; THENCE S87°18'36"E FOR A DISTANCE OF 299.34 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE S55°55'01"E FOR A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND IT'S EXTENSION THERE OF A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE S03°14'29"W ALONG SAID WEST LINE OF BLOCK 4 FOR 580.19 FEET; THENCE S86°52'41"E ALONG THE SOUTH LINE OF SAID BLOCK 4 FOR 135.15 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK; THENCE S02°51'38"W FOR A DISTANCE OF 39.96 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W); THENCE N86°55'02"W ALONG THE SOUTH LINE OF DOUGLAS DRIVE FOR 379.91 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE AND THE EAST RIGHT OF WAY OF SHERRILL AVENUE(50' R/W); THENCE S03°08'16"W ALONG THE SAID EAST RIGHT OF WAY FOR A DISTANCE OF 377.78 FEET; THENCE S79°56'14"W FOR 213.28 FEET; THENCE S04°24'27"W FOR 50.47 FEET; THENCE CONTINUE S04°24'27"W FOR A DISTANCE OF 296.20 FEET; THENCE N75°57'17"W FOR A DISTANCE OF 330.77 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE S19°35'37"W FOR A DISTANCE OF 283.18 FEET TO THE POINT OF BEGINNING.

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.

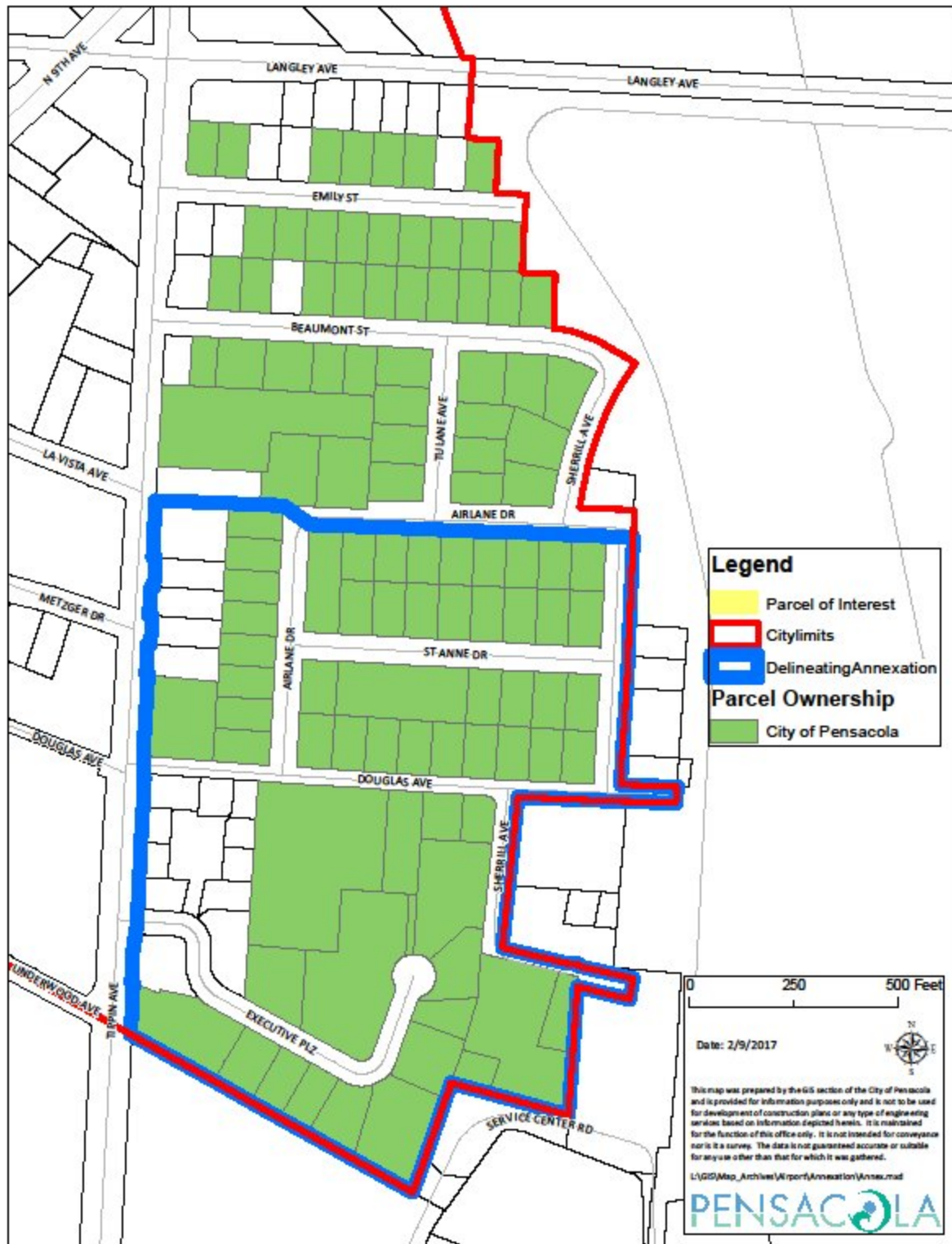
SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: \_\_\_\_\_

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

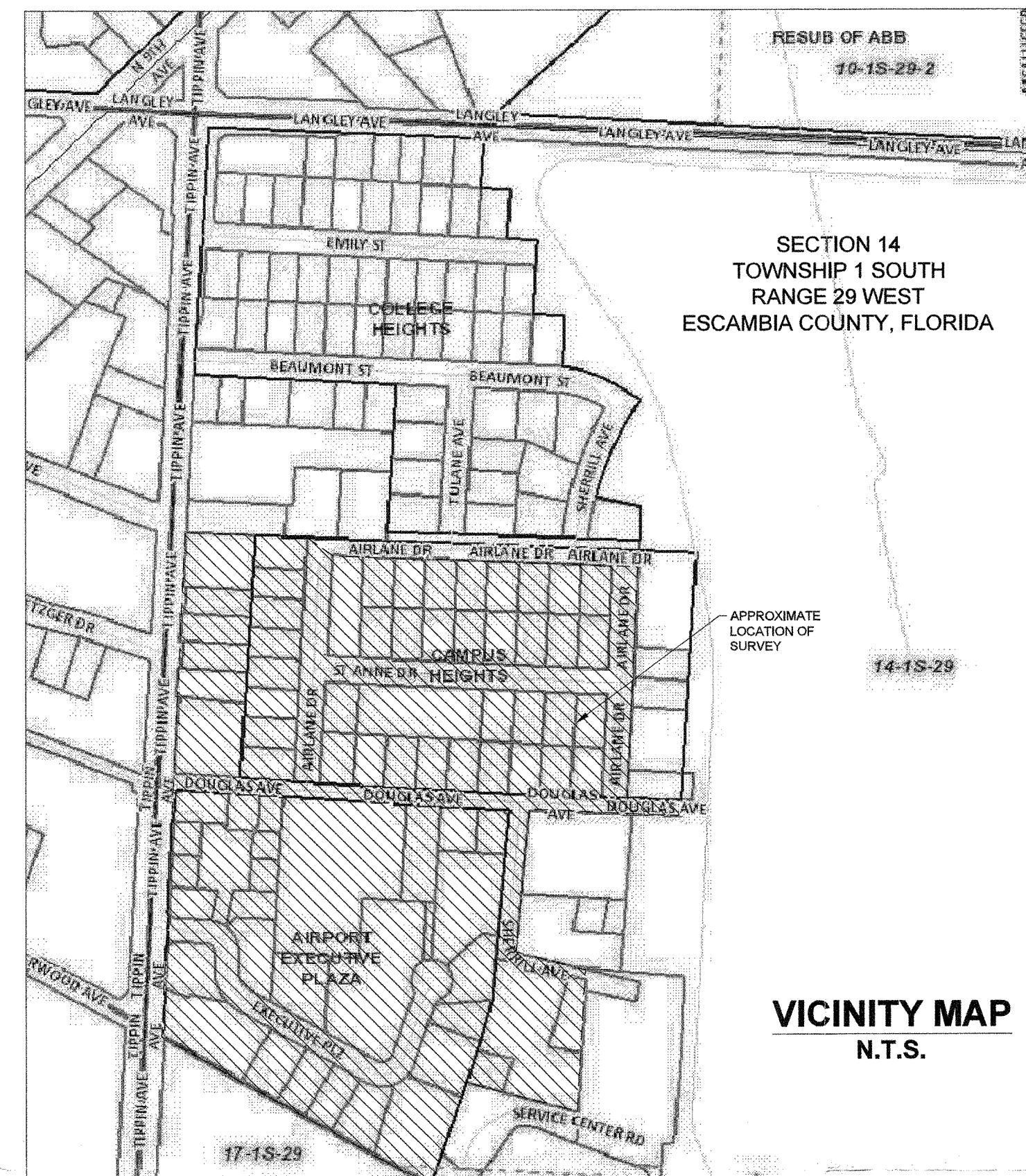
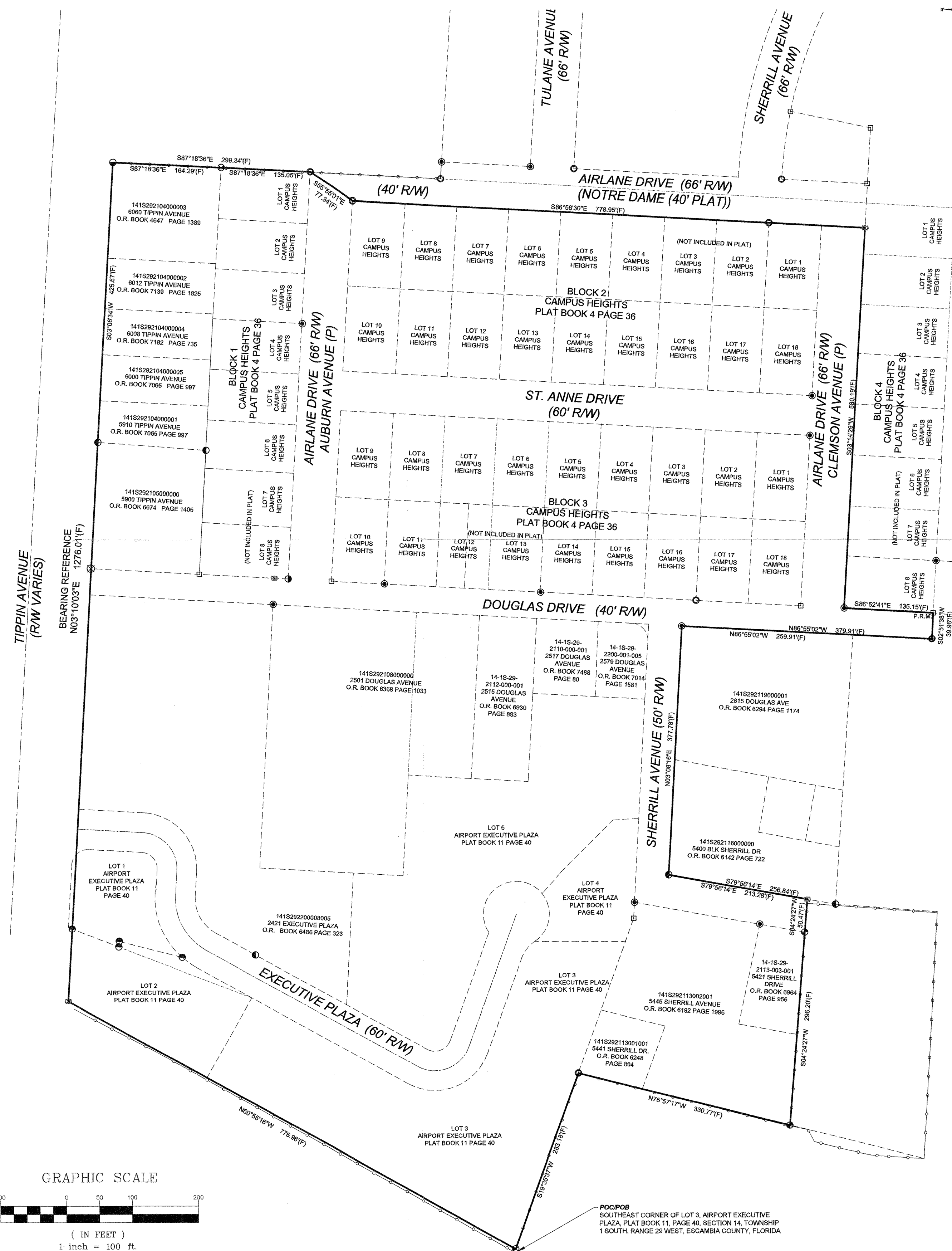
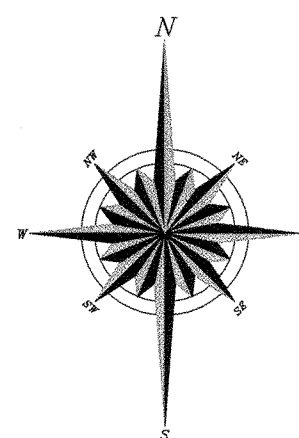
Attest:

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





# CITY OF PENSACOLA PROPOSED CAMPUS HEIGHTS ANNEXATION PHASE I



## NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON FEBRUARY 23, 2017.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
5. BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE AS NORTH 03°10'03" EAST.
6. FENCE LINES ARE EXAGGERATED FOR CLARITY.
7. ENCROACHMENTS ARE AS SHOWN.

## CORNER LEGEND

- ① FND 10" CUT INTO CONCRETE
- ② FND 4" X 4" CONCRETE MONUMENT
- ③ FND IRON PIPE (SIZE INDICATED)
- ④ FND 12" IRON ROD (SIZE INDICATED)
- ⑤ FND CAPPED IRON ROD (ILLEGIBLE)
- ⑥ FND CAPPED IRON ROD #475
- ⑦ FND CAPPED IRON ROD #612
- ⑧ FND CAPPED IRON ROD #679
- ⑨ FND CAPPED IRON ROD #682
- ⑩ FND CAPPED IRON ROD #681
- ⑪ FND CAPPED IRON ROD #7092
- ⑫ FND CAPPED IRON ROD #7174
- ⑬ SET 12" CAPPED IRON ROD #7612

## LEGEND

- |      |                        |
|------|------------------------|
| (F)  | FIELD MEASUREMENT      |
| (P)  | PLAT MEASUREMENT       |
| (D)  | DEED MEASUREMENT       |
| (C)  | CALCULATED MEASUREMENT |
| R/W  | RIGHT-OF-WAY           |
| FND  | FOUND MONUMENTATION    |
| POB  | POINT OF BEGINNING     |
| POC  | POINT OF COMMENCEMENT  |
| O.R. | OFFICIAL RECORDS       |

THE SURVEY SHOWN HEREON IS TRUE AND CORRECT AND IN COMPLIANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*Rob L. Working*  
ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

NOT VALID  
WITHOUT  
RAISED  
SEAL

3/10/17

TITLE SPECIFIC PURPOSE SURVEY

PROPOSED CAMPUS HEIGHTS ANNEXATION PHASE I

CAMPUS HEIGHTS & EXECUTIVE PLAZA

CITY OF PENSACOLA

PENSACOLA, FLORIDA 32504

DWG NO. 1 OF 2

DATE FEBRUARY 2017

360 Surveying Services, Inc.  
Professional Land Surveyors  
1801 Creighton Road-Pensacola, Florida 32504  
Office: (850) 857-4400





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00175

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSORS:** Ashton J. Hayward, III, Mayor  
City Council President Brian Spencer

**SUBJECT:**

CREATION OF SECTION 8-1-28 OF THE CITY CODE - PROHIBITING SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

**RECOMMENDATION:**

That City Council adopt an ordinance creating Section 8-1-28 of the City Code - Prohibiting solicitation of donations upon public sidewalks and rights-of-way in the Downtown Visitors' District.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has received complaints from members of the public and downtown businesses about the presence of individuals soliciting donations either verbally or by the use of signage. The solicitation of donations obstructs the free flow of pedestrian traffic in the downtown area and it negatively affects residents, visitors and businesses.

The Downtown Improvement Board asked the City to consider a regulation which would protect the public from this nuisance activity, preserve the significant investment of the businesses and the City in the Downtown Improvement District and enhance the experience of the public in the downtown business area.

**PRIOR ACTION:**

Items postponed for April 13<sup>th</sup> meeting

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

2/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

Lysia H. Bowling, City Attorney

**ATTACHMENTS:**

- 1) Letter from John Peacock, DIB Chair, dated February 21, 2017 with Ordinance Boundary Map Attachment
- 2) Proposed Ordinance

**PRESENTATION:** No



February 21, 2017

Hon. Ashton J. Hayward III, Mayor  
Hon. Brian Spencer, City Council President, and  
Mr. Eric Olson, City Administrator  
222 W. Main Street  
Pensacola, FL 32502

RE: Proposed City Ordinance Addressing Soliciting, Begging & Panhandling in  
Downtown Pensacola

Dear Mayor Hayward, President Spencer and Mr. Olson:

This letter is a follow-up to my letter of October 21, 2016 to you and the City Council, as well as a follow-up to a recent meeting between the City's attorneys Ms. Bowling and Mr. Wells and the DIB's Executive Director, Curt Morse. The DIB fully supports the implementation of the above proposed ordinance.

Downtown Pensacola is an essential part of the overall Pensacola tourism experience. Recently we've seen an alarming and consistent increase in the amount of nuisance activity, i.e., soliciting, begging and panhandling, along the streets, in the parks, and along the sidewalks and storefronts in the Downtown Improvement District. This activity adversely impacts tourism, economic development, and diminishes the overall experience of those that visit the area.

As we work to expand the commercial and residential base of the Downtown core of the City, the DIB believes the implementation of this ordinance and eliminating the nuisance activity is vital to providing a safe, pleasant, family friendly environment for all those who own businesses, work, live, dine, shop and otherwise enjoy the Downtown Improvement District. We also see the need to better communicate the availability of outreach services to those in need. As a result, the DIB is formulating a Downtown Ambassador program that will not only serve to assist tourists and other visitors to Downtown with helpful information, it can also serve to connect local services to those in need. This program, along with other clean and safe initiatives, will support growth and help to promote the ongoing prosperity of Downtown.

For your consideration, I am attaching a map of the Downtown Improvement District, which highlights in yellow boundaries which the DIB believes could be reasonably covered by the new ordinance.

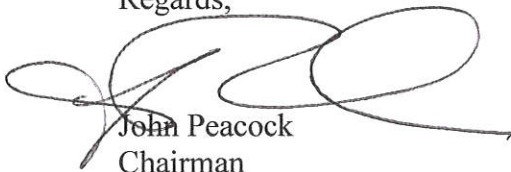


We would ask the City to consider referring to the highlighted area as the "Downtown Visitors District" which would be described as follows:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public area adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

Again, recognizing the importance of the overall tourism experience and the economic development of Downtown Pensacola, the DIB Board asks that you implement a City ordinance that addresses nuisance activity such as soliciting, begging and panhandling in Downtown Pensacola at your earliest convenience. We at the DIB stand ready to assist in this effort in any way we can.

Regards,



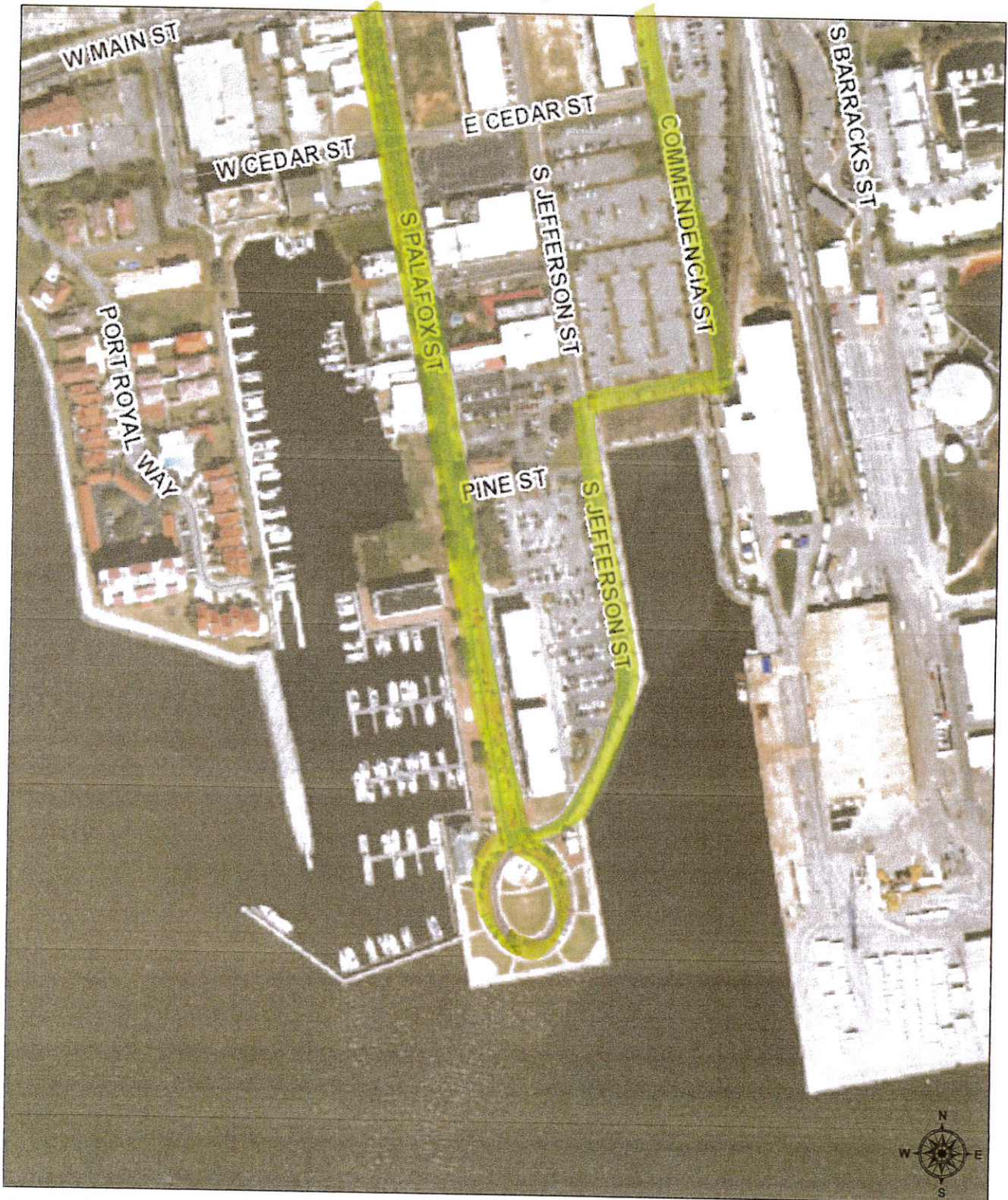
John Peacock  
Chairman  
Downtown Improvement Board of Directors

MJS/CWM

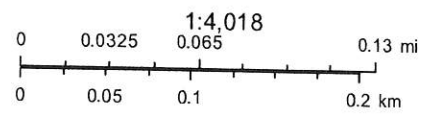








February 23, 2017



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

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

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

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-28 of the Code of the City of Pensacola, Florida, is hereby created to read:

**Sec. 8-1-28. Regulation of Conduct In The Downtown Visitors' District.**

- (1) Legislative Findings. The City Council of the City of Pensacola hereby makes the following legislative findings and declares them to be true and accurate:
- a. The City of Pensacola has substantial governmental interests in promoting and protecting tourism, encouraging the expansion of the City's economic base by attracting and maintaining new investments, creating an attractive infrastructure that encourages quality development and protecting the City's economy.
  - b. The Downtown Visitors' District (defined herein) is located within a geographical area of unique historic and business districts in the City of Pensacola which are nationally and internationally recognized as premier tourist designations.
  - c. Tourism is one of Florida's most important economic industries and the City of Pensacola is one of the preeminent tourist destinations in the Florida Panhandle.
  - d. Over the last 20 years, public and private investment in the Downtown Visitors' District has resulted in the redevelopment and revitalization of the core downtown business district comprised of a multitude of dining and entertainment venues that include restaurants, sidewalk cafes and nightclubs, theaters, museums, cultural centers, City parks and retail establishments where residents, visitors and tourists visit, shop, dine, and attend area events.
  - e. The City of Pensacola has a significant governmental interest in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity.
  - f. Panhandling activities impede public use of the sidewalks and public rights-of-way, and adversely impact tourism in the revitalized Downtown Visitor's District. As well,



these activities threaten the economic vitality as well as the existence of a pleasant, enjoyable, and safe environment in the Downtown Visitors' District.

- g. Panhandlers often disrupt the daily activities that occur at outdoor cafes, restaurants, nightclubs, entertainment venues and other downtown commercial establishments by disrupting business and physically approaching, harassing, or intimidating residents, visitors, and tourists in places where it is difficult or not possible to exercise the right to decline to listen to them or avoid their requests.
- h. Panhandlers also obstruct the sidewalks and rights-of-way located within the Downtown Visitors' District causing pedestrians to step into moving traffic or to come in contact with other pedestrians, thus endangering their safety and the safety of others.
- i. The City of Pensacola and owners of retail establishments as well as residents, visitors and tourist have complained about panhandlers soliciting donations on sidewalks and rights-of-way in the Downtown Visitors' District.
- j. The City of Pensacola recognizes and acknowledges that panhandling is entitled to First Amendment protection and its regulation must be content neutral and narrowly tailored to serve a significant government interest while leaving open alternative channels of communication.
- k. The City of Pensacola has a significant governmental interest in adopting this regulation is to engage in a reasonable, limited, time, place and manner regulation in a manner approved by the courts.
- l. The City of Pensacola finds that there are ample alternative public venues for such expressive activities outside of the Downtown Visitors' District.
- m. The City of Pensacola further finds that without the regulations being adopted in this section of the City Code, the investment in redeveloping the Downtown Visitors' District from a deteriorated partially vacant commercial area into its current vibrant and popular resident, visitor and tourist venue will be jeopardized.
- n. The City of Pensacola finds that this regulation is a content-neutral, narrowly tailored regulation intended to address and curb the problems unique to the subject area and do not unreasonably interfere with constitutionally protected rights.
- o. The regulations set forth in this ordinance are further the City's afore-stated interests and are not intended to prohibit the exercise of a person's protected constitutional rights under the First Amendment.
- p. The City of Pensacola finds that this ordinance furthers the significant governmental interest of the City of Pensacola in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity and will preserve

and enhance the various economic and tourism interests of the City and is in the best interest of the public.

(2) Definitions.

- a. *The Downtown Visitors' District* is hereby defined as the streets, adjacent sidewalks and pedestrian city rights-of-way within the following area:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public areas including sidewalks and rights of way adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia Street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

- b. *Solicitation of donations* means any request made in person on a street, sidewalk or public right-of-way within the Downtown Visitors' District, for an immediate donation of money or other thing of value, including the purchase of an item or service for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is a donation, whether such solicitation is accomplished verbally, passively or through any manner of signage.

(3) Prohibited Conduct. The following conduct is prohibited upon the sidewalks and public rights-of-way within the Downtown Visitors' District:

- a. Solicitation of donations.

(4) Penalties. This sec. 8-1-28 of the Code of the City of Pensacola, Florida, shall be enforced in the manner provided in sec. 7-4-14, pertaining to violations of sec. 7-4-13 of the Code.

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 severable.

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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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



**Ericka Burnett**

---

**From:** Lysia Bowling  
**Sent:** Wednesday, March 08, 2017 12:16 PM  
**To:** Ashton Hayward; City Council Only  
**Cc:** 'Michael Stebbins'  
**Subject:** LOCAL GOVERNMENTAL REGULATION OF FIRST AMENDMENT ACTIVITIES

Dear Mayor Ashton Hayward, Council President Brian Spencer and Members of City Council:

I am providing the following to assist City Council in its review and consideration of the proposed panhandling ordinance. The ordinance as proposed reflects the current state of the law however this is an area of law that is evolving.

The federal courts have interpreted the First Amendment to allow local governmental regulation of “freedom of speech” only under certain circumstances.

For many years, the courts have held that the act of soliciting donations on public sidewalks and in public parks is fully protected First Amendment activity.

In order for a city or county to regulate First Amendment activity on public sidewalks and rights-of-way, the following conditions must be present:

- The government must have a legitimate, substantial interest in regulating the activity. The courts have found that keeping sidewalks unobstructed so that all can use them, and enticing tourists to visit a particular area are legitimate, substantial interests.
- The regulation must be “content neutral,” meaning that the regulation cannot discriminate between speech that the government allows and speech that the government wants to ban, without a rational and reasonable basis for distinguishing between the two.
- Regulations of First Amendment activities which are not “content neutral” are subjected to a much higher standard of legal justification (“strict scrutiny,” in the parlance of the courts), and they rarely survive judicial scrutiny. In the last few years, the U.S. Supreme Court has rendered several decisions in the areas of sign regulation and sidewalk abortion counselling that have indicated that the Court’s view and definition of “content neutrality” is changing.
- The regulation must be reasonably limited in its time, place and manner of application, leaving open other venues for the First Amendment activity to take place.
- The regulation must be “narrowly tailored” to advance the government’s legitimate interest, or cure the problem that it is directed to. If there is a problem in an identified geographic area, the regulation on First Amendment activity must be limited to that area.

Thank you,

Lysia H. Bowling  
City Attorney  
222 W. Main Street  
Pensacola, Florida 32502

E-mail [lbowling@cityofpensacola.com](mailto:lbowling@cityofpensacola.com)  
(850) 435-1615



For Non-Emergency Citizen Requests, Dial 311 or visit [Pensacola311.com](http://Pensacola311.com)

Notice Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office; instead, contact our office by phone or in writing

March 6, 2017

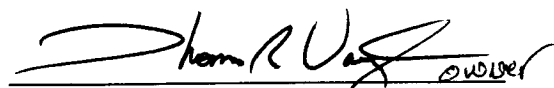
Mayor Ashton Hayward  
City Council of the  
City of Pensacola Florida


Dear Mayor and Council,

We the undersigned business owners, managers, and residents of Palafox Place do hereby request that new ordinances be adopted for Palafox Place regarding the following:

1. To eliminate panhandling on Palafox Place
2. To eliminate loitering for donations on Palafox Place.
3. To require sidewalk "performers" to obtain a city license that will enforce strict behavior as well as time and location limits.

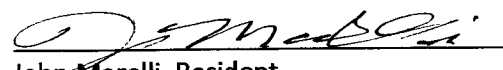
Thank You,

  
Northwestern Mutual Financial Network  
108 Palafox Place

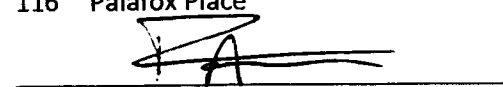
  
Belle Ame Bath and Body  
112 Palafox Place

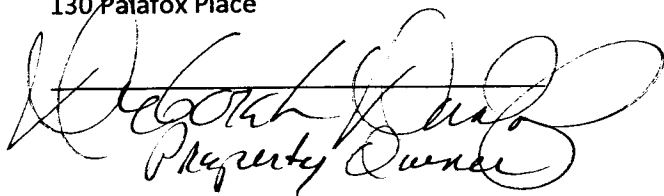
  
Marty Campbell Gallery  
114 Palafox Place

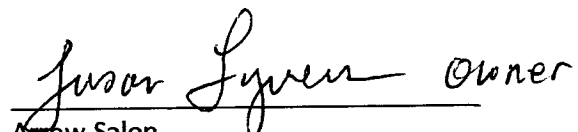
Deborah Dunlap, Resident  
114 ½ Palafox Place


  
John Morelli, Resident  
116 ½ Palafox Place


  
Indigeaux Denim Boutique  
116 Palafox Place

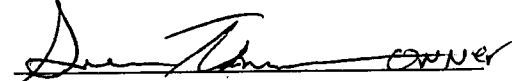
  
Dr. Rohit Amin, Resident  
130 Palafox Place

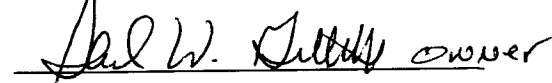
  
Deborah Dunlap  
Property Owner

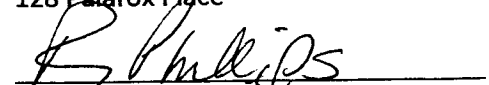
  
Arrow Salon  
120 Palafox Place


  
Gypsy Southern Boutique  
122 Palafox Place

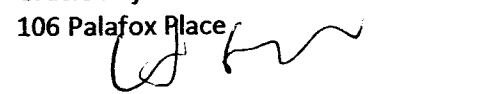
  
Sparkle Children's Boutique  
124 Palafox Place

  
Adonna's Bakery  
126 Palafox Place

  
Urban Objects  
128 Palafox Place

  
Randy Phillips, Resident  
124 Palafox Place

  
Gracie Juijitsu  
106 Palafox Place

  
VINCE SACCO, Resident  
120 Palafox



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 09-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSORS:** Ashton J. Hayward, III, Mayor  
City Council President Brian Spencer

**SUBJECT:**

PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28 OF THE CITY CODE - PROHIBITING SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 09-17 on first reading.

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has received complaints from members of the public and downtown businesses about the presence of individuals soliciting donations either verbally or by the use of signage. The solicitation of donations obstructs the free flow of pedestrian traffic in the downtown area and it negatively affects residents, visitors and businesses.

The Downtown Improvement Board asked the City to consider a regulation which would protect the public from this nuisance activity, preserve the significant investment of the businesses and the City in the Downtown Improvement District and enhance the experience of the public in the downtown business area.

**PRIOR ACTION:**

N/A

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

2/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

Lysia H. Bowling, City Attorney

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 09-17
- 2) Letter from John Peacock, DIB Chairman
- 3) DIB Panhandling Ordinance Boundary Map

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 09-17

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

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-28 of the Code of the City of Pensacola, Florida, is hereby created to read:

Sec. 8-1-28. Regulation of Conduct In The Downtown Visitors' District.

- (1) Legislative Findings. The City Council of the City of Pensacola hereby makes the following legislative findings and declares them to be true and accurate:
- a. The City of Pensacola has substantial governmental interests in promoting and protecting tourism, encouraging the expansion of the City's economic base by attracting and maintaining new investments, creating an attractive infrastructure that encourages quality development and protecting the City's economy.
  - b. The Downtown Visitors' District (defined herein) is located within a geographical area of unique historic and business districts in the City of Pensacola which are nationally and internationally recognized as premier tourist designations.
  - c. Tourism is one of Florida's most important economic industries and the City of Pensacola is one of the preeminent tourist destinations in the Florida Panhandle.
  - d. Over the last 20 years, public and private investment in the Downtown Visitors' District has resulted in the redevelopment and revitalization of the core downtown business district comprised of a multitude of dining and entertainment venues that include restaurants, sidewalk cafes and nightclubs, theaters, museums, cultural centers, City parks and retail establishments where residents, visitors and tourists visit, shop, dine, and attend area events.
  - e. The City of Pensacola has a significant governmental interest in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity.
  - f. Panhandling activities impede public use of the sidewalks and public rights-of-way, and adversely impact tourism in the revitalized Downtown Visitor's District. As well,

these activities threaten the economic vitality as well as the existence of a pleasant, enjoyable, and safe environment in the Downtown Visitors' District.

- g. Panhandlers often disrupt the daily activities that occur at outdoor cafes, restaurants, nightclubs, entertainment venues and other downtown commercial establishments by disrupting business and physically approaching, harassing, or intimidating residents, visitors, and tourists in places where it is difficult or not possible to exercise the right to decline to listen to them or avoid their requests.
- h. Panhandlers also obstruct the sidewalks and rights-of-way located within the Downtown Visitors' District causing pedestrians to step into moving traffic or to come in contact with other pedestrians, thus endangering their safety and the safety of others.
- i. The City of Pensacola and owners of retail establishments as well as residents, visitors and tourist have complained about panhandlers soliciting donations on sidewalks and rights-of-way in the Downtown Visitors' District.
- j. The City of Pensacola recognizes and acknowledges that panhandling is entitled to First Amendment protection and its regulation must be content neutral and narrowly tailored to serve a significant government interest while leaving open alternative channels of communication.
- k. The City of Pensacola has a significant governmental interest in adopting this regulation is to engage in a reasonable, limited, time, place and manner regulation in a manner approved by the courts.
- l. The City of Pensacola finds that there are ample alternative public venues for such expressive activities outside of the Downtown Visitors' District.
- m. The City of Pensacola further finds that without the regulations being adopted in this section of the City Code, the investment in redeveloping the Downtown Visitors' District from a deteriorated partially vacant commercial area into its current vibrant and popular resident, visitor and tourist venue will be jeopardized.
- n. The City of Pensacola finds that this regulation is a content-neutral, narrowly tailored regulation intended to address and curb the problems unique to the subject area and do not unreasonably interfere with constitutionally protected rights.
- o. The regulations set forth in this ordinance are further the City's afore-stated interests and are not intended to prohibit the exercise of a person's protected constitutional rights under the First Amendment.
- p. The City of Pensacola finds that this ordinance furthers the significant governmental interest of the City of Pensacola in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity and will preserve



and enhance the various economic and tourism interests of the City and is in the best interest of the public.

(2) Definitions.

- a. The Downtown Visitors' District is hereby defined as the streets, adjacent sidewalks and pedestrian city rights-of-way within the following area:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public areas including sidewalks and rights of way adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia Street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

- b. Solicitation of donations means any request made in person on a street, sidewalk or public right-of-way within the Downtown Visitors' District, for an immediate donation of money or other thing of value, including the purchase of an item or service for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is a donation, whether such solicitation is accomplished verbally, passively or through any manner of signage. Solicitation of donations made in connection with fundraising events held by or on behalf of charitable organizations for which a special event permit has been obtained shall not be unlawful under this provision.

(3) Prohibited Conduct. The following conduct is prohibited upon the sidewalks and public rights-of-way within the Downtown Visitors' District:

- a. Solicitation of donations.

(4) Penalties. This sec. 8-1-28 of the Code of the City of Pensacola, Florida, shall be enforced in the following manner:

- a. A law enforcement officer may issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a violation of section 8-1-28.
- b. A citation issued by a law enforcement officer shall be in a form prescribed by the mayor and shall contain:

1. The date and time of issuance.
  2. The name and address of the person to whom the citation is issued.
  3. The date and time the violation of section 8-1-28 was committed.
  4. The facts constituting reasonable cause.
  5. The name and badge number of the law enforcement officer.
  6. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
  7. The applicable civil penalty if the person elects to contest the citation.
  8. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, such person shall be deemed to have waived the right to contest the citation and that, in such case, judgment may be entered for an amount up to the maximum civil penalty.
- c. The following civil penalty citation schedules will apply if the person cited elects not to contest a citation and the civil penalties which will apply if such person elects to contest a citation:
1. For those persons not contesting a citation:
    - (a) First citation, fifty dollars (\$50.00).
    - (b) Second citation, one hundred dollars (\$100.00).
    - (c) Third citation, two hundred dollars (\$200.00).
    - (d) Fourth and all additional citations, four hundred dollars (\$400.00).
  2. For those persons contesting a citation, the county court may impose a fine within the court's discretion up to a maximum of five hundred dollars (\$500.00).
- d. After issuing a citation to an alleged violator, a law enforcement officer shall deposit the original citation and one copy of the citation with the county court.
- e. An officer issuing a citation under this section may elect to contact community outreach services, such as United Way's "2-1-1" service, in order to determine whether a referral can be made or services offered to assist the individual cited. In the event the officer is unable to contact community outreach services at the time of the officer's contact with the person accused of violating this article, the officer may supply the person with information sufficient for the person to make such contact at a later time.
- ~~(4) Penalties. This sec. 8-1-28 of the Code of the City of Pensacola, Florida, shall be enforced in the manner provided in sec. 7-4-14, pertaining to violations of sec. 7-4-13 of the Code.~~

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 severable.

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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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

February 21, 2017

Hon. Ashton J. Hayward III, Mayor  
Hon. Brian Spencer, City Council President, and  
Mr. Eric Olson, City Administrator  
222 W. Main Street  
Pensacola, FL 32502

RE: Proposed City Ordinance Addressing Soliciting, Begging & Panhandling in  
Downtown Pensacola

Dear Mayor Hayward, President Spencer and Mr. Olson:

This letter is a follow-up to my letter of October 21, 2016 to you and the City Council, as well as a follow-up to a recent meeting between the City's attorneys Ms. Bowling and Mr. Wells and the DIB's Executive Director, Curt Morse. The DIB fully supports the implementation of the above proposed ordinance.

Downtown Pensacola is an essential part of the overall Pensacola tourism experience. Recently we've seen an alarming and consistent increase in the amount of nuisance activity, i.e., soliciting, begging and panhandling, along the streets, in the parks, and along the sidewalks and storefronts in the Downtown Improvement District. This activity adversely impacts tourism, economic development, and diminishes the overall experience of those that visit the area.

As we work to expand the commercial and residential base of the Downtown core of the City, the DIB believes the implementation of this ordinance and eliminating the nuisance activity is vital to providing a safe, pleasant, family friendly environment for all those who own businesses, work, live, dine, shop and otherwise enjoy the Downtown Improvement District. We also see the need to better communicate the availability of outreach services to those in need. As a result, the DIB is formulating a Downtown Ambassador program that will not only serve to assist tourists and other visitors to Downtown with helpful information, it can also serve to connect local services to those in need. This program, along with other clean and safe initiatives, will support growth and help to promote the ongoing prosperity of Downtown.

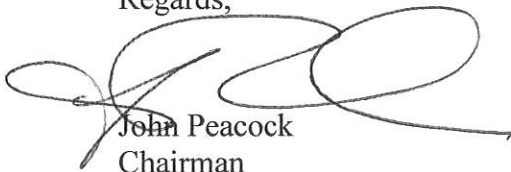
For your consideration, I am attaching a map of the Downtown Improvement District, which highlights in yellow boundaries which the DIB believes could be reasonably covered by the new ordinance.

We would ask the City to consider referring to the highlighted area as the "Downtown Visitors District" which would be described as follows:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public area adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

Again, recognizing the importance of the overall tourism experience and the economic development of Downtown Pensacola, the DIB Board asks that you implement a City ordinance that addresses nuisance activity such as soliciting, begging and panhandling in Downtown Pensacola at your earliest convenience. We at the DIB stand ready to assist in this effort in any way we can.

Regards,



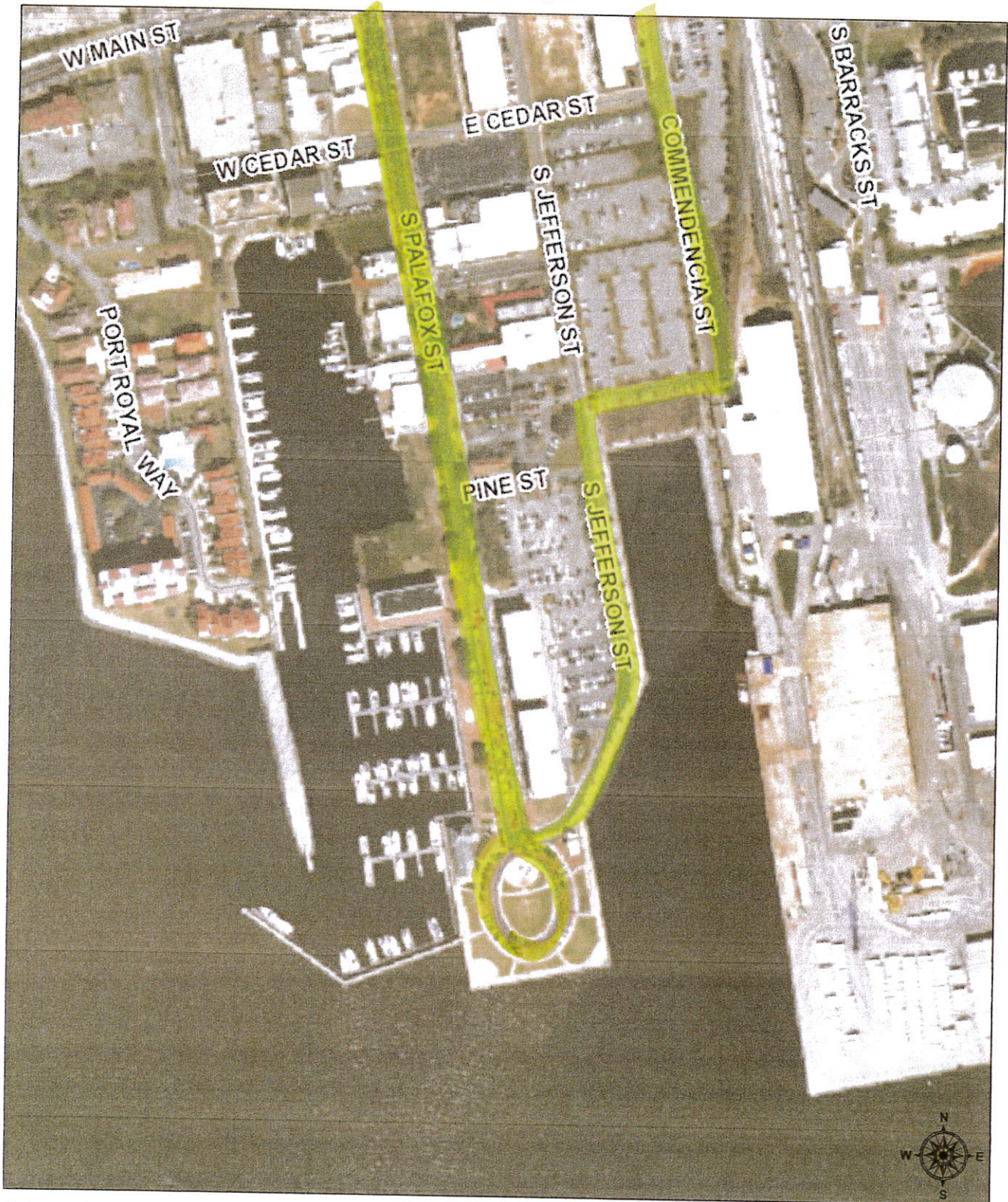
John Peacock  
Chairman  
Downtown Improvement Board of Directors

MJS/CWM

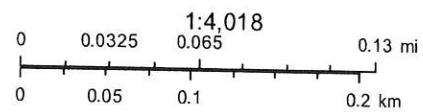








February 23, 2017



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 17-00227

City Council

4/13/2017

### LEGISLATIVE ACTION ITEM

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PENSACOLA ENERGY - AWARD OF BID #17-012, NATURAL GAS PIPELINE CONSTRUCTION WEST PENSACOLA LOW PRESSURE AREA UPGRADES

**RECOMMENDATION:**

That City Council award Bid #17-012 Natural Gas Pipeline Construction to R.A.W. Construction, LLC., the lowest and most responsible bidder in the amount of \$2,477,265 for seven (7) natural gas infrastructure replacement projects, \$581,835 for the miscellaneous work option as outlined in the bid specifications plus a 10% contingency of \$305,910 for a total amount of \$3,365,010 for a period of one year. Further, that City Council approve the supplemental budget resolution appropriating the additional amount needed from the Florida Gas System Revenue Note, Series 2016. Finally, that City 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 January 30, 2017 for a contract to replace aging natural gas pipelines (infrastructure replacement). Two (2) vendors responded to the City's invitation to bid. Pricing for seven (7) projects was included in the bid packages to be awarded over the one year period. The second bidder, Big Sky Underground's bid was declared non-responsive for failure to have proper licensing in place at the time of the bid opening, as required by the bid documents. Therefore, R.A.W. Construction, LLC was the lowest and most responsible bidder.

The contract also provides for miscellaneous outside work in addition to the specified work orders. 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.

Project #1-Greenwood Park	Replace 14,550 LF	\$378,065
Project #2-North Blackshear	Replace 15,800 LF	\$362,155
Project #3-Lakeview Phase I	Replace 20,200 LF	\$451,720
Project #4-Lakeview Phase II	Replace 11,200 LF	\$224,348

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Project #5-South Blackshear	Replace 15,400 LF	\$326,040
Project #6-Lakeview Phase III	Replace 9,850 LF	\$263,587
Project #7-Bayview Park Area	Replace 16,000 LF	\$471,350
Total Award		\$ 2,477,265

**PRIOR ACTION:**

On November 29, 2016, City Council approved a resolution authorizing \$7,302,400 in financing for the acquisition and construction of certain capital improvements to the natural gas system including cast iron replacement in the west and central portions of the city, bare steel main replacement in various system locations, and the construction of main in new subdivisions. This A.O.B. is for cast iron main replacement in the East Hill area at a cost of \$3,365,900.

**FUNDING:**

Budget: \$3,365,900

Actual: \$2,477,265 Construction Contract  
581,835 Miscellaneous Work Option  
305,910 10% Contingency

Total: \$3,365,010

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the funding in the Gas Utility Fund from the Florida Gas System Revenue Note, Series 2016.

**CITY ATTORNEY REVIEW:** Yes

3/27/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Don J. Suarez, Pensacola Energy Director

**ATTACHMENTS:**

- 1) Bid Tabulation - Bid No. 17-012
- 2) Final Vendor Reference List - Bid No. 17-012
- 3) Supplemental Budget Resolution
- 4) Supplemental Budget Explanation

**PRESENTATION:** No

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**TABULATION OF BIDS**


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BID NO: 17-012

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

OPENING DATE: January 30, 2017 OPENING TIME: 2:30 P.M.	BIG SKY UNDERGROUND, LLC	R. A. W. CONSTRUCTION, LLC
DEPARTMENT: Pensacola Energy	Pensacola, FL	Tallahassee, FL
Project 1-Greenwood Park	\$296,930.00	\$378,065.00
Project 2-North Blackshear	\$315,420.00	\$362,155.00
Project 3-Lakeview Phase I	\$400,235.00	\$451,720.00
Project 4-Lakeview Phase II	\$215,910.00	\$224,347.50
Project 5-South Blackshear	\$292,470.00	\$326,040.00
Project 6-Lakeview Phase III	\$219,155.00	\$263,587.50
Project 7-Bayview Park Area	\$385,675.00	\$471,350.00
<b>Total Bid</b>	Non-Responsive	\$2,477,265.00
M/WBE Goal: 3% M/WBE Participation	4.6%	3.2%
Attended Prebid	Yes	Yes

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**TABULATION OF BIDS**

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BID NO: 17-012

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

OPENING DATE: January 30, 2017 OPENING TIME: 2:30 P.M.	BIG SKY UNDERGROUND, LLC	R. A. W. CONSTRUCTION, LLC
DEPARTMENT: Pensacola Energy	Pensacola, FL	Tallahassee, FL

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

Vendor	Name	Address	City	St	Zip Code	M/WBE
44957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
070400	BIG SKY UNDERGROUND LLC	2172 W NINE MILE ROAD	PENSACOLA	FL	32534	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
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	N
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	N
070401	CHAMPION CLEANING SPECIALISTS INC	8391 BLUE ASH RD	CINCINNATI	OH	45236	N
027092	CHAMPION CONTRACTORS INC	505 NORTH FERDON BLVD	CRESTVIEW	FL	32536	N
042045	CHAVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
032038	EVANS CONTRACTING INC	289 NOWAK RD	CANTONMENT	FL	32533	N
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	N
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	N
049240	J MILLER CONSTRUCTION INC	201 SOUTH "F" STREET	PENSACOLA	FL	32501	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
055564	L & L BACKFLOW INC DBA L & L UTILITIES INC	115 MCLAUGHLIN ROAD	MILTON	FL	32570	N
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	N
058801	M & H CONSTRUCTION SERVICES INC	4782 MALLARD CREEK ROAD	PENSACOLA	FL	32526	N
060514	MASTEC NORTH AMERICA INC	209 ART BRYAN DRIVE	ASHEBORO	NC	27203	N
058839	MILLER PIPELINE LLC	1853 RELIABLE PARKWAY	CHICAGO	IL	60686	N
022368	MOTES, MIKE DBA MIKE MOTES CONSTRUCTION INC	4164 HUCKLEBERRY FINN ROAD	MILTON	FL	32583	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N
064219	P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	1560 KYLE DRIVE	PENSACOLA	FL	32505	N
002720	PANHANDLE GRADING & PAVING INC	2665 SOLO DOS FAMILIAF	PENSACOLA	FL	32534	N
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
049117	R A W CONSTRUCTION LLC	710 LEWIS BLVD SOUTH	TALLAHASSEE	FL	32305	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
062120	R ROESE CONTRACTING CO INC	2674 SOUTH HURON ROAD	KAWKAWLIN	MI	48631	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
021834	RANDALL CHAVERS SEPTIC TANK INC DBA R & L PRODUCTS	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
070483	REV CONSTRUCTION	2201 11TH STREET	TUSCALOOSA	AL	35401	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N

Opening Date: 01/30/17

Bid No.: 17-012

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

Vendor	Name	Address	City	St	Zip Code	M/WBE
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	N
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501	N
054319	SMITH INDUSTRIAL SERVICE INC	2001 WEST I-65 SVC RD N	MOBILE	AL	36618	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
062121	T B LANDMARK CONSTRUCTION INC	11220 NEW BERLIN ROAD	JACKSONVILLE	FL	32226	N
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE INC	213 EAST YONGE STREET	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
022290	VICTOR A WALKER DBA V A WALKER GENERAL CONTRACTOR	10235 LILLIAN HIGHWAY	PENSACOLA	FL	32506	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
004751	W R JOHNSON INC	PO BOX 2250	PENSACOLA	FL	32513	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N

Vendors: 62



**RESOLUTION  
NO.   -**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; 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. GAS UTILITY FUND**

To:	Fund Balance	3,365,900
As Reads	Personal Services	8,949,500
To:		
Reads	Personal Services	9,116,900
As Reads	Operating Expenses	38,390,952
To:		
Reads	Operating Expenses	41,589,452

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**  
**APRIL 2017 - PENSACOLA ENERGY BOND EXPLANATION**

FUND	AMOUNT	DESCRIPTION
<b>GAS UTILITY FUND</b>		
Fund Balance	<u>3,365,900</u>	Increase appropriated fund balance
Appropriations		
Personal Services	167,400	Increase appropriation for Personal Services
Operating Expenses	<u>3,198,500</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>3,365,900</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-20

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-20 - PENSACOLA ENERGY - AWARD OF BID #17-012, NATURAL GAS PIPELINE CONSTRUCTION WEST PENSACOLA LOW PRESSURE AREA UPGRADES

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 17-20

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Sealed bids were received January 30, 2017 for a contract to replace aging natural gas pipelines (infrastructure replacement). Two (2) vendors responded to the City's invitation to bid. Pricing for seven (7) projects was included in the bid packages to be awarded over the one year period. The second bidder, Big Sky Underground's bid was declared non-responsive for failure to have proper licensing in place at the time of the bid opening, as required by the bid documents. Therefore, R.A.W. Construction, LLC was the lowest and most responsible bidder.

The contract also provides for miscellaneous outside work in addition to the specified work orders. 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.

Project #1-Greenwood Park	Replace 14,550 LF	\$378,065
Project #2-North Blackshear	Replace 15,800 LF	\$362,155
Project #3-Lakeview Phase I	Replace 20,200 LF	\$451,720
Project #4-Lakeview Phase II	Replace 11,200 LF	\$224,348
Project #5-South Blackshear	Replace 15,400 LF	\$326,040
Project #6-Lakeview Phase III	Replace 9,850 LF	\$263,587

Project #7-Bayveiw Park Area	Replace 16,000 LF	\$471,350
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Total Award	\$ 2,477,265
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**PRIOR ACTION:**

November 29, 2016 - City Council approved a resolution authorizing \$7,302,400 in financing for the acquisition and construction of certain capital improvements to the natural gas system including cast iron replacement in the west and central portions of the city, bare steel main replacement in various system locations, and the construction of main in new subdivisions. This A.O.B. is for cast iron main replacement in the East Hill area at a cost of \$3,365,900.

**FUNDING:**

Budget: \$3,365,900

Actual: \$2,477,265 Construction Contract  
581,835 Miscellaneous Work Option  
305,910 10% Contingency

Total: \$3,365,010

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate funding for the project and is available in the Gas Utility Fund from the Florida Gas System Revenue Note, Series 2016.

**CITY ATTORNEY REVIEW:** Yes

3/27/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Don J. Suarez, Pensacola Energy Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No 17-20
- 2) Supplemental Budget Explanation

**PRESENTATION:** No

**RESOLUTION  
NO.   -**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; 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. GAS UTILITY FUND**

To:	Fund Balance	3,365,900
As Reads	Personal Services	8,949,500
To:		
Reads	Personal Services	9,116,900
As Reads	Operating Expenses	38,390,952
To:		
Reads	Operating Expenses	41,589,452

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**  
**APRIL 2017 - PENSACOLA ENERGY BOND EXPLANATION**

FUND	AMOUNT	DESCRIPTION
<b>GAS UTILITY FUND</b>		
Fund Balance	<u>3,365,900</u>	Increase appropriated fund balance
Appropriations		
Personal Services	167,400	Increase appropriation for Personal Services
Operating Expenses	<u>3,198,500</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>3,365,900</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 12-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Brian Spencer

**SUBJECT:**

PROPOSED ORDINANCE NO. 12-17 - AMENDING SECTION 6-2-3 OF THE CITY CODE--PARKS AND RECREATION BOARD - DUTIES

**RECOMMENDATION:**

That City Council approve Proposed Ordinance 12-17 on first reading.

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD - DUTIES; TO PROVIDE FOR THE INCLUSION WITHIN THE DUTIES LANGUAGE STATING, "AND RECREATIONAL ACTIVITIES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Chapter 6-2 of the City Code covers the Parks and Recreation Board. Section 6-2-3 - Duties, covers the duties of the Parks and Recreation Board. Currently the duties read as follows:

The parks and recreation board shall advise and make recommendations to the City Council, and shall advise the Mayor's Office via the director of neighborhood services on matters concerning the establishment, maintenance and operation of parks within the city. The Board shall provide input on master plan updates and improvements, and policy development for use of recreational facilities.

The Parks and Recreation Board is requesting Council consideration by adding "and recreational activities" to the list of duties so that it would read:

The parks and recreation board shall advise and make recommendations to the City Council, and shall advise the Mayor's Office via the director of neighborhood services on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. The Board shall provide input on master plan updates and improvements, and policy development for use of recreational facilities.



Currently, the Board is somewhat restricted by the list of duties in providing input into recreational activities; since recreation is a portion of the Board title, it seems appropriate to permit their ability to make recommendations on recreational activities.

**PRIOR ACTION:**

February 11, 2010, City Council adopted Ordinance No. 6-10  
August 22, 2013, City Council adopted Ordinance No. 21-13

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 12-17
- 2) March 16, 2017 Parks and Recreation Board Minutes

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 12-17

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD - DUTIES; TO PROVIDE FOR THE INCLUSION WITHIN THE DUTIES LANGUAGE STATING, "AND RECREATIONAL ACTIVITIES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 6-2-3 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 6-2-1. - Establishment; composition; compensation; terms of office; vacancies and removal.

There is hereby established a parks and recreation board of the city. This board shall consist of nine (9) persons serving without pay who shall be appointed by the council. The term of office shall be for three (3) years or until their successors are appointed and qualified. Vacancies in the board occurring otherwise than by expiration of term shall be filled by the council for the unexpired term.

It is the expressed intent of this city to recognize the importance of balance in the appointment of minority and nonminority persons to membership on the parks and recreation board and to promote that balance through the provisions of this section.

For purposes of this Code Section, "minority person" means:

- (a) An African American; that is, a person having origins in any of the racial groups of the African Diaspora.
- (b) A Hispanic American; that is, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
- (c) An Asian American; that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.

- (d) A Native American; that is, a person who has origins in any of the Indian Tribes of North America prior to 1835.
- (e) An American woman.

In addition, the city recognizes the importance of including persons with physical disabilities on this board. Furthermore, it is recognized that the parks and recreation board plays a vital role in shaping public policy for the city, and the selection of the best-qualified candidates is the paramount obligation.

In appointing members to the parks and recreation board, the council should select, from among the best-qualified persons, those persons whose appointment would ensure that the membership of the board accurately reflects the proportion that minority persons represent in the population of the city as a whole, unless the law regulating such appointment requires otherwise, or minority persons cannot be recruited. If the size of the board precludes an accurate representation of minority persons, appointments should be made which conform to the requirements of this section insofar as possible.

Each board member serves at the pleasure of city council and may be removed at any time with reasonable cause or by recommendation by the parks and recreation board. Any board member missing three (3) consecutive board meetings or five (5) board meetings over the course of a calendar year shall forfeit their membership on the board. Absences may be excused by the chair.

Sec. 6-2-2. - Election of officers; adoption of rules and regulations.

Immediately after the appointment of the parks and recreation board, it shall meet and organize by electing one (1) of the members chairman and other officers as may be necessary. The board shall have the power to adopt bylaws, rules and regulations for the proper conduct of public recreation for the city.

Sec. 6-2-3. - Duties.

The parks and recreation board shall advise and make recommendations to the city council, and shall advise the mayor's office via the director of neighborhood services on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities.

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

5. **NEW BUSINESS.** Director Cooper mentioned that all of the boards of the City have a focus and a charge. The Bicycle Advisory and downtown bike racks are outside the scope of this board. Currently the duties as defined by the City Code read “The parks and recreation board shall advise and make recommendations to the city council, and shall advise the mayor’s office via the director of neighborhood services [Parks and Recreation] on matters concerning the establishment, maintenance and operation of parks within the city. . . .” This greatly limits the scope of the board to strictly parks, and does not allow for us to make recommendations on recreational activities.

Board member Hicks recommended that we could increase our scope with just a minor wording adjustment as follows: “The parks and recreation board shall advise and make recommendations to the city council, and shall advise the mayor’s office via the director of neighborhood services [Parks and Recreation] on matters concerning the establishment, maintenance and operation of parks **and recreational activities** within the city. . . .”

After discussion board member Forte made a motion that we make the changes recommended by board member Hicks. Board member Voeltz seconded the motion and mentioned that this will better reflect the name of the board. We would like to have this brought to the April City Council meeting. The motion passed unanimously.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 13-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Brian Spencer

**SUBJECT:**

PROPOSED ORDINANCE NO. 13-17 - AMENDING SECTION 8-3 OF THE CITY CODE - CREATING SECTION 8-3-4 NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL

**RECOMMENDATION:**

That City Council approve Proposed Ordinance 13-17 on first Reading.

AN ORDINANCE AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFFENSES UPON WATERS; CREATING SECTION 8-3-4 TO PROVIDE FOR A NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola received a request from Marina Management Corp. at Palafox Pier and Yacht Harbour that a "No Wake Zone" be established along designated areas of Pensacola Bay due to the heavy usage by craft of various sizes. Creation of a "No Wake Zone" in these designated areas would provide for increased public safety as well as a reduction in damage to piers, other improvements and the shoreline itself.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 13-17
- 2) Proposed NoWake Zone

**PRESENTATION:** No



PROPOSED  
ORDINANCE NO. 13-17

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFFENSES UPON WATERS; CREATING SECTION 8-3-4 TO PROVIDE FOR A NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-3-4 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 8-3-4. – No-wake zone – Portion of waters located in Pensacola Bay.

That portion of the waters north of the Harbor Channel adjacent to the red buoy marker known as "PMT2" located in Pensacola Bay to the entrance of Palafox Pier basin and from the west end of the Port of Pensacola to the west end of the Harbor Channel; including Seville Harbor, Commendencia Slip, Palafox Marina / Baylen Slip, Spring Street Slip and Bruce Beach Cove are hereby designated as a no wake zone and shall be posted in accordance with applicable regulations of the State of Florida Department of Natural Resources relating to uniform waterway markers.

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

0 0.1 0.2 Miles

Date: 4/4/2017



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map\_Archives\City\_Administrator\NoWake\NoWake.mxd

**PENSACOLA**

**Bruce Beach Cove**

**Spring St Slip**

**Baylen Slips Marina**

**Yacht Harbour Marina & Palafox Pier**

**Commendencia Slip**

**Seville Harbour**



**Proposed No Wake Zone**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00228

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor  
Council Member Jewel Cannada-Wynn

**SUBJECT:**

RETURN CONVEYANCE OF MORRIS COURT PARK TO THE AREA HOUSING COMMISSION

**RECOMMENDATION:**

That City Council authorize the Mayor to execute all documents necessary to return the property located at North "J" and West Lloyd Streets, known as Morris Court Park, to the Area Housing Commission for use as planned affordable housing.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On June 27, 1990, the Area Housing Commission (AHC) granted conveyance of the referenced property to the City of Pensacola for use as a park. This conveyance had the express condition that the grantee and its successors and assigns shall forever keep and use the property as a playground area for children. If the grantee did not continue use as a park, the property would revert to the Grantor (AHC).

On September 16, 2016, the AHC's Executive Director sent a letter to the City expressing interest in expanding low income apartment rental opportunities on the property for seniors and people with special needs. The Commission stated it was "very much interested in receiving ownership of the property."

The University of West Florida (UWF) conducted a Parks Needs Assessment and issued its report on December 1, 2016. The assessment found that, given its current resources, the City's parks system is overbuilt to an unsustainable level. Based on that finding, the UWF report recommended that the City strategically reduce the number of parks and amenities it maintains and improve service by consolidating resources into regional parks.

The park's perimeter fence will be left in place and AHC will be assume responsibility for all future maintenance of the fence and grounds. Equipment that is salvageable will be reused in existing City parks. Equipment that is not salvageable will be disposed.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The reduction of park inventory will result in an undetermined decrease in maintenance expenditures within the General Fund.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Keith Wilkins, Assistant City Administrator

**ATTACHMENTS:**

- 1) Deed of Realty dated June 27, 1990
- 2) Area Housing Commission Letter to Keith Wilkins, dated September 16, 2016
- 3) Map, Morris Court Park

**PRESENTATION:** No



13+2  
Dae  
55 pd

Prepared by:  
J. Lofton Westmoreland  
MOORE, HILL & WESTMORELAND  
Post Office Box 1792  
Pensacola, Florida 32598

Parcel ID #: 15-1952-000  
Grantee S.S.#:  
Grantee S.S.#: 59-6000-406

DEED OF REALTY

STATE OF FLORIDA

COUNTY OF ESCAMBIA

D.S. PD. \$ .55

DATE 10-31-90

JOE A. FLOWERS, COMPTROLLER

BY: James A. Walker, D.C.

CERT. REG. #59-2043328-27-01

THIS DEED made the 27th day of June, 1990, by AREA HOUSING COMMISSION, a public body corporate and politic, as successor to the Pensacola Housing Authority, hereinafter called the Grantor (whether singular or plural), to the CITY OF PENSACOLA, a municipal corporation, whose post office address is 12910, Pensacola, FL 32521-0031, hereinafter called the Grantees (whether singular or plural):

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Escambia County, Florida, to-wit:

Beginning at an existing concrete monument being the Southeast corner of Block 91, West King Tract, according to map of the City of Pensacola copyrighted by Thomas C. Watson; said point also being on the North right-of-way line of Brainerd Street (55' R/W) and the West right-of-way line of "J" Street (50' R/W); thence North along the East line of said Block 91 and the West right-of-way line of said "J" Street (50' R.W) a distance of 383.50 feet; thence deflect 98 degrees 16 minutes 17 seconds left a distance of 96.43 feet; thence deflect 82 degrees 54 minutes 10 seconds left a distance of 36.19 feet; thence deflect 89 degrees 32 minutes 29 seconds right a distance of 82.81 feet; thence deflect 04 degrees 46 minutes 46 seconds left a distance of 168.13 feet; thence deflect 93 degrees 57 minutes 29 seconds left a distance of 232.70 feet; thence deflect 08 degrees 30 minutes 39 seconds right a distance of 82.01 feet to the Southwest corner of said Block 91, West King Tract, said point also being on the North right-of-way line of said Brainerd Street (55' R/W); thence deflect 87 degrees 51 minutes 52 seconds left along the South line of said Block 91 and said North right-of-way line a distance of 300.00 feet to the POINT OF BEGINNING. Containing 2.486 acres more or less. All lying and being in Sections 28 and 29, Township 2 South, Range 30 West, Escambia County, Florida.

TITLE TO THE ABOVE DESCRIBED PROPERTY HAS NEITHER BEEN EXAMINED NOR APPROVED BY THE PREPARER HEREOF.

IT IS AN EXPRESS CONDITION OF THIS CONVEYANCE THAT Grantee and its successors and assigns shall forever keep and use the property as a playground area for children and shall not use the property for any other purpose without the written consent of Grantor or its successors or assigns. If Grantee shall fail to comply with this condition, Grantor and its successors and assigns may at anytime thereafter serve on Grantee a notice in writing specifying the default and directing Grantee or its successors and assigns to remedy such default. Should Grantee thereafter for a period of 30 days (time being of the essence of this provision) fail fully and entirely to remedy such breach or default, then a notice in writing may be served on Grantee by



Grantor, notifying Grantee that Grantor elects that the title to the whole of the conveyed premises shall revert to Grantor. Thereupon, the title to the whole of such premises shall immediately and without the necessity of any further action on the part of Grantor revert to and revest in Grantor, and Grantee shall lose and forfeit all of its rights, title, and interest in and to the whole of the conveyed premises and to the improvements and fixtures which may have been placed thereon, and Grantor shall have the right of re-entry to the conveyed premises. Evidence of such election may be recorded in the Public Records by an Affidavit by Grantor to the effect that it has served a notice pursuant to this provision, and that Grantor has elected to demand reversion of the premises.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.

Zoning and other governmental regulations.

Taxes and assessments for 1990 and subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee, except as above noted that, at the time of delivery of this Deed, the premises were free from all encumbrances made by it and that it will warrant and defend the same against the lawful claims and demands of all other persons claiming by, through, or under it, but against none other.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

AREA HOUSING COMMISSION, a public body corporate and politic

BY: Guanita L. Tomblin  
its Chairperson

ATTEST:

Joseph M. [Signature]  
its Secretary

STATE OF FLORIDA

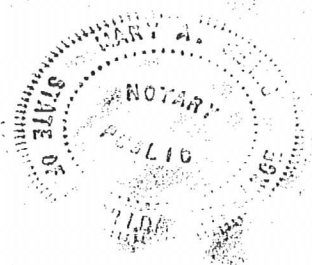
COUNTY OF ESCAMBIA

Before the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County, personally appeared Guanita L. Tomblin and Joseph M. [Signature], known to me to be the individuals described by said names and who executed the foregoing instrument, and to be the Chairperson and Secretary, respectively, of AREA HOUSING COMMISSION, a public body corporate and politic, and acknowledged and declared that they as officers of the said commission, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.



Given under my hand and official seal this 27<sup>th</sup> of June, 1990.

Mary A. Seaton  
NOTARY PUBLIC  
My Commission Expires: 3-26-90



NOTARY PUBLIC  
MARY A. SEATON  
3-26-90

OCT 31 3 55 PM '90

FILED AND  
THE PUBLIC  
ESCAM

836808



# area housing commission

*serving the pensacola-escambia community*  
post office box 18370 • pensacola, florida 32523-8370  
telephone 850-438-8561  
fax 850-438-1743  
TDD 850-438-8563  
Florida Relay 711



**September 16, 2016**

**Keith Wilkins  
Office of the Mayor  
Assistant City Administrator**

**Dear Mr. Wilkins:**

**Per our phone conversation of September 15, 2016, and my previous meeting with Pensacola City Council District 7 Jewel Canada-Wynn referring to the City Park located on J and Lloyd St. Area Housing Commission is very much interested in receiving ownership of the aforementioned property.**

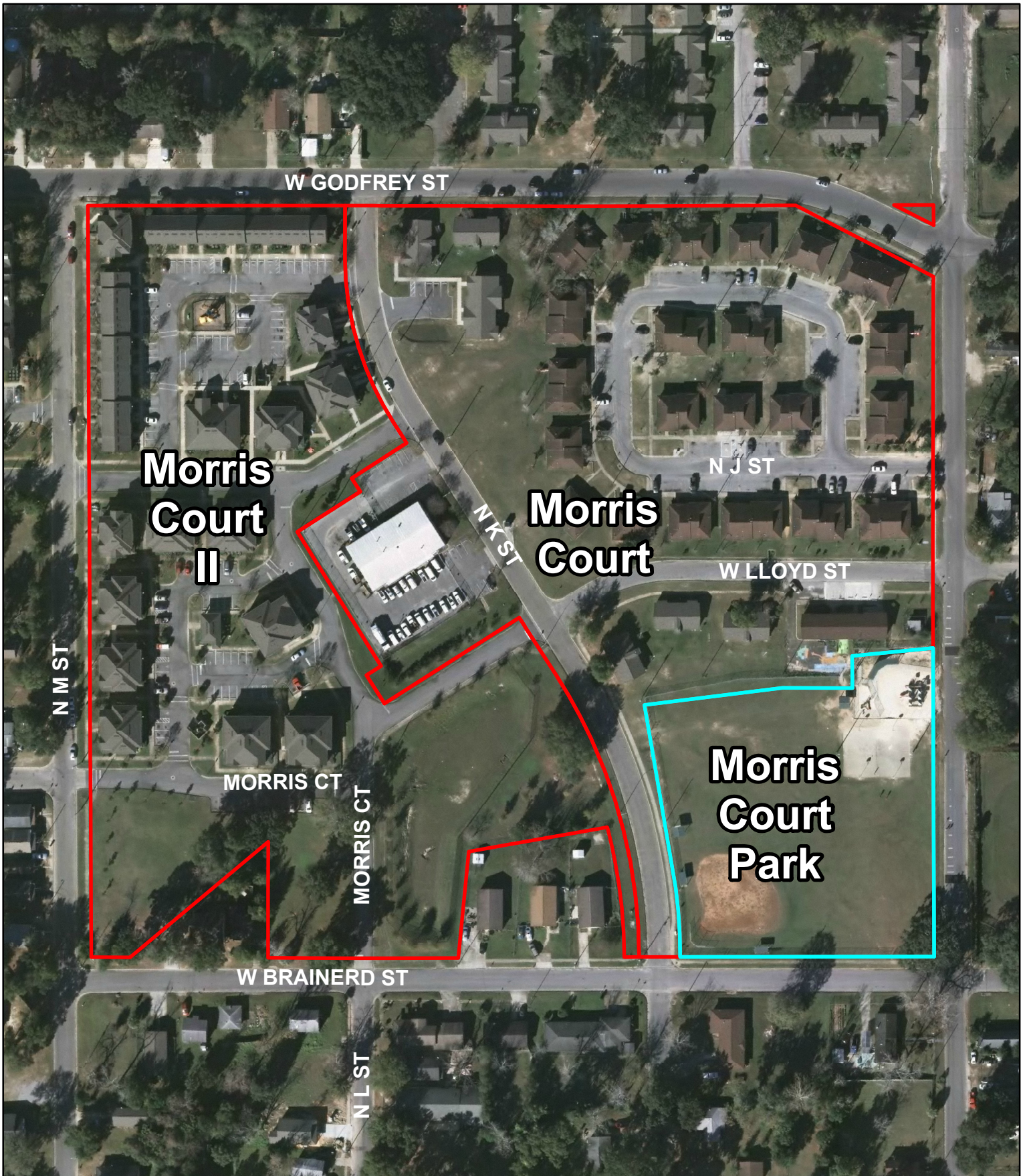
**AHC's interest for this property is to develop the property into one bedroom residential units to accommodate a wide range of affordable, low-income apartment rental opportunities. This new development housing services will be available for seniors, and people with special needs, including those with developmental and physical disabilities. One of AHC's missions is to partner with local governmental agencies in support of our residents with the resources they need to be good neighbors and members of a greater community.**

**Cc: Council, Jewel Cannada-Wynn**

**Regards,**

**Dr. Abe Singh, Executive Director**





Date:  
3/28/2017

## Morris Court Park

0 100 200 400 Feet



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00251

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

REIMBURSEMENT TO CDBG FUND - PURCHASE OF 113 NORTH "C" STREET (FORMER BLOUNT SCHOOL PROPERTY)

**RECOMMENDATION:**

That City Council approve reimbursing the CDBG Fund \$295,937 based on CDBG program requirements for the purchase of the property located at 113 North "C" Street (former Blount School). Further that City Council approve the supplemental budget resolution appropriating funding for the reimbursement.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In September 2011, City Council approved the purchase of the former Blount School property located at 113 North "C" Street using Community Development Block Grant (CDBG) funds with the intention of removing dilapidated structures from the property to provide for future development opportunities in the Westside Community Redevelopment Area. In Fiscal Year 2012, with the assistance of CDBG funds from Escambia County, the two dilapidated buildings were demolished removing slum and blight on the property.

Since CDBG funds were used to purchase and improve the former Blount School property, the use of the property is dictated by CDBG program requirements as outlined in the U.S. Code of Federal Regulations Title 24, Housing and Urban Development. In order to remove the CDBG program requirements from any proposed future use of the former Blount School property, the CDBG Fund must be reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds used for the acquisition of and improvements to the property. This CDBG program requirement applies to any expenditure of CDBG funds in excess of \$25,000 used to acquire or improve property.

In January 2017, City Council declared as surplus the former Blount School property located at 113 North "C" Street and authorized the Mayor to dispose of the property through a request for proposals. The City recently received an appraisal report valuing the property at \$305,000. During acquisition and improvement of the property, the City expended \$9,063 of non-CDBG funds on the property. Therefore, in accordance with CDBG program requirements, the CDBG Fund must be reimbursed in the amount of the current fair market value of the property (\$305,000), less any portion of the value attributable to expenditures of non-CDBG funds used for

the acquisition of and improvements to the property (\$9,063) for a total amount of \$295,937 to be remitted to the CDBG program for use on other eligible projects.

**PRIOR ACTION:**

September 8, 2011 - City Council approved acquisition of the property located at 113 North "C" Street (former Blount School property).

March 22, 2012 - City Council approved the Interlocal Agreement with Escambia County providing for the CDBG assisted demolition/clearance of the former Blount School property.

June 14, 2015 - City Council approved the award of bid for the demolition/clearance of the former Blount School property.

January 12, 2017 - City Council approved declaring as surplus the property located at 113 North "C" Street (former Blount School property) and authorized the Mayor to dispose of the property through a Request for Proposals.

**FUNDING:**

Budget: \$295,937

Actual: \$295,937

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate funding for the reimbursement to the CDBG Fund for the purchase of the former Blount School.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Keith Wilkins, Assistant City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Marcie, Whitaker, Housing Administrator

**ATTACHMENTS:**

- 1) Appraisal Report 113 North "C" Street dated March 3, 2017
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Explanation

**PRESENTATION:** No



**APPRAISAL REPORT**

**OF A**

**VACANT RESIDENTIAL LAND PARCEL**

**LOCATED AT**

**113 NORTH C STREET**  
**PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32502**

**EXCLUSIVELY FOR**

**CITY OF PENSACOLA**

**CLIENT PURCHASE ORDER NUMBER: 0075553**

**AS OF**

**MARCH 3, 2017**

**BY**

**CHARLES C. SHERRILL, JR., MAI**  
**STATE - CERTIFIED GENERAL APPRAISER #RZ1665**

**410 EAST GOVERNMENT STREET**

**PENSACOLA, FLORIDA**  
**32502**



## **APPRAISAL REPORT**

*The subject property consists of a vacant residential land parcel that is located at 113 North C Street in Pensacola, Florida. The land tract represents the site of the former W. A. Blount Junior High School as the former public school improvements have been demolished and removed. The client is considering the sale of the property at a yet-undetermined price.*

*The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.*

*The subject is a vacant residential land parcel with no improvements that is not encumbered by any leases. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.*

*This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.*

**CLIENT:**

City of Pensacola  
Attention: Mr. George J. Maiberger  
Purchasing Manager  
222 West Main Street  
Pensacola, Florida 32502

**APPRAISER:** Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665  
Sherrill Appraisal Company  
410 East Government Street  
Pensacola, FL 32502

**APPRAISAL FILE NUMBER:** N217-0097

**CLIENT PURCHASE ORDER NO.:** 0075553

**PROPERTY LOCATION:** 113 North C Street, Pensacola, Escambia County,  
Florida 32502

**PROPERTY TYPE:** Vacant Residential Land Parcel

**REPORTED PROPERTY OWNER:** City of Pensacola

**TAX ACCOUNT NUMBER:** 15-2475-000

**PARCEL IDENTIFICATION NO.:** 00-0S-00-9080-001-018

**CURRENT PROPERTY  
TAX ASSESSMENT:** \$201,400; There are no unpaid property taxes as the  
current owner is exempt from real estate taxation  
based upon its governmental status.

**LEGAL DESCRIPTIONS:** Legal descriptions of the subject property obtained  
from the Escambia County Property Appraiser's  
Office and a warranty deed are presented in the  
addendum of this appraisal report.

**ZONING CLASSIFICATION:** R-1A; One and Two Family Residential

**TYPE AND DEFINITION OF VALUE:** The purpose of this appraisal is to provide the  
appraiser's best estimate of the market value of the  
subject real property as of the effective date. Market  
value is defined under 12 U.S.C. 1818, 1819 and  
title XI of the Financial Institutions Reform,  
Recovery, and Enforcement Act of 1989  
("FIRREA") as well as the Office of the  
Comptroller of the Currency, as "the most probable  
price which a property should bring in a competitive  
and open market under all conditions requisite to a  
fair sale, the buyer and seller each acting prudently  
and knowledgeably, and assuming the price is not  
affected by undue stimulus". Implicit in this  
definition is the consummation of a sale as of a  
specified date and the passing of title from seller to  
buyer under conditions whereby:

**TYPE AND DEFINITION OF  
VALUE (CONTINUED):**

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**INTENDED USER OF  
APPRAISAL REPORT:**

City of Pensacola, Planning Services Division; No other party is entitled to rely upon this report without written consent of the appraiser.

**INTENDED USE OF REPORT:**

For the sole purpose of assisting the client, City of Pensacola, Planning Services Division, in internal business decisions concerning the possible sale of the subject property.

**OWNERSHIP INTERESTS VALUED:**

Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

**DATE OF PROPERTY INSPECTION:** March 3, 2017

**EFFECTIVE DATE OF VALUE:** March 3, 2017

**DATE OF APPRAISAL REPORT:** March 10, 2017

**FINAL ESTIMATE OF VALUE:** \$305,000 (Value as is/unimproved, subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report).

## **SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:**

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject property and gathered information from the subject's neighborhood or similar competitive neighborhoods in the local area on comparable land sales. This information was applied in the Sales Comparison Approach to value the subject property as vacant.

This narrative appraisal report is the result of these processes. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

## **DESCRIPTION OF REAL ESTATE APPRAISED:**

**Location Description:** Known as the "City of Five Flags," Pensacola is the western-most city in the panhandle of Florida. Pensacola, the county seat, is located in the extreme southern portion of Escambia County. Escambia County encompasses 661 square miles of land and an additional 64,000 acres of waterways. Escambia County has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola.

According to recent (2015) statistics from the U. S. Census Bureau, there are 311,003 residents in Escambia County, which ranked 20th in county population in Florida. Escambia County's population increased at a rate of 4.5 percent in the previous 5 years, and this gradual increase is anticipated for the near-term future. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The area has a current unemployment rate of 5.1 percent, which is slightly higher than that is indicated by the state and national averages (4.9 percent and 4.6 percent, respectively).

The quality of life afforded by the mild climate and abundant recreational activities and rich history and culture is an added feature that attracts new industries to the area. The availability of office and manufacturing facilities and an educated workforce give Escambia County the ideal catalyst for future growth and prosperity. Overall, the area's moderate anticipated population growth, diversified work force, and abundance of recreational activities provide for a relatively stable near-term outlook for this metropolitan area.

**Neighborhood Description:** The subject property is located in the city limits along the periphery of the Pensacola Downtown Central Business District. This immediate vicinity is comprised of a mixed residential and commercial area. The subject neighborhood boundaries are generally defined as West Cervantes Street on the north, Palafox Street on the east, Pensacola Bay on the south, and North E Street on the west. Land uses in the general area include retail establishments, offices, restaurants, banks, auto service garages, apartments, residences, warehouses, churches, motels, condominiums, lounges, and courthouses. Overall, the neighborhood is convenient to Pensacola Bay, Downtown Pensacola, churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser.

**Summary of Local Residential Market:** After a number of years of steady growth in the local residential market (as well as other sectors), the health of the market weakened during 2006 to 2011. Demand for residential housing declined in the local market during that time period due to weakened economic conditions which resulted in an oversupply of inventory. The net result of this market weakness was an increase in vacancy rates, a decline in rental rates and values, an increase in property foreclosures, and extended marketing periods. However, the market began to stabilize in late 2011, and it has gradually increased in the past few years. It is concluded that the local market, as well as the subject property, should continue this slight improvement trend in the foreseeable future.

**Property Description:** The subject property represents an entire city block as it is bound by North C, North D, West Gregory, and West Chase Streets. The property is situated adjacent to numerous residential properties. The subject parcel is rectangular in shape. The site has 384 feet of frontage on the west side of North C Street, 384 feet of frontage on the east side of North D street, 300 feet of frontage of the north side of West Chase Street, and 300 feet of frontage on the south side of West Gregory Street. According to the Escambia County Property Appraiser's Office, the property contains 2.65 acres. These equate by calculation to a land area of 115,434 square feet.

The property is fairly level and appears to have satisfactory drainage. The public utilities available to the site are considered to be adequate. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map #12033C0390G).

All of the subject's fronting roads are two-laned roadways in front of the subject. Overall access and visibility of the property are concluded to be adequate.

The property is zoned R-1A; Single-Family Residential Medium Density under the zoning ordinances of the City of Pensacola. Specific uses that are permitted within this classification generally include single-family detached dwellings and their customary accessory structures and uses, residential duplexes, schools, churches, home occupations, and municipally owned parks. There are other uses which require conditional approval for usage including bed and breakfasts, and childcare facilities. Additionally, certain front, side, and rear yard setbacks are required. The minimum lot size for single-family detached residences within this zoning district is 3,500 square feet, and the maximum building density is 17.4 units per acre. These equate to a total of 32 units ( $115,434 \text{ square feet} / 3,500 \text{ square feet} = 32.9$ , rounded) and 46 units ( $2.65 \text{ acres} \times 17.4 \text{ units/acre} = 46.1$ , rounded), respectively, for the subject parcel. However, the subject parcel is currently platted as 30 individual lots with an average size of 3,848 square feet. The property has a Future Land Use Classification of MDR.

## **SALES HISTORY OF SUBJECT PROPERTY:**

According to the public records, the subject property was acquired by the current owner (City of Pensacola) in September of 2011. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. The subject client is considering the possible sale of the property at a yet-undetermined price.

## **HIGHEST AND BEST USE:**

Highest and best use may be defined as “The reasonable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” The first determination (highest and best use of land as though vacant) reflects the fact that the land value is derived from potential land use. The second determination (highest and best use of property as improved) refers to the optimum use that could be made of the property considering the existing structures, when applicable. The analysis of the highest and best use of the subject property as vacant is presented below.

**Highest and best use as vacant.** The legally permissible uses of the subject site include single-family detached dwellings and their customary accessory structures and uses, residential duplexes, schools, churches, home occupations, and municipally owned parks. These land uses are generally compatible with other property types in the subject neighborhood. The potential for a zoning change appears to be unlikely.

The subject is comprised of a 2.65-acre land parcel with adequate shape, frontage on four paved roads, and level topography. There are generally no physical limitations on developable alternatives of the subject such that each of the legally permissible uses are physically possible. Based upon the size and physical characteristics, the zoning, the neighborhood and local market conditions, and the location of the subject parcel, a multiple-lot residential use is concluded to be financially feasible. Additionally, the maximally productive and highest and best use of the subject site as vacant is concluded to be a multiple-lot residential use.

## **APPRAISAL PROCESS:**

The three traditional approaches to estimate the value of the income-producing properties are the Cost Approach, the Sales Comparison Approach (formerly called the Market Approach), and the Income Capitalization Approach. All three approaches are based upon the basic principle of substitution, which affirms that a prudent buyer will not pay more for a property than the cost of an equally desirable site plus the cost to construct a similar building (Cost Approach), the cost to acquire a competing property which is equal in desirability and utility (Sales Comparison Approach), or the cost to acquire a substitute income stream of equal quantity, quality, and durability (Income Capitalization Approach).

Based upon the subject property’s being comprised of a vacant land parcel, the Cost and Income Capitalization Approaches were not considered to be appropriate for this valuation. Accordingly, the appraiser did not perform these two particular approaches to value the subject property. The subject property is a vacant commercial land parcel with no structures or long-term leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Lastly, this appraisal process is concluded to be adequate based upon the intended use of this appraisal. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.



## SUMMARY OF LAND VALUATION ANALYSIS:

A summary of the data pertaining to vacant land sales considered to be similar to the subject is presented below. Detailed information pertaining to each of these comparables, aerial photographs and site plans, and a location map are presented at the conclusion of this appraisal report. It should be noted that the search for comparables was expanded to include the sale of smaller land parcels within commercial zoning districts given the lack of recent sales of similar residential land parcels in the local area.

COMP. NO.	RECORD NO.	LOCATION	DATE OF SALE	SALE PRICE	ACRES	PRICE/ACRE
1	7606	2322 North E Street	12/08/16	\$52,900	0.77	\$68,701.30
2	7603	3808 Mobile Highway	06/09/16	\$275,000	3.09	\$88,996.76
3	7427	2301 West Navy Boulevard	11/20/15	\$240,000	2.33	\$103,004.29
4	7654	220 North Devilliers Street	03/15/16	\$211,100	0.93	\$226,989.25

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 0.77 to 3.09 acres, which is generally smaller than the size of the subject. All are suitable for a variety of commercial and residential types of uses. Each is located throughout the general subject area. These comparables range in price from \$52,900 to \$275,000, which equates to a broad unit price of \$68,701 to \$226,989 per acre.

Various price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, land size, shape, access/road frontage, topography, utilities availability, and zoning when compared to the subject. A summary of the varying characteristics of the comparables, relative to the subject, and related price adjustments is presented below.

### Property Rights Conveyed

All of the comparables involve transactions which conveyed fee simple title in the respective properties. This is consistent with that of the subject, so no price adjustments were considered necessary for this element of comparison.

### Atypical Financing Terms

Each comparable consisted of a purchase arrangement of cash to the seller or financing equivalent to market terms. Since the appraisal of the subject property is based upon cash or its equivalent terms, no price adjustment was made for this feature.

### Conditions of Sale

All of the comparables are concluded to be based upon arm's length transaction without undue duress or influence. Accordingly, no price adjustments were deemed necessary for conditions of sale.

### Market Conditions (Time)

The comparable sales were transacted between November, 2015 and December, 2016. When compared to the subject, small upward unit price adjustments were considered to be necessary to all but Comparable No. 1 to account for the slightly improved local market conditions that have occurred since these sales were transacted.

### Location

Each of the comparables is considered to have locational attributes that are dissimilar to the subject. Accordingly, varying unit price adjustments were made to all of the comparables for location when compared to the subject. The largest of these adjustments were made to Comparable Nos. 1 and 2 based upon their highly inferior locations on North E Street and Mobile Highway, respectively.

### Land Size

The land sizes of the comparables range from 0.77 to 3.09 acres. When compared to the 2.65-acre size of the subject, downward unit price adjustments were made to Comparable Nos. 1 and 4 for this characteristic in this analysis.

### Shape of Parcel

The parcel shapes of all but Comparable No. 3 were concluded to be generally similar to that of the subject. However, the shape of Comparable No. 3 was deemed to be slightly inferior to that of the subject. Accordingly, a small upward unit price adjustment was concluded to be necessary to this comparable for this element of comparison.

### Access/Road Frontage

Based upon the subject's frontage on four roads, the access/road frontage of each of the comparables was deemed to be inferior to that of the subject. Accordingly, upward adjustments were made to all of the comparables based upon their inferior road frontage.

### Topography

No price adjustments were considered necessary to the comparables based upon their having similar topographies.

### Utilities Availability

The availability of utilities to each of the comparables was deemed to be generally similar to that of the subject. Accordingly, no price adjustments were concluded necessary for this element of comparison.

### Zoning

The zoning classifications of each comparable were considered to be superior to the R-1A district of the subject. Accordingly, downward unit price adjustments were made to all of the comparables for zoning.

After the above adjustments were made to the unit prices of the comparables, the indicated value range for the subject is \$79,006 to \$140,279 per acre. However, all but one reflect the upper end of this adjusted unit price range. It should be noted that this indicated value range is the result of substantial price adjustments that were considered appropriate based upon the highly differing physical characteristics of the comparable properties when compared to the subject.

In placing equal weight on each of the sales, a unit value towards the middle to upper end of the above range is concluded to be appropriate for the subject. Therefore, a value of \$115,000 per acre is estimated for this valuation. This concluded unit value is well-bracketed by the unadjusted unit price range of the comparables, which is considered to be reasonable based upon property characteristics and current market conditions.

The estimated value of the subject property from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

$$\begin{array}{rclclcl} 2.65 \text{ ACRES} & \times & \$115,000/\text{ACRE} & = & \$304,750 \\ & & \text{ROUNDED:} & & \underline{\underline{\$305,000}} \end{array}$$

The above total land value estimate equates to \$2.64 per square foot of land area. Although it exceeds the total sales price range of \$52,900 to \$275,000 that is indicated by the above comparables, it is concluded to be reasonable based primarily upon the generally smaller size of the comparables, relative to the subject property. Furthermore, it equates to \$10,167 per platted home site, which is considered to be reasonable based upon the shape/configuration and extensive road frontage of the subject parcel.

c17-0097L

**SUMMARY OF LAND SALES ADJUSTMENTS**

	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	7606	7603	7427	7654
Total Sales Price	\$52,900	\$275,000	\$240,000	\$211,100
Land Size (Acres)	0.77	3.09	2.33	0.93
Price Per Acre	\$68,701.30	\$88,996.76	\$103,004.29	\$226,989.25
<u>Price Adjustments</u>				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	\$68,701.30	\$88,996.76	\$103,004.29	\$226,989.25
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	\$68,701.30	\$88,996.76	\$103,004.29	\$226,989.25
Conditions of Sale	0%	0%	0%	0%
Adjusted Unit Price	\$68,701.30	\$88,996.76	\$103,004.29	\$226,989.25
Market Conditions (Time)	0%	2%	3%	3%
Adjusted Unit Price	\$68,701.30	\$90,776.70	\$106,094.42	\$233,798.92
<u>Adjustments- Physical Characteristics</u>				
Location	25%	25%	20%	-25%
Size of Land	-10%	--	--	-10%
Shape of Parcel	--	--	5%	--
Access/Road Frontage	10%	15%	10%	5%
Topography	--	--	--	--
Easements/Developability	--	--	--	--
Utilities Availability	--	--	--	--
Zoning	-10%	-10%	-10%	-10%
Other Features	--	--	--	--
Cumulative Adjustments	15%	30%	25%	-40%
Adjusted Price Per Acre	\$79,006.49	\$118,009.71	\$132,618.03	\$140,279.35

## RECONCILIATION AND VALUE CONCLUSION:

For this valuation of the subject vacant land parcel, only the Sales Comparison Approach was performed. In doing so, the market value of the fee simple title in the subject property as of March 3, 2017, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$305,000. **As mentioned, this appraisal was prepared for the exclusive use of City of Pensacola.**

Exposure time is defined by USPAP as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The previously-presented comparable sales were on the market between 17 to 1,464 days (0.6 to 48.8 months) before being sold. Based upon the subject's property type, overall characteristics, and concluded marketability, its estimated exposure time is concluded to have been approximately 6 to 12 months. Similarly, the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is projected to be approximately 6 to 12 months.

Attached are assumptions and limiting conditions of this appraisal, the certification of the appraiser, a copy of the appraiser's state certification, subject photographs, location maps, a legal description, a warranty deed of the subject property, a plot plan, a site plan, an aerial photograph, a flood zone map, zoning maps, comparable land sales summary sheets, site plans and aerial photographs, a comparable land sales location map, and the appraiser's professional qualifications.

## **ASSUMPTIONS AND LIMITING CONDITIONS:**

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.
2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.
3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
4. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.
5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

6. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover such conditions.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made by the appraiser for the purpose of this report.
13. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.



15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **City of Pensacola** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
21. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client and not to subsequent users of the appraisal.
22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
23. The appraiser certifies that he has no debt relationship with **City of Pensacola**.

24. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.
25. This valuation is contingent upon a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.

**EXTRAORDINARY APPRAISAL ASSUMPTIONS:**

There are no extraordinary assumptions of this appraisal.

**HYPOTHETICAL CONDITIONS OF THE APPRAISAL:**

There are no hypothetical conditions of this appraisal.

## **CERTIFICATION OF THE APPRAISER**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property (as vacant land) that is the subject of this appraisal report.
- I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. I conclude that I have no conflict of interest in performing this appraisal assignment for the client.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs for designated members of the Appraisal Institute, and of the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.

A handwritten signature in blue ink, appearing to read 'Charles C. Sherrill, Jr.', followed by a stylized flourish or second signature.

---

Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665



# State of Florida

Department of Business & Professional Regulation  
2601 BLAIR STONE ROAD  
TALLAHASSEE, FL 32399-0783

10/13/2016

SHERRILL, CHARLES C JR PA  
410 E GOVERNMENT ST  
PENSACOLA, FL 32502

## ***LICENSURE CERTIFICATION***

For Florida Licensee: SHERRILL, CHARLES C JR PA

License Number: RZ1665

License Type: Certified General Appraiser

Current License Status: Current, Active

Date of License Expiration: 11/30/2018

Date of Initial License: 01/25/1993

### EDUCATION:

Licensee has met minimal Real Estate Certified General Appraiser criteria for education.

### EXPERIENCE:

Licensee has met minimal Real Estate Certified General Appraiser criteria for experience.

### EXAMINATION:

Licensee has successfully completed a Real Estate Certified General Appraiser approved examination.  
General Appraiser Exam - General Appraiser Exam: 01/25/1993

Verify license status and discipline online at

<https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=9d1cba358650509cbb6a0e1c8a3cc33d>

Juana Watkins  
Director  
Florida Department of Business and Professional Regulation  
Florida Division of Real Estate  
Florida Real Estate Appraisal Board



**PHOTOGRAPHS OF SUBJECT PROPERTY**



Front View of Subject Property (From North C Street)



View of Subject Property From West Chase Street

**PHOTOGRAPHS OF SUBJECT PROPERTY**

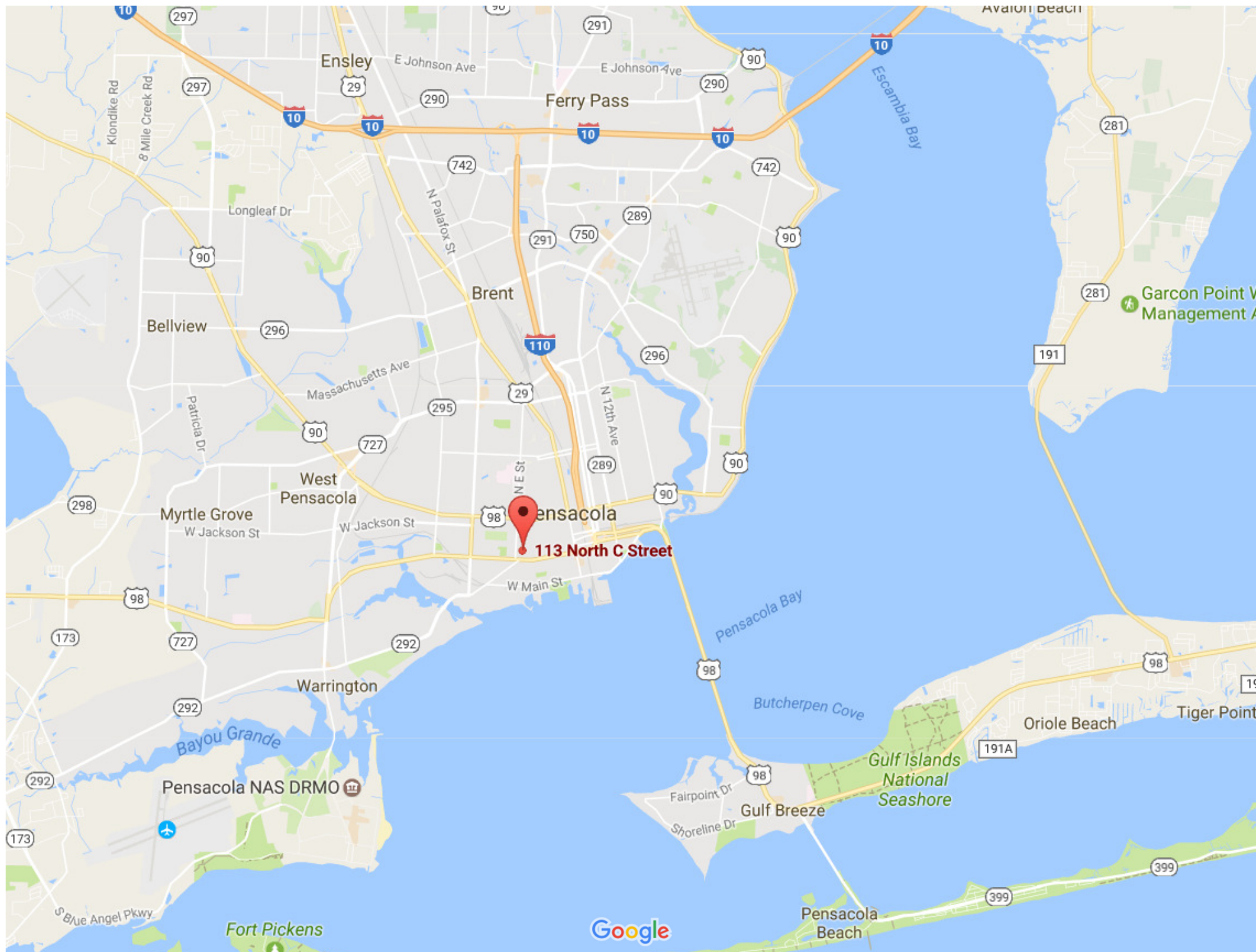


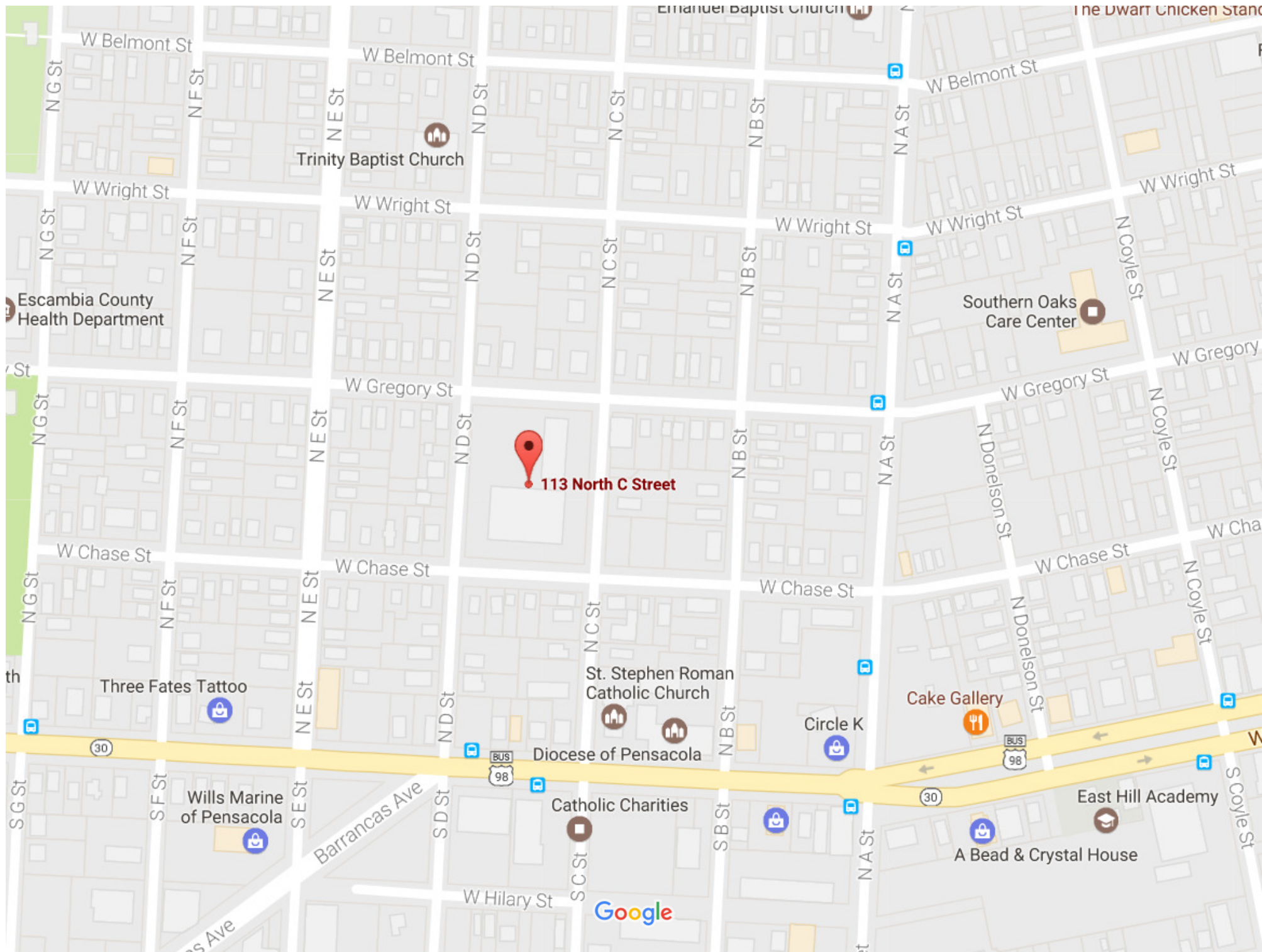
Interior View of Subject Parcel



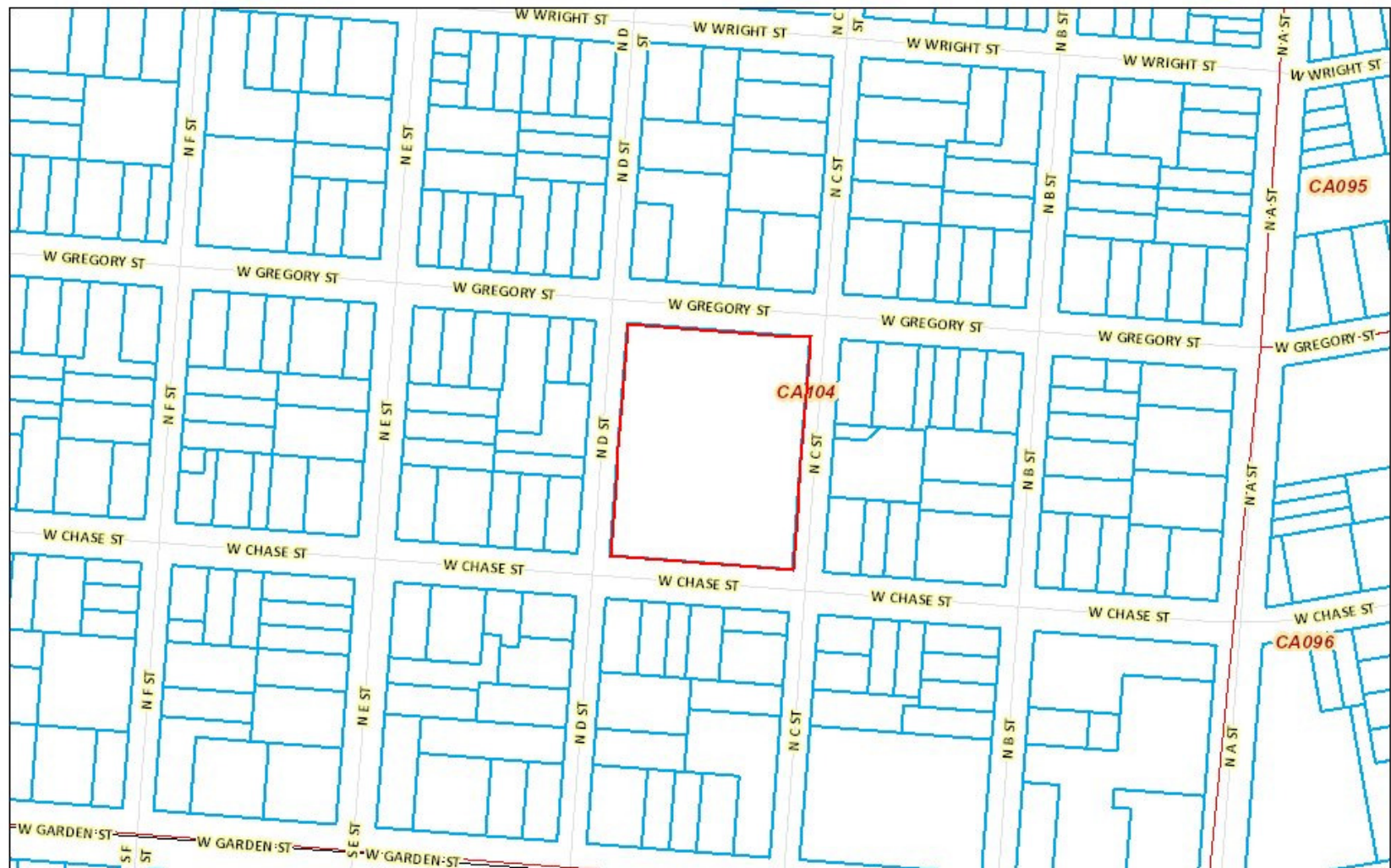
Subject Street Scene From North C Street











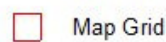




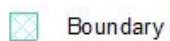
March 6, 2017

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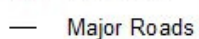
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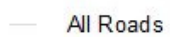
Map Grid



Boundary



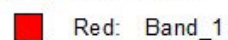
Major Roads



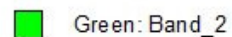
All Roads



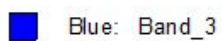
Property Line



Red: Band\_1

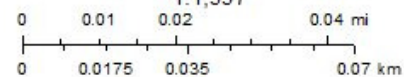


Green: Band\_2



Blue: Band\_3

1:1,357

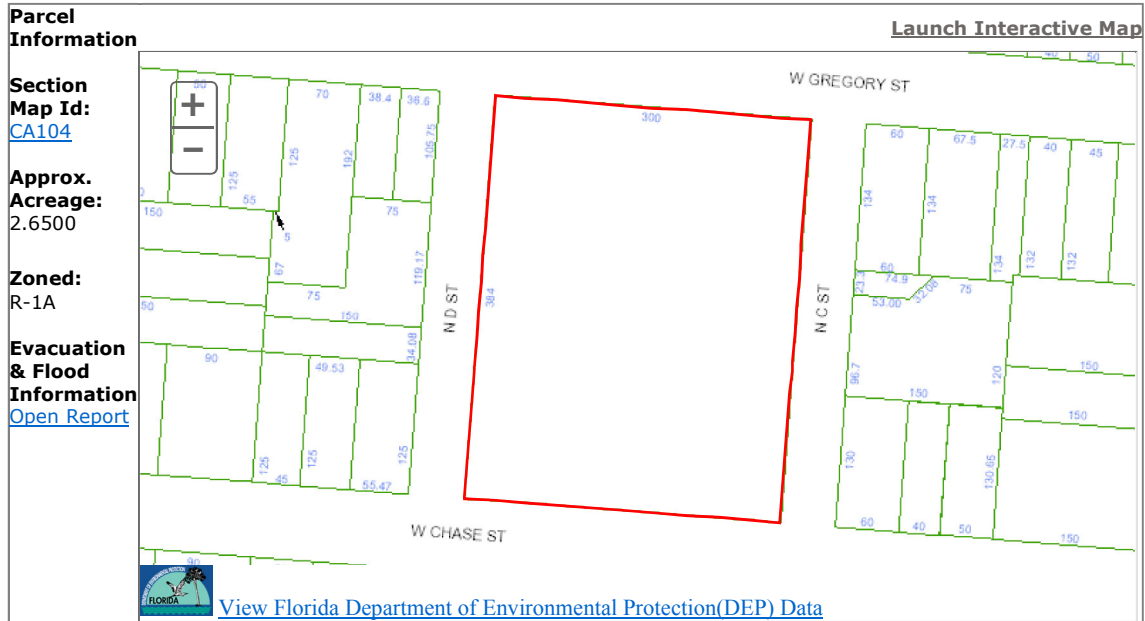


Source: Escambia County Property Appraiser

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<b>General Information</b>						<b>Assessments</b>					
<b>Reference:</b>	000S009080001018					<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b><a href="#">Cap Val</a></b>	
<b>Account:</b>	152475000					2016	\$201,400	\$0	\$201,400	\$201,400	
<b>Owners:</b>	PENSACOLA CITY OF					2015	\$201,400	\$0	\$201,400	\$201,400	
<b>Mail:</b>	PO BOX 12910 PENSACOLA, FL 32521					2014	\$201,400	\$0	\$201,400	\$201,400	
<b>Situs:</b>	113 N C ST 32502					<a href="#">Disclaimer</a>					
<b>Use Code:</b>	VACANT COMMERCIAL					<a href="#">Amendment 1/Portability Calculations</a>					
<b>Taxing Authority:</b>	PENSACOLA CITY LIMITS					<a href="#">File for New Homestead Exemption Online</a>					
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>										
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector											
<b>Sales Data</b>						<b>2016 Certified Roll Exemptions</b>					
<b>Sale Date</b>	<b>Book</b>	<b>Page</b>	<b>Value</b>	<b>Type</b>	<b>Official Records (New Window)</b>	MUNICIPAL OWNED					
09/20/2011	6768	1095	\$225,000	WD	<a href="#">View Instr</a>	<b>Legal Description</b>					
10/2004	5503	28	\$400,000	WD	<a href="#">View Instr</a>	LTS 1 TO 30 BLK 18 MAXENT TRACT OR 6768 P 1095					
09/1996	4058	934	\$5,000	QC	<a href="#">View Instr</a>	CA 104					
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						<b>Extra Features</b>					
						None					



18.50  
1575.00  
1593.50

Prepared by and return to:  
Deedra L. Lamy  
Emerald Coast Title, Inc.  
811 N. Spring Street  
Pensacola, FL 32501  
850-434-3223  
File Number: 11-7524

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 20th day of September, 2011 between **Blount Redevelopment, LLC** whose post office address is **7465 N. Palafox Street, Pensacola, FL 32503**, grantor, and **City of Pensacola** whose post office address is **222 West Main Street, Pensacola, FL 32502**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

**Lots 1 to 30, both inclusive, Block 18, Maxent Tract, City of Pensacola, Florida, according to the map of said city copyrighted by Thomas C. Watson in 1906.**

**Parcel Identification Number: 000S00-9080-001-018**

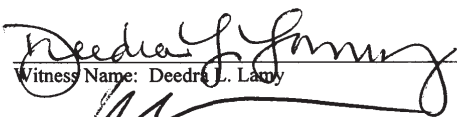
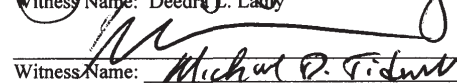
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

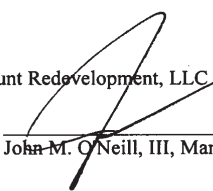
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2010**.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Name: Deedra L. Lamy  
  
Witness Name: Michael D. T. Smith

Blount Redevelopment, LLC

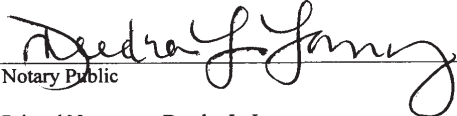
By:   
John M. O'Neill, III, Managing Member

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 20th day of September, 2011 by John M. O'Neill, III, Managing Member of Blount Redevelopment, LLC. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: Deedra L. Lamy

My Commission Expires: April 2, 2012



## Abutting Roadway Maintenance

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**ATTENTION:** Pursuant to Escambia County Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to Buyers whether abutting roadways will be maintained by Escambia County, and if not what person or entity will be responsible for maintenance. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.


Name of Roadway: 113 North C Street, Pensacola, FL 32502

THE COUNTY ( ) HAS ACCEPTED ( x ) HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE.

If not, it will be the responsibility of **City of Pensacola** to maintain, repair and improve the road.

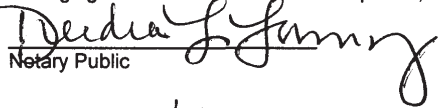
This form completed by:

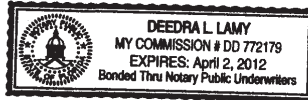
Michael D. Tidwell, Attorney  
811 North Spring Street  
Pensacola, Florida 32501


  
\_\_\_\_\_  
John M. O'Neill, III, Managing Member of Blount Redevelopment, LLC Date 9/ 20/ 2011

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of September, 2011 by John M. O'Neill, III, Managing Member of Blount Redevelopment, LLC who has produced a driver's license as identification.

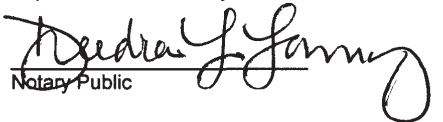
  
\_\_\_\_\_  
Notary Public



  
\_\_\_\_\_  
William Reynolds, City Administrator of City of Pensacola Date 9/ 20/ 2011

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of September, 2011 by William Reynolds, City Administrator of City of Pensacola who has produced a driver's license as identification.

  
\_\_\_\_\_  
Notary Public





ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
15-2475-000		SEE BELOW	16	000S009080001018

2016 Property Taxes

113 N C ST

PENSACOLA CITY OF  
 PO BOX 12910  
 PENSACOLA, FL 32521

LTS 1 TO 30 BLK 18 MAXENT TRACT OR  
 6768 P 1095 CA 104

OFFICE  
 (850) 438-6500  
 Ext. 3252

**AD VALOREM TAXES**

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	201,400	201,400	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2100	201,400	201,400	0	0.00
BY STATE LAW	4.6660	201,400	201,400	0	0.00
PENSACOLA	4.2895	201,400	201,400	0	0.00
WATER MANAGEMENT	0.0366	201,400	201,400	0	0.00
M.S.T.U. LIBRARY	0.3590	201,400	201,400	0	0.00
<b>TOTAL MILLAGE</b>					<b>18.1776</b>
<b>AD VALOREM TAXES</b>					<b>\$0.00</b>

KEEP

RETAIN THIS  
 PORTION  
 FOR  
 YOUR  
 RECORDS

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	RATE	AMOUNT
<b>NON-AD VALOREM ASSESSMENTS</b>		<b>\$0.00</b>

PLEASE  
 PAY ONE  
 AMOUNT  
 SHOWN IN  
 YELLOW  
 SHADED  
 AREA

**COMBINED TAXES AND ASSESSMENTS**

\$0.00

**PAY ONE  
 AMOUNT**

See reverse side for  
 important information

<b>If Paid By</b> Please Pay	<b>Nov 30, 2016</b> \$0.00				
---------------------------------	-------------------------------	--	--	--	--

AMOUNT  
 DUE  
 IF PAID  
 BY

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
15-2475-000		SEE ABOVE	16	000S009080001018

2016 Property Taxes

113 N C ST

PENSACOLA CITY OF  
 PO BOX 12910  
 PENSACOLA, FL 32521

LTS 1 TO 30 BLK 18 MAXENT TRACT OR 6768  
 P 1095 CA 104

CURRENT  
 YEAR  
 TAXES  
 BECOME  
 DELINQUENT  
 APRIL 1

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312

(850) 438-6500 Ext. 3252

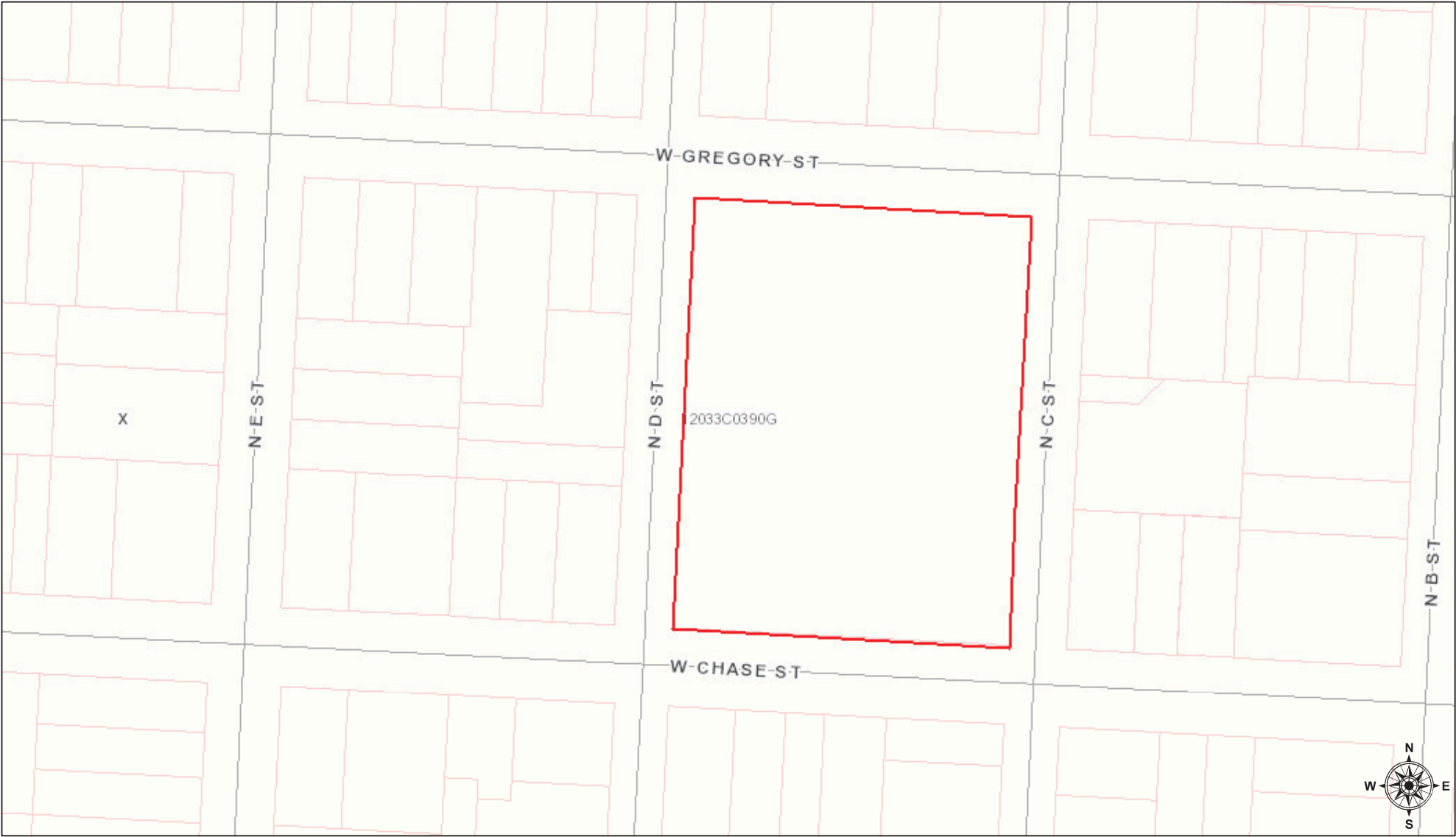
<b>If Paid By</b> Please Pay	<b>Nov 30, 2016</b> \$0.00				
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RETURN WITH  
 PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE

RETURN

FLOOD MAP



March 6, 2017

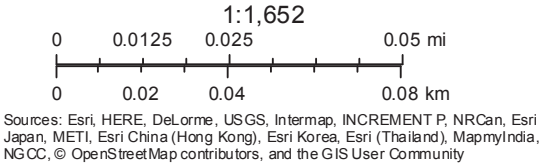
**polygonLayer**

**Streets**

Override 1

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL

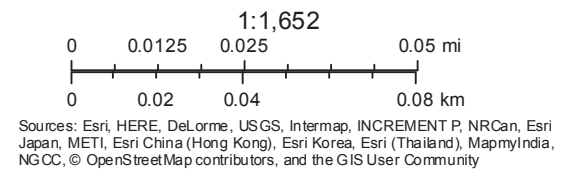
- COLLECTOR
- LOCAL ROAD
- Parcels
- Rivers, Creeks, and Streams



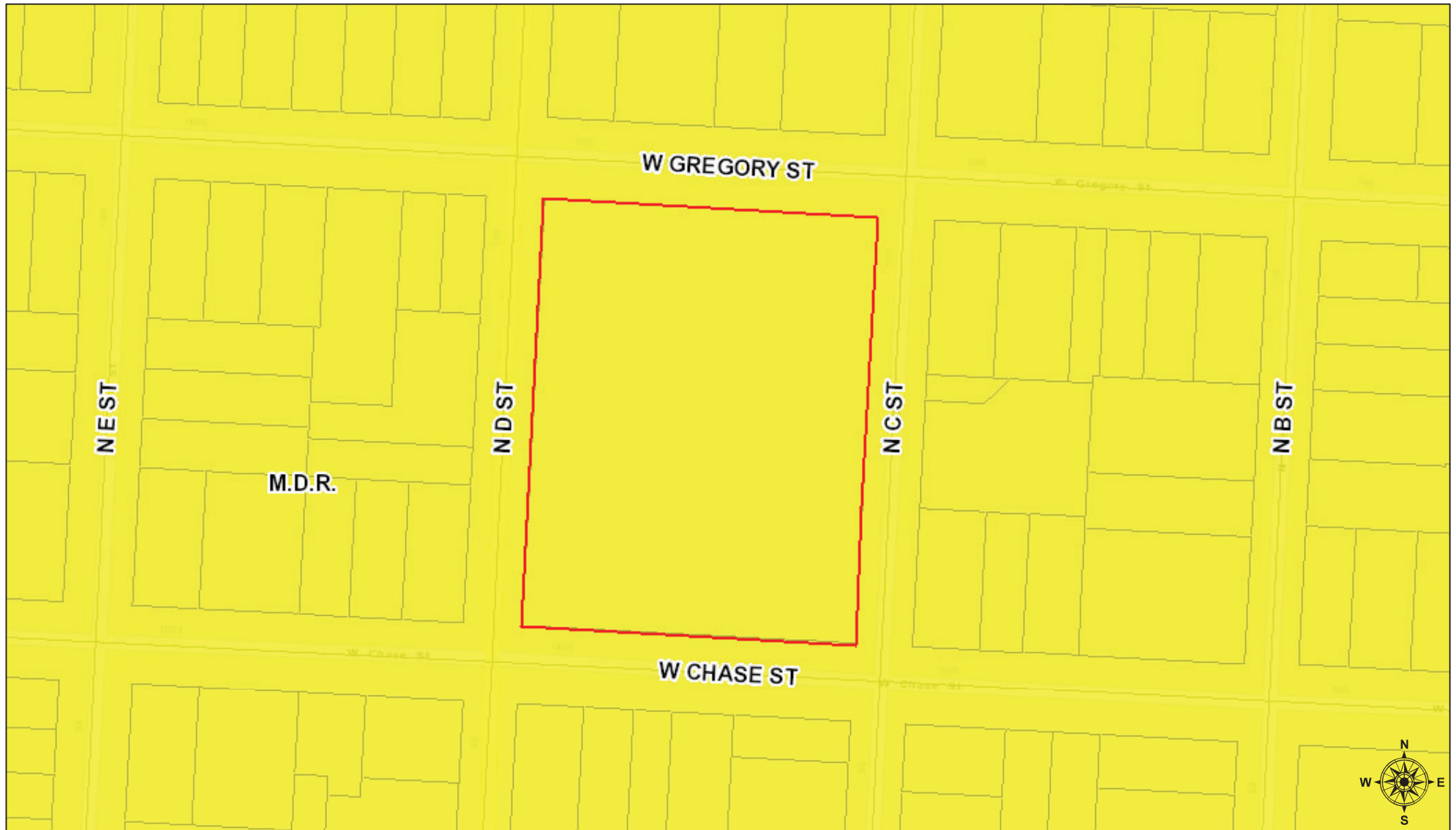
# ZONING



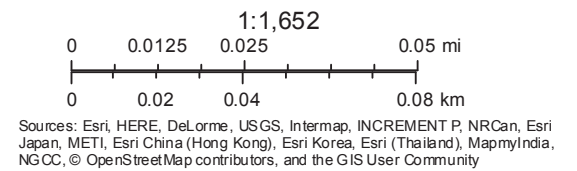
March 6, 2017



# FUTURE LAND USE

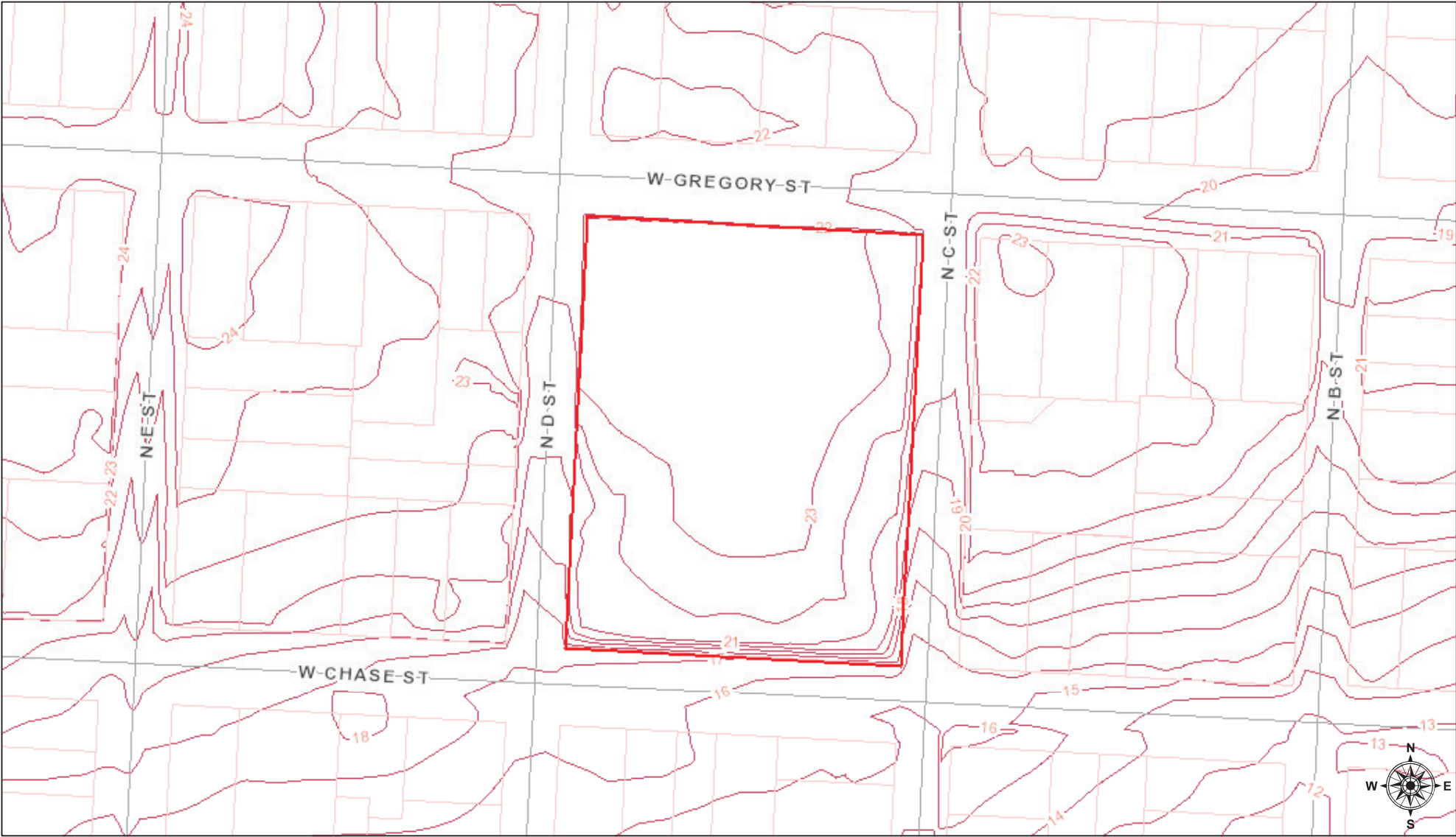


March 6, 2017





# CONTOURS



March 6, 2017

**polygonLayer**

**Streets**

Override 1

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL



COLLECTOR



LOCAL ROAD



Parcels

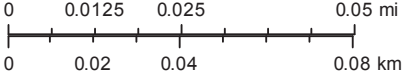


Contours - Elevation



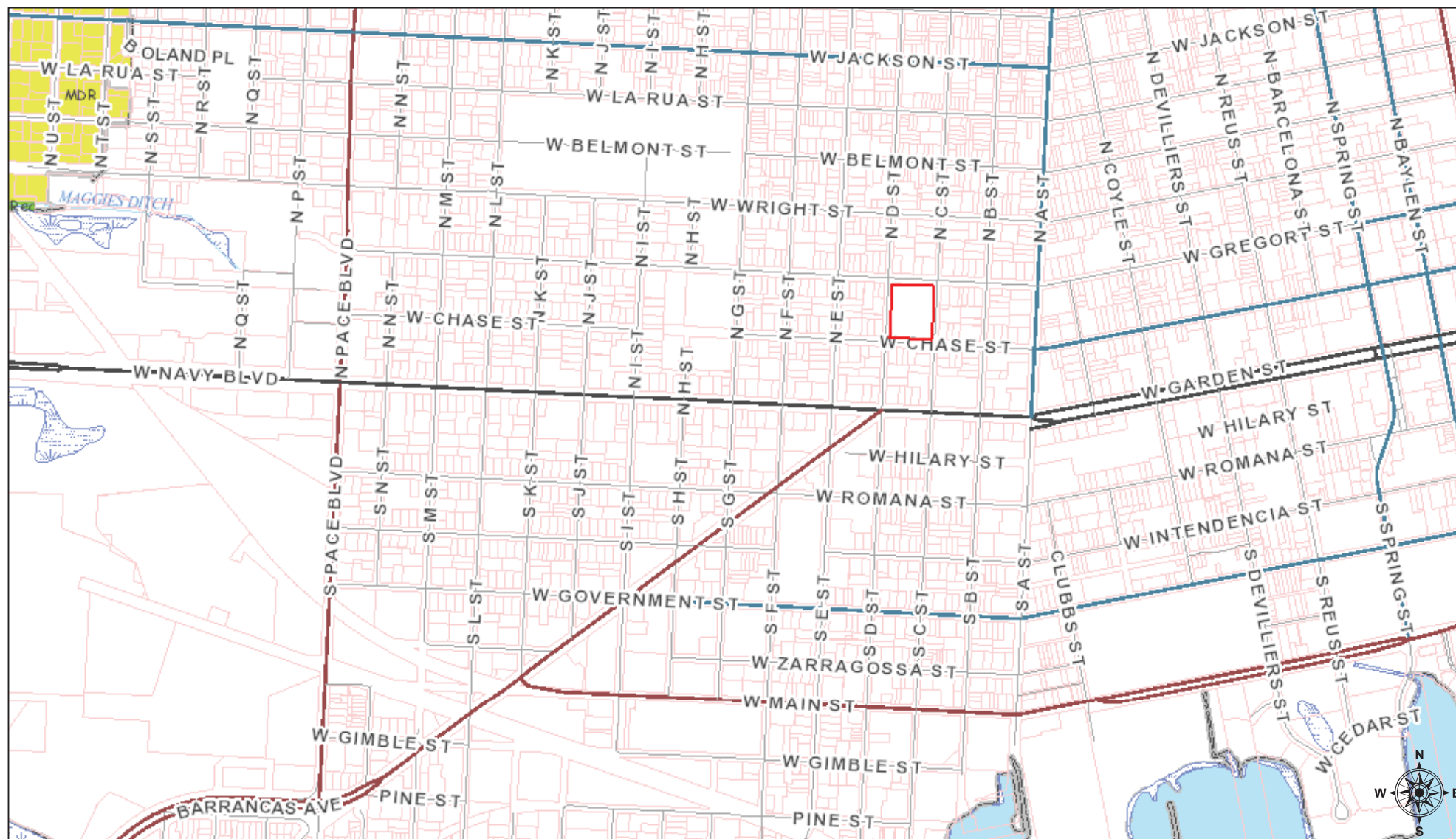
Rivers, Creeks, and Streams

1:1,652



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

## WETLANDS



March 6, 2017

**polygonLayer**

## Streets

### Override 1

— PRINCIPAL ARTERIAL

— MINOR ARTERIAL

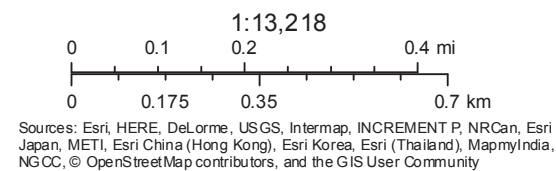
— COLLECTOR

— LOCAL ROAD

Parcels

## Rivers, Creeks, and Streams

Wetlands



### COMPARABLE LAND SALE

COMPARABLE NO.: 1 RECORD NUMBER: 7606

CLASSIFICATION: COMMERCIAL LAND

DATE: 12/06/2016 (PER DEED)

LOCATION: 2322 NORTH E STREET, PENSACOLA, FLORIDA

SALES PRICE: \$52,900

GRANTOR: MARCUS DWIGHT AND LARQUETTA V. HILL  
GRANTEE: THE SCHOOL BOARD OF ESCAMBIA COUNTY,  
FLORIDA

REFERENCE: OR 7634 PAGE 652; MLS #500797

BRIEF LEGAL DESCRIPTION: LOTS 1 TO 8, BLOCK 28, ENGLEWOOD HEIGHTS,  
ESCAMBIA COUNTY, FLORIDA

TERMS: CASH TO SELLER  
ZONING: COM; COMMERCIAL  
HIGHEST AND BEST USE: RETAIL OR OFFICE/WAREHOUSE

LAND SIZE: 33,600 SQ. FT. (0.77 ACRE)  
FRONT FEET: 140 FT.

LAND UNIT PRICES:  
PER SQUARE FOOT: \$1.57  
PER ACRE \$68,701  
PER FRONT FOOT: \$377.86

#### REMARKS:

- SHERRILL APPRAISAL COMPANY FILE #16-240
- PARCEL IS LOCATED AT THE SOUTHEAST CORNER OF NORTH E AND WEST YONGE STREETS.
- PROPERTY IS LISTED FOR SALE WITH KELLER WILLIAMS REALTY GULF COAST AT A PRICE OF \$70,000 (MLS #500797). PROPERTY WAS ON THE MARKET FOR 17 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES SHERRILL, JR., MAI WITH DAN ZIMMERN (BROKER) WITH SCROGGINS III REALTY.
- PARCEL I.D. #: 18-2S-30-6000-010-028
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.





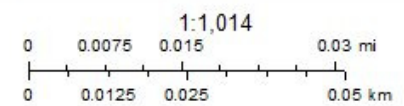
March 8, 2017

**polygonLayer**

Boundary

Override 1

Map Grid





March 8, 2017

**polygonLayer**

Override 1

Map Grid

Boundary

Major Roads

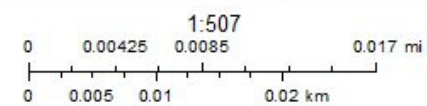
All Roads

Property Line

Red: Band\_1

Green: Band\_2

Blue: Band\_3



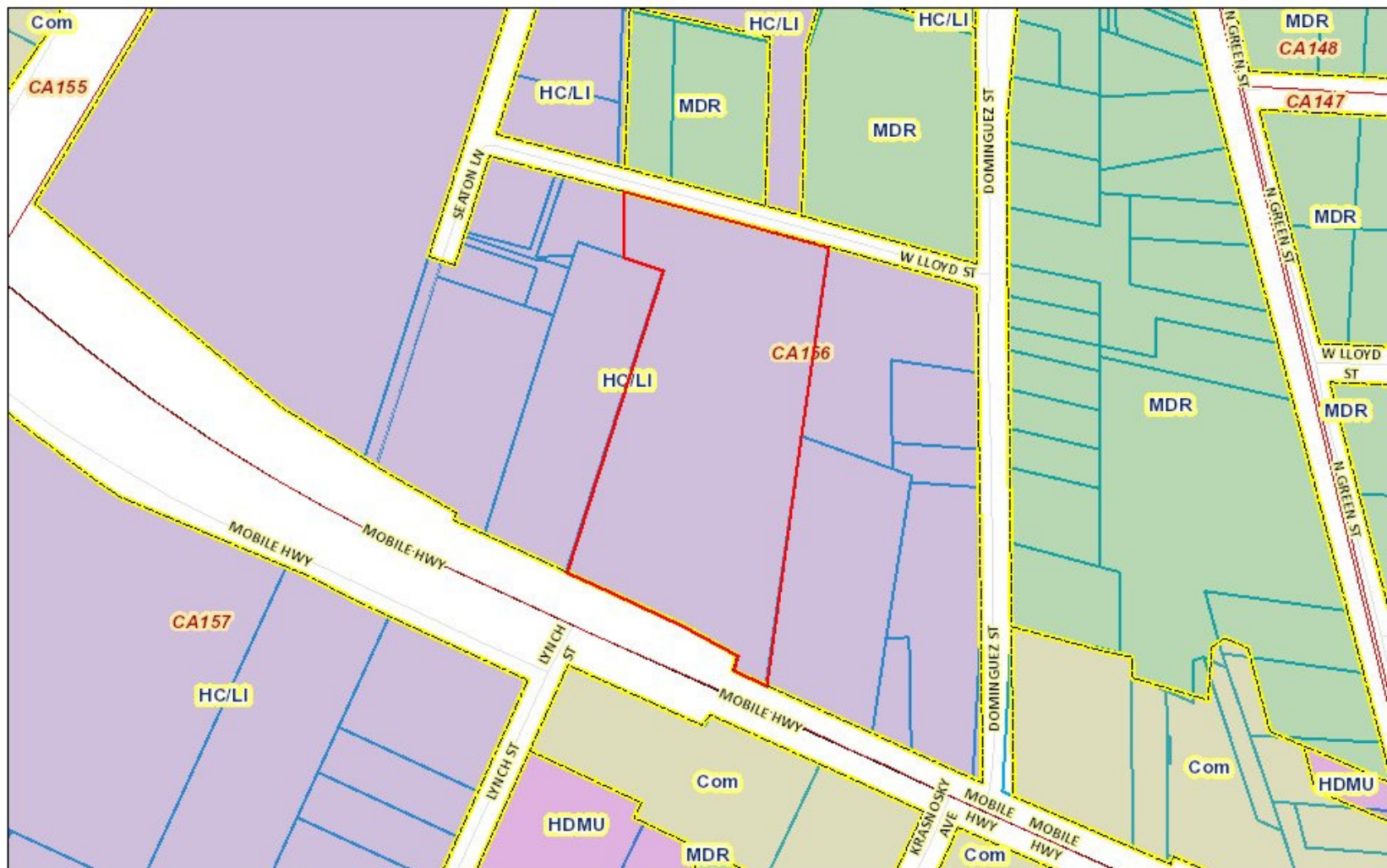
## COMPARABLE LAND SALE

COMPARABLE NO.:	2	RECORD NUMBER: 7603
CLASSIFICATION:	COMMERCIAL LAND	
DATE:	6/9/2016	
LOCATION:	3808 MOBILE HIGHWAY, PENSACOLA, FLORIDA	
SALES PRICE:	\$275,000	
GRANTOR:	PENSACOLA SUPERIOR STORAGE, LLC	
GRANTEE:	UNKNOWN (DEED NOT RECORDED)	
REFERENCE:	GCMLS #2186866	
BRIEF LEGAL DESCRIPTION:	PORTION OF SECTION 34-2S-30; ESCAMBIA COUNTY, FLORIDA	
TERMS:	CASH TO SELLER	
ZONING:	HC/LI; HEAVY COMMERCIAL AND LIGHT INDUSTRIAL	
HIGHEST AND BEST USE:	OFFICE/WAREHOUSE	
LAND SIZE:	3.09 ACRES	
FRONT FEET:	292 FT.	
<u>LAND UNIT PRICES:</u>		
PER ACRE:	\$88,996.76	
PER FRONT FOOT:	\$941.78	

### REMARKS:

- PARCEL IS LOCATED ON THE NORTH SIDE OF MOBILE HIGHWAY, WEST OF NORTH GREEN STREET.
- PROPERTY WAS LISTED FOR SALE WITH NBI PROPERTIES, INC. AT A PRICE OF \$275,000 (GCMLS #2186866). PROPERTY WAS ON THE MARKET FOR 650 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES SHERRILL, JR., MAI WITH CRAIG BARRETT (BROKER) OF NBI PROPERTIES, INC.
- PARCEL I.D. #: 34-2S-30-0610-001-061
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.





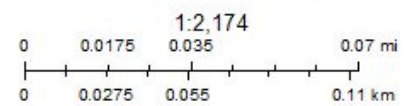
March 8, 2017

**polygonLayer**

Override 1

Map Grid

Boundary







March 8, 2017

**polygonLayer**

Override 1

Map Grid



Boundary



Major Roads



All Roads



Property Line



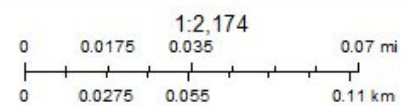
Red: Band\_1



Green: Band\_2



Blue: Band\_3



### **COMPARABLE LAND SALE**

COMPARABLE NO.: 3 RECORD NUMBER: 7427

CLASSIFICATION: COMMERCIAL LAND

DATE: 11/20/2015

LOCATION: 2301 WEST NAVY BOULEVARD, PENSACOLA, FLORIDA

SALES PRICE: \$240,000

GRANTOR: PACE AND GARDEN MINI STORAGE, LLC  
GRANTEE: WILLIAM ANDREW HINSON, TRUSTEE OF TRUST B  
ESTABLISHED UNDER THE REVOCABLE LIVING  
TRUST AGREEMENT OF NANCY PLEITZ HINSON

REFERENCE: OR 7445 PAGE 1378; GCMLS #2155906

BRIEF LEGAL DESCRIPTION: PORTION OF BLOCK 2, AND LOTS 1-6, BLOCK 3,  
PETTERSEN ADDITION, ESCAMBIA COUNTY,  
FLORIDA

TERMS: CASH TO SELLER  
ZONING: C-3; COMMERCIAL  
HIGHEST AND BEST USE: OFFICE/WAREHOUSE

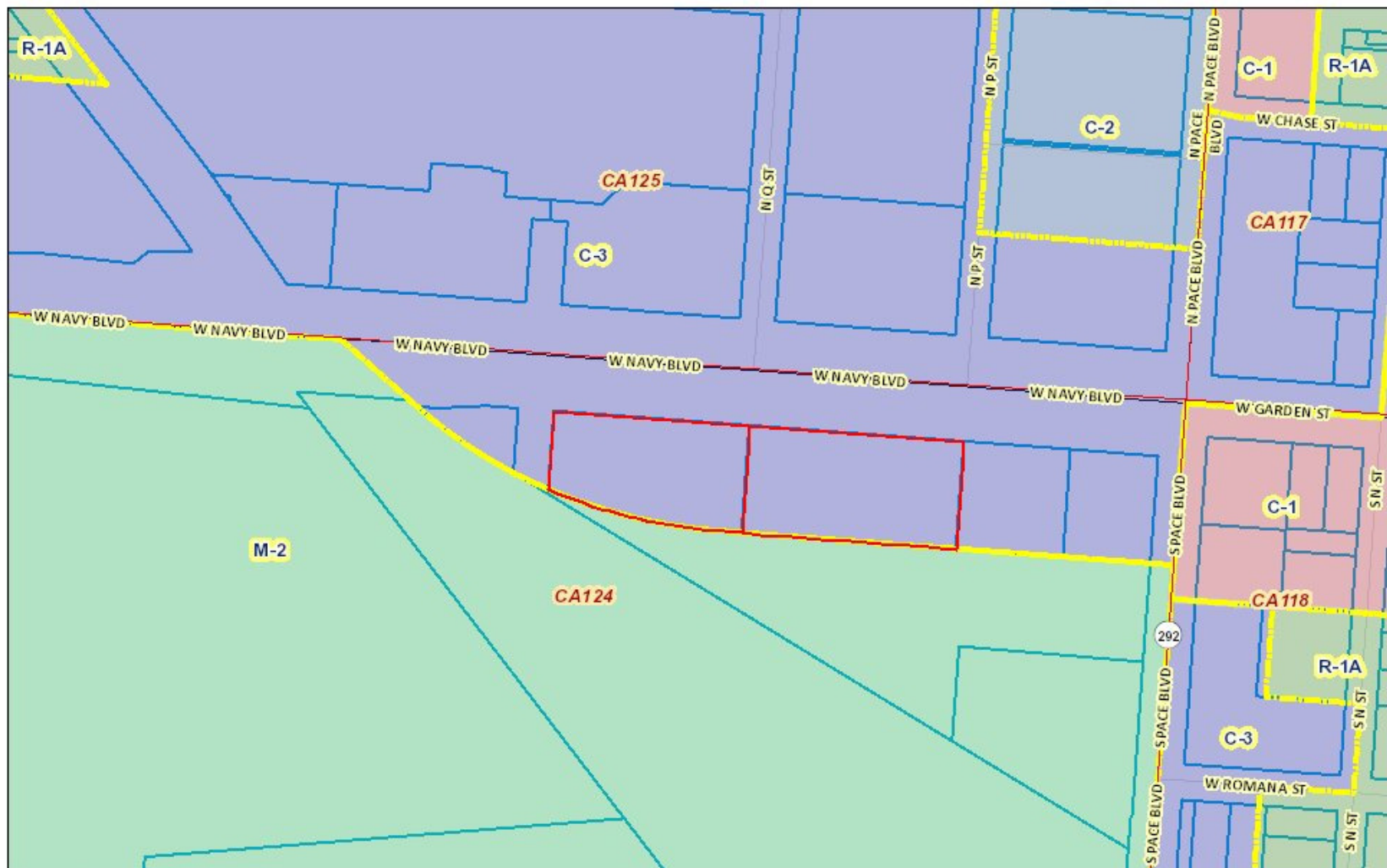
LAND SIZE: 2.33 ACRES  
FRONT FEET: 690 FT.

LAND UNIT PRICES:  
PER ACRE: \$103,004.29  
PER FRONT FOOT: \$347.83

**REMARKS:**


- TWO VACANT ADJOINING PARCELS LOCATED ON THE SOUTH SIDE OF WEST NAVY BOULEVARD, WEST OF SOUTH PACE BOULEVARD.
- PROPERTY WAS LISTED WITH BERKSHIRE HATHAWAY HOME SERVICES AT A PRICE OF \$249,900 (GCMLS #2155906). PROPERTY WAS ON THE MARKET FOR 254 DAYS BEFORE IT SOLD.
- PARCEL WAS PURCHASED BY ADJOINING PROPERTY OWNER.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES SHERRILL, JR., MAI WITH BUYER (MR. WILLIAM HINSON).
- PARCEL I.D. #: 00-0S-00-9090-001-002 AND 00-0S-00-9090-001-003
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.






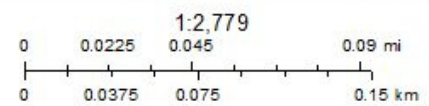
March 8, 2017

**polygonLayer**

 Boundary

Override 1

 Map Grid







March 8, 2017

**polygonLayer**

Override 1

Map Grid

Boundary

Major Roads

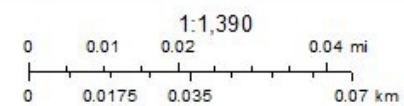
All Roads

Property Line

Red: Band\_1

Green: Band\_2

Blue: Band\_3



### **COMPARABLE LAND SALE**

COMPARABLE NO.:	4	RECORD NUMBER: 7654
CLASSIFICATION:	RESIDENTIAL LAND	
DATE:	03/15/2016	
LOCATION:	220 NORTH DEVILLIERS STREET, PENSACOLA, FLORIDA	
SALES PRICE:	\$211,100	
GRANTOR:	COMMUNITY DEVELOPMENT PARTNERS, LLC	
GRANTEE:	JUNCTION AT WEST HILL, LLC	
REFERENCE:	OR 7493 PAGE 574; MLS #384360	
BRIEF LEGAL DESCRIPTION:	PORTION OF SECTION 00-0S-00; ESCAMBIA COUNTY, FLORIDA	
TERMS:	CASH TO SELLER	
ZONING:	R-NC; RESIDENTIAL/NEIGHBORHOOD COMMERCIAL	
HIGHEST AND BEST USE:	RESIDENTIAL	
LAND SIZE:	40,511 SQ. FT. (0.93 ACRE)	
FRONT FEET:	127 FT.	
<u>LAND UNIT PRICES:</u>		
PER SQUARE FOOT:	\$5.21	
PER ACRE:	\$226,989	
PER FRONT FOOT:	\$1,662.20	

#### REMARKS:

- PARCEL LOCATED AT THE SOUTHEAST CORNER OF DEVILLIERS STREET AND WRIGHT STREET.
- PROPERTY WAS LISTED FOR SALE WITH GUNTHER PROPERTIES, LLC AT A PRICE OF \$200,000 (MLS #384360). PROPERTY WAS ON THE MARKET FOR 1,464 DAYS BEFORE IT SOLD.
- COMPARABLE DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH FRED GUNTHER (BROKER) WITH GUNTHER PROPERTIES.
- PARCEL I.D. #: 00-0S-00-9010080-003
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



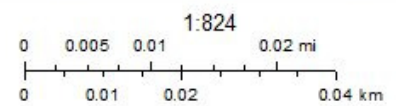
March 8, 2017

**polygonLayer**

Override 1

Map Grid

Boundary







March 8, 2017

**polygonLayer**

Override 1

Map Grid

Boundary

Major Roads

All Roads

Property Line

Red: Band\_1

Green: Band\_2

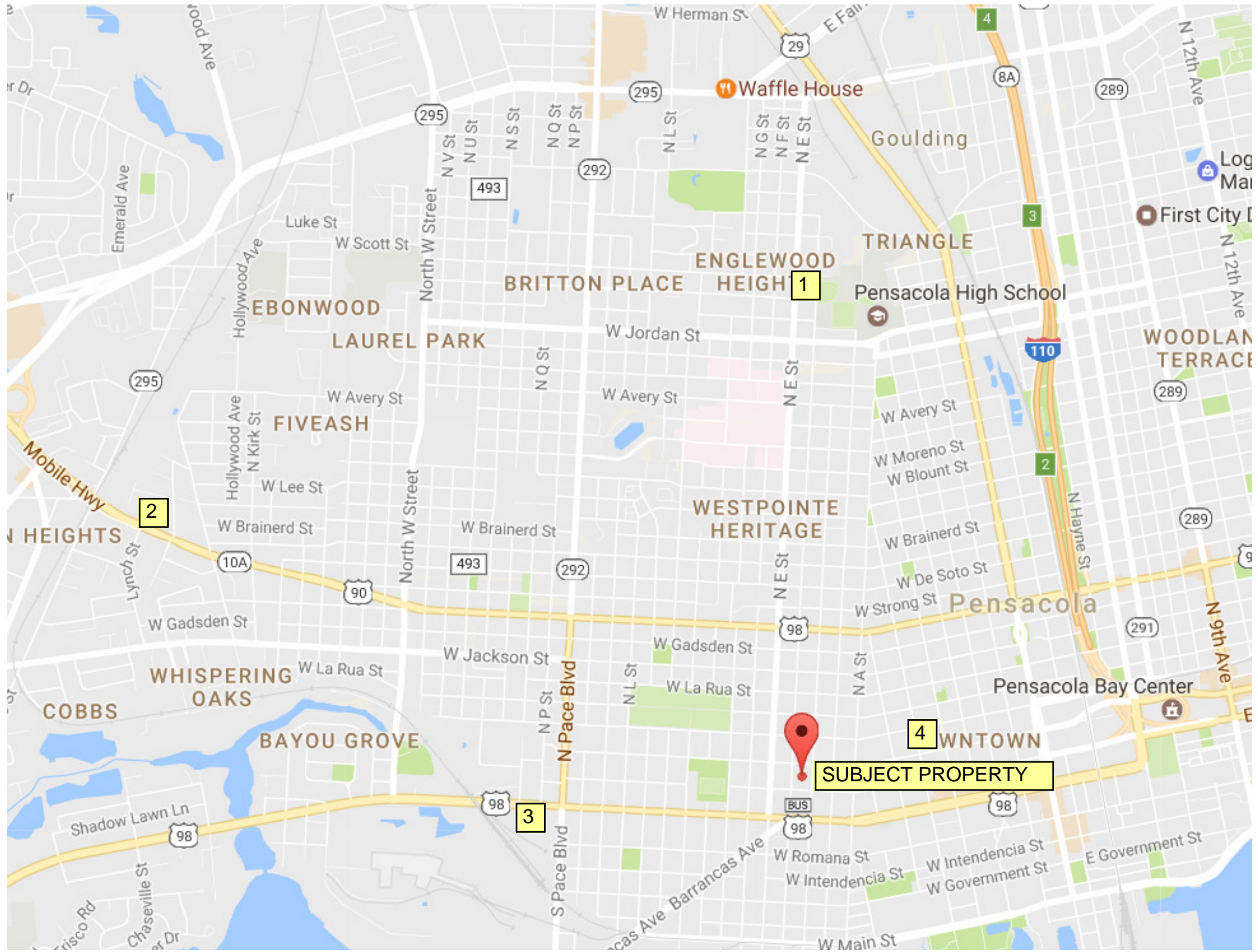
Blue: Band\_3

1:824

0 0.005 0.01 0.02 mi  
0 0.01 0.02 0.04 km



# COMPARABLE LOCATION MAP



## **APPRAISER'S QUALIFICATIONS**

NAME: Charles C. Sherrill, Jr., MAI  
TITLE: President  
OFFICE ADDRESS: Sherrill Appraisal Company  
410 East Government Street  
Pensacola, Florida 32502  
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,  
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

- Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)
- Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)
- Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)
- Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)
- Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)
- Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)
- Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

- Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

### **CONTINUING EDUCATION:**

Credited with attendance/completion of the following seminars/courses:

#### Appraisal Institute

- Eminent Domain and Condemnation
- Uniform Standards of Professional Appraisal Practice
- Business Practices and Ethics
- Analyzing Operating Expenses
- Appraising from Blueprints and Specifications
- Feasibility, Market Value, and Investment Timing
- Analyzing Distressed Real Estate
- Hotel/Motel Valuation
- Effective Appraisal Report Writing
- FHA Homebuyer Protection Plan and The Appraisal Process
- Standards of Professional Practice - Part C
- Standards of Professional Practice - Part A
- Fair Lending and the Appraiser
- Appraisal of Retail Properties
- Standards of Professional Practice - Part B
- Understanding Limited Appraisals and General Reporting Options - General
- Accrued Depreciation
- Depreciation Analysis
- Rates, Ratios, and Reasonableness
- Comprehensive Appraisal Workshop
- Real Estate Risk Analysis

## **APPRAISER'S QUALIFICATIONS**

### **CONTINUING EDUCATION (Continued):**

Credited with attendance/completion of the following seminars/courses:

#### **State Certification**

USPAP Update  
Florida Appraisal Laws and Regulations  
Appraisal of 2-4 Family and Multi-Family Properties  
Challenging Assignments for Residential Appraiser's  
Foreclosure Basics for Appraiser's  
Florida Appraiser Supervisor/Trainee Rules  
Neighborhood Analysis  
Communicating the Appraisal  
Appraisal Principles  
Sales Comparison Approach  
Income Capitalization Approach  
Cost Approach  
Real Estate, Mortgages, and Law  
Elements of Disclosures and Disclaimers

### **EXPERIENCE:**

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

### **PROFESSIONAL LICENSES:**

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)  
Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)  
Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)  
Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

### **PROFESSIONAL MEMBERSHIPS:**

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991  
Past Member, Escambia County Value Adjustment Board (2008 – 2012)  
Member, NAIOP (Commercial Real Estate Development Corporation)  
Member, Pensacola Association of Realtors  
Member, Florida Association of Realtors  
Member, National Association of Realtors  
Member, Branch Banking and Trust Company Local Advisory Board of Directors  
Member, Pensacola Area Chamber of Commerce

### **CIVIC ACTIVITIES:**

Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient  
Past President and Executive Committee Member, Pensacola Sports Association Board of Directors  
Current Board Member, Pensacola Sports Foundation  
Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors  
Past Board Member and Trustee, Pensacola Historical Society Foundation  
Past Member and Executive Committee Member, Pensacola State College Board of Governors  
Member and Past Board Director & Executive Committee Member, Pensacola YMCA  
Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors  
Past President, Booker T. Washington High School Baseball Booster Club Board of Directors  
Graduate, Leadership Pensacola (Class of 1999)

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, and the American Heart Association.



## **APPRAISER'S QUALIFICATIONS**

### **LISTING OF APPRAISER CLIENTS:**

#### **Mortgage Loan Purposes**

Aegon Realty Advisors Company	Liberty Bank
Bank of America	Metric Realty
BBVA Compass	Metropolitan Life Insurance Company
Beach Community Bank	National Bank of Commerce (Alabama)
Branch Banking & Trust (BB&T)	Navy Federal Credit Union
Canadian Imperial Bank of Commerce	Pen Air Federal Credit Union
Centennial Bank	Pensacola Government Credit Union
Chase Manhattan Mortgage Corp.	PNC Bank
Charter Bank	Premier Bank (Louisiana)
Coastal Bank and Trust	RBC Bank
Colonial Bank of Alabama	Regions Bank
Cumberland Bank (Kentucky)	ServisFirst Bank
Dollar Bank	Smart Bank
Equity Valuation Partners	Statewide Mortgage Company
First American Bank	SunTrust Banks, Inc.
First City Bank of Fort Walton Beach	Travellers Realty Investment Company
First Coast Community Bank	Tyndall Federal Credit Union
First National Bank of Commerce (Louisiana)	United Bank (Alabama)
First National Bank of Florida	Valuation Management Group
First Navy Bank	Vanguard Bank & Trust Company
Gulf Coast Community Bank	Whitney National Bank
GulfSouth Private Bank	Wachovia Corporation
Hancock Bank	Wells Fargo Bank

#### **Market Value Purposes**

Aetna Realty Advisors	Ford Motor Company
Bank of Boston	Florida Department of Transportation
Bank South N. A.	Gulf American SBL, Inc.
Baptist Health Care Corp.	Lakeview Center
Barnett Banks, Inc.	Lasalle Realty Advisors
Barnett Bank Trust Company N. A.	Midway Water Company
Catholic Church Diocese	PHH Relocation and Real Estate
Chicago Title Company	Pensacola Area Chamber of Commerce
Citicorp Real Estate	Pensacola Historical Society
City of Fort Walton Beach	Pensacola State College
City of Milton	Pensacola Preservation Board (State of Florida)
City of Pensacola	Port of Pensacola
Dusco Property Management	Presbytery of Florida
Episcopal Church Diocese	Recoll Management Corporation Insurance Co.
Escambia County, Florida	Sacred Heart Hospital
Escambia County Employees' Credit Union	Saltmarsh, Cleaveland & Gund
Escambia County Utilities Authority	Southern Company
Fairfield Communities, Inc.	SouthTrust Bank of Alabama, N.A.
Federal Aviation Administration	Various Estates, Attorney's, Accountants, Insurance
Federal Deposit Insurance Corporation	Companies, Churches, & Property Owners
First Alabama Bank	Waterfront Rescue Mission
First National Bank of Georgia	Wachovia Settlement Services, LLC
Fisher Brown Insurance Company (Cost Analysis)	WSRE Television

**RESOLUTION  
NO. 17-22**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR  
THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

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

**A. GENERAL FUND**

As Reads:	Sale of Assets	490,000
Amended		
To Read:	Sale of Assets	785,937
Transfers Out		
To:	Transfer to CDBG Fund	295,937

**B.. CDBG FUND**

To:	Transfer in From General Fund	295,937
As Reads:	Federal Grants	820,534
Amended		
To Read:	Federal Grants	1,116,471

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****APRIL 2017 - SUPPLEMENTAL BUDGET RESOLUTION - BLOUNT SCHOOL REIMBURSEMENT**

FUND	AMOUNT	DESCRIPTION
<b>GENERAL FUND</b>		
Estimated Revenues		
Sale of Assets	295,937	Increase estimated revenue from Sale of Assets
Total Revenues	<u>295,937</u>	
Appropriations		
Transfers Out		
Transfer to CDBG Fund	<u>295,937</u>	Appropriate Funding for Transfer to CDBG Fund
Total Appropriations	<u>295,937</u>	
<b>CDBG FUND</b>		
Estimated Revenues		
Transfer in From General Fund	295,937	Appropriate estimated revenue from Transfer In From General Fund
Federal Grants	(295,937)	Decrease estimated revenue from Federal Grants
Total Revenues	<u>0</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-22

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-22 - APPROPRIATING FUNDING FOR REIMBURSEMENT TO THE CDBG FUND - PURCHASE OF 113 NORTH "C" STREET (FORMER BLOUNT SCHOOL PROPERTY)

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 17-22.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In September 2011, City Council approved the purchase of the former Blount School property located at 113 North "C" Street using Community Development Block Grant (CDBG) funds with the intention of removing dilapidated structures from the property to provide for future development opportunities in the Westside Community Redevelopment Area. In Fiscal Year 2012, with the assistance of CDBG funds from Escambia County, the two dilapidated buildings were demolished removing slum and blight on the property.

Since CDBG funds were used to purchase and improve the former Blount School property, the use of the property is dictated by CDBG program requirements as outlined in the U.S. Code of Federal Regulations Title 24, Housing and Urban Development. In order to remove the CDBG program requirements from any proposed future use of the former Blount School property, the CDBG Fund must be reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds used for the acquisition of and improvements to the property. This CDBG program requirement applies to any expenditure of CDBG funds in excess of \$25,000 used to acquire or improve property.

In January 2017, City Council declared as surplus the former Blount School property located at 113 North "C" Street and authorized the Mayor to dispose of the property through a request for proposals. The City recently received an appraisal report valuing the property at \$305,000. During acquisition and improvement of the property, the City expended \$9,063 of non-CDBG funds on the property. Therefore, in accordance with CDBG

program requirements, the CDBG Fund must be reimbursed in the amount of the current fair market value of the property (\$305,000), less any portion of the value attributable to expenditures of non-CDBG funds used or the acquisition of and improvements to the property (\$9,063) for a total amount of \$295,937 to be remitted to the CDBG program for use on other eligible projects.

**PRIOR ACTION:**

September 8, 2011 - City Council approved acquisition of the property located at 113 North "C" Street (former Blount School property).

March 22, 2012 - City Council approved the Interlocal Agreement with Escambia County providing for the CDBG assisted demolition/clearance of the former Blount School property.

June 14, 2015 - City Council approved the award of bid for the demolition/clearance of the former Blount School property.

January 12, 2017 - City Council approved declaring as surplus the property located at 113 North "C" Street (former Blount School property) and authorized the Mayor to dispose of the property through a Request for Proposals.

**FUNDING:**

Budget: \$295,937

Actual: \$295,937

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate funding for the reimbursement to the CDBG Fund for the purchase of the former Blount School.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Keith Wilkins, Assistant City Administrator  
Richard Baker, Jr., Chief Financial Officer  
Marcie Whitaker, Housing Administrator

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 17-22
- 2) Supplemental Budget Explanation No. 17-22

**PRESENTATION:** No

**RESOLUTION  
NO. 17-22**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR  
THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

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

**A. GENERAL FUND**

As Reads:	Sale of Assets	490,000
Amended		
To Read:	Sale of Assets	785,937
Transfers Out		
To:	Transfer to CDBG Fund	295,937

**B.. CDBG FUND**

To:	Transfer in From General Fund	295,937
As Reads:	Federal Grants	820,534
Amended		
To Read:	Federal Grants	1,116,471

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****APRIL 2017 - SUPPLEMENTAL BUDGET RESOLUTION - BLOUNT SCHOOL REIMBURSEMENT**

FUND	AMOUNT	DESCRIPTION
<b>GENERAL FUND</b>		
Estimated Revenues		
Sale of Assets	295,937	Increase estimated revenue from Sale of Assets
Total Revenues	<u>295,937</u>	
Appropriations		
Transfers Out		
Transfer to CDBG Fund	<u>295,937</u>	Appropriate Funding for Transfer to CDBG Fund
Total Appropriations	<u>295,937</u>	
<b>CDBG FUND</b>		
Estimated Revenues		
Transfer in From General Fund	295,937	Appropriate estimated revenue from Transfer In From General Fund
Federal Grants	(295,937)	Decrease estimated revenue from Federal Grants
Total Revenues	<u>0</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00245

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PORT WAREHOUSE #9 TERMINATION OF LEASE AND WAREHOUSE #1 LEASE AMENDMENT WITH OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.

**RECOMMENDATION:**

That City Council authorize the Mayor to take all action necessary to terminate the Lease Agreement for Port Warehouse #9 and to amend the Lease Agreement for Port Warehouse #1 with Offshore Inland Marine & Oilfield Services, Inc.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On May 12, 2016, City Council granted an extension to Offshore Inland Marine & Oilfield Services, Inc. ("OIMO") to complete construction of the Tenant's Structure located on the Ground Lease Premises of the May 30, 2014 Lease Agreement ("Warehouse #9 Lease") between the parties. The Tenant's Structure was to serve as a submersible pipe manufacturing facility once completed. OIMO had requested the extension of the construction completion date as all construction work on the facility had halted in the fall of 2015 due to the decline in the barrel price of oil and market depression.

On October 13, 2016, City Council rejected a request from OIMO for partial deferral of rent under the Warehouse #9 Lease, which includes the lease premises of Warehouse #9 and up to three and one-half (3 ½) acres of Ground Lease Premises.

OIMO is requesting the City terminate the City's Warehouse #9 Agreement with OIMO. In the proposed agreement to terminate, OIMO would vacate all of the Ground Lease Premises, including both Warehouse #9 and the adjacent land and Tenant's Structure. The City would keep all improvements in Warehouse #9 and the submersible pipe manufacturing facility. The proposed agreement to terminate states the termination shall not release OIMO from any rents or amounts due and payable under the Warehouse #9 Lease, or any rents, fees or amounts due and payable under any other lease or operation at the Port.

As City Council has been previously advised, when the oil market crashed in 2014/2015, OIMO's business partner in the Warehouse #9 venture, DeepFlex, was unable to secure the additional investor financing

necessary to complete the development. DeepFlex ultimately closed its Houston, Texas and Manitowoc, Wisconsin facilities and pulled out of the Pensacola project. Without DeepFlex or the partnership of another submersible pipe or other offshore drilling component manufacturer, OIMO has no use for the facility. Currently, OIMO does not owe any outstanding rent or any other past due amounts applicable against the Warehouse #9 lease.

In conjunction with the above termination request, OIMO is requesting that the City agree to amend the City's June 17, 2010 Lease Agreement ("Warehouse #1 Lease") between the parties, which includes the lease premises of one-half (½) of the Warehouse #1 structure. The amendment would provide for a payment plan addressing outstanding amounts owed by OIMO to the City under the current Warehouse #1 Lease, and provide terms and conditions for possible expansion of OIMO into the full space available in the Warehouse #1 structure upon completion of City improvements currently contemplated, or into a portion of the space not currently occupied by OIMO. The amendment would not extend the term of the current lease, which expires May 1, 2022. The amendment does provide that upon City determination to terminate the lease for any non-payment of monetary obligations, OIMO will immediately within twenty (20) days, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City.

Additionally, as City Council has been previously advised, repayment of certain grant-funded construction project expenses paid by OIMO is in question. As a result, the Port Director, with the City's Chief Financial Officer's consent, has allowed OIMO to hold \$363,000.00 in invoices owed to the Port in abeyance pending final determination by the Port Director, with the consent of the City's Chief Financial Officer. As a result of an extended market downturn, OIMO's business volumes at the Port continued to be depressed throughout 2015 and 2016, resulting in OIMO accumulating an additional past-due balance above and beyond the \$363,000.00 without the approval of the Port Director or the City's Chief Financial Officer. As of March 15, 2017, that remaining past due amount was \$269,247.00. The payment plan stipulated in the proposed lease amendment addresses both the outstanding past-due balance at 12% interest, as well as final reconciliation of invoice amounts held in abeyance, which may be at 12% interest.

It is important to note that even with these market-driven negative factors, OIMO's tenure at the Port has been generally positive. The outstanding payment amounts do not represent unpaid rent and the Port Director has imposed processes to restrict any increases in the outstanding balance. Since inception of their operations on the Port, OIMO has paid more than \$3.6 million in fees and charges directly to the Port (not including the outstanding unpaid amounts), including \$74,000 in sales tax assessed on their rent amounts. Additionally, a \$2 million State Economic Development Grant was awarded to the Port. According to the Port Director, approval of the proposed Warehouse #1 lease amendment will facilitate construction of the overhead crane facility contemplated under the grant, adding a valuable and highly marketable asset at no cost to the Port. City Council's approval of the early termination of the associated Warehouse #9 lease would immediately vest to the Port a partially-completed warehouse facility valued at approximately \$3 million in its current condition, according to OIMO.

OIMO further represents to the City that the new overhead crane facility will allow them to bid component repair and fabrication jobs for which they currently are unable to compete. Additionally, while they continue to market to the offshore and subsea construction market, which is beginning to show some signs of slow market improvement, they have been aggressively marketing to the blue water fleet, including tankers, for topside maintenance and repair opportunities. It is this diversified marketing strategy that has resulted in the recent

uptick in offshore-related vessel activity at the Port.

**PRIOR ACTION:**

April 22, 2010 - City Council approved the Offshore Inland lease for a portion of Warehouse #1 and associated open storage and working areas.

January 10, 2013 - City Council approved a FDOT Economic Development Transportation Project Fund Agreement for infrastructure improvements at the Port.

March 13, 2014 - City Council approved and authorized the Mayor to negotiate and execute a lease agreement for Warehouse #9 and approximately three and one-half (3½) acres of immediately adjacent undeveloped land with OIMO.

May 12, 2016 - City Council approved and authorized the Mayor to take all necessary actions to provide OIMO with a twelve (12) month extension to complete construction and obtain a certificate of occupancy for the Tenant's Structure located on the Ground Lease Premises of the May 30, 2014 Lease Agreement for Warehouse #9, contingent upon the Tenant's Structure being storm hardened and enclosed prior to July 31, 2016.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Approval of the Warehouse #9 lease termination will result in the loss of \$12,966.72 per month in rent revenue to the Port. However, the facility will be marketed to new potential users (both short-term and long-term). Approval of the Warehouse #1 lease amendment establishes a formal payment plan of OIMO's current outstanding balance of \$269,247.00 at 12% interest. Further, the payment plan provides authorization for the resolution of the \$363,000.00 outstanding amount as it relates to Grant invoices. Approval of the amendment also establishes conditions for OIMO to occupy the entire warehouse premises at a proportional increased amount above the \$8,891.40 rent revenue currently paid.

**CITY ATTORNEY REVIEW: Yes**

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker Jr., Chief Financial Officer  
Amy Miller, Port Director

**ATTACHMENTS:**

- 1) Termination Agreement for Warehouse #9

2) Amendment to Warehouse #1 Lease Agreement

**PRESENTATION:** No

## TERMINATION OF LEASE AGREEMENT

This agreement for termination (Termination) is made and entered into effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Pensacola (City), a municipal corporation of Florida, and Offshore Inland Marine & Oilfield Services, Inc. (OIMO), a corporation authorized to do business in the State of Florida, for the purpose of immediately terminating the Lease Agreement for the City Port of Pensacola Warehouse 9 Leased Premises as hereinafter defined.

### Recitals:

WHEREAS, the City and OIMO entered into a Lease Agreement dated May 30, 2014, (Warehouse 9 Lease) for the lease of real property more particularly described as the existing 40,000 square foot steel-frame, aluminum sided warehouse commonly referred to as Port of Pensacola Warehouse 9 (Warehouse 9 Premises), which includes no surrounding land, further depicted in Exhibit A attached to the Warehouse 9 Lease, incorporated herein by this reference, and approximately three and one-half (3 ½) acres of undeveloped land immediately adjacent to the Warehouse 9 Premises (Ground Lease Premises) generally depicted in Exhibit B attached to the Warehouse 9 Lease, incorporated herein by this reference. Collectively the Warehouse 9 Premises and the Ground Lease Premises comprise the leased premises (Leased Premises); and

WHEREAS, Section 42 of the Warehouse 9 Lease provides the lease may be terminated by the City upon default; and

WHEREAS, OIMO has requested the City agree to immediate, early termination of the Warehouse 9 Lease, in lieu of default under the lease, and as consideration of the early termination, OIMO agrees the Leased Premises and all improvements, fixtures, equipment and personal property thereon shall immediately become the exclusive property of the City, however, with respect only to the equipment and personal property, OIMO and the City may mutually agree on temporary arrangements regarding the equipment and personal property in furtherance of this termination transaction; and

WHEREAS, OIMO has represented to City that OIMO will immediately surrender the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such land and property will be in good condition; and

WHEREAS, in lieu of default under the lease, and in consideration of possessing the Leased Premises and all improvements, fixtures, equipment and personal property thereon, the City agrees to immediate, early termination of the Warehouse 9 Lease, **provided however**, that OIMO expressly agrees to remain obligated to the City for timely payment of any rents, taxes, property taxes, fees, sums or amounts due under the Warehouse 9 Lease prior to termination, and the payment of any rents, taxes, property taxes, fees, charges, sums or amounts under any other lease between the parties or due to OIMO's past and current operations at the Port; and

WHEREAS, given the material representations above, the parties hereby agree to enter into this Termination of Lease Agreement;

NOW, THEREFORE, for and in consideration of One Hundred Dollars (\$100.00) the receipt and sufficiency of which is hereby acknowledged by the Parties, and of the representations of the parties above, and the terms and conditions as set forth in this Termination, and for other good and valuable consideration recited herein, the City and Palafox do hereby agree to keep, perform and observe the following provisions of this Termination.

Section 1. Recitals Incorporated. The Parties agree the recitals above are true and correct and are hereby incorporated into this Agreement as material terms.

Section 2. Immediate, Early Termination. The Parties hereby terminate the Warehouse 9 Lease effective as of the date first written above.

Section 3. City Possession of Leased Premises and Property. The Parties agree the Leased Premises and all improvements, fixtures, equipment and personal property thereon are now the exclusive property of the City.

Section 4. Payment Obligations Not Discharged. The Parties agree this termination of the Warehouse 9 Lease shall not discharge or relieve OIMO from timely payment of any rents, taxes, property taxes, fees, sums or amounts due under the Warehouse 9 Lease prior to termination, and the payment of any rents, taxes, property taxes, fees, charges, sums or amounts under any other lease between the parties or due to OIMO's past and current operations at the Port.

Section 5. No Refund. OIMO shall not be entitled to any refund of any rents, taxes, property taxes, fees, sums or amounts due under the Warehouse 9 Lease prior to termination, or any payment of any rents, taxes, property taxes, fees, charges, sums or amounts under any other lease between the parties or due to OIMO's past and current operations at the Port that OIMO has already paid to the City.

Section 6. Insurance and Indemnification. As a material term of this Termination agreement, OIMO represents and warrants to City that OIMO has provided all required liability insurance and property insurance coverage on the Leased Premises and improvements thereon pursuant to the Warehouse 9 Lease. Further OIMO covenants, warrants and attests that there exist no third party claims, demands or liens against it, the Leased Premises or improvements thereon, and that OIMO shall defend and indemnify the City against any and all such claims related to the Warehouse 9 Lease, any other lease between the parties or due to OIMO's past and current operations at the Port. OIMO shall remain liable and responsible for any and all claims and liabilities associated with the Warehouse 9 Lease arising prior to this Termination.

Section 7. No Dispute. Further, OIMO shall not, on behalf of itself as well as its parents, affiliates, lenders, associates, employees, contractors, agents, and all other entities connected or affiliated in any way with the Warehouse 9 Lease or its Termination herein, contest, dispute or legally challenge by any means and in any forum, any action by the City with respect to City



ownership and control of the Leased Premises and all improvements, fixtures, equipment and personal property thereon.

Section 8. OIMO Releases City. Immediately upon the effective termination as provided herein, the OIMO automatically and irrevocably, without the need for any further instrument or documentation, forever releases, waives, and completely discharges City (including their agents, attorneys, employees, officials, successors and assigns) of and from any and all claims, controversies, demands, obligations, debts, liabilities, damages, losses, causes of action, disputes, appeals or other demands for relief or claims of liability, past, present or future, known or unknown, suspected or unsuspected, of any nature, character, type or description whatsoever (including but not limited to any claims for attorney's fees, interest or other costs), legal or equitable.

Section 9. Binding Agreement. This Termination shall bind and inure to the benefit of the successors of the respective parties hereto.

Section 10. No Third Party Beneficiaries. Nothing in this Termination, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Termination.

Section 11. Entire Agreement. The parties hereto understand and agree that this Termination contains the entire agreement and understanding between the City and OIMO. The parties understand and agree that neither party nor its agents have made any representations or promises with respect to this Termination except as expressly set forth herein, and that no claim or liability shall arise for any representations or promises not expressly stated in this Termination. Any other written or oral agreement regarding the Warehouse 9 Lease, this Termination or the Leased Premises is expressly nullified upon the execution of this Termination unless otherwise specifically provided herein.

Section 12. Amendment. This Termination may not be altered, changed or amended, except by written instrument signed by both parties hereto in the same formality as the execution of this Termination. No provision of this Termination shall be deemed to have been waived by City, unless such waiver be in writing signed by City and addressed to OIMO, nor shall any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of City to insist upon the performance by OIMO in strict accordance with the terms hereof. The terms, provisions, covenants, and conditions contained in this Termination shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided herein.

Section 13. Counterparts. This Termination may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of each party.

Section 14. Corporate Authorization. The undersigned officer of OIMO hereby personally warrants and certifies that OIMO is a corporation in good standing and is authorized to do business

in the State of Florida. The undersigned officer of OIMO hereby further personally warrants and certifies that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Termination by his or her signature thereto. OIMO, as of the date of execution of this Termination, hereby represents and warrants to the City that it has the corporate power to enter into this Termination and to perform all acts required to be performed by OIMO and that the execution and delivery of this Termination have been duly authorized by all necessary corporate action.

Section 15. Prevailing Party Attorneys' Fees. The prevailing party in any action, claim or proceeding arising out of this Termination shall be entitled to attorney's fees and costs from the losing party.

Section 16. Rights and Remedies Cumulative. The rights and remedies of City hereunder shall be cumulative and shall be in addition to rights as otherwise provided at law or in equity, and failure on the part of City to exercise promptly any such rights afforded it by said laws shall not operate to forfeit any such rights.

Section 17. Non-Waiver of Immunity. The City enjoys sovereign immunity. Nothing contained in this Termination shall be construed as modifying, limiting, restricting or otherwise adversely affecting the sovereign immunity defenses and limitations available to the City.

Section 18. Severability. In the event any covenant, conditions or provision of this Termination is illegal, invalid or unenforceable by any court of competent jurisdiction, under present or future laws effective during the term of this Termination, such determination, then and in that event, will not materially prejudice the City as to rights or other obligations contained in the valid covenants, conditions or provision of this Termination that shall remain and continue in full force and effect.

Section 19. Venue. Venue for any claim, action or proceeding arising out of this Termination shall be Escambia County, Florida.

Section 20. State Law. The laws of the State of Florida shall be the law applied in resolution of any action, claim or other proceeding arising out of this Termination.

Section 21. Public Records. 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.

IN WITNESS WHEREOF, the parties have set their hands and seal the date first written above.

CITY OF PENSACOLA

By: \_\_\_\_\_  
Ashton J. Hayward, III, Mayor

ATTEST:

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

SEAL

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

OFFSHORE INLAND MARINE &  
OILFIELD SERVICES, INC.

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Corporate Secretary

Corporate Seal

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney

Approved as to content:

\_\_\_\_\_  
Port Director

## **Attachment "A"**

**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](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**

## AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES

THIS AMENDMENT NO 1 ("Amendment No. 1"), to the Lease Agreement for leased premises in Warehouse 1 located at the City of Pensacola Port of Pensacola ("Port") dated June 17, 2010 ("Original Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Pensacola ("City" or "Lessor") and Offshore Inland Marine & Oilfield Services, Inc. ("Lessee").

### Recitals:

WHEREAS, City and Lessee entered into the Original Agreement, incorporated herein by this reference, to lease space in the southern half (1/2) of Warehouse 1 and associated berth apron and open storage area located at the Port for the purpose of operating an offshore project vessel service center; and

WHEREAS, Lessee has outstanding amounts owing to the City and in lieu of default under the Original Agreement, Lessee has requested the City agree to a payment plan respecting such outstanding amounts; and

WHEREAS, Lessee agrees timely payment the above discussed outstanding amounts are material considerations in continuing with a lease between the parties, and that any lack of payment as required in the payment plan hereinafter described, for any reason, by Lessee shall give the City the absolute right to terminate the lease immediately, which right the City may exercise at its sole discretion; and

WHEREAS, Lessee has requested the City amend the Original Agreement to provide and incorporate the terms of the payment plan, the material nature of Lessee's compliance thereunder, and the City's right to immediately terminate the lease; and

WHEREAS, Lessee has represented to City that upon City determination to terminate the lease for any non-payment of monetary obligations, Lessee will immediately surrender all of the leased premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such land and property will be in good condition; and

WHEREAS, the parties find other terms and conditions of the Original Agreement require amendment; and

WHEREAS, given the material representations of Lessee as described above, the parties now desire to amend the Original Agreement;

NOW, THEREFORE, in consideration of One Hundred Dollars (\$100.00) the receipt and sufficiency of which are hereby acknowledged by the parties, and of the mutual covenants and agreements herein contained, it is agreed that the Original Agreement shall be hereby amended as follows:

1. The Recitals above are true and correct and are hereby incorporated as a material part of this Amendment No. 1.
2. Section 4 of the Original Agreement hereby amended to add the following fourth (4<sup>th</sup>) paragraph:

Lessee expressly agrees that no later than the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month following completion of the Lessor improvements contemplated in Section 9(b) herein, such status of completion of improvements to be the sole discretion of the Lessor and to be documented by written notice of completion by the Port Director, the Leased Premises will on that date expand to include all of Warehouse 1, specifically adding the northern half (1/2) of Warehouse 1 to the definition of Leased Premises, and on that date Lessee shall be obligated to all rental rates pursuant to Section 6 applied to the entire Warehouse 1 Leased Premises and such shall be due and owing by Lessee to Lessor.

3. Section 5 of the Original Agreement is deleted in its entirety.
4. New Section 5 of the Original Agreement hereby created in its entirety to read:

**5. OUTSTANDING AMOUNT PAYMENT PLAN.**

(a) Lessee acknowledges and agrees that as of March 15, 2017 Lessee failed to pay past-due outstanding amounts in dockage or vessel fees and related charges of no less than Two Hundred Sixty Nine Thousand Two Hundred and Forty Seven Dollars (\$269,247.00) immediately owing to the City, and in lieu of default upon request from Lessee, the City will agree to a payment plan respecting such outstanding amounts as further described in this Section 5(a). Lessee agrees the unwanted continued existence of these outstanding amounts are material considerations in continuing this Agreement between the parties, and that any lack of payment as required in the payment plan hereinafter described, for any reason, by Lessee shall give the City the absolute right to terminate the lease immediately, which right the City may exercise at its sole discretion. Therefor, in addition to timely payment of monthly rents, utility, fees, taxes, charges, payments, or other monetary obligations under this Agreement or any other agreement, or owing as a result of Lessee's operations at the Port, Lessee shall pay Ten Thousand Dollars (\$10,000.00) per month toward the outstanding past-due balance, with a final balloon payment for the entire outstanding amount including interest at twelve percent (12%) per annum as further described and calculated in the Port Tariff, by no later than September 30, 2017. Lessee expressly acknowledges the material nature of Lessee's compliance with the payments as herein stated, and the City's right to immediately terminate the lease for any non-payment hereunder. Upon City determination to terminate the lease for any non-payment of monetary obligations, Lessee will immediately within twenty (20) days, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such

land and property will be in good condition.

(b) Lessee further acknowledges and agrees that as of March 15, 2017 Lessee failed to pay past-due outstanding amounts in dockage or vessel fees and related charges of no less than Three Hundred Sixty Three Thousand Dollars (\$363,000.00) owing to the City, and in lieu of default upon request from Lessee, the City will agree to a payment plan respecting such outstanding amounts as further described in this Section 5(b). Lessee agrees the unwanted continued existence of these outstanding amounts are material considerations in continuing this Agreement between the parties, and that any lack of payment as required in the payment plan hereinafter described, for any reason, by Lessee shall give the City the absolute right to terminate the lease immediately, which right the City may exercise at its sole discretion. The parties acknowledge and agree that Grant reimbursement of certain project related expenses incurred by Lessee is in question. Therefore, in addition to timely payment of monthly rents, utility, fees, taxes, charges, payments, or other monetary obligations under this Agreement or any other agreement, or owing as a result of Lessee's operations at the Port, and the payment of Ten Thousand Dollars (\$10,000.00) per month toward the outstanding past-due balance discussed in Section 5(a) above, upon determination by the Port Director with the prior consent of the City Chief Financial Officer, Lessee shall remit to Lessor any unabated balance remaining from the Three Hundred Sixty Three Thousand Dollars (\$363,000.00) in outstanding receivables owed by Lessee to Lessor but which are held in abeyance. Upon determination of the Port Director with the prior consent of the City Chief Financial Officer that any or all of the entire outstanding balance in this Section 5(b) is not covered by the Grant, then, in the sole discretion of the Port Director and with the prior consent of the City Chief Financial Officer, any, if any, reduction, credit or offset of the entire outstanding balances shall be determined by the Port Director with the prior consent of the City Chief Financial Officer. After any such offset, if any, any remaining balance, which may include any interest on such amounts at twelve percent (12%) per annum as further described and calculated in the Port Tariff, shall be remitted by Lessee to Lessor no less than ninety (90) days from the date of written notice from the Port Director to the Lessee regarding the amount remaining owed and terms of repayment. Lessee expressly acknowledges the material nature of Lessee's compliance with the payments as herein stated, and the City's right to immediately terminate the lease for any non-payment hereunder. Upon City determination to terminate the lease for any non-payment of monetary obligations, Lessee will immediately within twenty (20) days, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such land and property will be in good condition.

5. Section 6 of the Original Agreement is hereby amended in its entirety to read:

6. **RENT.**



(a) Effective upon the Commencement Date of this Agreement, and as compensation for the exclusive use of the facilities described in Section 4 above, Lessee shall pay to Lessor rent in the amount of One Hundred Four Thousand Four Hundred Dollars (\$104,400.00) per year payable in twelve (12) equal monthly payments of Eight Thousand Seven Hundred Dollars (\$8,700.00) per month, plus sales tax, due and payable in advance on the first (1<sup>st</sup>) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

(b) Rental rates for Lessee's expansion of its Leased Premises to include the entirety of Warehouse 1, expanding into the northern half (1/2) of Warehouse 1, whether undertaken in accordance with the terms of Section 4, Section 8 or Section 9(b) of this Agreement, shall be at the applicable per square foot rental rate then being paid by Lessee multiplied by the total number of square feet of Lessee's expanded Leased Premises with the total of Warehouse included, and inclusive of revision or expansion thereof, plus sales tax, for the entirety of Warehouse 1 due and payable in advance on the first (1<sup>st</sup>) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

(c) Any additional space, whether taken by Lessee in accordance with Section 4, Section 8 or Section 9(b) of this Agreement or any other additional space occupied by Lessee, shall immediately be incorporated into, and considered part of, Lessee's Leased Premises, and all terms and conditions of this Agreement shall be at the applicable per square foot rental rate then being paid by Lessee multiplied by the total number of square feet of Lessee's Leased Premises, due and payable in advance on the first (1<sup>st</sup>) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

6. Section 8 of the Original Agreement is hereby amended in its entirety to read:

8. **EXPANSION.** In the event Lessee desires to expand its Warehouse 1 leasehold into portions of the northern half (1/2) of Warehouse 1 prior to completion of the improvements as addressed in Section 9(b) below, contingent upon full satisfaction of outstanding amounts in Section 5 above, Lessee may request, in advance, in writing to the Port Director, such expansion on a temporary or permanent basis, the grant of any such expansion to be made in the sole discretion of Lessor. The Mayor, in consultation with the Port Director, shall have the sole discretion to determine whether or not to grant any expansion request. If granted, this Lease shall be immediately amended by simple letter agreement between the parties hereto to reflect the revised boundaries of the Leased Premises, with the Mayor having full authority to sign any such agreement.

7. Section 9 of the Original Agreement is hereby amended in its entirety to read:

## 9. IMPROVEMENTS.

### (a) Improvements by Lessee

Lessee may install or construct within the southern half (1/2) of the Warehouse 1 Leased Premises all necessary equipment, fences, loading terminals, storage and maintenance buildings, offices and other facilities necessary to conduct the business herein authorized, with consent or approval by the Lessor. Lessee shall not construct any exterior improvements or alterations or alter or add to any exterior improvements without having first obtained the written consent of Lessor. Lessee shall submit to Lessor detailed plans and specifications for any contemplated exterior improvements or alterations before Lessor shall be required to give such consent, which consent shall not be unreasonably withheld. Lessor shall respond to any such submittal by approving or disapproving the same within thirty (30) business days of receipt; if Lessor fails to disapprove the submitted plans and specifications (and give the reasons for such disapproval) in writing within such thirty (30) business day period, Lessor shall be deemed to have approved the plans and specifications and the contemplated improvements. Lessee shall bear the cost of any such construction or alteration undertaken by Lessee.

Prior to any construction, improvement or alteration, Lessee shall obtain all required permits from all governmental agencies having jurisdiction over the Leased Premises or the activities conducted thereon and any construction, improvements or alterations shall be in accordance with all ordinances, laws, rules and regulations applicable thereto.

After the expiration, termination or cancellation of this Agreement including without limitation a default by Lessee, **except in circumstances as specified in Section 5 above**, Lessee shall remove any and all improvements it has placed or had placed on the Leased Premises or the property over which any easement is hereunder granted in no less than three (3) months from the date of expiration, termination or cancellation, provided however, that the full rent and other charges due under this Agreement shall continue until all such the improvements and alterations are removed, with all said charges being prorated on a daily basis. Further, Lessee shall not remove any of such improvements until it has discharged all of its obligations under this Agreement, including without limitation the payment in full of all rents and other amounts due (except as provided herein to the contrary), and Lessor shall have a lien on such improvements and all other property of Lessee for all delinquent rents and other amounts.

Lessee shall repair any damage to the Leased Premises caused by the removal by Lessee of any improvements from the Leased Premises. Failure by the Lessee to remove any improvements, alterations, or other property, real or

personal, within the three (3) month period shall constitute an abandonment of said property and Lessee agrees that any such property shall become the property of the Lessor. Further, Lessee shall reimburse Lessor for any and all costs resulting from any requirement for the Lessor to remove, store, alter, or in any way dispose of all property left by Lessee. During any such period, Lessee shall not introduce or store any new property in or about the Leased Premises or undertake any other business activity in the Leased Premises or at the Port except for the removal of such improvements, equipment, materials and property previously stored in the Leased Premises.

**(b) Lessor Improvements.**

The parties acknowledge the Lessor contemplates the construction of certain improvements pursuant to FDOT Transportation Economic Development Project Fund Agreement FPN# 422354-2-94-01 ("Grant"), attached hereto as Exhibit B and incorporated herein by this reference, provided however, only to the extent such Lessor improvements may be designed and constructed by Lessor at a cost not to exceed the total amount of project funding provided by the Grant.

In the event the desired improvements are deemed, by the Port Director with the prior consent of the City Chief Financial Officer, to exceed Grant budgetary parameters, the Port Director with the prior consent of the City Chief Financial Officer, in their sole discretion may either terminate such improvements, evaluate reduction in project scope and design to assess feasibility of improvements, or, contingent upon full satisfaction of outstanding amounts in Section 5 above, permit Lessee to pay, at Lessee's sole cost and expense, in advance of any construction, one hundred percent (100%) of any cost in excess of budgetary parameters and any associated costs.

As provided in Section 4 above and Section 6(b) above, upon completion of Lessor's improvements in this Section 9(b), Lessee shall occupy and pay rent on the total space of Warehouse 1. Upon occupation of Warehouse 1 hereunder, Lessee shall simultaneously become solely responsible, at Lessee's sole cost and expense, for maintaining the improvement in strict accordance with all manufacturer guidelines, any applicable Grant guidelines, and to the satisfaction of Lessor. Lessor may, in Lessor's discretion, inspect improvements as Lessor deems necessary.

Notwithstanding anything in this Agreement to the contrary, title to improvements in this Section 9(b) shall vest in Lessor upon completion and shall in no event be removed by Lessee.

8. Section 14 of the Original Agreement is hereby amended in its entirety to read:

14. **DOCKAGE FEES.** With the exception of the fees addressed in Section 5 above, unless otherwise requested on a case-by-case basis by Lessee and

approved by Lessor, dockage fees assessed against vessels calling at Lessee's facility shall be billed to and paid by Lessee. The dockage rate for all vessels calling at Lessee's facility shall be sixty percent (60%) of the applicable full Port Tariff rates then in effect, or the any applicable frequency or volume incentive rate requested by Lessee and approved by the Port Director in accordance with applicable provisions of the Port Tariff.

9. Section 15 of the Original Agreement is hereby amended in its entirety to read:

15. **VESSEL SECURITY AND HARBOR FEES.** With the exception of the fees addressed in Section 5 above, unless otherwise requested on a case-by-case basis by Lessee and approved by Lessor, vessel security and harbor fees assessed against vessels calling at Lessee's facility shall be billed to and paid by Lessee. Vessel security and harbor fees shall be assessed at one hundred percent (100%) of the Port Tariff rates then in effect.

10. Section 20 of the Original Agreement is hereby amended in its entirety to read:

20. **UTILITIES.** For any required utilities, Lessee shall arrange for direct billing with the appropriate utility provider. If direct billing is not possible due to the placement or routing of utility infrastructure, Lessor and Lessee shall develop a mutually agreeable methodology by which the Lessor will bill the Lessee its pro-rata share of those utilities. Construction, installation and maintenance of any improvements to utility infrastructure required to support Lessee's operations shall be at the sole cost and expense of Lessee, other than construction of any utility infrastructure under Section 9(b) above that are within budgetary parameters. This stipulation does not apply to the provision of potable water to vessels, which is a service provided by the Port of Pensacola, Operations Division. Provision of potable water to vessels must be requested in advance in accordance with Port Tariff Item 440 and all applicable fees as expressed in Port Tariff Item 440 and Port Tariff Item 442 will be assessed to the party responsible for payment of vessel fees as described in Section 14 and 15 of this Agreement.

11. Section 21 of the Original Agreement is hereby amended in its entirety to read:

21. **MAINTENANCE.** Lessee shall maintain the leasehold improvements of whatever nature situated on the Leased Premises at its own expense. Lessee shall at all times maintain the Leased Premises in a safe, neat and orderly manner; free from trash, debris or other unsafe, unsightly or unsanitary matter. Should Lessee fail to maintain the Leased Premises in a safe, neat and orderly manner, the Lessor reserves the right to intervene in the resolve such matters after a period of seventy-two (72) hours. All costs for such intervention by the Lessor will be the responsibility of Lessee, at Lessee's sole cost and expense, pursuant to the Port of Pensacola Terminal Tariff. Lessor's obligation, if any, to maintain the Leased Premises shall be

limited to major structural components, including but not necessarily limited to those items listed in Section 23. All other maintenance, including maintenance of any and all improvements constructed or placed by the Lessee, shall be the responsibility of the Lessee, at Lessee's sole cost and expense.

With the exception of improvements pursuant to Section 9(b) above, Lessee has the right to make any and all repairs to the Leased Premises or the supporting improvements that are the responsibility of Lessor to correct conditions that immediately and significantly threaten its leasehold improvements, warehouse contents, or operations thereof. Lessee shall notify Lessor of any such intended repair action at least fifteen (15) days prior to the work being performed unless said work must be performed immediately to address an emergency situation (i.e., to prevent the threat of imminent property damage or personal injury or a material interruption of Lessee's business operations), in which event Lessee may perform such work immediately without notice or expiration of a waiting period (but Lessee shall notify Lessor of such repair work as soon as practicable following initiation of emergency repair efforts). Notwithstanding the foregoing, in no event shall Lessee have the right to proceed with work until approved by the Port Director. This provision will not be exercised unreasonably by Lessor or Lessee, but is intended to allow Lessee to protect the substantial investment being made in the leasehold improvements and Lessee's business operation. If Lessee undertakes repairs that are the responsibility of Lessor, upon approval of Lessor, Lessor shall reimburse Lessee for the reasonable and necessary costs and expenses incurred by Lessee therefore.

12. Section 23 of the Original Agreement is hereby amended in its entirety to read:

**23. REPRESENTATIONS CONCERNING CONDITION.** Lessor warrants and represents that the real property of the Leased Premises, and excepting any improvements under Section 9 above, are in good and serviceable condition and in compliance with all applicable laws, codes and regulations with respect to all major structural components including, but not limited to, the following:

- (a) roof and structural components thereof
- (b) exterior walls and structural components thereof
- (c) gutters/drains/downspouts
- (d) plumbing, drains and storm drains
- (e) basic electrical supply and distribution
- (f) foundation and loading docks
- (g) doors (personnel and cargo)

13. Section 35 of the Original Agreement is hereby amended in its entirety to read:

**35. SURRENDER.** Subject to the provisions of Section 5 above, upon the

expiration or termination of this Lease for any cause, Lessee shall peaceably deliver up the Leased Premises to the Lessor in the same condition as existed, on the date of this Agreement, ordinary wear and tear, excepted, with all improvements to become the sole property of the Lessor and to be surrendered by Lessee in same or better condition as upon completion of installation.

14. Section 36 of the Original Agreement is hereby amended in its entirety to read:

36. **DEFAULT.** Prompt payment by Lessee of all rents and other monetary obligations hereunder at the time the same becomes due and payable and the prompt and faithful performance of all the terms and conditions hereof are the conditions upon which this Lease Agreement is made. With the exception of the provisions of Section 5 above, in the event that Lessee should fail to comply with the terms of this Lease, and said default shall continue for a period of thirty (30) days after written notice to Lessee, Lessor, at its option, may declare this Lease terminated and may pursue all legal options available to it. If the default is a non-monetary default, Lessor shall not terminate the Lease or exercise any other right or remedy provided that Lessee is diligently proceeding to cure said default.

If Lessor defaults in the performance or observance of any provision of this Lease Agreement, Lessee shall give Lessor notice specifying in what manner Lessor has defaulted and if such default shall not be cured by Lessor within thirty (30) days after the delivery of such notice (except that if such default cannot be cured within said thirty (30) day period, this period shall be extended for a reasonable additional time, provided that Lessor commences to cure such default within the thirty (30) day period and proceeds diligently thereafter to effect such cure), then, in addition to such other remedies as are available at law or in equity, Lessee may cure such default and invoice Lessor for the reasonable and necessary costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by Lessee therefore

15. Section 38 of the Original Agreement is hereby amended in its entirety to read:

38. **NOTICES.** Any notices required by this Lease Agreement or by law to be sent to Lessor shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or certified mail, return receipt requested, addressed to Lessor as follows:

Port Director  
Port of Pensacola  
700 South Barracks Street  
Pensacola, Florida 32502

with a copy to:  
City of Pensacola  
Attn: City Administrator  
222 W. Main Street

Pensacola, Florida 32502

Any notices required by this Lease Agreement or by law to be sent to Lessee shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or certified mail, return receipt requested, addressed to Lessee as follows:

Chief Financial Officer  
Offshore Inland Marine & Oilfield Services  
640 S. Barracks St.  
Pensacola, FL 32502

Either party may change the above address by providing 10 days advance written notice to the other party.

16. Section 39 of the Original Agreement is hereby amended in its entirety to read:  
39. **ADMINISTRATION OF AGREEMENT.** The Port Director shall serve as administrator of this Agreement on behalf of the Lessor. Administrator of this Agreement on behalf of the Lessee shall be the Chief Financial Officer.
17. Section 41 of the Original Agreement is hereby amended in its entirety to read:  
41. **TAXES.** During the term of this Agreement, Lessee shall be responsible for all taxes and assessments levied on the Leased Premises and improvements, including all improvements under Section 9 above, regardless of whether Lessee or Lessor is billed.
18. Section 42 of the Original Agreement is hereby deleted in its entirety.
19. New Section 42 of the Original Agreement is hereby created to read:  
42. **PUBLIC RECORDS.** 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.
20. New Attachment A to the Original Agreement is hereby created to read:

*(attached hereto as Attachment A to this Amendment No. 1)*



3. The remainder of the Agreement not amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Original Agreement.

**CITY OF PENSACOLA, FLORIDA**

**OFFSHORE INLAND & MARINE  
OILFIELD SERVICES, INC. .**

\_\_\_\_\_  
Mayor, Ashton J. Hayward, III

Attest:

By \_\_\_\_\_  
President

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

Attest:

SEAL

By: \_\_\_\_\_  
Corporate Secretary

(SEAL)

Witnesses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witnesses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney

Approved As To Substance:

\_\_\_\_\_  
Department Director/Division Head

## **Attachment "A"**

**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](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00254

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

NEW MARKET TAX CREDIT UNWIND

### **RECOMMENDATION:**

That City Council authorize the Mayor to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction. This includes but is not limited to executing an Interlocal Agreement with the Community Maritime Park Associates, Inc. (CMPA) and the Community Redevelopment Agency (CRA) to terminate the Project Support Payments to the CMPA. Further, as provided in the CMPA Articles of Incorporation, that the City accept the CMPA's distributed assets. In addition, that upon NMTC unwind, when the City owns the CTA Investment Fund that City Council authorize the Mayor to forgive the loans made to the CMPA.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

In order to finance the development and construction of the public improvements at the Maritime Park, the City of Pensacola issued Redevelopment Revenue Bonds in December 2009. Approximately \$39.8 million of the bond proceeds were loaned by the City to CTA Investment Fund, LLC (the "Investor") and combined with other funds of the Investor to make equity investments in three separate Community Development Entities (CDEs) to take advantage of New Market Tax Credits (NMTC) under Section 45D of the Internal Revenue Code of 1986 and Section 288 of the Florida Statutes.

With these funds, the CDEs made mortgage loans to the CMPA on May 27, 2010 totaling approximately \$54 million to finance the public use portion of the Maritime Park. The loans have required monthly interest payments which have been paid from Project Support payments received by the CMPA from the CRA. Effective July 1, 2017, monthly principal payments will begin and continue through final maturity in 2040 unless the NMTC structure is collapsed.

The City entered into a "put and call" agreement with U.S. Bancorp Community Development Corporation (USBCDC), the owner of 100% of the Investor. The agreement allows the USBCDC to "put" its interest in the Investor to the City. If USBCDC exercises this option, the City will pay a purchase price of \$1,000 plus any transfer or closing costs. In the event the "put" is not exercised, the City can exercise a "call" option to

purchase the ownership interest in an amount equal to the fair value of the interest.

The “put and call” option becomes exercisable after May 27, 2017, seven (7) years after the NMTC transaction originated. Per conversations with USBCDC, it is contemplated that the “put” option will be exercised therefore City Staff has been consulting with NMTC attorneys in preparation of the exit strategy. Once the “put” option is exercised, the City will own the CTA Investment Fund and its interest in the CDEs. The City will have the option to cause the CDEs to distribute to the City the loans from the CDEs to the CMPA and following such distribution, to forgive the loans to the CMPA.

Upon loan forgiveness, the NMTC structure will be collapsed and the compliance requirements will no longer be in effect. At that time a Supplemental Interlocal Agreement will be executed to terminate the Project Support payments from the CRA to the CMPA so that the CRA can make such payments to fund debt service on the Redevelopment Revenue Bonds. Finally the CMPA’s CDE Management Reserve bank accounts funded during origination of the NMTC transaction to pay the CDE annual loan servicing will be exhausted when the final payment is paid to the CDEs on May 1, 2017.

At the CMPA Board of Trustees Meeting on March 22, 2017 the Trustees unanimously approved the following action:

That the CMPA Board of Trustees authorize Chairman Reeves to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction, included but not limited to executing an Interlocal Agreement with the City and Community Redevelopment Agency to terminate the Project Support payments. Further that the Board authorize the Chairman to distribute CMPA’s assets to the City as outlined in CMPA’s Articles of Incorporation and wrap up the financial affairs of the CMPA.

The CRA will be considering the following item at its CRA Board Meeting on Monday, April 10, 2017:

That CRA authorize the CRA Chairperson to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction, included but not limited to executing an Interlocal Agreement with the Community Maritime Park Associates, Inc. (CMPA) and the CRA to terminate the Project Support Payments to the CMPA.

#### **PRIOR ACTION:**

March 27, 2006 - City Council approved an Interlocal Agreement between the City and the CRA providing for financial assistance in the development, design, constructing and equipping of infrastructure and public improvements at the Community Maritime Park.

March 27, 2006 - City Council approved the Master Development Agreement and Master Lease Agreement between the City and the CMPA related to the development, construction and operation of the Community Maritime Park.

October 9, 2006 - City Council adopted Resolution 34-06 declaring its intention to finance certain capital expenditures for the Community Maritime Park through the issuance of new debt.

October 8, 2009 - City Council adopted Resolution 33-09 authorizing the issuance of Redevelopment Revenue Bonds, Series 2009 and approved all actions necessary to complete the sale. Further, that Bonds be issued in an amount not to exceed \$48 million.

March 11, 2010 - City Council adopted Resolution 03-10 designating the CMPA as an instrumentality of the City and accepting the power to appoint and remove Trustees of the CMPA.

May 13, 2010 - City Council adopted Resolution 14-10 amending Resolution 33-09 (Redevelopment Revenue Bonds, Series 2009).

May 13, 2010 - City Council adopted Resolution 15-10 authorizing the City Manager to execute all documents necessary to obtain NMTC funding for the Community Maritime Park.

May 13, 2010 - City Council approved the Omnibus Amendment to the March 27, 2006 Master Development Agreement and Master Lease Agreement between the City and the CMPA.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

There is no financial impact to the City. The funds for the estimated transfer and closing costs are appropriated in the CRA Fiscal Year 2017 Budget.

**CITY ATTORNEY REVIEW:** Yes

3/31/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00241

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - VIDEO DETECTION EQUIPMENT

**RECOMMENDATION:**

That City Council authorize the Mayor to execute and implement a Joint Participation Agreement (JPA) with FDOT for the purchase of Video Detection Equipment to be installed at certain state-owned intersections within the City. Further, that City Council adopt a supplemental budget resolution appropriating the funds from the FDOT. Finally that City Council authorize the Mayor to take any and all actions necessary to execute and implement the JPA with the FDOT.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has requested \$57,250 from FDOT to purchase Video Detection Equipment for the following intersections that are State owned within City limits:

- E. Garden Street and S. Palafox Street
- W. Garden Street and S. "A" Street
- W. Cervantes Street and N. "A" Street
- S. Pace Boulevard and Barrancas Avenue

More specifically, this equipment will provide improved vehicular detection of traffic at the intersections versus placement of the in-ground conductive loops that are cut into the pavement surface, which is considered dated-technology. With this advanced technology, trouble shooting the traffic signals/intersections will be expedited and traffic lanes will not have to be closed to perform any kind of repair. This results in maintenance cost savings to the City for each location and less impact and delay to the traveling public. These locations are also located within the FY17 Street Rehabilitation Project (groups 7, 8, and 9) area and would result in a cost savings to each group due to the omission of new traffic loops placed in the pavement, because of this updated technology.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$57,250

Actual: \$57,250

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the funding from the FDOT, per the JPA for the referenced improvements. There will be no required re-payment of the subject funds to FDOT.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

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

**ATTACHMENTS:**

- 1) Joint Participation Agreement
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Explanation

**PRESENTATION:** No



Financial Project Number(s): N/A  
COUNTY: ESCAMBIA

**JOINT PROJECT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF PENSACOLA**

**Video Detection Equipment**

This AGREEMENT is between the State of Florida Department of Transportation (the "DEPARTMENT"), and the City of Pensacola, with offices at 222 West Main Street Pensacola, FL 32502 (the "CITY"). The DEPARTMENT and the CITY are sometimes referred to in this AGREEMENT as a "Party" and collectively as the "Parties."

1. The Parties are desirous of having the CITY install video detection equipment at four locations identified within this agreement, identified to the Parties as the "PROJECT"; and
2. The DEPARTMENT is prepared to reimburse the CITY for direct costs of purchasing video detection cameras for the PROJECT in an amount up to but not to exceed FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$57,250.00) that it has allocated in the fiscal year designated as FY 2018; and
3. This AGREEMENT is in the best interest of both the Parties, and it would be more practical, expeditious, and economical for the CITY to perform such activities; and
4. The CITY by a vote of its City Commission on \_\_\_\_\_, 2017 has authorized the proper CITY officials to enter into this AGREEMENT. A copy of the resolution is included on Exhibit "C."

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, and in compliance with Sections 334.044 and 339.12, Florida Statutes, F.S., the Parties agree to the following:

**5 – SERVICES AND PERFORMANCE**

- A. The recitals set forth in paragraphs 1-4 above are true and correct and are deemed incorporated herein.
- B. The CITY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and adhere to the criteria for evaluating successful completion. The PROJECT and the

quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A" – Scope of Services.

- C. The CITY shall obtain any and all necessary permits as required for completion of the PROJECT.
- D. The CITY agrees that all work performed and materials used in administering the PROJECT shall be in accordance with the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, Design Standards and Federal Manual of Uniform Traffic Control Devices ("MUTCD"), the DEPARTMENT'S Structures Design Manual, the DEPARTMENT'S Plans Preparation Manual ("PPM"), Manual for Uniform Minimum Standards for Design, Rule 14-51, Florida Administrative Code, and the DEPARTMENT'S Traffic Engineering Manual ("TEM"). The CITY shall not perform any work and/or use any materials in administering the PROJECT which are not in accordance with the foregoing without the prior written consent of the DEPARTMENT.
- E. If the CITY hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, F.S.).
- F. The CITY shall not sublet, assign or transfer this AGREEMENT without prior written consent of the DEPARTMENT.
- G. Upon completion of the work authorized by this AGREEMENT, the CITY shall notify the DEPARTMENT in writing of completion.
- H. The CITY:
  - i). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of the AGREEMENT; and
  - ii). Shall expressly require any subcontractors performing work or providing services pursuant to the AGREEMENT to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the AGREEMENT.
- I. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

**FOR THE CITY:**

City of Pensacola  
222 West Main Street  
Pensacola, FL 32502  
Attn: L. Derrik Owens, Public Works Director

**FOR THE DEPARTMENT:**

Florida Department of Transportation  
District Traffic Operations Office  
Post Office Box 607  
Chipley, Florida 32428  
Attn: Kenneth Shiver, District Traffic Systems Specialist

**6 – COMPENSATION AND PAYMENT**

- A. The DEPARTMENT shall reimburse the CITY for direct costs of the PROJECT actually incurred by the CITY, excluding CITY overhead, in an amount up to but not to exceed **FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$57,250.00)** that the DEPARTMENT has allocated in its fiscal year designated as FY 2018 for services described in Exhibit “A” – Scope of Services. It shall be noted that any accrued funding allocated by the DEPARTMENT in any previous fiscal year toward the PROJECT shall be permitted to “roll over” to be available for expenditure by the CITY in subsequent fiscal years. Any additional costs, or other items not covered by this AGREEMENT shall be the CITY’S sole responsibility. The Method of Compensation is included as Exhibit “B.”
- B. The DEPARTMENT shall reimburse the CITY contingent upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall include a copy of the canceled check tendered by the CITY to the consultant/contractor/vendor who performed the work or provided services or materials under the PROJECT. Supporting documentation shall also include dates of services and items of work performed on the PROJECT.
- C. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable deliverables as established in Exhibit “A” – Scope of Services. Deliverables must be received and accepted in writing by the DEPARTMENT’s Project Manager or designee prior to reimbursements.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” – Scope of Services was met.

- i). See the Exhibit "B" for additional measurement and payment provisions.
- E. The CITY may receive progress payments for deliverables based on documented expenses incurred in support of the PROJECT, and where applicable the vendor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapter 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the CITY is unsatisfactory, the DEPARTMENT shall notify the CITY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The CITY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the CITY 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 CITY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the CITY resolves the deficiency. If the deficiency is subsequently resolved, the CITY may bill the DEPARTMENT for the retained amount during the next billing period. If the CITY is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. The CITY should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days unless bid specifications, purchase order, or the AGREEMENT specifies otherwise. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- H. If a payment is not available within forty (40) days after receipt of a properly completed invoice, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices that have to be returned to the CITY because of CITY 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.

- I. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- J. The DEPARTMENT shall make payment(s) by check payable to the City of Pensacola, and forward payment(s) to: L. Derrik Owens, 222 West Main Street Pensacola, FL 32502.
- K. 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 one (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 \$25,000.00 and which have a term for a period of more than one (1) year.
- L. The DEPARTMENT'S obligation to pay under this section is contingent upon an annual appropriation of the Florida Legislature.
- M. 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 for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the CITY'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.
- N. There shall be no reimbursement for travel expenses under this AGREEMENT.
- O. The DEPARTMENT shall have the right to retain out of any payment due the CITY under this AGREEMENT an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the CITY on any other Agreement between the CITY and the DEPARTMENT.
- P. PROJECT costs eligible for DEPARTMENT participation shall be allowed only for costs incurred after the date of final execution of this AGREEMENT.

## 7 – INDEMNITY 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 the 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 CITY guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the CITY or any subcontractor, in connection with this AGREEMENT. Additionally, the CITY agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this AGREEMENT.

“To the fullest extent permitted by law the CITY’S contractor shall indemnify and hold harmless the CITY, the State of Florida, Department of Transportation, and its 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 contractor and persons employed or utilized by contractor in the performance of this Contract.

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 CITY’S sovereign immunity.

To the fullest extent permitted by law, the CITY’S consultant shall indemnify and hold harmless the CITY, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the 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 CITY’S sovereign immunity.”

- B. If the CITY obtains a contractor/consultant for the PROJECT, The CITY shall carry or cause its contractor/consultant to carry and keep in force during the period of this AGREEMENT a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this AGREEMENT. In addition to any other forms of insurance or bonds required under the terms of the AGREEMENT, when it includes construction within the limits of a railroad right-of-way, the CITY must provide

or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended. The CITY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. With respect to any general liability insurance policy required pursuant to this AGREEMENT, all such policies shall be issued by companies licensed to do business in the State of Florida. The CITY shall provide to the DEPARTMENT certificates showing the required coverage to be in effect with endorsements showing the DEPARTMENT to be an additional insured prior to commencing any work under this AGREEMENT. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days advance notice shall be given to the DEPARTMENT or as provided in accordance with Florida law.

## **8 – COMPLIANCE WITH LAWS**

- A. The CITY shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CITY in conjunction with this AGREEMENT. Specifically, if the CITY is acting on behalf of a public agency the COUNTY shall:
1. Keep and maintain public records required by the DEPARTMENT in order to perform the services being performed by the CITY.
  2. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and upon request from the DEPARTMENT, provide the DEPARTMENT with a copy of the requested record at no cost to the DEPARTMENT.
  3. 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 and following completion of the AGREEMENT if the CITY does not transfer the record to the DEPARTMENT.
  4. Upon completion of the AGREEMENT, transfer, at no cost to the DEPARTMENT, all public records related to the AGREEMENT in possession of the CITY or keep and maintain public records required by the DEPARTMENT to perform the service. If the CITY transfers all public records to the DEPARTMENT upon completion of the AGREEMENT, the CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of the AGREEMENT, the CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT'S custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.



Failure by the CITY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT. The CITY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the CITY and shall promptly provide the DEPARTMENT a copy of the CITY'S response to each such request.

- B. The CITY warrants that it has not employed or obtained any company or person, other than bona fide employees of the CITY to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the CITY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the AGREEMENT without liability.
- C. The CITY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof. The CITY shall not discriminate on the grounds of race, color, religion, sex or national origin in performance of work under this AGREEMENT.
- D. This AGREEMENT is governed by and shall be construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this AGREEMENT shall be in Leon County, Florida.
- E. No funds received pursuant to this AGREEMENT may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- F. The CITY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this AGREEMENT.
- G. Any PROJECT funds made available by the DEPARTMENT pursuant to this AGREEMENT which are determined by the DEPARTMENT to have been expended by the CITY 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 CITY 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.
- H. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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, for CATEGORY TWO for a period of 36

months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

## **9 – TERMINATION AND DEFAULT**

- A. If the DEPARTMENT determines the performance of the CITY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the AGREEMENT, or (b) notifying the CITY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the AGREEMENT will be terminated at the end of such time, or the DEPARTMENT will take whatever action is deemed appropriate by the DEPARTMENT.
- B. The DEPARTMENT may cancel this AGREEMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to terminate or cancel this AGREEMENT in the event the CITY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this AGREEMENT in the event of an assignment being made for the benefit of creditors. This AGREEMENT may be canceled by the CITY upon (60) sixty days written notice to the DEPARTMENT.
- C. If the DEPARTMENT requires termination of the AGREEMENT for reasons other than unsatisfactory performance of the CITY, the DEPARTMENT shall notify the CITY of such termination, with instructions to the effective date of termination or specify the stage of work at which the AGREEMENT is to be terminated.
- D. If the AGREEMENT is terminated before performance is completed, the CITY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the CITY.

## **10 - MISCELLANEOUS**

- A. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is

further agreed that no modification, amendment, or alteration in the terms and conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- B. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the CITY under any circumstances without the prior written consent of the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.
- C. In no event shall the making by the DEPARTMENT of any payment to the CITY 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 CITY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- D. Unless otherwise provided herein or by Amendment, the provisions of this AGREEMENT will remain in full force and effect until the PROJECT is completed and appropriate reimbursements are made, or for a one (1) year term from the date of execution of this AGREEMENT, whichever occurs first.
- E. The CITY agrees to comply with, and to incorporate in all subcontracts the obligation to comply with, Section 20.055(5), Florida Statutes and Section 255.0991, Florida Statutes.
- F. The effective date of this AGREEMENT shall be the latest date on which a party executes this AGREEMENT.

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IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the dates set forth below.

CITY OF PENSACOLA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ (Seal)

LEGAL REVIEW:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Phillip Gainer, P.E.  
District Secretary  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Krissy Cook  
Executive Secretary (Seal)

LEGAL REVIEW:

By: \_\_\_\_\_  
Office of the General Counsel

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## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **Video Detection Equipment**

##### **Project Summary:**

This PROJECT involves the deployment of GRIDSMART video detection equipment at four intersections within the City of Pensacola. The use of GRIDSMART video detection allows the CITY to have versatility with the video detection equipment including traffic monitoring within the four intersection as well as collecting traffic data.

##### **Scope of Services/Deliverables:**

The Scope of Services for this AGREEMENT includes all work, labor, activities, services, materials and equipment that is necessary to successfully install a GRIDSMART video detection system at the intersections identified below in the City of Pensacola.

Intersection	Number of Cameras	Camera Type
Garden Street & Palafox Street	1	Single
Garden Street & A Street	1	Single
Cervantes Street & A Street	1	Single
Pace Boulevard & Barrancas Avenue	2	Dual

All parts, cabling, hardware, installation and integration will be the responsibility of the City of Pensacola.

##### **Benefits of Deployment:**

Benefits to the CITY addressed in this AGREEMENT will provide more efficient overall traffic management through the corridor by providing better tools to the traffic management system operations personnel. It provides increased traffic monitoring, increased data collection capabilities and reporting and overall safety of the public utilizing the public infrastructure.

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**EXHIBIT "B"**  
**METHOD OF COMPENSATION**

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Services) of this AGREEMENT, the DEPARTMENT shall reimburse The CITY for direct costs of the PROJECT actually incurred by the CITY, excluding CITY overhead, in an amount up to but not to exceed **FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$57,250.00)**. The DEPARTMENT shall reimburse up to but not exceeding \$13,500 for single camera units and up to but not exceeding \$17,200 for the dual unit. Method of Compensation shall be based on 3 single units and 1 dual unit with proper documentation of Invoice from vendor. Invoices and other backup documentation shall be clearly associated with the goal of procurement of video detection equipment for use within four intersections as stated in this AGREEMENT. Utilization of funding for the intended purpose under the terms of this AGREEMENT shall be plainly evident, otherwise the CITY should seek advance approval from the DEPARTMENT prior to expenditure of the funds. The DEPARTMENT in some cases may require a memorandum of justification or clarification from the CITY as backup for certain expenditures reimbursable under the terms of this AGREEMENT.

The CITY may receive progress payments up to the DEPARTMENT's participation limit for deliverables based on documentation of Invoice from vendor, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

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**EXHIBIT "C"**

**BOARD OF COUNTY COMMISSION**  
**RESOLUTION OR MEETING MINUTES**  
**FOR VIDEO DETECTION EQUIPMENT**

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**RESOLUTION**

**NO.   -**

**A RESOLUTION  
TO BE ENTITLED:**

**A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**A. SPECIAL GRANTS FUND**

As Reads	State Grants	1,463,089
To:		
Reads	State Grants	1,520,339
As Reads	Personal Services	7,585,962
To:		
Reads	Personal Services	7,643,212

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****APRIL 2017 - JPA WITH FDOT - VIDEO DETECTION EQUIPMENT**

FUND		AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>			
Estimated Revenues			
State Grants		57,250	Increase estimated revenue for State Grants
Total Revenues		<u>57,250</u>	
Appropriations			
Capital Outlay		57,250	Increase appropriation for Capital Outlay
Total Appropriations		<u>57,250</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-21

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-21 - JOINT PARTICIPATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION - VIDEO DETECTION EQUIPMENT

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 17-21.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017: PROVIDING FOR THE EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has requested \$57,250 from the Florida Department of Transportation (FDOT) to purchase Video Detection Equipment for the following intersections that are State owned within City limits:

- E. Garden Street and S. Palafox Street
- W. Garden Street and S. "A" Street
- W. Cervantes Street and N. "A" Street
- S. Pace Boulevard and Barrancas Avenue

More specifically, this equipment will provide improved vehicular detection of traffic at the intersections versus placement of the in-ground conductive loops that are cut into the pavement surface, which is considered dated-technology. With this advanced technology, trouble shooting the traffic signals/intersections will be expedited and traffic lanes will not have to be closed to perform any kind of repair. This results in maintenance cost savings to the City for each location and less impact and delay to the traveling public. These locations are also located within the FY17 Street Rehabilitation Project (groups 7, 8, and 9) area and would result in a cost savings to each group due to the omission of new traffic loops placed in the pavement, because of this updated technology.

**PRIOR ACTION:**

NONE

**FUNDING:**

Budget: \$57,250.00 FDOT - JPA

Actual: \$57,250.00

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the funding from the FDOT, per the JPA for the referenced improvements. There will be no required re-payment of the subject funds to FDOT.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

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

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 17-21
- 2) Supplemental Budget Explanation No. 17-21

**PRESENTATION:** No

**RESOLUTION  
NO. 17-21**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

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

**A. SPECIAL GRANTS FUND**

As Reads	State Grants	1,463,089
To:		
Reads	State Grants	1,520,339
As Reads	Personal Services	7,585,962
To:		
Reads	Personal Services	7,643,212

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****APRIL 2017 - JPA WITH FDOT - VIDEO DETECTION EQUIPMENT**

FUND		AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>			
Estimated Revenues			
State Grants		57,250	Increase estimated revenue for State Grants
Total Revenues		<u>57,250</u>	
Appropriations			
Capital Outlay		57,250	Increase appropriation for Capital Outlay
Total Appropriations		<u>57,250</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 04-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor  
City Council Member Sherri F. Myers

**SUBJECT:**

PROPOSED ORDINANCE NO. 04-17 - REPEALING SECTION 10-4-16(c) OF THE CITY CODE -  
INSTALLATION OF SERVICES

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 04-17 repealing Section 10-4-16(c) of the city code on second reading.

AN ORDINANCE REPEALING SECTION 10-4-16(c) OF THE CODE OF THE CITY  
OF PENSACOLA, FLORIDA, INSTALLATION OF SERVICES; PROVIDING FOR  
SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On October 6, 2008, the City Council voted to suspend Section 10-4-16 of the Code of the City of Pensacola regarding the installation of natural gas piping services.

On September 22, 2011 the City Council adopted Ordinance No. 21-11 reinstating installation services and a gas piping fee, while also proposing that Pensacola Energy develop a program in partnership with local plumbers to retain and grow customers through the promotion of natural gas appliances. The Plumbing Partnership Program was initiated in 2012.

The Mayor has directed Pensacola Energy to suspend services authorized under Section 10-4-16(c) until City Council has taken action on a proposed ordinance repealing Section 10-4-16(c). With City Council's approval to repeal Section 10-4-16(c), Pensacola Energy installation services for natural gas piping and appliances would no longer be authorized. Pensacola Energy will continue with the Pilot Lite Program as well as respond to emergency safety calls including calls when the odor of gas is detected. Pensacola Energy will take whatever measures would be necessary to ensure the immediate safety of their customers. Any major repairs or installations would be the responsibility of the customer. Therefore, Pensacola Energy would no longer be



authorized to provide these services.

**PRIOR ACTION:**

October 6, 2008 - City Council voted to suspend Section 10-4-16 of the City Code.

September 22, 2011 - City Council adopted Ordinance No. 21-11 reinstating installation services. and a gas piping fee.

March 9, 2017 - City Council adopted Proposed Ordinance No. 04-17 on first reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Approval of the repeal of Section 10-4-16(c) would have minimal financial impact in Fiscal Year 2017.

**CITY ATTORNEY REVIEW:** Yes

2/22/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 04-17

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 04-17

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE REPEALING SECTION 10-4-16(c) OF THE CODE OF  
THE CITY OF PENSACOLA, FLORIDA, INSTALLATION OF  
SERVICES; PROVIDING FOR SEVERABILITY; REPEALING  
CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 10-4-16 of the Code of the City of Pensacola, Florida, is hereby  
amended to read as follows:

Sec. 10-4-16. - Installation of services.

- (a) The city will install for any new customer of its gas service a service line measuring from the gas main to the proposed meter site. For such portion of any such service line, the customer shall pay an installation charge equal to the cost of such installation minus the estimated net first annual revenue to the city derived from the sale of gas at the service address, such estimate to be determined by a representative of Energy Services of Pensacola. There shall be no installation charge if the estimated net first annual revenue exceeds the cost of installation.
- (b) The city may perform work on its distribution system upon customer or contractor request. Where applicable, the customer or contractor will pay a charge to offset the labor and materials expense as determined by a representative of Energy Services of Pensacola.
- (c) ~~The city will offer installation services for natural gas piping and natural gas appliances. Services include but are not limited to gas piping installation for cell towers, natural gas generators, water heater replacements, water heater conversions, miscellaneous house piping, and subcontracting services to builders in the new home construction market throughout the ESP franchise area. Pricing is based on standard vehicle costs, labor costs including overhead plus a moderate markup over cost that will not exceed twenty (20) percent. Any applicable rebates will be deducted from the installation charge. Work may be done by outside contractor or ESP staff.~~

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

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

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00260

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Sherri F. Myers

**SUBJECT:**

OVERRIDE MAYOR ASHTON HAYWARD'S VETO OF MARCH 14, 2017 OF THE CITY COUNCIL ACTION ITEM #17-00186, BEGIN THE PROCESS FOR HIRING A BUDGET ANALYST, PASSED BY CITY COUNCIL ON MARCH 9, 2017.

**RECOMMENDATION:**

That City Council vote to override Mayor Ashton Hayward's Veto, dated March 14, 2017, of City Council legislative action item #17-00186 pertaining to the City Council beginning the process of hiring a Budget Analyst, which City Council passed on March 9, 2017.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On November 4, 2014 the citizens of Pensacola passed, via referendum vote, a Charter Amendment stating in part, "The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council:...Budget Analyst, Legal Aide, Council Executive, Executive Assistant, Other Staff..." This amendment is found within the City Charter under the enumerated Powers and Duties of the City Council, Section 4.02(a) (6).

On February 12 (first reading) and March 12 (second reading and adoption) of 2015, the Office of City Council was established through Ordinance No. 05-15, each passing without a Mayoral Veto being offered.

On March 17 (first reading) and April 14 (second reading and adoption) of 2016, the position of Budget Analyst to the City Council was established (in accordance with City Charter 4.02(a) (6) via Ordinance No. 10-16, each passing without a Mayoral Veto being offered.

A 2016-2017 proposed budget was offered by the Mayor wherein funds were included for City Council Staff; also included was an organizational chart showing the position of Budget Analyst to the City Council. This proposed budget was approved by the City Council on September 14, 2016, passing without a Mayoral Veto being offered.

On March 9, 2017 the City Council passed a Legislative Action item to, "...begin the hiring process for a

Budget Analyst in accordance with City Charter 4.02(a) (6).”

On March 14, 2017 City Council was notified of the Mayoral Veto of this Legislative Action item, an item which functioned as an implementation of City Charter and in accordance with previously adopted City Ordinances.

The Charter of the City of Pensacola provides for enumerated Powers and Duties as an expressed will of the Citizens of Pensacola; it is therefore imperative that City Council override this Veto action of the Mayor in order to protect the will of the people.

**PRIOR ACTION:**

July 14, 2014 - City Council approved on first reading, Proposed Ordinance No. 31-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot

August 11, 2014 - City Council adopted Ordinance No. 28-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot

November 4, 2014 - Charter Amendment passed via referendum vote requiring the City Council to establish the Office of the City Council and to adopt by ordinance the position of budget analyst

February 12, 2015 - City Council approved on first reading, Proposed Ordinance No. 05-15, creating Section 2-2-10 of the City Code, creating the Office of City Council in accordance with City Charter 4.02(a)(6)

March 12, 2015 - City Council adopted Ordinance No. 05-15, creating the Office of City Council.

March 17, 2016 - City Council approved, on first reading, Proposed Ordinance No. 05-16, an ordinance creating Section 2-4-52 of the City Code, creating the position of Budget Analyst to the City Council in accordance with City Charter 4.02(a)(6)

April 14, 2016 - City Council adopted Ordinance No. 10-16, creating the position of Budget Analyst to the City Council

September 7, 2016 - City Council conducted first public hearing on the 2016-2017 City Budget and approved a tentative budget by Resolution No. 29-16

September 14, 2016 - City Council adopted the 2016-2017 City Budget by Resolution No. 32-16

March 9, 2017 - City Council passed a Legislative Action Item #17-00186 to begin the process for hiring a Budget Analyst to the City Council

March 14, 2017 - Mayor Hayward exercised Veto of Legislative Action Item #17-00186

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Ordinance No. 28-14, Creating Charter Amendment
- 2) Ordinance No. 05-15, Creating the Office of City Council
- 3) Ordinance No. 10-16, Establishing Position of Budget Analyst
- 4) Organizational Chart for Office of City Council
- 5) September 14, 2016 Council Report
- 6) March 9, 2017 Council Report
- 7) March 14, 2017 Veto Memos from Mayor Hayward

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 31-14

ORDINANCE NO. 28-14

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF PENSACOLA, FLORIDA; AMENDING SEC. 4.02 OF THE CHARTER TO ADD SUBSECTION (a)(6); PROVIDING THE CITY COUNCIL WITH AUTHORITY TO HIRE ITS OWN STAFF INDEPENDENT OF THE MAYOR'S AUTHORITY TO HIRE CITY OFFICERS AND EMPLOYEES; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City Council calls for the holding of a referendum of the electors of the City of Pensacola on November 4, 2014, to consider and vote for or against the approval of the proposed amendment to the City Charter.

SECTION 2. The Supervisor of Elections of Escambia County is hereby appointed as the clerk of a municipal election to be held on November 4, 2014.

SECTION 3. The City of Pensacola shall reimburse the Supervisor of Elections for any costs incurred by that office directly related to the preparation for, conducting of, and certifying the results of the referendum on the proposed City Charter revision.

SECTION 4. The language to appear on the ballot of the referendum on the proposed City Charter revision shall be:

QUESTION

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**PERTAINING TO CITY COUNCIL AUTHORITY TO HIRE ITS OWN STAFF  
INDEPENDENT OF THE MAYOR**

Shall the City of Pensacola amend its current Charter to provide the City Council with the authority to hire its own staff independent of the Mayor's authority to hire all City officers and employees?

YES - For granting the City Council the power to hire its own staff independent of the Mayor's authority to hire all City officers and employees - \_\_\_\_\_



NO - Against granting the City Council the power to hire its own staff independent of the Mayor's authority to hire all City officers and employees - \_\_\_\_\_

SECTION 5. The appropriate officials of the City shall cause to be published in a newspaper of general circulation of the City the notices of the referendum required by the existing City Charter and applicable Florida law.

SECTION 6. In the event the foregoing proposal is approved by a majority of the electors voting on the proposal, the following provision of the Charter for the City of Pensacola shall be added to Section 4.02 (a) of the existing Charter, to wit:

**Section 4.02. City Council.**

**(a) Powers and Duties.** City Council Members shall exemplify good citizenship and exhibit a cooperative spirit. The City Council shall have the following powers and duties:

...

(6) The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council: (a) Budget Analyst. The City Council is authorized to employ a Budget Analyst or an individual with similar qualifications, pursuant to the City's position classification code, to assist in the budgetary matters of the City Council. The City Council, by ordinance, shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (b) Legal Aide. The City Council may appoint one assistant city attorney, whose salary shall be in accordance with those established for other assistant city attorneys. Said assistant city attorney shall (1) serve only in an advisory capacity to the City Council, and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of him by the city attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the Council. Said assistant city attorney shall not file suit or bring or defend any action in court on behalf of the City Council, the Mayor, the several departments, officers and boards of the City government except with written authorization of the City Attorney. No action or opinion of said assistant city attorney shall be construed to be the official legal position of the City, and such official legal positions and actions shall be solely within the scope and powers and duties of the City Attorney; (c) Council Executive. The City Council is authorized to hire a Council Executive. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (d) The City Council is authorized to hire an Executive Assistant. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; and (e) Other Staff. The City Council may create and fill other staff positions for the purpose of assisting it in the performance of its legislative function.

SECTION 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect immediately upon its passage by the City Council.

Passed: August 11, 2014

Approved: *Jewel C. ...*  
President of City Council

Attest:

*Trisha L. Bennett*  
City Clerk

PROPOSED  
ORDINANCE NO. 05-15

ORDINANCE NO. 05-15

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA, CREATING SECTION 2-2-10 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ESTABLISHING AN OFFICE OF THE CITY COUNCIL; PROVIDING FOR THE STAFFING OF THE CITY COUNCIL PURSUANT TO REQUIREMENTS OF THE CITY CHARTER; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-2-10 of the Code of the City of Pensacola, Florida, is hereby created to read:

**Sec. 2-2-10. Office of the City Council.**

Pursuant to the requirements of Sec. 4.02 (a) (6) of the Charter of the City of Pensacola, Florida, there is hereby created and established the Office of the City Council, with staffing, duties and responsibilities in accordance with the following criteria:

1. The City Council is authorized to employ staff to fill the following positions or discharge the following functions: Budget Analyst, Assistant City Attorney, Council Executive, Executive Assistant, and such other staff as may be deemed warranted in the performance of Council's legislative function.
2. All positions filled by the City Council shall conform to the requirements of the City Charter.
3. Each approved position shall be filled by majority vote of the City Council, and each employee so hired shall be regarded as an "at will" employee under Florida law and shall serve at the pleasure of the City Council. A majority vote of City Council shall be required to remove any employee so employed.
4. The compensation and fringe benefits of each employee hired shall be fixed by Council in accordance with the pay plan and employee benefits extended to comparably employed employees of the City of Pensacola. Each employment contract shall be executed by the Council President.
5. All employees of the Office of City Council shall be regarded as employees of the City of Pensacola, shall be responsible to the City Council through the President of the Council and shall be supervised by the Council Executive.

6. In the performance of their duties, the staff of the Office of City Council shall be directed by the Council President or by formal Council action.

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: March 12, 2005

Approved: 

President of the City Council

Attest:

  
City Clerk

PROPOSED  
ORDINANCE NO. 05-16

ORDINANCE NO. 10-16

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING SECTION 2-4-52 TO PROVIDE FOR THE CREATION OF THE POSITION OF BUDGET ANALYST TO THE CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-4-52 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Sec. 2-4-52. – Budget Analyst.

- (a) *Legislative findings.* The City Council is authorized to create the position of Budget Analyst in accordance with Section 4.02(6) of the City Charter.
- (b) *Establishment.* There is hereby created the position of Budget Analyst whose designated function is to assist the City Council in the conduct of budgetary inquiries, analyses and making budgetary decisions.
- (c) *Qualifications.* Appointees serving as the Budget Analyst shall have the professional qualifications of a college degree in accounting, finance, or budget analysis and one (1) year of experience in accounting, finance and budget analysis. Two (2) years of pertinent experience may be substituted for each year of college lacking.
- (d) *Classification and Salary.* The City's position classification code classifies the position of Budget Analyst as GE-09. This classification carries a salary range of \$26,270 - \$43,868 as set forth in the City's Pay Scale Summary.
- (e) *Duties.* The duties of the Budget Analyst shall include:
  - 1. Providing a formal, comprehensive review and analysis of the proposed annual budget.
  - 2. Gathering, organizing, and analyzing data and information relative to budgetary issues.
  - 3. Providing comparative studies of other cities as they relate to municipal finance.
  - 4. Engaging in fiscal forecasting and planning.
  - 5. Analyzing the city's past, current, and proposed revenues and expenditures.
  - 6. Reviewing existing and potential tax revenues.

7. Analyzing federal, state, and local programs to determine sources of funding and appropriate expenditure options.
8. Reviewing the economic effects of proposed legislation.
9. Preparing fiscal and economic project analysis as directed by the City Council.
10. Providing policy research and fiscal analysis on proposed legislation.
11. Preparing such other reports relating to budgetary and legislative policy concerns directed by the City Council.
12. Making recommendations to the City Council in connection with the analysis, studies, and reports described herein.

(f) *Appointment and Removal.* The City Council shall appoint and may remove the Budget Analyst from office by a majority vote of the members of the City Council at any time, with or without cause.

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

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

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

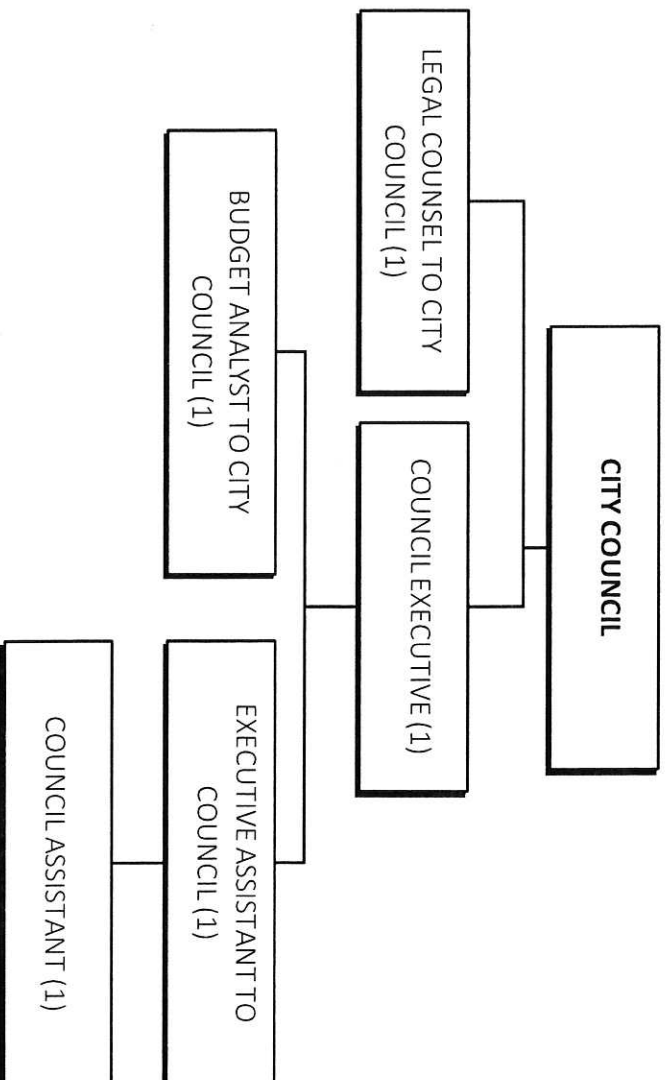
Adopted: April 14, 2016

Approved:   
President of City Council

Attest:

  
City Clerk

# CITY COUNCIL



Total Positions: 5



# Report of City Council Action Items – Special Meeting

September 14, 2016



**Members Present:** Council President Charles Bare, Vice President Brian Spencer, Jewel Cannada-Wynn, Larry B. Johnson, Sherri Myers, Andy Terhaar, and Gerald Wingate

**Absent:** P. C. Wu

1. FINALLY LEVYING AN AD VALOREM TAX FOR THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT DISTRICT FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 31-16: **MOTION TO APPROVE**

A RESOLUTION FINALLY LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF PENSACOLA INCLUDING THE DOWNTOWN IMPROVEMENT DISTRICT FOR 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed unanimously.*

2. ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 32-16: **MOTION TO APPROVE**

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; MAKING FINAL APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT ON ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed 6 - 1. Council President Bare dissenting.*

3. ADOPTING A FINAL BUDGET FOR THE DOWNTOWN IMPROVEMENT BOARD FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 33-16: **MOTION TO APPROVE**

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA DOWNTOWN IMPROVEMENT BOARD FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed unanimously.*

16.    09-17           PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28  
                          OF THE CITY CODE - PROHIBITING SOLICITATION OF  
                          DONATIONS UPON PUBLIC SIDEWALKS AND  
                          RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

Sponsors: Ashton J. Hayward, III, Brian Spencer

Indexes:

Attachments: Proposed Ordinance No. 09-17

Letter from John Peacock, DIB Chairman

DIB Panhandling Ordinance Boundary Map

postponed

17.    17-00114       AMENDMENT TO CITY COUNCIL RULES AND  
                          PROCEDURES; SECTION 2.07 - CONSENT AGENDA

Sponsors: Brian Spencer

Indexes:

Attachments: Proposed Amendment to Section 2.07 - City Council Rules and  
Procedures - Spencer

approved

**Yes:** 5 - Spencer, Wingate, Terhaar, Cannada-Wynn, and Wu

**Absent:** 2 - Johnson, and Myers

18.    17-00186       BUDGET ANALYST TO THE CITY COUNCIL

Sponsors: Jewel Cannada-Wynn

Indexes:

Attachments: Proposal--Budget Analyst Rev (002)

Job Description--Budget Analyst

City Attorney Opinion - Council Budget Analyst

EMAIL TRANSMITTAL MAYORAL VETO

approved

**Yes:** 5 - Spencer, Wingate, Terhaar, Cannada-Wynn, and Wu

**Absent:** 2 - Johnson, and Myers



OFFICE of the MAYOR

**MEMORANDUM**

TO: Brian Spencer, President of City Council  
City Council Members

FROM: Ashton J. Hayward, III, Mayor *AA*

DATE: March 14, 2017

SUBJECT: Veto of Council Action on March 9, 2017

Mr. President and Members of the City Council,

On March 9, 2017, City Council took action to begin the process of hiring a Budget Analyst to the City Council. As Councilmember Wingate stated, the City of Pensacola currently has full-time staff that provides analysis of the City's budget. There are more pressing needs within the City of Pensacola that would directly benefit the taxpayers. Therefore, I am vetoing this action.

As always, my staff and I stand ready to provide any information and assistance you need in order to discharge your duties, and I encourage each of you to contact me at any time with any questions or concerns you may have.



OFFICE of the MAYOR

**MEMORANDUM**

TO: Brian Spencer, President of City Council  
FROM: Ashton J. Hayward, III, Mayor *AH*  
DATE: March 14, 2017  
SUBJECT: Exercise of Veto Power Pursuant to Article IV, Section 4.01(a)(10)  
Charter for the City of Pensacola

I hereby exercise my veto power pursuant to the Charter of the City of Pensacola, Article IV, Section 4.01(a)(10) and veto the action taken by City Council on March 9, 2017 regarding item #17-00186, the hiring of a Budget Analyst to the City Council.

cc: City Council



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00261

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Jewel Cannada-Wynn

**SUBJECT:**

OVERRIDE MAYOR ASHTON HAYWARD'S VETO OF MARCH 14, 2017 OF THE CITY COUNCIL ACTION ITEM #17-00186, BEGIN THE PROCESS FOR HIRING A BUDGET ANALYST, PASSED BY CITY COUNCIL ON MARCH 9, 2017

**RECOMMENDATION:**

That City Council vote to override Mayor Ashton Hayward's Veto, dated March 14, 2017, of City Council legislative action item #17-00186 pertaining to the City Council beginning the process of hiring a Budget Analyst, which City Council passed on March 9, 2017.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On November 4, 2014 the citizens of Pensacola passed, via referendum vote, a Charter Amendment stating in part, "The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council:...Budget Analyst, Legal Aide, Council Executive, Executive Assistant, Other Staff..." This amendment is found within the City Charter under the enumerated Powers and Duties of the City Council, Section 4.02(a) (6).

On February 12 (first reading) and March 12 (second reading and adoption) of 2015, the Office of City Council was established through Ordinance No. 05-15, each passing without a Mayoral Veto being offered.

On March 17 (first reading) and April 14 (second reading and adoption) of 2016, the position of Budget Analyst to the City Council was established (in accordance with City Charter 4.02(a) (6) via Ordinance No. 10-16, each passing without a Mayoral Veto being offered.

A 2016-2017 proposed budget was offered by the Mayor wherein funds were included for City Council Staff; also included was an organizational chart showing the position of Budget Analyst to the City Council. This proposed budget was approved by the City Council on September 14, 2016, passing without a Mayoral Veto being offered.

On March 9, 2017 the City Council passed a Legislative Action item to, "...begin the hiring process for a

Budget Analyst in accordance with City Charter 4.02(a) (6).”

On March 14, 2017 City Council was notified of the Mayoral Veto of this Legislative Action item, an item which functioned as an implementation of City Charter and in accordance with previously adopted City Ordinances.

The Charter of the City of Pensacola provides for enumerated Powers and Duties as an expressed will of the Citizens of Pensacola; it is therefore imperative that City Council override this Veto action of the Mayor in order to protect the will of the people.

**PRIOR ACTION:**

July 14, 2014 - City Council approved on first reading, Proposed Ordinance No. 31-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot

August 11, 2014 - City Council adopted Ordinance No. 28-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot

November 4, 2014 - Charter Amendment passed via referendum vote requiring the City Council to establish the Office of the City Council and to adopt by ordinance the position of budget analyst

February 12, 2015 - City Council approved on first reading, Proposed Ordinance No. 05-15, creating Section 2-2-10 of the City Code, creating the Office of City Council in accordance with City Charter 4.02(a)(6)

March 12, 2015 - City Council adopted Ordinance No. 05-15, creating the Office of City Council.

March 17, 2016 - City Council approved, on first reading, Proposed Ordinance No. 05-16, an ordinance creating Section 2-4-52 of the City Code, creating the position of Budget Analyst to the City Council in accordance with City Charter 4.02(a)(6)

April 14, 2016 - City Council adopted Ordinance No. 10-16, creating the position of Budget Analyst to the City Council

September 7, 2016 - City Council conducted first public hearing on the 2016-2017 City Budget and approved a tentative budget by Resolution No. 29-16

September 14, 2016 - City Council adopted the 2016-2017 City Budget by Resolution No. 32-16

March 9, 2017 - City Council passed a Legislative Action Item #17-00186 to begin the process for hiring a Budget Analyst to the City Council

March 14, 2017 - Mayor Hayward exercised Veto of Legislative Action Item #17-00186

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Ordinance No. 28-14, Creating Charter Amendment
- 2) Ordinance No. 05-15, Creating the Office of City Council
- 3) Ordinance No. 10-16, Establishing Position of Budget Analyst
- 4) Organizational Chart for Office of City Council
- 5) September 14, 2016 Council Report
- 6) March 9, 2017 Council Report
- 7) March 14, 2017 Veto Memos from Mayor Hayward

**PRESENTATION:** No



PROPOSED  
ORDINANCE NO. 31-14

ORDINANCE NO. 28-14

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF PENSACOLA, FLORIDA; AMENDING SEC. 4.02 OF THE CHARTER TO ADD SUBSECTION (a)(6); PROVIDING THE CITY COUNCIL WITH AUTHORITY TO HIRE ITS OWN STAFF INDEPENDENT OF THE MAYOR'S AUTHORITY TO HIRE CITY OFFICERS AND EMPLOYEES; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City Council calls for the holding of a referendum of the electors of the City of Pensacola on November 4, 2014, to consider and vote for or against the approval of the proposed amendment to the City Charter.

SECTION 2. The Supervisor of Elections of Escambia County is hereby appointed as the clerk of a municipal election to be held on November 4, 2014.

SECTION 3. The City of Pensacola shall reimburse the Supervisor of Elections for any costs incurred by that office directly related to the preparation for, conducting of, and certifying the results of the referendum on the proposed City Charter revision.

SECTION 4. The language to appear on the ballot of the referendum on the proposed City Charter revision shall be:

QUESTION

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**PERTAINING TO CITY COUNCIL AUTHORITY TO HIRE ITS OWN STAFF  
INDEPENDENT OF THE MAYOR**

Shall the City of Pensacola amend its current Charter to provide the City Council with the authority to hire its own staff independent of the Mayor's authority to hire all City officers and employees?

YES - For granting the City Council the power to hire its own staff independent of the Mayor's authority to hire all City officers and employees - \_\_\_\_\_

NO - Against granting the City Council the power to hire its own staff independent of the Mayor's authority to hire all City officers and employees - \_\_\_\_\_

SECTION 5. The appropriate officials of the City shall cause to be published in a newspaper of general circulation of the City the notices of the referendum required by the existing City Charter and applicable Florida law.

SECTION 6. In the event the foregoing proposal is approved by a majority of the electors voting on the proposal, the following provision of the Charter for the City of Pensacola shall be added to Section 4.02 (a) of the existing Charter, to wit:

**Section 4.02. City Council.**

**(a) Powers and Duties.** City Council Members shall exemplify good citizenship and exhibit a cooperative spirit. The City Council shall have the following powers and duties:

...

(6) The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council: (a) Budget Analyst. The City Council is authorized to employ a Budget Analyst or an individual with similar qualifications, pursuant to the City's position classification code, to assist in the budgetary matters of the City Council. The City Council, by ordinance, shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (b) Legal Aide. The City Council may appoint one assistant city attorney, whose salary shall be in accordance with those established for other assistant city attorneys. Said assistant city attorney shall (1) serve only in an advisory capacity to the City Council, and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of him by the city attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the Council. Said assistant city attorney shall not file suit or bring or defend any action in court on behalf of the City Council, the Mayor, the several departments, officers and boards of the City government except with written authorization of the City Attorney. No action or opinion of said assistant city attorney shall be construed to be the official legal position of the City, and such official legal positions and actions shall be solely within the scope and powers and duties of the City Attorney; (c) Council Executive. The City Council is authorized to hire a Council Executive. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (d) The City Council is authorized to hire an Executive Assistant. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; and (e) Other Staff. The City Council may create and fill other staff positions for the purpose of assisting it in the performance of its legislative function.

SECTION 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect immediately upon its passage by the City Council.

Passed: August 11, 2014

Approved: *Jewel C. ...*  
President of City Council

Attest:

*Trisha L. Bennett*  
City Clerk

PROPOSED  
ORDINANCE NO. 05-15

ORDINANCE NO. 05-15

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA, CREATING SECTION 2-2-10 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ESTABLISHING AN OFFICE OF THE CITY COUNCIL; PROVIDING FOR THE STAFFING OF THE CITY COUNCIL PURSUANT TO REQUIREMENTS OF THE CITY CHARTER; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-2-10 of the Code of the City of Pensacola, Florida, is hereby created to read:

**Sec. 2-2-10. Office of the City Council.**

Pursuant to the requirements of Sec. 4.02 (a) (6) of the Charter of the City of Pensacola, Florida, there is hereby created and established the Office of the City Council, with staffing, duties and responsibilities in accordance with the following criteria:

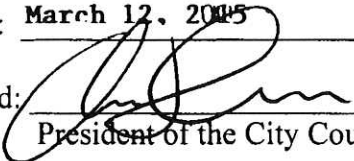
1. The City Council is authorized to employ staff to fill the following positions or discharge the following functions: Budget Analyst, Assistant City Attorney, Council Executive, Executive Assistant, and such other staff as may be deemed warranted in the performance of Council's legislative function.
2. All positions filled by the City Council shall conform to the requirements of the City Charter.
3. Each approved position shall be filled by majority vote of the City Council, and each employee so hired shall be regarded as an "at will" employee under Florida law and shall serve at the pleasure of the City Council. A majority vote of City Council shall be required to remove any employee so employed.
4. The compensation and fringe benefits of each employee hired shall be fixed by Council in accordance with the pay plan and employee benefits extended to comparably employed employees of the City of Pensacola. Each employment contract shall be executed by the Council President.
5. All employees of the Office of City Council shall be regarded as employees of the City of Pensacola, shall be responsible to the City Council through the President of the Council and shall be supervised by the Council Executive.

6. In the performance of their duties, the staff of the Office of City Council shall be directed by the Council President or by formal Council action.

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: March 12, 2005  
Approved:   
President of the City Council

Attest:

  
City Clerk

PROPOSED  
ORDINANCE NO. 05-16

ORDINANCE NO. 10-16

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING SECTION 2-4-52 TO PROVIDE FOR THE CREATION OF THE POSITION OF BUDGET ANALYST TO THE CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-4-52 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Sec. 2-4-52. – Budget Analyst.

- (a) *Legislative findings.* The City Council is authorized to create the position of Budget Analyst in accordance with Section 4.02(6) of the City Charter.
- (b) *Establishment.* There is hereby created the position of Budget Analyst whose designated function is to assist the City Council in the conduct of budgetary inquiries, analyses and making budgetary decisions.
- (c) *Qualifications.* Appointees serving as the Budget Analyst shall have the professional qualifications of a college degree in accounting, finance, or budget analysis and one (1) year of experience in accounting, finance and budget analysis. Two (2) years of pertinent experience may be substituted for each year of college lacking.
- (d) *Classification and Salary.* The City's position classification code classifies the position of Budget Analyst as GE-09. This classification carries a salary range of \$26,270 - \$43,868 as set forth in the City's Pay Scale Summary.
- (e) *Duties.* The duties of the Budget Analyst shall include:
  - 1. Providing a formal, comprehensive review and analysis of the proposed annual budget.
  - 2. Gathering, organizing, and analyzing data and information relative to budgetary issues.
  - 3. Providing comparative studies of other cities as they relate to municipal finance.
  - 4. Engaging in fiscal forecasting and planning.
  - 5. Analyzing the city's past, current, and proposed revenues and expenditures.
  - 6. Reviewing existing and potential tax revenues.

7. Analyzing federal, state, and local programs to determine sources of funding and appropriate expenditure options.
8. Reviewing the economic effects of proposed legislation.
9. Preparing fiscal and economic project analysis as directed by the City Council.
10. Providing policy research and fiscal analysis on proposed legislation.
11. Preparing such other reports relating to budgetary and legislative policy concerns directed by the City Council.
12. Making recommendations to the City Council in connection with the analysis, studies, and reports described herein.

(f) *Appointment and Removal.* The City Council shall appoint and may remove the Budget Analyst from office by a majority vote of the members of the City Council at any time, with or without cause.

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

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

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

Adopted: April 14, 2016

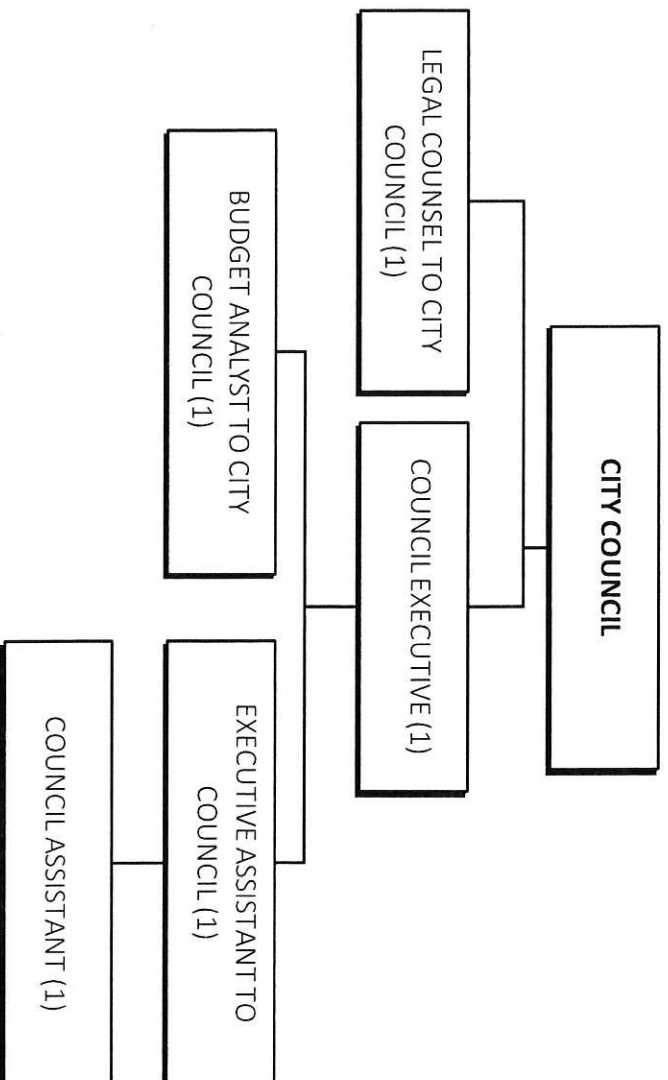
Approved:   
President of City Council

Attest:

  
City Clerk



# CITY COUNCIL



Total Positions: 5

# Report of City Council Action Items – Special Meeting

September 14, 2016



**Members Present:** Council President Charles Bare, Vice President Brian Spencer, Jewel Cannada-Wynn, Larry B. Johnson, Sherri Myers, Andy Terhaar, and Gerald Wingate

**Absent:** P. C. Wu

1. FINALLY LEVYING AN AD VALOREM TAX FOR THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT DISTRICT FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 31-16: **MOTION TO APPROVE**

A RESOLUTION FINALLY LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF PENSACOLA INCLUDING THE DOWNTOWNIMPROVEMENT DISTRICT FOR 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed unanimously.*

2. ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 32-16: **MOTION TO APPROVE**

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; MAKING FINAL APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT ON ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed 6 - 1. Council President Bare dissenting.*

3. ADOPTING A FINAL BUDGET FOR THE DOWNTOWN IMPROVEMENT BOARD FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 33-16: **MOTION TO APPROVE**

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA DOWNTOWN IMPROVEMENT BOARD FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed unanimously.*

16.    09-17           PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28  
                          OF THE CITY CODE - PROHIBITING SOLICITATION OF  
                          DONATIONS UPON PUBLIC SIDEWALKS AND  
                          RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

Sponsors: Ashton J. Hayward, III, Brian Spencer

Indexes:

Attachments: Proposed Ordinance No. 09-17

Letter from John Peacock, DIB Chairman

DIB Panhandling Ordinance Boundary Map

postponed

17.    17-00114       AMENDMENT TO CITY COUNCIL RULES AND  
                          PROCEDURES; SECTION 2.07 - CONSENT AGENDA

Sponsors: Brian Spencer

Indexes:

Attachments: Proposed Amendment to Section 2.07 - City Council Rules and  
Procedures - Spencer

approved

**Yes:** 5 - Spencer, Wingate, Terhaar, Cannada-Wynn, and Wu

**Absent:** 2 - Johnson, and Myers

18.    17-00186       BUDGET ANALYST TO THE CITY COUNCIL

Sponsors: Jewel Cannada-Wynn

Indexes:

Attachments: Proposal--Budget Analyst Rev (002)

Job Description--Budget Analyst

City Attorney Opinion - Council Budget Analyst

EMAIL TRANSMITTAL MAYORAL VETO

approved

**Yes:** 5 - Spencer, Wingate, Terhaar, Cannada-Wynn, and Wu

**Absent:** 2 - Johnson, and Myers



OFFICE of the MAYOR

**MEMORANDUM**

TO: Brian Spencer, President of City Council  
City Council Members

FROM: Ashton J. Hayward, III, Mayor *AA*

DATE: March 14, 2017

SUBJECT: Veto of Council Action on March 9, 2017

Mr. President and Members of the City Council,

On March 9, 2017, City Council took action to begin the process of hiring a Budget Analyst to the City Council. As Councilmember Wingate stated, the City of Pensacola currently has full-time staff that provides analysis of the City's budget. There are more pressing needs within the City of Pensacola that would directly benefit the taxpayers. Therefore, I am vetoing this action.

As always, my staff and I stand ready to provide any information and assistance you need in order to discharge your duties, and I encourage each of you to contact me at any time with any questions or concerns you may have.



OFFICE *of the* MAYOR

**MEMORANDUM**

TO: Brian Spencer, President of City Council  
FROM: Ashton J. Hayward, III, Mayor *AH*  
DATE: March 14, 2017  
SUBJECT: Exercise of Veto Power Pursuant to Article IV, Section 4.01(a)(10)  
Charter for the City of Pensacola

I hereby exercise my veto power pursuant to the Charter of the City of Pensacola, Article IV, Section 4.01(a)(10) and veto the action taken by City Council on March 9, 2017 regarding item #17-00186, the hiring of a Budget Analyst to the City Council.

cc: City Council



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00153

City Council

4/13/2017

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**SUBJECT:**

CITY ADMINISTRATOR COMMUNICATION - ERIC W. OLSON



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00195

City Council

4/13/2017

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### **INFORMATION ITEM**

**FROM:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

MONTHLY CRIME REPORT

**REQUEST:**

Click or tap here to enter text.

**SUMMARY:**

Police Chief Alexander's Monthly Crime Report

**PRIOR ACTION:**

None

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
David Alexander, Chief of Police

**ATTACHMENTS:**

1)

**PRESENTATION:** Yes





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00089

City Council

4/13/2017

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**SUBJECT:**

MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.



# City of Pensacola

## Agenda Conference

### Agenda - Final

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Monday, April 10, 2017, 3:30 PM

Hagler-Mason Conference Room,  
2nd Floor

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#### ROLL CALL

#### PRESENTATION ITEMS

1. [17-00240](#) PRESENTATION FROM THE CHAIRMAN OF THE BOARD OF TRUSTEES- COMMUNITY MARITIME PARK ASSOCIATES (CMPA)

**Recommendation:** Presentation from CMPA Board of Trustees Chairman to be given at the April 13, 2017 City Council Meeting; updating the Council on the financial and maintenance aspects of the park as well as an update on the marketing of the private parcels within the park.

**Sponsors:** Sherri Myers

#### REVIEW OF CONSENT AGENDA ITEMS

2. [17-00012](#) AWARD OF CONTRACT - BID #17-006 BAYOU CHICO "R" STREET AT MAGGIE'S DITCH STORMWATER TREATMENT ENHANCEMENT PROJECT

**Recommendation:** That City Council award a contract for construction of the Bayou Chico "R" Street at Maggie's Ditch Stormwater Treatment Project to Williams Industrial & Marine, Inc., of Westville, Florida, the lowest and most responsible bidder with a base bid of \$597,719.00, plus 10% contingency of \$59,771.90 for a total amount of \$657,490.90.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Bid Tabulation, Bid No. 17-006](#)  
[Final Vendor Reference List, Bid No. 17-006](#)  
[Map, Bayou Chico "R" Street at Maggie's Ditch Stormwater Treatment Enh](#)  
[Report of City Council Action - NFWF Grant – dated 10-8-15](#)

3.     [17-00221](#)     AIRPORT - AWARD OF BID #17-018, PENSACOLA  
INTERNATIONAL AIRPORT FUEL FARM ROAD  
RECONSTRUCTION

**Recommendation:** That City Council award Bid # 17-018, Pensacola International Airport Fuel Farm Road Reconstruction to J. Miller Construction, Inc., the lowest and most responsible bidder in the amount of \$125,684.00 for roadway repairs as outlined in the bid specifications plus a 10% contingency of \$12,568.40 for a total amount of \$138,252.40. Further, that City Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Bid Tabulation - Bid # 17-018](#)  
                          [Vendor Reference List - Bid # 17-018](#)

4.     [17-00208](#)     APPOINTMENT TO THE FIREFIGHTERS' RELIEF AND PENSION  
FUND BOARD OF TRUSTEES

**Recommendation:** That City Council ratify the appointment of Jerri Barnes as the fifth member trustee of the Firefighters' Relief and Pension Fund.

**Sponsors:** Ashton J. Hayward, III

5.     [17-00247](#)     APPOINTMENT - PARKS AND RECREATION BOARD

**Recommendation:** That City Council appoint one (1) individual to serve on the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2020.

**Attachments:**     [Nomination Form - Barrett Breedlove.pdf](#)  
                          [Application of Interest - Barrett Breedlove.pdf](#)  
                          [Resume - Barrett Breedlove.pdf](#)

**REVIEW OF REGULAR AGENDA ITEMS (Sponsor)**

6. [11-17](#) PROPOSED ORDINANCE NO. 11-17 - AMENDMENT TO SECTION 4-3-97, PROVIDING SANITATION COLLECTION FEE AND CREATING A SANITATION EQUIPMENT SURCHARGE.

**Recommendation:** That City Council approve Proposed Ordinance No. 11-17 on first reading.

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION FEES; PROVIDING FOR SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Proposed Ordinance No. 11-17](#)  
[Sanitation Rate Study Report](#)

7. [17-00222](#) QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - JUNCTION AT WEST HILL

**Recommendation:** That City Council conduct a quasi-judicial hearing on April 13, 2017 to consider approval of the final subdivision plat - Junction at West Hill.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Subdivision Plat Application, Junction at West Hill, dated 2/13/2017](#)  
[Final Plat, Junction at West Hill, dated March 2017](#)  
[Plat Boundary Survey, Junction at West Hill, dated February 2017](#)  
[March 14, 2017 Planning Board Minutes](#)

8. [17-00057](#) ANNEXATION OF PROPERTY - CAMPUS HEIGHTS

**Recommendation:** That City Council conduct a Public Hearing to consider the annexation of seventy-seven (77) parcels in the Campus Heights area, sixty-one (61) of which are owned by the Pensacola International Airport.

**Attachments:** [Map of Annexation Area](#)

9.     [10-17](#)           PROPOSED ORDINANCE NO. 10-17 - ANNEXATION OF PROPERTY  
                          - CAMPUS HEIGHTS

**Recommendation:** That City Council approve Proposed Ordinance No. 10-17 on first reading.

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.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Proposed Ordinance No. 10-17](#)  
                              [Survey, City of Pensacola Proposed Campus Heights Annexation Phase I](#)

10.    [17-00175](#)       CREATION OF SECTION 8-1-28 OF THE CITY CODE - PROHIBITING  
                          SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND  
                          RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

**Recommendation:** That City Council adopt an ordinance creating Section 8-1-28 of the City Code  
- Prohibiting solicitation of donations upon public sidewalks and rights-of-way in the Downtown Visitors' District.

**Sponsors:** Ashton J. Hayward, III, Brian Spencer

**Attachments:**     [Letter from John Peacock, DIB Chair, dated February 21, 2017 with Ordina](#)  
                              [Proposed Ordinance](#)  
                              [EMAIL FROM CITY ATTORNEY](#)  
                              [PETITION FROM RESIDENT/PROPERTY OWNERS WITHIN ON PALAF](#)

11.     [09-17](#)           PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28 OF THE CITY CODE - PROHIBITING SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

**Recommendation:** That City Council approve Proposed Ordinance No. 09-17 on first reading.

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III, Brian Spencer

**Attachments:**     [Proposed Ordinance No. 09-17](#)  
                          [Letter from John Peacock, DIB Chairman](#)  
                          [DIB Panhandling Ordinance Boundary Map](#)

12.     [17-00227](#)       PENSACOLA ENERGY - AWARD OF BID #17-012, NATURAL GAS PIPELINE CONSTRUCTION WEST PENSACOLA LOW PRESSURE AREA UPGRADES

**Recommendation:** That City Council award Bid #17-012 Natural Gas Pipeline Construction to R.A.W. Construction, LLC., the lowest and most responsible bidder in the amount of \$2,477,265 for seven (7) natural gas infrastructure replacement projects, \$581,835 for the miscellaneous work option as outlined in the bid specifications plus a 10% contingency of \$305,910 for a total amount of \$3,365,010 for a period of one year. Further, that City Council approve the supplemental budget resolution appropriating the additional amount needed from the Florida Gas System Revenue Note, Series 2016. Finally, that City Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Bid Tabulation - Bid No 17-012.pdf](#)  
                          [Final Vendor Reference List-Bid No 17-012.pdf](#)  
                          [Supplemental Budget Resolution](#)  
                          [Supplemental Budget Explanation](#)

13.     [17-20](#)           SUPPLEMENTAL BUDGET RESOLUTION NO. 17-20 - PENSACOLA ENERGY - AWARD OF BID #17-012, NATURAL GAS PIPELINE CONSTRUCTION WEST PENSACOLA LOW PRESSURE AREA UPGRADES

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-20

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 PROVIDING FOR AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Supplemental Budget Resolution No. 17-20](#)  
                          [Supplemental Budget Explanation](#)

14.     [12-17](#)           PROPOSED ORDINANCE NO. 12-17 - AMENDING SECTION 6-2-3 OF THE CITY CODE--PARKS AND RECREATION BOARD - DUTIES

**Recommendation:** That City Council approve Proposed Ordinance 12-17 on first reading.

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD - DUTIES; TO PROVIDE FOR THE INCLUSION WITHIN THE DUTIES LANGUAGE STATING, “AND RECREATIONAL ACTIVITIES”; PROVIDING FOR SEVERABILITY;     R E P E A L I N G     C L A U S E ; PROVIDING AN EFFECTIVE DATE

**Sponsors:** Brian Spencer

**Attachments:**     [Proposed Ordinance No. 12-17](#)  
                          [March 16, 2017 Parks and Recreation Board Minutes.pdf](#)



15.     [13-17](#)           PROPOSED ORDINANCE NO. 13-17 - AMENDING SECTION 8-3 OF THE CITY CODE - CREATING SECTION 8-3-4 NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL

**Recommendation:** That City Council approve Proposed Ordinance 13-17 on first Reading.

AN ORDINANCE AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFFENSES UPON WATERS; CREATING SECTION 8-3-4 TO PROVIDE FOR A NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL; PROVIDING FOR SEVERABILITY;       R E P E A L I N G       C L A U S E ; PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Brian Spencer

**Attachments:**     [Proposed Ordinance No. 13-17](#)  
                          [ProposedNoWake Zone](#)

16.     [17-00228](#)          RETURN CONVEYANCE OF MORRIS COURT PARK TO THE AREA HOUSING COMMISSION

**Recommendation:** That City Council authorize the Mayor to execute all documents necessary to return the property located at North "J" and West Lloyd Streets, known as Morris Court Park, to the Area Housing Commission for use as planned affordable housing.

**Sponsors:** Ashton J. Hayward, III, Jewel Cannada-Wynn

**Attachments:**     [Deed of Realty dated June 27, 1990](#)  
                          [Area Housing Commission Letter to Keith Wilkins, dated September 16, 201](#)  
                          [Map, Morris Court Park](#)

17. [17-00251](#) REIMBURSEMENT TO CDBG FUND - PURCHASE OF 113 NORTH "C" STREET (FORMER BLOUNT SCHOOL PROPERTY)
- Recommendation:** That City Council approve reimbursing the CDBG Fund \$295,937 based on CDBG program requirements for the purchase of the property located at 113 North "C" Street (former Blount School). Further that City Council approve the supplemental budget resolution appropriating funding for the reimbursement.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Appraisal Report 113 North "C" Street dated March 3, 2017](#)  
[Supplemental Budget Resolution](#)  
[Supplemental Budget Explanation](#)
18. [17-22](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-22 - APPROPRIATING FUNDING FOR REIMBURSEMENT TO THE CDBG FUND - PURCHASE OF 113 NORTH "C" STREET (FORMER BLOUNT SCHOOL PROPERTY)
- Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-22.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Supplemental Budget Resolution No. 17-22](#)  
[Supplemental Budget Explanation No. 17-22](#)
19. [17-00245](#) PORT WAREHOUSE #9 TERMINATION OF LEASE AND WAREHOUSE #1 LEASE AMENDMENT WITH OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.
- Recommendation:** That City Council authorize the Mayor to take all action necessary to terminate the Lease Agreement for Port Warehouse #9 and to amend the Lease Agreement for Port Warehouse #1 with Offshore Inland Marine & Oilfield Services, Inc.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Termination Agreement for Warehouse #9](#)  
[Amendment to Warehouse #1 Lease Agreement](#)

**20.     [17-00254](#)     NEW MARKET TAX CREDIT UNWIND**

**Recommendation:** That City Council authorize the Mayor to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction. This includes but is not limited to executing an Interlocal Agreement with the Community Maritime Park Associates, Inc. (CMPA) and the Community Redevelopment Agency (CRA) to terminate the Project Support Payments to the CMPA. Further, as provided in the CMPA Articles of Incorporation, that the City accept the CMPA's distributed assets. In addition, that upon NMTC unwind, when the City owns the CTA Investment Fund that City Council authorize the Mayor to forgive the loans made to the CMPA.

**Sponsors:** Ashton J. Hayward, III

**21.     [17-00241](#)     JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - VIDEO DETECTION EQUIPMENT**

**Recommendation:** That City Council authorize the Mayor to execute and implement a Joint Participation Agreement (JPA) with FDOT for the purchase of Video Detection Equipment to be installed at certain state-owned intersections within the City. Further, that City Council adopt a supplemental budget resolution appropriating the funds from the FDOT. Finally that City Council authorize the Mayor to take any and all actions necessary to execute and implement the JPA with the FDOT.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [JPA.pdf](#)  
                          [Supplemental Budget Resolution](#)  
                          [Supplemental Budget Explanation](#)

**22.     [17-21](#)         SUPPLEMENTAL BUDGET RESOLUTION NO. 17-21 - JOINT PARTICIPATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION - VIDEO DETECTION EQUIPMENT**

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-21.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017: PROVIDING FOR THE EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Supplemental Budget Resolution No. 17-21](#)  
                          [Supplemental Budget Explanation No. 17-21](#)

23.     [04-17](#)           PROPOSED ORDINANCE NO. 04-17 - REPEALING SECTION  
                          10-4-16(C) OF THE CITY CODE - INSTALLATION OF SERVICES

**Recommendation:** That City Council adopt Proposed Ordinance No. 04-17 repealing Section 10-4-16(c) of the city code on second reading.

AN ORDINANCE REPEALING SECTION 10-4-16(c) OF  
THE CODE OF THE CITY OF PENSACOLA,  
FLORIDA, INSTALLATION OF SERVICES;  
PROVIDING FOR SEVERABILITY; REPEALING  
CLAUSE; PROVIDING AN EFFECTIVE DATE

**Sponsors:** Ashton J. Hayward, III, Sherri Myers

**Attachments:**     [Proposed Ordinance No. 04-17](#)

24.     [17-00260](#)       OVERRIDE MAYOR ASHTON HAYWARD'S VETO OF MARCH 14,  
                          2017 OF THE CITY COUNCIL ACTION ITEM #17-00186, BEGIN THE  
                          PROCESS FOR HIRING A BUDGET ANALYST, PASSED BY CITY  
                          COUNCIL ON MARCH 9, 2017.

**Recommendation:** That City Council vote to override Mayor Ashton Hayward's Veto, dated March 14, 2017, of City Council legislative action item #17-00186 pertaining to the City Council beginning the process of hiring a Budget Analyst, which City Council passed on March 9, 2017.

**Sponsors:** Sherri Myers

**Attachments:**     [Ordinance No. 28-14, Creating Charter Amendment](#)  
                          [Ordinance No. 05-15, Creating the Office of City Council](#)  
                          [Ordinance No.10-16, Establishing the Position of Budget Analyst](#)  
                          [Organizational Chart for Office of City Council](#)  
                          [September 14, 2016 Council Report](#)  
                          [March 9, 2017 Council Report](#)  
                          [March 14, 2017 Veto Memos from Mayor Hayward](#)

25. [17-00261](#) OVERRIDE MAYOR ASHTON HAYWARD'S VETO OF MARCH 14, 2017 OF THE CITY COUNCIL ACTION ITEM #17-00186, BEGIN THE PROCESS FOR HIRING A BUDGET ANALYST, PASSED BY CITY COUNCIL ON MARCH 9, 2017

**Recommendation:** That City Council vote to override Mayor Ashton Hayward's Veto, dated March 14, 2017, of City Council legislative action item #17-00186 pertaining to the City Council beginning the process of hiring a Budget Analyst, which City Council passed on March 9, 2017.

**Sponsors:** Jewel Cannada-Wynn

**Attachments:** [Ordinance No. 28-14, Creating Charter Amendment](#)  
[Ordinance No. 05-15, Creating the Office of City Council](#)  
[Ordinance No. 10-16, Establishing Position of Budget Analyst](#)  
[Organizational Chart for Office of City Council](#)  
[September 14, 2016 Council Report](#)  
[March 9, 2017 Council Report](#)  
[March 14, 2017 Veto Memos from Mayor Hayward](#)

## FOR DISCUSSION

## INFORMATIONAL ITEMS

## CONSIDERATION OF ANY ADD-ON ITEMS

## READING OF ITEMS FOR COUNCIL AGENDA

## COMMUNICATIONS

### City Administrator's Communication

26. [17-00153](#) CITY ADMINISTRATOR COMMUNICATION - ERIC W. OLSON

**Sponsors:** Ashton J. Hayward, III

### City Attorney's Communication

### Monthly Crime Report-Chief David Alexander

27. [17-00195](#) MONTHLY CRIME REPORT

**Recommendation:** Click or tap here to enter text.

**Sponsors:** Ashton J. Hayward, III

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

28.     [17-00089](#)     MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER  
                            RICHARD BARKER, JR.

*Sponsors:*             Ashton J. Hayward, III

**City Council Communication****ADJOURNMENT**

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

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00240

City Council

4/13/2017

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### **PRESENTATION ITEM**

**FROM:** City Council Member Sherri F. Myers

**SUBJECT:**

PRESENTATION FROM THE CHAIRMAN OF THE BOARD OF TRUSTEES- COMMUNITY MARITIME PARK ASSOCIATES (CMPA)

**REQUEST:**

Presentation from CMPA Board of Trustees Chairman to be given at the April 13, 2017 City Council Meeting; updating the Council on the financial and maintenance aspects of the park as well as an update on the marketing of the private parcels within the park.

**SUMMARY:**

The Community Maritime Park is a multi-use, public-private park development on Pensacola's waterfront. The Board of Trustees of the CMPA oversees the development and management of the Community Maritime Park.

The purpose of this presentation is to provide information to the City Council regarding the financial and maintenance status of the park as well as an update on the marketing of the remaining private parcels located within the park.

**PRIOR ACTION:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1) None

**PRESENTATION:** Yes





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00012

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

AWARD OF CONTRACT - BID #17-006 BAYOU CHICO "R" STREET AT MAGGIE'S DITCH  
STORMWATER TREATMENT ENHANCEMENT PROJECT

**RECOMMENDATION:**

That City Council award a contract for construction of the Bayou Chico "R" Street at Maggie's Ditch Stormwater Treatment Project to Williams Industrial & Marine, Inc., of Westville, Florida, the lowest and most responsible bidder with a base bid of \$597,719.00, plus 10% contingency of \$59,771.90 for a total amount of \$657,490.90.

Public Hearing Required: No Hearing Required

**SUMMARY:**

The site location for this grant-funded project is in a public easement within the former "R" Street right-of-way (vacated) on Escambia County School District (ECSD) property at the Global Learning Academy Elementary School site adjacent to Maggie's Ditch. The project is a joint cooperation and collaboration effort with Escambia County, ECSD and the National Fish and Wildlife Foundation (NFWF). Even though the project is located on the physical school site property, it is located within a public easement and will serve the entire community as an educational facility and outreach tool for greater environmental awareness and stewardship in regards to proper/responsible stormwater management practices.

The new facility will have multiple educational elements to promote learning and comprehension of the fragile ecological balances within our environment and emphasis on stewardship of our natural resources. It will also have numerous public amenities that include park benches for passive observation, proper trash receptacles, enhanced hardscape features, lush landscape, an observation gazebo directly overlooking Maggie's Ditch, a walking path and ornamental lighting. The project is scheduled to begin construction in April of 2017 and will take approximately 6 months to complete.

City Council approved an Interlocal Agreement with Escambia County relating to the NFWF Grant for this project on October 8, 2015. However, since that time, the City has been advised by NFWF officials that certain elements of the scope of this project are not eligible under the terms of the Gulf Environmental Benefit Fund (GEBF) grant funds. The NFWF officials contend that certain elements of the scope included in the submittal

materially improves the site into an amenity feature and therefore those extra costs associated with the hardscape, landscape, etc. cannot be included as an allowable cost. Because there were no pre-existing park features or amenities that would need to be replaced, it was deemed these expenses are purely recreational and not compliant under the GEBF grant. Therefore, in order to be able to complete the project, the portion of the project that is not eligible under the GEBF grant will be funded from the Stormwater Capital Improvement Projects Fund. Sufficient funding is available from the completed Bayou Drive Outfall at Bayou Chico Project and has been transferred to this project to fund the remaining portion.

**PRIOR ACTION:**

October 8, 2015 - City Council approved the Interlocal Agreement with Escambia County relating to the NFWF Grant for the Bayou Chico Restoration Project for the "R" Street at Maggie's Ditch Stormwater Treatment Enhancement Project.

**FUNDING:**

Budget:	\$ 865,000.00	NFWF Grant Award
	(362,120.00)	Ineligible Portion of NFWF Grant Award
	<u>300,000.00</u>	Stormwater Capital Projects Fund
	<u>\$ 802,880.00</u>	Total

Actual:	\$ 579,719.00	Construction Contract
	59,771.90	10% Contingency
	52,488.54	Engineering Design/Permitting
	60,000.00	Project Inspection
	27,000.00	Monitoring
	<u>5,000.00</u>	Construction Testing/Misc.
	<u>\$ 801,979.44</u>	Total

**FINANCIAL IMPACT:**

Grant funding in the amount of \$865,000 has been appropriated in the Special Grants Fund. Of that amount \$362,120 does not qualify under the scope of the grant, leaving an available amount of \$502,880.00 in the Special Grants Fund. Additional funding in the amount of \$300,000 is available within the Stormwater Capital Projects Fund for a total budgeted amount of \$802,880. To date, \$53,959.72 has been expended or encumbered for items related to engineering design and miscellaneous preconstruction cost, leaving a remaining current balance of \$748,920.28. The remaining budget balance is sufficient to cover the remaining items that have yet to be completed/expended.

**CITY ATTORNEY REVIEW:** Yes

3/28/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

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

**ATTACHMENTS:**

- 1) Bid Tabulation, Bid No. 17-006
- 2) Final Vendor Reference List, Bid No. 17-006
- 3) Map, Bayou Chico "R" Street at Maggie's Ditch Stormwater Treatment Enhancement Project
- 4) Report of City Council Action - NFWF Grant - dated 10-8-15

**PRESENTATION:** No

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**TABULATION OF BIDS**

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BID NO: 17-006

TITLE: BAYOU CHICO AT STREET AT MAGGIE'S DITCH STORMWATER TREATMENT ENHANCEMENT

OPENING DATE: January 6, 2017 OPENING TIME: 2:30 P.M.  DEPARTMENT: Engineering	WILLIAMS INDUSTRIAL & MARINE Bonifay, FL	BIRKSHIRE JOHNSTONE, LLC Pensacola, FL	J. MILLER CONSTRUCTION, INC. Pensacola, L	GULF COAST UTILITY CONTRACTORS Panama City, FL
Base Bid	\$597,719.00	\$618,248.23	\$971,925.00	\$1,033,913.00
M/WBE Participation Goal 5%	8.1%	7.8%	4.8%	7.2%
Attended Prebid	Yes	Yes	Yes	Yes

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Opening Date: 01/06/17

Bid No.: 17-006

**FINAL VENDOR REFERENCE LIST**  
**BAYOU CHICO "R" STREET @ MAGGIE'S DITCH STORMWATER TREATMENT ENHANCEMENT**  
**ENGINEERING AND CONSTRUCTION SERVICES**

Vendor	Name	Address	City	St	Zip Code	M/WBE
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503	W
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533	N
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	M
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	N
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	N
058302	CONTECH	182 MONTGOMERY STREET	SANTA ROSA BEACH	FL	32455	N
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	N
036146	CRONIN CONSTRUCTION INC	913 GULF BREEZE PKWY STE 12	GULF BREEZE	FL	32561	M/W
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	N
032038	EVANS CONTRACTING INC	289 NOWAK RD	CANTONMENT	FL	32533	N
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	N
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	W
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	M
053862	GFD CONSTRUCTION INC	8777 ASHLAND AVE	PENSACOLA	FL	32514	N
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	N
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	N
055520	GULF COAST UTILITY CONTRACTORS	13938 HIGHWAY 77	PANAMA CITY	FL	32409	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
050489	HAILE, MICHAEL JACKSON DBA THE HAILE COMPANY OF NW FL INC	PO BOX 13425	PENSACOLA	FL	32591	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503	N
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	N
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	N
049240	J MILLER CONSTRUCTION INC	201 SOUTH "F" STREET	PENSACOLA	FL	32501	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	N
058801	M & H CONSTRUCTION SVCS INC	4782 MALLARD CREEK ROAD	PENSACOLA	FL	32526	M
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	N
053467	MIDSOUTH PAVING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505	N
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	N
002720	PANHANDLE GRADING & PAVING INC	2665 SOLO DOS FAMILIAF	PENSACOLA	FL	32534	N
030951	PAV'R CONSTRUCTION INC	501 EAST GREGORY ST STE 3	PENSACOLA	FL	32502	N

Opening Date: 01/06/17

Bid No.: 17-006

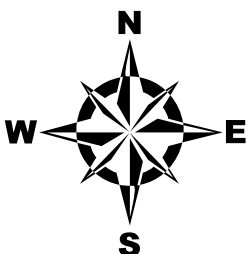
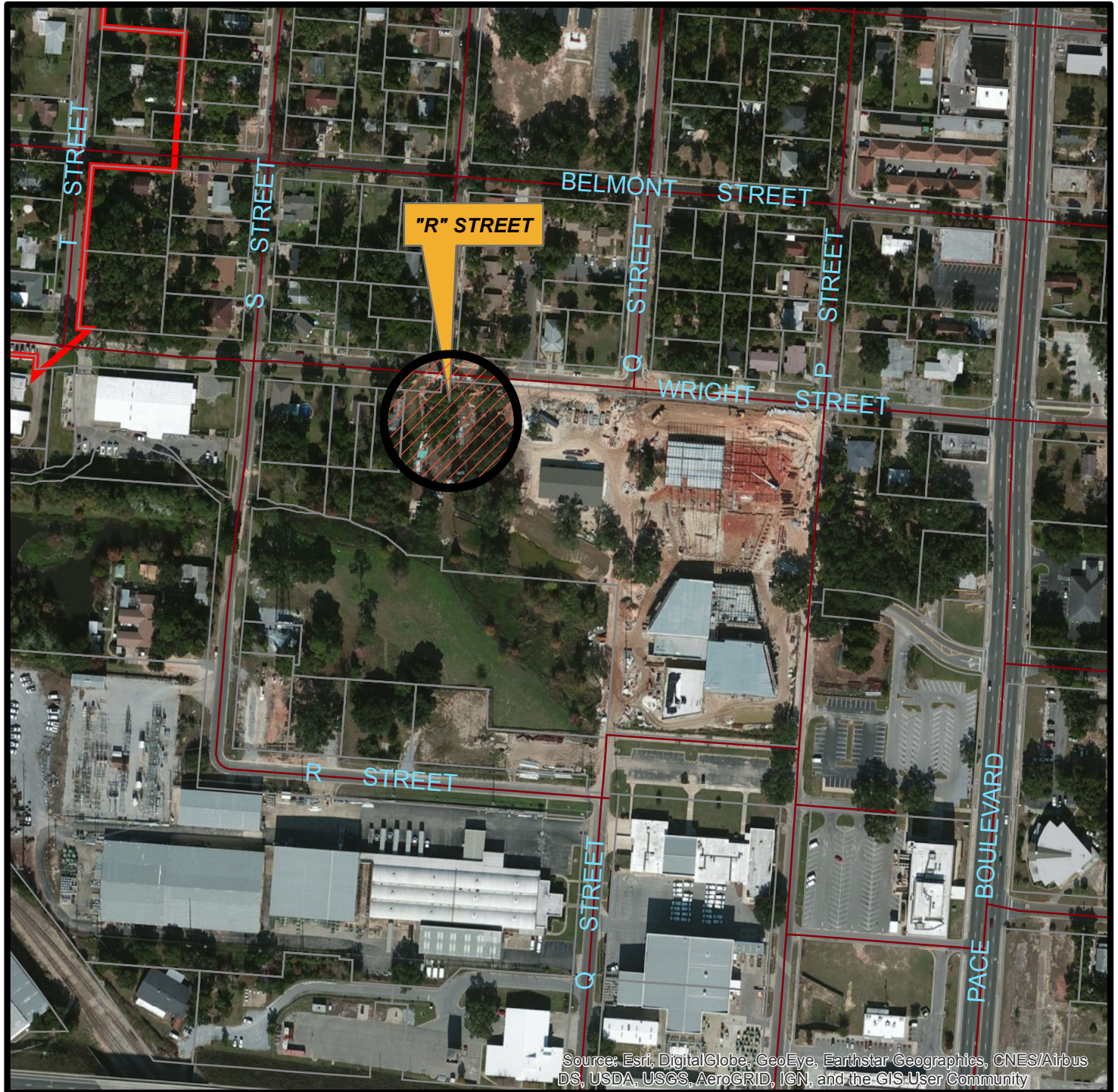
**FINAL VENDOR REFERENCE LIST**  
**BAYOU CHICO "R" STREET @ MAGGIE'S DITCH STORMWATER TREATMENT ENHANCEMENT**  
**ENGINEERING AND CONSTRUCTION SERVICES**

Vendor	Name	Address	City	St	Zip Code	M/WBE
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563	W
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	M
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
021834	RANDALL CHAVERS SEPTIC TANK INC DBA R & L PRODUCTS	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
067564	ROBERSON UNDERGROUND UTILITY LLC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	N
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501	N
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	N
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	N
066848	TALCON GROUP LLC	156 DUPONT ROAD	HAVANA	FL	32333	N
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	N
002839	TERHAAR & CRONLEY GENERAL CONTRACTOR INC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE INC	213 EAST YONGE STREET	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
022290	VICTOR A WALKER DBA V A WALKER GENERAL CONTRACTOR	10235 LILLIAN HIGHWAY	PENSACOLA	FL	32506	N
030096	W D ROGERS MECHANICAL CONTRACTORS INC	3018 NORTH DAVIS HWY	PENSACOLA	FL	32503	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N
070332	WILLIAMS INDUSTRIAL	902 SOUTH MCGEE ROAD	BONIFAY	FL	32425	N
045140	WIT CONSTRUCTION SVCS LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
044856	WOLFE CONSTRUCTION	40 W NINE MILE RD #2 STE 212	PENSACOLA	FL	32534	N

Vendors: 80



# BAYOU CHICO R STREET @ MAGGIE DITCH TREATMENT ENHANCEMENT PROJECT



**PENSACOLA**

THE UPSIDE *of* FLORIDA

**DEPARTMENT OF PUBLIC WORKS AND FACILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION**



# Report of City Council Action Items

October 8, 2015

**Members Present:** Council President Andy Terhaar, Council Vice President Larry B. Johnson, Charles Bare, Jewel Cannada-Wynn, Sherri Myers, Brian Spencer, Gerald Wingate, and P. C. Wu

**Absent:** None



## CONSENT AGENDA ITEMS

1. MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PENSACOLA, PORT OF PENSACOLA AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR LAND USE CONTROLS

That City Council authorize the Mayor to execute a Memorandum of Agreement and any related documents between the City of Pensacola, Port of Pensacola and the Division of Waste Management, Florida DEP to perform contamination assessments and implement institutional Land Use Controls at the Port of Pensacola. Further, that City Council approve adding the MOA to the Port Terminal Tariff as required by the MOA.

*The motion passed unanimously.*

## REGULAR AGENDA ITEMS

2. INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY RELATING TO THE NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) GRANT FOR THE BAYOU CHICO RESTORATION PROJECT

That City Council approve and authorize the Mayor to execute the Interlocal Agreement between the City of Pensacola and Escambia County relating to the NFWF Grant for the Bayou Chico Restoration Projects at Bill Gregory Park and 'R' Street at Maggie's Ditch. Further, that City Council adopt the attached supplemental budget resolution to appropriate the grant funds.

*The motion passed unanimously.*

### SUPPLEMENTAL BUDGET RESOLUTION NO. 50-15 – **MOTION TO APPROVE**

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING FOR AN EFFECTIVE DATE.

*The motion passed unanimously.*

3. APPOINTMENTS – ARCHITECTURAL REVIEW BOARD

City Council reappointed Nina H. Campbell a planning board member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; Susan Campbell a Property or Business Owner in the Palafox Historic Business District; and George R. Mead, II a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District, for a term of two years, expiring September 30, 2017.

*The motion passed by acclamation unanimously.*

4. MARITIME PARK BOARD OF TRUSTEE APPOINTMENT

~~The CMPA board members shall be appointed by direct appointment of City Council Members. Current appointments shall be made by the Council Member at large, followed by individual district representatives beginning with Council District 1. Nothing herein shall prevent a Council Member from serving on the CMPA rather than appointing a non-Council Member.~~

**Substitute Motion:** That City Council direct the City Attorney to draft a resolution that will allow City Council Members to make direct appointments to CMPA Board of Trustees.

*The motion passed 5 – 3. Council Members Cannada-Wynn, Wingate, and Wu dissenting.*

# COUNCIL MEMORANDUM

Council Meeting Date: October 8, 2015

## LEGISLATIVE ACTION ITEM



**FROM:** Ashton J. Hayward, III, Mayor *EJO FOR*

**SUBJECT:** Interlocal Agreement between the City of Pensacola and Escambia County relating to the National Fish and Wildlife Foundation (NFWF) Grant for the Bayou Chico Restoration Project

### **RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute the Interlocal Agreement between the City of Pensacola and Escambia County relating to the NFWF Grant for the Bayou Chico Restoration Projects at Bill Gregory Park and 'R' Street at Maggie's Ditch. Further, that City Council adopt the attached supplemental budget resolution to appropriate the grant funds.

**AGENDA:** \_\_\_\_\_ Regular \_\_\_\_\_ X Consent

Hearing Required: Public \_\_\_\_\_ Quasi-Judicial: \_\_\_\_\_ No Public Hearing: \_\_\_\_\_ X

### **SUMMARY:**

The Bayou Chico Restoration Project grant proposal was submitted to NFWF by Escambia County as the lead organization and includes a suite of four (4) separate stormwater sub-projects, totaling \$11,032,250.00, two of which will be constructed by the City of Pensacola. The requested grant was awarded to Escambia County as the primary recipient and the attached interlocal agreement allows for the City to self-manage the two approved sub-projects within the suite at Bill Gregory Park and 'R' Street/Maggie's Ditch with reimbursement directly from Escambia County. The City sub-projects will be fully funded by the NFWF grant through Escambia County in the amount of \$2,180,000 for Bill Gregory Park and \$865,000 for 'R' Street at Maggie's Ditch. These projects will help to meet stormwater treatment goals intended to assist in the restoration of Bayou Chico and support planned restoration activities identified in the Florida Department of Environmental Protection's restoration plan for the Bayou. Expected outcomes include restored and greatly improved benthic habitat quality, increased biological diversity and productivity, and improved water quality to assist in meeting the total maximum daily pollutant loads (TMDL's) established for Bayou Chico. This suite of projects works to fulfill the NFWF focal area to restore and maintain the ecological integrity of priority coastal bays and estuaries.

### **PRIOR ACTION:**

None

Council Memorandum

Subject: Interlocal Agreement between the City of Pensacola and Escambia County relating to the National Fish and Wildlife Foundation (NFWF) Grant for the Bayou Chico Restoration Project

Council Meeting Date: October 8, 2015

Page 2

**FUNDING:**

Bill Gregory Park Stormwater Sub-Project

Budget: \$2,180,000 (NFWF Grant)

Actual: \$2,180,000 (Estimated)

R Street at Maggie's Ditch Stormwater Sub-Project

Budget: \$865,000 (NFWF Grant)

Actual: \$865,000 (Estimated)

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the funding for this grant.

**STAFF CONTACT:**

Eric W. Olson, City Administrator

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

**ATTACHMENTS:**

- 1) Interlocal Agreement between the City of Pensacola and Escambia County, Florida relating to the Bayou Chico Restoration Project
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Resolution Explanation

**PRESENTATION:**

None

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA  
AND ESCAMBIA COUNTY, FLORIDA RELATING TO THE BAYOU  
CHICO RESTORATION PROJECT**

**THIS AGREEMENT** made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between the City of Pensacola, Florida, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502, and Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

**WITNESSETH:**

**WHEREAS**, both the City and County have legal authority to perform general government services within their respective jurisdictions; and

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

**WHEREAS**, the County previously entered into a Project Funding Agreement with the National Fish and Wildlife Foundation (NFWF) to provide funding for the Bayou Chico Restoration Project (hereinafter referred to as "Funding Agreement"), a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS**, the City and County desire to cooperatively perform a portion of the Work comprising the Bayou Chico Restoration Project with Escambia County serving as the lead jurisdiction for purposes of administrative authority and grant management.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and the City of Pensacola agree as follows:

**ARTICLE 1**  
**Purpose**

1.1 Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Purpose. This Agreement sets forth the terms and conditions whereby the City and County shall jointly perform a portion of the Bayou Chico Restoration Project to include the Bill Gregory Park Regional Stormwater Treatment Facility Project and the R Street at Maggie's Ditch Stormwater Treatment Enhancement Project (hereinafter referred to as the "Project" or "Projects") as provided herein.

**ARTICLE 2**  
**Responsibilities of the Parties**

2.1 The County shall serve as the direct recipient of Project Funding pursuant to the Funding Agreement with NFWF and reimburse the City for eligible Project costs performed in accordance with the terms of this Agreement and the Funding Agreement. NFWF shall ultimately determine the eligibility of costs related to the project, as outlined in the grant project scope.

2.2 The City shall submit written requests for reimbursement of eligible Project costs already paid or incurred no more frequently than once monthly, and the County shall provide reimbursement once monthly for eligible costs. Requests shall include, at a minimum, the total dollar amount, an itemization by Task and Cost Category of the Project costs, and copies of any payment documentation or other relevant financial documents as may be reasonably required to verify Project costs. Requests for Reimbursement shall be submitted to the County's designated Project Manager at the following address:

To the County:  
Taylor "Chips" Kirschenfeld  
Escambia County Central Office Complex  
3363 West Park Place  
Pensacola, FL 32505

2.3 The City shall complete the individual Tasks comprising the Work identified in the Funding Agreement as follows:

\*Bill Gregory Park Regional Stormwater Treatment Facility Project  
Task 1- Bill Gregory Park Stormwater Project- Pre-Construction  
Task 2- Bill Gregory Park Stormwater Project- Construction  
Task 3- Bill Gregory Park Stormwater Project- Monitoring

\*R Street at Maggie's Ditch Stormwater Treatment Enhancement Project  
Task 4- R Street at Maggie's Ditch Stormwater Project- Pre-Construction  
Task 5- R Street at Maggie's Ditch Stormwater Project- Construction  
Task 6- R Street at Maggie's Ditch Stormwater Project- Monitoring

2.4 The City shall submit a Monthly Report to the County's designated Project Manager with a narrative description of the Work performed to date and certification that the Work performed to date constitutes part of the Project and each Task is proceeding on or under the Task Budget and will be completed on or under the Task Budget.

2.5 As it relates to the performance of Work pursuant to this Agreement, the City represents and warrants as follows:

a. The City shall conduct all activities related to the Work in compliance with applicable laws, regulations, rules, orders, and other governmental mandates,

including, but not limited to, those pertaining to procurement, acquisition, or other contracting actions;

b. The City shall comply with generally accepted policies and procedures applicable to procurement, acquisition, or other contracting actions;

c. The City is qualified to perform the applicable Work and reserves the right to contract and/or subcontract any aspect of the project work, as deemed necessary to complete the adopted project scope and schedule;

d. The City shall perform the applicable Work within budgeted costs as identified for such Work as provided in the Funding Agreement;

d. The City shall maintain appropriate insurance against liability for injury to persons or property from any and all activities related to the Work; and

e. The City does not have any conflict of interest with respect to NFWF, the County, or the Project.

2.6 Upon completion of the Projects described herein, the City shall be responsible for the maintenance of said improvements.

2.7 Project Funding as referenced herein is solely available subject to an award from NFWF. County shall have the right to terminate this Agreement and immediately cease all payments related thereto in the event NFWF should fail to award, terminate or cancel said funding after the effective date of this agreement. Upon such occurrence, neither party shall have any responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by NFWF.

2.8 This Agreement shall become effective, after being properly executed by the Parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for filing the Agreement with the Clerk.

### **ARTICLE 3** **GENERAL PROVISIONS**

3.1 Liability and Insurance. Subject to any claim of sovereign immunity provided by Florida Statutes 768.28, each party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents acting within the course of normal duties in the performance of this Agreement. Each party shall insure its own interests either through appropriate insurance policies or through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.

3.2 Termination. The Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.

3.3 Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as

amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

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

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

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

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

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

3.9 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

**To the County:**

Jack R. Brown  
County Administrator  
Escambia County  
221 South Palafox Place  
Pensacola, Florida 32502

**To the City:**

Ashton J. Hayward, III  
Mayor  
City of Pensacola  
222 West Main Street  
Pensacola, Florida 32502

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



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

COUNTY:  
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: \_\_\_\_\_  
Steven Barry, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

CITY:  
The City of Pensacola, a Florida Municipal Corporation

By: \_\_\_\_\_  
Ashton J. Hayward, III, Mayor,

Date: \_\_\_\_\_

ATTEST: Ericka Burnett  
Clerk of the City of Pensacola

By: \_\_\_\_\_  
City Clerk

Legal in form and valid as drawn:

By: \_\_\_\_\_  
City Attorney

**RESOLUTION  
NO. -**

**A RESOLUTION  
TO BE ENTITLED:**

**A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**A. SPECIAL GRANTS FUND**

To:	Miscellaneous Revenue	3,045,000
To:	Capital Outlay	3,045,000

**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  
OCTOBER 2015 - SUPPLEMENTAL BUDGET RESOLUTION - BAYOU CHICO STORMWATER GRANT

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Miscellaneous Revenue	3,045,000	Appropriate estimated revenue for Miscellaneous Revenue
Total Revenues	<u>3,045,000</u>	
Appropriations		
Capital Outlay	3,045,000	Appropriate funding for Capital Outlay
Total Appropriations	<u>3,045,000</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00221

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

AIRPORT - AWARD OF BID #17-018, PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION

**RECOMMENDATION:**

That City Council award Bid # 17-018, Pensacola International Airport Fuel Farm Road Reconstruction to J. Miller Construction, Inc., the lowest and most responsible bidder in the amount of \$125,684.00 for roadway repairs as outlined in the bid specifications plus a 10% contingency of \$12,568.40 for a total amount of \$138,252.40. Further, that City Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

All aviation fuel placed in aircraft at the Pensacola International Airport is delivered to and stored in a series of aboveground tanks located in an area off Tippen Avenue. Bulk delivery trucks as well as the mobile fuel vehicles operated by Pensacola Aviation Center access the site via a secure roadway system. This road segment, constructed in 1989, has settled in numerous locations due to the weight and frequency of truck operations. The current condition of the road has begun to impact vehicle operations, and if uncorrected, could result in an interruption to fuel deliveries. At the request of Airport Staff, City Engineering reviewed the situation and developed plans and specifications for corrective work. The resultant scope of work for the fuel farm road reconstruction project was advertised under Invitation To Bid # 17-018 on February 20, 2017. A mandatory Pre-Bid Conference was held on site March 6, 2017. Sealed bids were received on March 16, 2017, and reviewed by City Engineering. Eight (8) vendors responded to the City's Invitation to Bid. J. Miller Construction, Inc. was the lowest and most responsible bidder.

**PRIOR ACTION:**

N/A

**FUNDING:**

Budget:   \$ 142,600.00

Actual:   \$ 138,252.40

**FINANCIAL IMPACT:**

Funds are available in the Airport's Capital Improvement Account.

**CITY ATTORNEY REVIEW:**   Yes

3/22/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Daniel E. Flynn, Airport Director

**ATTACHMENTS:**

- 1) Bid Tabulation - Bid # 17-018
- 2) Vendor Reference List - Bid # 17-018

**PRESENTATION:**   No

TABULATION OF BIDS

BID NO: 17-018  
TITLE: PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION

OPENING DATE: March 16, 2017 OPENING TIME: 2:30 P.M. DEPARTMENT: Engineering/Airport	J. MILLER CONSTRUCTION, INC. Pensacola, FL	BKW, INC. Pensacola, FL	PANHANDLE GRADING & PAVING, INC. Pensacola, FL	SITE & UTILITY, LLC Pensacola, FL	GULF-ATLANTIC CONSTRUCTORS, INC. Pensacola, FL	GULF COAST UTILITY CONTRACTORS Panama City, FL	MIDSOUTH PAVING, INC. Pensacola, FL	ROADS, INC. OF NWF Cantonment, FL
Base Bid	\$125,684.00	\$130,998.11	\$140,850.00	\$170,000.00	\$184,452.25	\$220,947.50	\$237,534.25	\$279,068.52
Attended Prebid	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

\*\*\*\*\*  
  
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Opening Date: 03/16/17

Bid No.: 17-018

**FINAL VENDOR REFERENCE LIST**  
**PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION**  
**AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	M/WBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	N
047054	AFFORDABLE CONCRETE LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32514	N
006037	AL WINGATE & COMPANY DBA/ WKG ENTERPRISES INC	10901 GULF BEACH HWY	PENSACOLA	FL	32507	N
046667	ALFRED BURGDORF LLC DBA A & B DOZING LLC	2172 W NINE MILE RD PMB 158	PENSACOLA	FL	32534	N
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	N
066983	APPLIED CONSTRUCTION MANAGEMENT	2083 DOWNING DRIVE	PENSACOLA	FL	32505	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
032537	BEULAH EXCAVATING CO	6640 FRANK REEDER ROAD	PENSACOLA	FL	32526	N
050729	BEVERWYCK SOUTH INC DBA PAUL DAVIS RESTORATION OF P'COLA-FWB	101 E BRAINERD ST STE A	PENSACOLA	FL	32501	N
038068	BIGGS GREEN CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591	N
057455	BILL FERGUSON ENTERPRISES INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
063759	BILL MCBRIDE CONSTRUCTION LLC	320 WEST LLOYD STREET	PENSACOLA	FL	32501	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	N
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534	N
026898	BONTRAGER BUILDER GROUP INC	223 W GREGORY STREET	PENSACOLA	FL	32502	N
065158	BOSS LADY CONCRETE CONSTRUCTION LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	N
042801	BOYD RENFRO LLC	38 S BLUE ANGEL PKWY #330	PENSACOLA	FL	32506	N
068970	BR BONNER'S HAULING INC	10231 WALBRIDGE STREET	PENSACOLA	FL	32514	N
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
053081	BUBBA BOX LLC	1249 SOUTH OLD CORRY FIELD RD	PENSACOLA	FL	32507	N
047830	CANTONMENT EXCAVATING LLC	130 MINTZ LANE	CANTONMENT	FL	32533	N
049315	CEDAR GROVE TRI-STATE INC	631 MILESTONE BLVD	CANTONMENT	FL	32533	N
042045	CHAUVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	N
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	N
039797	CONTAINERS INC OF NW FLORIDA CONTAINERS INC	P O BOX 6115	PENSACOLA	FL	32503	N
058961	CONTRACTOR SERVICES LLC	3044 EAST KINGSFIELD ROAD	PENSACOLA	FL	32514	N
043794	CRAFTSMAN CONCRETE CONTRACTORS	55 SOUTH B STREET	PENSACOLA	FL	32502	N
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	N
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	N
023733	D H GRIFFIN WRECKING CO INC	P O BOX 7037	PENSACOLA	FL	32534	N
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	N
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	N
057581	DB CONSTRUCTION LLC DBA GLOBAL RESTORATION SERVICES	3960 WEST NAVY BLVD SUITE 41	PENSACOLA	FL	32507	N
066984	DELTA CONTRACTORS	1238 FINLEY DRIVE	PENSACOLA	FL	32514	N
056603	DESIGN HOMEBUILDERS INC	2460 BLUFFS CIRCLE	PENSACOLA	FL	32503	N
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	N
048528	EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	N
032820	ENVIROREM INC	1249 SOUTH OLD CORRY FIELD RD	PENSACOLA	FL	32507	N
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	N
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N



Opening Date: 03/16/17

Bid No.: 17-018

**FINAL VENDOR REFERENCE LIST**  
**PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION**  
**AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	M/WBE
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	N
053084	FOUNTAIN	2755 FENWICK ROAD	PENSACOLA	FL	32526	N
053080	FRECH CONSTRUCTION INC	PO BOX 485	GULF BREEZE	FL	32562	N
068937	G SMITH'S LAND MANAGEMENT	11809 CHANTICLEER DRIVE	PENSACOLA	FL	32507	N
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MANAGEMENT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	N
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	N
036376	GREEN, ANTHONY JR DBA GREEN'S LANDCLEARING	8804 SONNYBOY LANE	PENSACOLA	FL	32514	N
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	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
034436	GULF COAST ENVIRONMENTAL CONTRACTORS INC	1765 E NINE MILE RD ST 1, #110	PENSACOLA	FL	32514	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	N
055520	GULF COAST UTILITY CONTRACTORS	13938 HIGHWAY 77	PANAMA CITY	FL	32409	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	N
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
042677	IRBY ENGINEERING & CONSTRUCTION INC	94 E GARDEN ST	PENSACOLA	FL	32502	N
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	N
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	N
049290	JOHNSON COLEMAN DBA CJ MASONRY	3905 NORTH P STREET	PENSACOLA	FL	32505	N
053484	JOHNSON CONSTRUCTION OF PENSACOLA INC	6310 WEST FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
024819	KEENAN & SONS INC	3250 W FAIRFIELD DR	PENSACOLA	FL	32505	N
043889	KELLY, DAVID H DBA DAVE'S LAND CLEARING & DEBRIS REMOVAL	PO BOX 1221	GONZALEZ	FL	32560	N
051998	KIRKLAND, WILLIE JR DBA WILLIE KIRKLAND TRUCKING	2703 WEYLAND CIRCLE	PENSACOLA	FL	32526	N
044890	KLEPAC ENGINEERING & CONTRACTING LLC	10305 BRISTOL PARK ROAD	CANTONMENT	FL	32533	N
010677	LARRY HALL CONSTRUCTION INC	P O BOX 2408	PACE	FL	32571	N
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	N
060298	LESCO GROUP INC DBA LESCO ENVIRONMENTAL SERVICES	PO BOX 362	CANTONMENT	FL	32533	N
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	N
048941	MARK TAYLOR CONSTRUCTION LLC	1719 N 9TH AVE	PENSACOLA	FL	32503	N
047005	MATHIS CONSTRUCTION	362 GULF BREEZE PARKWAY #127	GULF BREEZE	FL	32561	N
069799	MAVERICK DEMOLITION OF NW FLORIDA INC	2355 SUMMIT BLVD	PENSACOLA	FL	32503	N
050051	MCG INC	516 E STRONG ST	PENSACOLA	FL	32501	N
057267	MCKNIGHT, CHARLES SEAN DBA SEAN MCKNIGHT & SONS PROFESSIONAL SERVICES LLC	4200 LANGLEY AVENUE	PENSACOLA	FL	32504	N
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	N
053467	MIDSOUTH PAVING INC	PO BOX 198495	ATLANTA	GA	30384	N
031023	MILLIGAN FORD UNLIMITED INC	3160 TUNNEL ROAD	PACE	FL	32571	N
045203	MOORE, STEVEN T DBA MC GROUP LLC	605-A EAST GOVERNMENT STREET	PENSACOLA	FL	32502	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N

Opening Date: 03/16/17

Bid No.: 17-018

**FINAL VENDOR REFERENCE LIST**  
**PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION**  
**AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	M/WBE
066985	NORTH STAR DEMO & REMEDIATION LP	450 VAN PELT LANE	PENSACOLA	FL	32505	N
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505	N
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	N
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	N
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	N
052914	PAPA'S TRUCK LLC	3233 ELCANO LANE	CANTONMENT	FL	32533	N
049009	PARRIS CONSTRUCTION CO LLC	10 EAST FAIRFIELD DRIVE STE C	PENSACOLA	FL	32503	N
058953	PARSCO LLC	714 NORTH DEVILLIERS STREET	PENSACOLA	FL	32501	N
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 13712	PENSACOLA	FL	32574	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
033922	PHILLIPS & JORDAN	41 N JEFFERSON STE 401	PENSACOLA	FL	32502	N
027684	PHOENIX CONSTRUCTION SERVICES	1805 TENNESSEE AVE	LYNN HAVEN	FL	32444	N
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	N
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563	Y
068488	PRO CONSTRUCTION LLC DBA COMPLETE DK1	511 WYNNEHURST STREET	PENSACOLA	FL	32503	N
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y
045636	PURIFOY CONSTRUCTION LLC	1425 MUSCOGEE ROAD	CANTONMENT	FL	32533	N
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
039087	QUALITY SYSTEMS INSTALLATION INC	102 EAST ROBERTS RD	PENSACOLA	FL	32534	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N
056449	ROBERSON, ROBERT DBA R2R ENTERPRISES LLC	8290 SEDGEFIELD DRIVE	PENSACOLA	FL	32507	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
057937	ROPER & ROPER GENERAL CONTRACTORS LLC	5042 SKYLARK COURT	PENSACOLA	FL	32505	N
046042	ROYALTY LLC DBA ROYALTY MANAGEMENT LLC	1765 E NINE MILE ROAD #1-104	PENSACOLA	FL	32514	N
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	N
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	N
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	N
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
035108	SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA STREET	PENSACOLA	FL	32502	N
068159	SOUTHERN DRILL SUPPLY INC	1822 BLACKBIRD LANE	PENSACOLA	FL	32534	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
053083	SOUTHLAND	2621 LONGLEAF	PENSACOLA	FL	32526	N
054175	SUPERIOR WASTE & LANDCLEARING LLC	8804 SONNYBOY LANE	PENSACOLA	FL	32514	N
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	N
052830	TACOMA CONSTRUCTION LLC DBA TARTAN CONSTRUCTION	4051 FLORIDATOWN RD	PACE	FL	32571	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE	213 E YONGE ST	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
041498	TOTAL RESPONSE SYSTEMS	4400 BAYOU BLVD STE 25D	PENSACOLA	FL	32503	N
024977	TRAMMELL CONSTRUCTION CO INC	9425 WANDA DR	PENSACOLA	FL	32514	N
051465	TROY TEMPLEMAN DBA GULF STATES ENTERPRISES INC	2140 JARROD DRIVE	CANTONMENT	FL	32533	N

Opening Date: 03/16/17

Bid No.: 17-018

**FINAL VENDOR REFERENCE LIST  
PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION  
AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	M/WBE
058764	URBAN INFILL CORPORATION	P O BOX 4387	PENSACOLA	FL	32507	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
039962	VDB VISION CONSULTANTS	140 REDBREAST LANE	PENSACOLA	FL	32503	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
047084	WADDELL HOMES INC	5876 NORTH BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
032732	WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N
041432	WATERS GENERAL CONTRACTORS INC	10070 SCENIC HWY	PENSACOLA	FL	32514	N
051237	WATSON, ALFRED D DBA ALFRED WATSON CONSTRUCTION LLC	4007 NORTH "W" STREET	PENSACOLA	FL	32505	Y
051855	WHITE CONSTRUCTION & RENOVATION INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	N
045140	WIT CONSTRUCTION SERVICES LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534	N
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 154
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# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00208

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

APPOINTMENT TO THE FIREFIGHTERS' RELIEF AND PENSION FUND BOARD OF TRUSTEES

**RECOMMENDATION:**

That City Council ratify the appointment of Jerri Barnes as the fifth member trustee of the Firefighters' Relief and Pension Fund.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

At the meeting on February 8, 2017, the Firefighters' Relief and Pension Fund Board of Trustees elected Jerri Barnes the fifth member of the Board. Her term is for two years and will expire December 31, 2018.

**PRIOR ACTION:**

July 17, 2015 - City Council ratified Ms. Barnes' original appointment.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

3/13/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00247

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Brian Spencer

**SUBJECT:**

APPOINTMENT - PARKS AND RECREATION BOARD

**RECOMMENDATION:**

That City Council appoint one (1) individual to serve on the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2020.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Parks and Recreation Board shall advise and make recommendations to the City Council and shall advise the Mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks within the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities. Members of this board are not required to be residents of the City.

The following individual has been nominated:

**Nominee:**

Barrett Breedlove

**Nominated by:**

Johnson

**PRIOR ACTION:**

City Council appoints members to the Parks and Recreation Board on a biennial basis.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

N/A

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**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Nomination Form - Barrett Breedlove
- 2) Application of Interest - Barrett Breedlove
- 3) Resume - Barrett Breedlove

**PRESENTATION:** No



CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Larry B. Johnson, do nominate Barrett Breedlove  
(Nominee)

871 Woodbine Drive 32503 903 521-3231  
(Home Address) (Phone)

3008 FL Highway 95-A 32534  
(Business Address) (Phone)

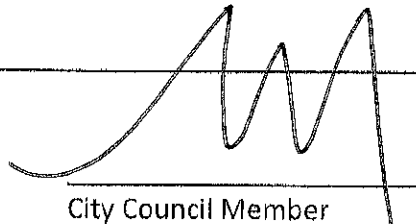
barretto@breedloves.com City Resident: YES NO  
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**MEMBER  
PARKS & RECREATION BOARD**

Provide a brief description of nominee's qualifications:

Interested in serving on Parks & Recreation Bd.

  
\_\_\_\_\_  
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

**Trudi Nichols**

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**From:** noreply@civicplus.com  
**Sent:** Friday, March 24, 2017 10:56 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](http://cityofpensacola.com/council) for Council Member contact information. If you have any questions, contact the City Clerk's Office.*

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(Section Break)

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### Personal Information

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Name	Barrett Breedlove
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Home Address	871 Woodbine Dr
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Business Address	<i>Field not completed.</i>
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To which address do you prefer we send correspondence regarding this application?	Home
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Preferred Contact Phone Number(s)	9035213231
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Email Address	<a href="mailto:barrett@breedloves.com">barrett@breedloves.com</a>
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Upload Resume (optional)	<a href="#">Breedlove_1.pdf</a>
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(Section Break)

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## Details

Are you a City resident?	Yes
If yes, which district?	4
If yes, how long have you been a City resident?	4 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks and Recreation
Please list the reasons for your interest in this position:	After years of service to the country, I have for some time now had a growing interest in serving the local community. A vibrant and vital community of parks available for the purposes of outdoor family recreation as well as for the encouragement of participation in physical fitness positively affects the morale and welfare of the community in which it resides. As a husband, a father of two young active girls, a member of the Marine Corps Reserves and 3-time Double Bridge completer, a well-groomed and functional park system contributes greatly to public benefit and the encouragement of its utilization.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

## Diversity

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

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

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

**BARRETT C. BREEDLOVE**  
903.521.3231 | BARRETT@BREEDLOVES.COM

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U.S. Marine Corps Officer and accomplished helicopter pilot with experience in advanced training, logistics, and project management. Proven ability to leverage strong interpersonal skills and relationship building to improve processes multi-laterally. A self-starter, sustaining tactical and technical proficiency in fast-paced environments; well-rounded and respected leader with experience presenting to senior leadership and motivating teams to meet organizational goals in a timely and efficient manner.

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**KEY QUALIFICATIONS**

- Over 10 years experience as team lead in small to medium cross-divisional projects.
- Management experience with budgets of \$5,000/month and \$250,000 in assets.
- Extensive MS Office Suite experience (Word, Excel, Outlook, Power Point)
- Dept of Defense Secret Security Clearance

**PROFESSIONAL EXPERIENCE**

**U.S. NAVY FLIGHT SCHOOL INSTRUCTOR**

**MAY 2013-PRESENT**

**TRAINING STANDARDIZATION, PROGRAM DIRECTOR**

- Maintained, managed, and improved standard operating procedures for Formation and Search/Rescue phases to ensure standardized training methods for over 250 students and 55 instructors alike
- Led detailed reviews of curricula including computer-based courseware, testing material, and implementation of concepts in real-time dynamic environments; acted as lead presenter of academic courseware to average class size of 20 student aviators across Coast Guard, Navy, Marine Corps, and international alliances
- Hands-on mentor to 13 Naval Aviation flight students, providing weekly mentorship throughout training program.

**STUDENT CONTROL, PROGRAM DIRECTOR**

- Acted as Command's sole representative to focus supervisory attention and facilitate in-depth mentorship to 35 students with specific training deficiencies; applied problem solving to achieve results-oriented solutions on daily basis

**U.S. MARINE CORPS TACTICAL SQUADRON PILOT**

**MARCH 2009-MAY 2013**

**CURRENT AND FUTURE OPERATIONS ROTARY WING PLANNER**

- Coordinated and liaised for current and future Wing level exercises and contingencies. Sourced 375 air support requests for 12 live fire exercises to enhance training readiness and air to ground task force integration
- Represented seven Marine helicopter squadrons spanning eight monthly fragmentary tasking conferences
- Advised senior level leadership with current and future readiness capabilities for exercises
- Coordinated rapid response for support and relief effort in response to Hurricane Sandy

**QUALITY ASSURANCE DIVISION HEAD**

- Lead, trained, and supervised six technical experts and two librarians, ensuring quality and standardization of maintenance procedures and practices IAW numerous technical directives
- Revised, reinstated, and supervised squadron's Pilot Monthly Inspection program, to include development of Functional Check Pilot (FCP) cadre in support of the Maintenance Department. Oversaw qualification of four new FCPs

**LOGISTICS AND EMBARKATION OFFICER**

- Forecasted resources and led teams of up to 15 people to support a unit of over 110 personnel by providing supplies, transportation, and housing for missions up to seven months
- Accountable for \$250,000 in equipment and forecasted unit requirements for multiple training exercises and follow-on deployments conducted in multiple countries
- Identified and reconciled shortfalls in living conditions of unit's service members, allowing for improved quality of life for over 100 personnel; implemented inspection system to prolong improved quality of life and unit morale

**TRAINING AND EDUCATION**

- B.S. in Agricultural Economics, Texas A&M University, 2005
- Marine Corps Officer training / U.S. Naval Aviation Flight School 2006-2009
- Expeditionary Warfare School graduate
- Aviation Maintenance Management Course graduate
- Deloitte CORE Leadership Program, February 2016



## Memorandum

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**File #:** 11-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PROPOSED ORDINANCE NO. 11-17 - AMENDMENT TO SECTION 4-3-97, PROVIDING SANITATION COLLECTION FEE AND CREATING A SANITATION EQUIPMENT SURCHARGE.

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 11-17 on first reading.

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION FEES; PROVIDING FOR SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola recently contracted SCS Engineers to conduct a sanitation rate study to determine whether the cost of providing sanitation services is in balance with the rates currently being charged for performing those services. As a result of the study, a recommendation is made to City Council that the collection fees be adjusted and that a sanitation equipment surcharge be implemented which, like the collection fees, would be adjusted annually based on changes in the Consumer Price Index (CPI).

SCS Engineers was first retained in 2007 to perform a solid waste analysis and rate study. At that time the sanitation rate was \$19.85 per month, a level where it had been since 2000. The final report by SCS included a recommendation that Council set the monthly rate at \$28.16 and implement a fuel surcharge to capture the actual cost of fuel based on usage. There was also a recommendation to adjust the rate annually according to changes in the CPI. The 2007 SCS study provided a list of cost savings options that required system changes to help control future rate increases and the majority of those options have been addressed. However, the option of creating a dedicated funding source for the replacement of sanitation vehicles was not possible with the \$22.20 Sanitation Rate that was adopted by Council in 2007.

Since the 2007 rate study the sanitation rate has been increased once, in FY 2012, to \$22.80 per month (a 2.7% increase). However, by FY 2017 the CPI increased by 15.1% during that time period, as indicated in the chart

below. Had the initial sanitation rate kept pace with the CPI, as provided for in the ordinance, that rate would now be \$25.77 per month and the additional revenues would have totaled approximately \$3,936,000. If the CPI adjustment been implemented each year, as provided for in the ordinance, the additional revenue due to the CPI adjustments would have provided for a more timely replacement of sanitation fleet vehicles.

## Sanitation Rate History

Fiscal Year	Actual Monthly Rate	CPI Increase or Decrease	Sanitation Rate If CPI Were Applied
2008	\$22.20		
2009	\$22.20	4.00%	\$23.09
2010	\$22.20	-0.40%	\$23.00
2011	\$22.20	2.30%	\$23.53
2012	\$22.80	2.70%	\$24.17
2013	\$22.80	2.70%	\$24.82
2014	\$22.80	1.50%	\$25.19
2015	\$22.80	1.50%	\$25.57
2016	\$22.80	-0.10%	\$25.54
2017	\$22.80	0.90%	\$25.77

In 2016 it became apparent that the current \$22.80 Sanitation Rate was not adequate to fully fund the collection system operation and provide funding for fleet replacement. Therefore, the City again contracted with SCS Engineers to perform a rate study as an update to the 2007 study. The latest SCS Engineers rate study recommends a \$1.26 increase in the Sanitation Rate for operational funding and the establishment of a Sanitation Equipment Surcharge of \$2.17 to fund sanitation fleet replacement. Over a ten year period, the equipment surcharge would fund the replacement of sanitation equipment valued at \$4,996,393. This surcharge would provide for timely sanitation fleet replacement and would help reduce, or at least stabilize, escalating maintenance costs associated with the current fleet of collection equipment.

The recommendation before City Council would set the Sanitation Rate at \$24.06 and implement a \$1.00 per month Sanitation Equipment Surcharge followed by an increase in that surcharge to \$2.00 the following year. Adjustments would be made annually based on changes in the CPI. The funds generated by the equipment surcharge would be placed into a restricted account for the purpose of purchasing sanitation vehicles and equipment.

Lastly, it is important to note that the City frequently utilizes its fleet of yard trash collection trucks and the supporting fleet of transfer station tractor/trailers in response to major and minor natural disasters. This equipment is used to provide timely response to these situations which are generally not related to normal sanitation collection activity but are extraordinary in nature. Such is the case of the recent floods and tornado cleanups. Since this equipment is used for the betterment of the entire community, perhaps there is a way to fully fund the purchase of the Yard Trash and Transfer Station equipment through Local Option Sales Tax (LOST) funds. The ten year projected cost of replacing the Yard Trash trucks is \$1,175,705 and the Transfer Station equipment is \$770,371, or a total of \$1,946,076 combined. These fleet replacements represent



approximately \$0.85 of the \$2.17 needed to fully fund the equipment replacement. Fully funding the Yard Trash and Transfer Station fleet through LOST funds would allow the Sanitation Equipment Surcharge to be set at \$1.32 per month to fund replacement of the remainder of the Sanitation fleet.

**PRIOR ACTION:**

March 22, 2007 - City Council adopted Ordinance #14-07 adjusting the sanitation rate to \$22.20 based on the rate study.

September 22, 2011 - City council adopted Ordinance #22-11 adjusting the sanitation rate to \$22.80 based on the change in the Consumer Price Index (CPI).

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Approval of the proposed ordinance would set the sanitation rate at \$24.06 per month, a \$1.26 per month increase, and would implement a \$1.00 per month sanitation equipment surcharge effective June 1, 2017, upon adoption on second reading. The increase in the sanitation rate would generate approximately \$289,000 annually in additional operating revenue and the sanitation equipment surcharge would generate approximately \$229,500 annually for capital equipment expenditures. Additionally, approval of the proposed ordinance would increase the sanitation equipment surcharge by an additional \$1.00 per month on October 1, 2018 which would increase the annual revenue generated by the sanitation equipment surcharge to approximately \$459,000 annually.

**CITY ATTORNEY REVIEW:** Yes

3/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Jerry Moore, Sanitation Services and Fleet Management Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 11-17
- 2) Sanitation Rate Study Report

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 11-17

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

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES; PROVIDING FOR SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-3-97 of the Code of the City of Pensacola, Florida, is hereby amended to read:

Sec. 4-3-97. Fees and surcharges.

The following fees are hereby established for recycling, solid waste or refuse collection services by the city as may be amended from time to time by resolution of the city council:

- (1) *New accounts, transferred accounts, and resumption of terminated service:* Twenty dollars (\$20.00).
- (2) *Garbage, recycling and trash collection fee, per month:* ~~Twenty-two~~ Twenty four dollars and ~~eighty six cents (\$22.80)~~ (\$24.06). This fee shall be initially set on June 1, 2017 and shall be automatically adjusted October 1, 2018, and each October 1 thereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.
- (3) Provided, however, the monthly fee for garbage, recycling and trash collection for the dwelling of an eligible household, occupied by a person sixty-five (65) years of age or older, under the low-income home energy assistance program pursuant to F.S. § 409.508, 1993, as administered by the Escambia County Council on Aging or for the dwelling of a family heretofore determined by the housing and community development office of the city to be eligible for assistance under the Section 8 existing housing assistance payments program pursuant to 42 U.S.C., section 1437(f), shall be reduced by one dollar (\$1.00) per month commencing October 1, 1989, and by an additional one dollar (\$1.00) per month commencing October 1, 1990, provided that sufficient monies are appropriated from the general fund to replace decreased solid waste revenues caused by such fee reductions. If insufficient monies are appropriated from the general fund to replace all of such decreased solid waste revenues, then the mayor may change the amount of the fee reduction to an amount less than the amount set forth in the preceding.
- (4) *Sanitation equipment surcharge:* One dollar (\$1.00) per month. A sanitation equipment surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, shall be initially set on June 1, 2017 and shall be automatically increased to two dollars (\$2.00) per month on October 1, 2018. This surcharge shall be automatically adjusted October 1, 2019, and each October 1 thereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.

- ~~(4)~~ (5) *Vehicle fuel and lubricant pass-through surcharge:* One dollar and thirty cents (\$1.30) per month. A sanitation services division vehicle fuel and lubricant surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, which shall be initially set on the fiscal year 2007 sanitation services fuel and lubricant budget, shall be revised by the director of finance no less frequently than annually based upon the budgeted fuel and lubricant costs adjusted for their actual costs for the previous or current fiscal years.
- ~~(5)~~ (6) *Tire removal:* A surcharge of three dollars (\$3.00) per tire shall be added to the scheduled or nonscheduled bulk waste collection fee established herein whenever tire(s) more than twelve (12) inches in size are collected.
- ~~(6)~~ (7) *Scheduled bulk waste collection:* The fee for scheduled bulk item collection shall be fifteen dollars (\$15.00) for the first three (3) minutes and five dollars (\$5.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- ~~(7)~~ (8) *Non-scheduled bulk waste collection:* The fee for nonscheduled bulk item collection shall be thirty-five dollars (\$35.00) for the first three (3) minutes and ten dollars (\$10.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- ~~(8)~~ (9) Deposits in an amount up to a total of the highest two (2) months bills for service within the previous twelve (12) months may be required of customers who, after the passage of this section, have their service cut for nonpayment or have a late payment history. The department of finance will be responsible for the judicious administration of deposits.
- ~~(9)~~ (10) A late charge equal to one and one-half (1½) percent per month of the unpaid previous balance.

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

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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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



## FINAL REPORT

### Updated Sanitation Rate Study

Presented to:

City of Pensacola, Florida



100 West Leonard Street  
Pensacola, Florida 32501  
(850) 435-1894

Presented by:

#### **SCS ENGINEERS**

4041 Park Oaks Blvd #100,  
Tampa, Florida 33610  
(813) 621-0080

March 1, 2017  
File No. 09216077.00

## FINAL REPORT

# Updated Sanitation Rate Study

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## Appendices

- A Pro Forma Model Schedules (DVD in folder)

## 1.0 EXECUTIVE SUMMARY

### 1.1 INTRODUCTION

In May 2016, the City of Pensacola, Florida (City) retained SCS Engineers (SCS) to conduct an updated solid waste cost of services and rate study. Based on data and information provided by City staff, a pro forma rate model (Model) was developed, which enabled SCS to make projections of financial performance of solid waste collection and disposal for the upcoming five-year, planning period (FY 2017-2022) and model different possible rate structures. This report provides a discussion of the methodology used to conduct the analysis, the revenue requirements of the City's solid waste program as determined by the analysis, and proposed fees and charges to be considered by the City of Pensacola City Council.

In 2007, SCS was engaged by the City to evaluate the City's solid waste operations and make recommendations on cost savings and revenue enhancement opportunities. SCS also completed a comprehensive financial rate analysis for solid waste operations. Based on data and information provided by City staff, a rate model was developed, which enabled SCS to make projections of financial performance of refuse collection and transfer operations for the upcoming five-year planning period (2007-2011) and model various user rate structures.

Based on our review and analysis, SCS made the following major recommendations in the 2007 rate study:

- That the City's Sanitation Services continue to remain as an enterprise fund.
- That the City's customer bills reflect an automatic annual CPI adjustment to the rate beginning in FY08.
- That the City should increase fees billed to property owners or occupant for bulk waste collection.
- A surcharge should be added for bulk waste collection of tires.
- That the City's customer billing rates include a provision for a fuel adjustment quarterly, based on the Retail Diesel On-Highway Fuel Price Index published by the U.S. Department of Energy, and provide for a line item to reflect such cost on the customer's monthly bill.
- That the City's customer billing rates should include an annual disposal cost adjustment, based on actual City costs for these services.
- City staff should conduct further research into the feasibility of converting yard trash and bulk waste collection to a single person crew operation.
- That the City should create an Equipment Reserve Fund (sinking fund) for funding of future Sanitation equipment replacement costs.



The City provides a variety of sanitation core services including once a week, automated collection of single-family homes (18,480 customers) and 640 commercial businesses. These accounts are serviced using City-provided rolling carts. In addition, residential customers are provided once a week, single-stream recycling, yard waste and bulk waste collection. Other important services provided include the following: container maintenance, Mayor's neighborhood cleanups, event recycling, and storm cleanup and management.

Current monthly charges (residential and commercial) include the following:

- Container charges - \$18.36
- Disposal charges - \$4.44
- Fuel surcharge - \$0.90

## 1.2 RATE SCENARIOS

SCS developed the following rate scenario options for consideration by the City Council:

- **Option 1, "Status Quo"** – This option assumes that the estimated deficits in projected annual operating revenues would be met by raising customer rates on an annual basis or transfers from the City's General Fund.
- **Option 2, "Annual CPI Increases in Monthly Sanitation Rate"** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees. The Department would continue to assess individual monthly charges for fuel and landfill services.
- **Option 3, "Increase Sanitation Rate by \$1.26 to Account for Increases in Annual Operating Costs and for Changes in the Cost of Recycling Processing"** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees as in Option 2 and accounts for the continuation of recycling processing fees which began in 2016.
- **Option 4, "Implement a Long-Term Funding Program for Fleet Replacement"** – This option assumes establishing a Sanitation Equipment Surcharge of \$2.17 per month to establish a Sanitation Equipment Fund under the Sanitation Fund. In order to achieve full funding of equipment needs, this surcharge could initially set at \$1.00 per month and increased by \$1.17 per month for the following year. Alternatively, the City could use its LOST Fund for a portion of the needed vehicle replacement cost for yard and transfer station vehicles and set the surcharge at \$1.32 per month.

## 1.3 RECOMMENDATIONS

SCS makes the following recommendations:

- Establish a rate of \$24.06 per month for residential and commercial customers.

- Increase these rates annually based on a CPI adjustment.
- Implement a long-term funding program, as described in the report, for fleet replacement.

## 2.0 INTRODUCTION

In May 2016, the City of Pensacola, Florida (City) retained SCS Engineers (SCS) to conduct an updated solid waste cost of services and rate study. Based on data and information provided by City staff, a pro forma rate model (Model) was developed, which enabled SCS to make projections of financial performance of solid waste collection and disposal for the upcoming five-year, planning period (FY 2017-2022) and model different possible rate structures. This report provides a discussion of the methodology used to conduct the analysis, the revenue requirements of the City's solid waste program as determined by the analysis, and proposed fees and charges to be considered by the City of Pensacola City Council.

### 2.1 SCOPE OF SERVICES

SCS completed the following tasks as noted in the paragraphs below to help update the study and the Pro Forma Model.

**Task 1 – Kick-off Meeting.** SCS kicked off the project with a face-to-face meeting after award of this project. To help us frame the scope of this project, SCS requested background information and review reports, data, and any other related information relevant to solid waste operations since 2007 prior to the meeting.

**Task 2 – Gather and Analyze Historical Information.** An important aspect of predicting future revenues and expenditures is to understand the past operating performance since the last rate study. SCS gathered pertinent demographic data, solid waste generation statistics, and financial data on the City's solid waste collection, disposal, recycling, yard waste, bulky waste, household hazardous waste, and administration costs. These data were organized into a Pro Forma Model, which enabled SCS to provide the City with an analysis of the rate impacts of system changes.

**Task 3 – Project Revenue Requirements.** SCS evaluated the "revenue requirement" to support the City's solid waste operations on a yearly basis. The "revenue requirement" is the total amount of money the City must collect to pay solid waste system expenditures needed to provide its targeted levels of service while meeting its financial requirements. The revenue requirement includes long-term capital expenditures that are paid out of current rates and not paid by existing and proposed bonds for new capital projects. The revenue requirement at the time of ratemaking were be estimated by annualizing the fiscal year-to-date cash expenditures. Additionally, adjustments were made by SCS for any significant non-recurring expenditures (e.g., one-time payments at the end of the fiscal year). Revenue requirements for future years were projected by applying anticipated changes in the expenditures to the current revenue requirement. These changes may include such items as: inflation, increases in worker' wages, fuel adjustments, increased disposal costs, stricter requirements from regulating agencies, and leachate treatment adjustments. They may also include expected costs for new projects and new programs. We reviewed proposed expansion costs for accuracy and omissions. In addition to projected cash expenditures, any adjustments will be made to account for required increases, if any, in the fund balance or City's financial policies.

**Task 4 – Design New Rates for Each Customer Group.** SCS finalized the revised Pro Forma Model to enable development of rate designs. SCS worked with the City to utilize the Pro Forma Model, which will be constructed specifically for this project, to construct a series of sensitivity analyses (scenarios) to evaluate the rate impact of various critical parameters such as changes to the consumer price index (CPI), fuel costs, capital purchase, cash versus debt financing, fund balance and emergency cash reserves, and alternative levels of services.

**Task 5 – Final Report and Presentations Draft Review.** SCS prepared this Draft Report of the conceptual design of the system rate study and issued it to the City for review and comment. Based on comments received, we then modified the Draft Rate Study Report and issued a Final Report. SCS then prepared a PowerPoint slide presentation, which summarized the findings and recommendations of the Final Report.

## 2.2 DATA COLLECTION AND REVIEW

SCS submitted detailed data and information requests to the City to collect historical and background information on operations and practices. This included:

- Detailed financial reports and budgets
- Solid waste and financial policies
- Waste flow projections
- Estimates of future recycling and disposal programs/facilities
- Personnel rosters and organizational charts
- Capital improvement plans
- Vehicle maintenance plans and anticipated costs
- Solid waste and Interlocal agreements

## 2.3 STAFF COMMUNICATIONS

SCS held an initial kick off meeting to initiate the Study, which provided a forum to confirm the scope of services, discuss data needs, and identify key issues for City staff. During the course of the Study, SCS conducted a series of conference calls and face-to-face meetings with City staff managing different facets of the overall Program. These conference calls, meetings, and frequent emails gave SCS an opportunity to review Study progress, verify overall assumptions, and receive useful input from City staff.

## 2.4 REPORT ORGANIZATION

This report is organized in four sections, plus an Executive Summary and Appendix.

The report sections are listed below:

- Section 1 – Executive Summary.
- Section 2 – Introduction.
- Section 3 – Changes to the City’s Sanitation System.
- Section 4 – Pro Forma Model.

- Section 5 – References
- Appendix – Schedules.

## 3.0 CHANGES TO THE CITY'S SANITATION SYSTEM

### 3.1 2007 RATE STUDY

In 2007, SCS was engaged by the City to evaluate the City's solid waste operations and make recommendations on cost savings and revenue enhancement opportunities. SCS also completed a comprehensive financial rate analysis for solid waste operations. Based on data and information provided by City staff, a rate model was developed, which enabled SCS to make projections of financial performance of refuse collection and transfer operations for the upcoming five-year planning period (2007-2011) and model various user rate structures.

Based on our review and analysis, SCS made the following major recommendations:

- That the City's Sanitation Services continue to remain as an enterprise fund.
- That the City's customer bills reflect an automatic annual CPI adjustment to the rate beginning in FY08.
- That the City should increase fees billed to property owners or occupant for bulk waste collection.
- A surcharge should be added for bulk waste collection of tires.
- That the City's customer billing rates include a provision for a fuel adjustment quarterly, based on the Retail Diesel On-Highway Fuel Price Index published by the U.S. Department of Energy, and provide for a line item to reflect such cost on the customer's monthly bill.
- That the City's customer billing rates should include an annual disposal cost adjustment, based on actual City costs for these services.
- City staff should conduct further research into the feasibility of converting yard trash and bulk waste collection to a single person crew operation.
- That the City should create an Equipment Reserve Fund (sinking fund) for funding of future Sanitation equipment replacement costs.

### 3.2 CURRENT SERVICES

The City provides a variety of sanitation core services (Exhibit 1) including once a week, automated collection of single-family homes (18,480 customers) and 640 commercial businesses. These accounts are serviced using City-provided rolling carts. In addition, residential customers are provided once a week, single-stream recycling, yard waste and bulk waste collection. Other important services provided include the following: container maintenance, Mayor's neighborhood cleanups, event recycling sponsorship, and storm cleanup and management.

## Exhibit 1. Core Services Provided By Sanitation Services

### Core services provided



Garbage Collection



Recycling Collection



Yard Trash Collection



Transfer Station

### Other services provided



Container Maintenance



Mayor's Neighborhood Cleanups



Event Recycling



Storm Cleanup & Management



Exhibit 2 graphically illustrates current sanitation staffing by program area. Current monthly charges (residential and commercial) include the following:

- Container charges - \$18.36
- Disposal charges - \$4.44
- Fuel surcharge - \$0.90



## Exhibit 2. Current Sanitation Staffing



### 3.3 COST SAVINGS AND EFFICIENCIES

In helping ensure regulatory compliance and value to the City's ratepayers, the Division has implemented a number of cost saving programs recommended as part of the 2007 Rate Study. These are briefly discussed in the paragraphs that follow below.

- Reduced personnel costs by implementing MSW collection to once a week.
- Signed Interlocal Agreement with Escambia County - This agreement requires the City to provide 10 neighborhood cleanups in return for free disposal for yard trash. This equates to an annual savings to the City of \$350,000 per year.
- Compressed Natural Gas (CNG) Collection Vehicles – The City has been purchasing CNG vehicles for its collection fleet to take advantage of the fuel savings associated with natural gas. These vehicles are also expected to reduce the City's greenhouse gas emissions and carbon footprint.
- Recycling Savings and Rate Increases – The City transports city-collected recyclables to Tarpon Paper at a reduced tipping fee (when compared to the Perdido Landfill). When the City's recycled yard trash volume is considered, the city's recycling rate is approximately 46 percent.

The Emerald Utility Authority (ECUA) recently constructed and began operating a materials recovery facility (MRF) located at the County's Perdido Landfill. It was anticipated that this facility would enable more cost-effective recycling processing alternatives for residents of Escambia and neighboring communities. However, city staff was unable to reach an equitable agreement with ECUA on the contract and the City continues to use Tarpon Paper for recycling processing.

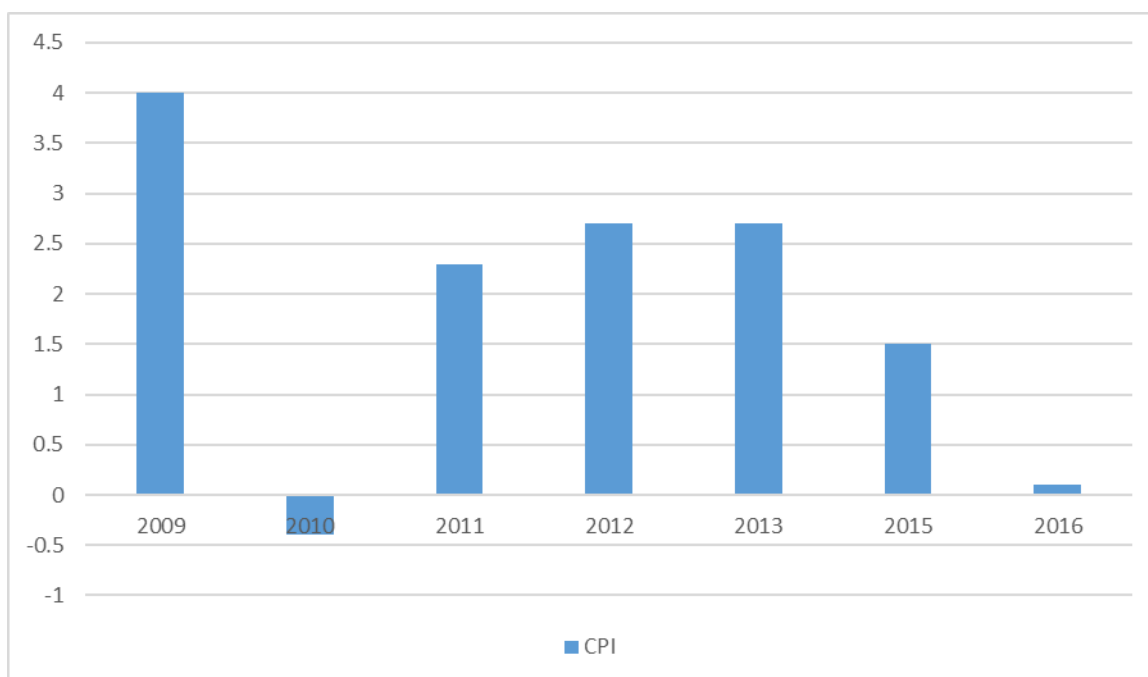
### 3.4 CUSTOMER SATISFACTION SURVEY

In January 2016, the Haas Center for Business Research and Economic Development (Haas Center) was commissioned by the City to conduct a customer satisfaction survey with a variety of City-provided services. The report provided by the Haas Center provides details about residents' attitudes and opinions regarding their satisfaction with City services, as well as their perception of other elements of life within City limits. Overall, 84 percent of residents were either satisfied (41 percent) or very satisfied (43 percent) with their recycling, garbage, and yard waste services. Moreover, six of the seven City districts had less than 10 percent of their residents reply that they were either dissatisfied or very dissatisfied with Sanitation Services.

### 3.5 ANNUAL RATE ADJUSTMENTS

The rate ordinance, which was established as part of the SCS rate study in 2007, provides for the monthly garbage collection fee to be automatically adjusted, based upon the percentage difference in the most recent annual Consumer Price Index (CPI). Exhibit 1 shows CPI increases from 2009 to 2016. Since the effective date of the ordinance (October 1, 2008), however, the City Council has only raised sanitation rates only once (Fiscal Year 2012).

**Exhibit 3. CPI Rates (%) 2009 - 2016**



The rate ordinance established in 2007 also established a vehicle fuel and lubricant pass-through surcharge, which is added as a separate line item to monthly bills issued to sanitation customers. The surcharge is reviewed monthly and has been increased and decreased as necessary. Currently, the surcharge is set at \$0.90 and is reflective of the current price of fuel used in the city's Sanitation Services operation.

## 4.0 PRO FORMA MODEL

### 4.1 DATA COLLECTION

At the beginning of SCS's engagement, City staff provided background data and information concerning residential collection revenues and operating expenses. This included the following critical information:

- Staffing and organizational charts.
- Wages and benefit rates.
- Rate schedules.
- Loans.
- Fund account summaries (totals and comparisons).
- Past and current operating budgets by cost centers.
- Equipment replacement and maintenance schedules.
- Waste and recyclables deliveries to Escambia County and Tarpon Paper.
- Fleet replacement plan.
- Ordinances.
- Administrative costs.

### 4.2 RATE MODEL

At the outset of the work effort, SCS developed an updated Microsoft Excel™ spreadsheet-based, pro-forma model (Model) to assist in the completion of the rate analysis. This model includes the following facets:

- An analysis of operational expenditures (personnel, contract and purchased services, materials and supplies, transfers).
- Analysis of capital outlays (equipment replacement and capital projects).
- Revenue sufficiency analysis (annual revenue projections and rate plan to provide sufficient revenues).
- Funds analysis (reserve requirements, transfers to general fund, administrative costs, beginning and ending fund balances). Based on data and information provided by the City, these individual spreadsheets were linked to develop an overall model to conduct the rate and assessment analysis.

### 4.3 METHODOLOGY OVERVIEW

The following methodology was utilized by SCS to conduct the cost of service analysis:

- **Collect Historical Actual Expenses and Revenues for the City System** – The first task was to gather available historical actual revenue and cost data from 2008 and include these into a financial database.
- **Develop of the “Test Year”** - The second task was the development of an annual revenue requirement for a “Test Year”. The revenue requirement represents the total revenue for the System to recover during a year to fund all sanitation costs. SCS worked with City staff to select a period that reflected a typical year for the System. Actual expenses for FY 15/16 were used as the basis of the Test Year for the Study. SCS then worked with City staff to make these costs more representative of anticipated conditions during the upcoming five-year financial planning horizon. The resulting Test Year was used as the basis for forecasting expenses for the five-year forecast (FY 16/17 to FY 21/22).
- **Develop of a Revenue Requirement Projection** – After developing the revenue requirement for the Test Year, SCS worked with City staff to project changes in anticipated costs due to inflation, labor increases, facility and vehicle maintenance, planning costs, etc. This resulted in a five-year revenue requirement forecast for the entire system including collection, recycling, and disposal of solid waste.
- **Revenue Offsets** – SCS worked with City staff to develop estimates of other revenues such as bulk item collection charges, business refuse container charges, new accounts/transfer fees, fuel surcharge, County landfill fees, interest income, rebates, sale of assets, and miscellaneous.
- **Determination of the Number of Customer Units** – SCS worked with City staff to develop reasonable estimates of future number of customers over the next five-year period (assumed to be 18,460 residential and 640 commercial customers).
- **Calculation of the Monthly Customer Service Fee** – SCS then distributed the revenue needs across the proper billing units to estimate the cost of service.

#### 4.4 DEVELOPMENT OF THE REVENUE REQUIREMENT PROJECTION

In addition to developing the Test Year revenue requirements, SCS forecasted the annual revenue requirement for FY 16/17 to FY 21/22. In order to develop the forecast, SCS projected how costs would change over the forecast period due to factors such as inflation, solid waste and customer growth. The assumptions used to develop the forecast include the following annual increases:

- CPI - 2.1 percent (12-year average 2004-2015, U.S. Department of Labor).
- Solid waste and recyclables growth – 0 percent.
- Customer growth – 0 percent.

The Department manages the following cost centers to support solid waste operations:

- Residential Garbage Collection – Cost Center 0507010.
- Recycling Collection – Cost Center 0507015.
- Transfer Station – Cost Center 0507030.
- Yard Waste Collection – Cost Center 0507050.

Exhibit 4 identifies the revenue needs for the Department for FY 16/17 to FY 21/22, if monthly charges are not increased. As shown, the Sanitation Fund is projected to have a small deficit in FY 2017, but increases substantially over the next five years to account for increases in operating expenses for the four cost centers over this time period.

#### 4.5 FLEET REPLACEMENT PLAN

The Department has developed a 10-year Fleet Replacement Plan (Plan) to replace equipment and vehicles (Exhibit 5). The fleet has seen a substantial rise in repair and maintenance expenses as these vehicles have aged. Typically, most “best-in-class” sanitation collection systems are on a six to eight-year replacement cycle for automated side-loaders. The Department’s current vehicles are well beyond that preferred replacement cycle with many being replaced in 2008. Similarly, the Department’s yard waste collection and ancillary vehicles are also well beyond the preferred replacement cycle for these equipment. The Plan is designed to establish a reasonable vehicle and equipment replacement cycle over the next decade and enable the Department to reduce maintenance expenses. As shown, the Plan projects a funding need for the Department’s fleet of \$6.5 million over this planning period.

Many municipal sanitation departments have developed long-term fleet funding programs in lieu of annually cash expensing these vehicle purchases. These funding plans vary from a long-term, direct surcharge on their customers to transfers from the General Fund or use of local option sales tax programs (LOST). The later funding option is oftentimes chosen if some of the vehicles are used for community-wide activities. For example, the Department typically utilizes its fleet of yard trash collection trucks and ancillary rolling stock such as transfer station tractor/trailers in response to major and minor natural disasters (e.g. hurricanes, tornados, microbursts, etc.). Their use is somewhat different than traditional yard waste collection and can be viewed as extraordinary in nature and provides an essential betterment of the City as a whole. Consequently, a reasonable argument can be made for funding these vehicles solely or partially from the City’s LOST Program.

Exhibit 5 provides detailed analysis of two alternative, long-term funding options: (1) enacting a \$2.17 per month fleet replacement surcharge for the entire vehicle need; or (2) utilizing the LOST Program to fund the purchase of yard waste and transfer station vehicles and enacting a \$1.50 per month fleet replacement surcharge for purchase of the garbage collection/recycling/pickup vehicles.

#### 4.6 RATE SCENARIOS

SCS developed the following rate scenario options for consideration by the City Council:

- **Option 1, “Status Quo”** – This option assumes that the estimated deficits in projected annual operating revenues would be met by raising customer rates on an annual basis or transfers from the City’s General Fund.
- **Option 2, “Annual CPI Increases in Monthly Sanitation Rate”** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees. The Department would continue to assess individual monthly charges for fuel and landfill services.
- **Option 3, “Increase Sanitation Rate by \$1.26 to Account for Increases in Annual Operating Costs and for Changes in the Cost of Recycling Processing”** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees as in Option 2 and accounts for the continuation of recycling processing fees which began in 2016.
- **Option 4, “Implement a Long-Term Funding Program for Fleet Replacement”** – This option assumes establishing a Sanitation Equipment Surcharge of \$2.17 per month to establish a Sanitation Equipment Fund under the Sanitation Fund. In order to achieve full funding of equipment needs, this surcharge could initially set at \$1.00 per month and increased by \$1.17 per month for the following year. Alternatively, the City could use its LOST Fund for a portion of the needed vehicle replacement cost for yard and transfer station vehicles and set the surcharge at \$1.32 per month.

## 4.7 RECOMMENDATIONS

SCS makes the following recommendations:

- Establish a rate of \$24.06 per month in FY 15/16 for residential and commercial customers.
- Increase these rates annually based on a CPI adjustment.
- Implement a long-term funding program, as described in the report, for fleet replacement.

### Exhibit 4. Department Projected Revenue Needs, Status Quo

Financial Metrics	ACTUAL			PROJECTED					
	2014	2015	2016	2017	2018	2019	2020	2021	2022
Operating Revenues	5,782,948	5,821,743	5,828,729	5,972,600	6,068,800	6,113,600	6,113,600	6,113,600	6,113,600
Deduct for Fuel and Lubricants that are included				(500,000)	(510,542)	(521,306)	(532,296)	(543,519)	(554,978)
Deduct for non-rate revenues that are included				(225,000)					
Deduct for Equipment Surcharge				0					
Deduct for \$.35 projected rate increase that is included				0					
Total Rate Revenues to be considered as part of the Monthly Rate				5,247,600					
Operating Expenses By Cost Center									
Collection	2,764,433	3,020,364	3,254,299	3,255,450	3,320,888	3,387,948	3,456,360	3,526,155	3,597,362
Recycling	698,960	725,577	893,605	940,900	956,554	892,267	911,079	930,287	949,901
Transfer Station	651,468	365,296	347,695	403,000	411,497	420,172	429,031	438,076	447,312
Yard Trash	1,694,204	1,552,308	1,638,029	1,662,000	1,697,041	1,732,820	1,769,353	1,806,657	1,844,748
Subtotal Operating Expenses	5,809,065	5,663,545	6,133,628	6,261,350	6,385,979	6,433,207	6,565,823	6,701,176	6,839,322
Deduct for Fuel Surcharge				(500,000)					
Deduct for Non-Rate Expenses	5,584,065	5,438,545	5,908,628	(225,000)	6,160,979	6,208,207	6,340,823	6,476,176	6,614,322
Deduct for capital truck purchase				0					
Total of Rate Related Expenses				5,536,350					
Net Revenues of Rate Related Rev vs Expenses (Deficits)	(26,117)	158,198	(304,899)	(288,750)	418,363	426,699	305,073	180,944	54,256

## Exhibit 5. Proposed Department Fleet Replacement Plan

	Fiscal Year										Ten Year Totals
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
Garbage/Recycling Truck Replacement	1	0	1	1	1	1	1	1	1	1	9
Per Truck Cost	\$290,000	\$296,114	\$302,357	\$308,732	\$315,241	\$321,887	\$328,674	\$335,603	\$342,679	\$349,904	
Total Cost	\$290,000	\$0	\$302,357	\$308,732	\$315,241	\$321,887	\$328,674	\$335,603	\$342,679	\$349,904	\$2,895,078
Yard Trash Truck Replacement	0	1	1	1	1	1	1	1	1	1	9
Per Truck Cost	\$0	\$120,000	\$122,530	\$125,113	\$127,751	\$130,445	\$133,195	\$136,003	\$138,870	\$141,798	
Total Cost	\$0	\$120,000	\$122,530	\$125,113.34	\$127,751.15	\$130,444.57	\$133,194.77	\$136,002.96	\$138,870.36	\$141,798.21	\$1,175,705
Transfer Station Truck Replacement	0	0	1	0	0	1	0	0	0	1	3
Per Truck Cost	\$0	\$0	\$150,000	\$153,163	\$159,689	\$170,004	\$184,800	\$205,121	\$232,475	\$269,032	
Transfer Station Trailer Replacement	0	0	0	0	1	0	0	1	0	0	2
Per Trailer Cost	\$0	\$0	\$0	\$0	\$85,000	\$86,792	\$90,490	\$96,335	\$104,720	\$116,235	
Total Cost	\$0	\$0	\$150,000	\$0	\$85,000	\$170,004	\$0	\$96,335	\$0	\$269,032	\$770,371
Pickup Trucks Replacement	0	1	1	0	1	0	1	0	1	0	5
Per Truck Cost	\$0	\$35,000	\$35,738	\$0	\$27,000	\$27,569	\$28,151	\$28,744	\$29,350	\$0	
Total Cost	\$0	\$35,000	\$35,738	\$0	\$27,000	\$0	\$28,151	\$0	\$29,350	\$0	\$155,238
Number of Vehicles Replaced	1	2	4	2	4	3	3	3	3	3	28
<b>FUNDING OPTIONS</b>											
<b>ALL VEHICLES @ \$2.17 SURCHARGE</b>											
Annual Cash Purchase Cost	\$290,000	\$155,000	\$610,625	\$433,845	\$554,992	\$622,336	\$490,019	\$567,942	\$510,899	\$760,734	\$4,996,393
Truck Capital Fund at \$2.17 surcharge	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$4,973,640
Truck Capital Fund Year End Balance	\$207,364	\$549,728	\$436,467	\$499,986	\$442,357	\$317,386	\$324,731	\$254,153	\$240,617	-\$22,753	
<b>COLLECTION VEHICLES @ 1.32 SURCHARGE AND LOST FUNDING FOR YARD AND TRANSFER STATION VEHICLES</b>											
Annual Cash Purchase Cost	\$290,000	\$35,000	\$338,095	\$308,732	\$342,241	\$321,887	\$356,824	\$335,603	\$372,029	\$349,904	\$3,050,316
Truck Capital Fund at \$1.32 surcharge	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$3,025,440
Truck Capital Fund Year End Balance	\$12,544	\$280,088	\$244,537	\$238,349	\$198,652	\$179,308	\$125,028	\$91,969	\$22,484	-\$24,876	



## 5.0 REFERENCES

1. City of Pensacola, *Annual Budgets*, 2008-2016.
2. Haas Center, *Pensacola Community Survey*, 2016.

Appendix A  
Pro Forma Model Schedules



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00222

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - JUNCTION AT WEST HILL

**RECOMMENDATION:**

That City Council conduct a quasi-judicial hearing on April 13, 2017 to consider approval of the final subdivision plat - Junction at West Hill.

**HEARING REQUIRED:** Quasi-Judicial

**SUMMARY:**

The City has received a request from A Door Properties for approval of the final subdivision plat "Junction at West Hill." The proposed subdivision is located in the R-NCB (Residential Neighborhood Commercial) zoning district, and will create 32 lots from the 1.717 acre parcel. The final plat has been reviewed by applicable City Staff and utility providers, and complies with the City's subdivision requirements.

On March 14, 2017, the City's Planning Board unanimously recommended approval of the final plat.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

3/27/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

Sherry H. Morris, AICP, Planning Services Administrator

**ATTACHMENTS:**

- 1) Subdivision Plat Application, Junction at West Hill, dated 2/13/2017
- 2) Final Plat, Junction at West Hill, dated March 2017
- 3) Plat Boundary Survey, Junction at West Hill, dated February 2017
- 4) March 14, 2017 Planning Board Minutes

**PRESENTATION:** Yes

## SUBDIVISION PLAT



### Please Check Application Type:

Minor Subdivision (< 4 lots)

☐ Preliminary & Final Plat Submission

Fee: \$2,000.00

Subdivision (> 4 lots)

☐ Preliminary Plat Submission

Fee: \$1,000.00 + \$25/lot

☒ Final Plat Submission

Fee: \$1,500.00 + \$25/lot

[Resubmittal: 1/2 the initial fee; Rescheduling to Planning Board / City Council: \$250.00]

### Applicant Information

Name: Junction at West Hill, LLC

Address: 17 E Main St, Suite 200  
Pensacola, FL 32502

Phone: 850.375.9244

Fax: \_\_\_\_\_

Email: Kacee.bidnick@adcoproperties.com

### Owner Information (if different from applicant)

Name: Justin Witkin

Address: 17 E Main St, Suite 200  
Pensacola, FL, 32502

Phone: 850.375.9244

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### Property Information

Location/Address: A portion of lots 1, 2 & 3, Block 3, Belmont track section 28541

Subdivision Name: Junction at West Hill

# of Parcels to be Subdivided: 6

Parcel ID #(s): 00-05-009 91010 - 080 - 003, 00-05-00-91010-130-003  
00-65-00-91010-120-003, 00-05-00-91010-100-03

# of Existing Lots: 6

# of Proposed Lots: 32

Total Acreage: 1.717

Legal Description: Please attach a full legal description from deed or survey

Type of Subdivision: ☒ Residential\* ☐ Non-Residential

[\*If residential, see reverse for open space requirement]

Will a Variance from the Subdivision Regulations be requested for the project (Sec. 12-8-7)? ☐ YES ☒ NO

If yes, specify exact variance requested: \_\_\_\_\_

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this plat and that no refund of these fees will be made. Also, I understand that any resubmissions based on non-compliance with City subdivision and/or development requirements will result in one-half (1/2) the initial application fee. I have reviewed a copy of the applicable zoning and subdivision requirements and understand that I must be present on the date of the Planning Board meeting.

Kacee Bidnick

Signature of Applicant

(Owner of Property or Official Representative of Owner)

8/13/07

Date

### FOR OFFICE USE ONLY

Zone: \_\_\_\_\_ District: \_\_\_\_\_

Date Received: \_\_\_\_\_ Case Number: \_\_\_\_\_

Application Fee: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Open Space Requirement (acres or \$): \_\_\_\_\_ Receipt #: \_\_\_\_\_

Planning Board Date: \_\_\_\_\_ Recommendation: \_\_\_\_\_

Council Date: \_\_\_\_\_ Action: \_\_\_\_\_

Recording Date: \_\_\_\_\_ Map Bk/Pg: \_\_\_\_\_

**\*Sec. 12-8-6. SITES FOR PUBLIC USE.**

**(B) Sites for park and recreation or open space.** Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:

**(1) Dedication of land for park, recreation or open space needs.** The subdivider(s) or owner(s) shall dedicate to the city for park and recreation or open space purposes

at least five (5) percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter (1/4) acre.

**(2) Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land.** The subdivider(s) or owner(s) shall pay unto the city such sum of money equal in value to five (5) percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by the city manager and the subdivider. If the city manager and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The city manager shall appoint a professional land appraiser, the subdivider shall appoint a professional land appraiser, and these two (2) shall appoint a third.

**\*Open Space Requirement (only applicable to residential subdivision)**

Sec. 12-8-6 requires (a) the dedication of 5% of the gross area for open space purposes, or (b) a fee in lieu of land dedication. Please calculate and check preferred method of meeting requirement:

(a) Total Land Area: 1.717 acres  
5% for land dedication\*: .08585 acres  
[\*may not equal less than 1/4 acre]

(b) Value of land (Esc. Co. Tax Assessor) \$ 141,662  
Fee in lieu of land dedication (5% of value) \$ 7,083.14  
[Payable to the City of Pensacola; Due after plat approval, prior to receiving signatures]

**Sec. 12-8-3. Procedure for subdivision approval.**

**(A) Procedure for subdivision requiring a plat.**

**(1) Approval of preliminary plat by the planning board.**

(a) Any person desiring to divide land into three (3) or more lots shall first file with the planning board a preliminary plat of the subdivision prepared in accordance with the requirements of section 12-8-8.

(b) Accompanying the preliminary plat shall be a general location sketch map showing the relationship of the proposed subdivision to existing community facilities which serve or influence it. On such sketch map, the main traffic arteries, shopping centers, schools, parks, and playgrounds, principal places of employment and other principal features should be noted.

(c) Where the preliminary plat submitted covers only a part of the total contiguous property under the subdivider's ownership, a sketch of the prospective future street system of the unsubdivided part shall be required if not shown on a previously approved conceptual plan or plans for the entire property. The street system of the unplatted portion shall be planned to coordinate and connect with the street system of the platted portion.

(d) A master drainage plan at a scale not smaller than one inch equals two hundred (200) feet, shall be prepared. The master drainage plan shall be for the entire property and shall be reviewed by the city engineer in relation to the entire drainage basin. It is the specific intent of this requirement that rights-of-way and easements of all drainage improvements including but not limited to, retention ponds, ditches, culverts, channels, and the like required for the drainage of the site for both on-site and off-site improvements, shall be provided for the master drainage plan. Instruments shall be submitted fully executed in sufficient form for recording for all off-site drainage rights-of-way and easements not included on the final plat. These instruments shall be submitted with the final plat for recordation.

(e) Eleven (11) copies of the preliminary plat shall be submitted to The Community Development Department at least thirty (30) calendar days prior to the meeting at which it is to be considered.

(f) Prior to the examination of the preliminary plat, the planning board shall be furnished with reports from the city engineer, traffic engineer, energy services, Escambia County Utilities Authority, fire department, and the secretary to the planning board to the effect that said plat does or does not conform to the comprehensive plan, the provisions of this chapter, and with sound principles and practices of planning and engineering and with such other items that may affect the health, safety and welfare of the people.

(g) When, after examination, the planning board finds as fact that the aforementioned requirements have been met, the preliminary plat may be approved; however, such approval shall not constitute an approval of the final plat. If the preliminary plat is rejected, the planning board shall provide the applicant in writing a detailed list of reasons for rejection.

**(2) Approval of final plat by the planning board and city council.**

(a) The final plat shall conform substantially to the preliminary plat. The applicant shall submit only that portion of the approved preliminary plat which he proposes to record and develop. Such portion shall conform to all requirements of this chapter. Such final plat shall be submitted within one year (three hundred sixty-five (365) days) of the date of the approval of the preliminary plat. If more than one year has elapsed since the approval of the preliminary plat, the preliminary plat must be resubmitted to the planning board for their review and approval prior to submission of the final plat.

# JUNCTION AT WEST HILL

A RESUBDIVISION OF A PORTION OF LOTS 1,2, & 3, BLOCK 3, MAXENT TRACT  
AND A PORTION OF LOTS 15, 16, & 17, BLOCK 3, WEST KING TRACT, BELMONT NUMBERING  
SECTION 28 & 42, TOWNSHIP 2 SOUTH, RANGE 30 WEST  
CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA

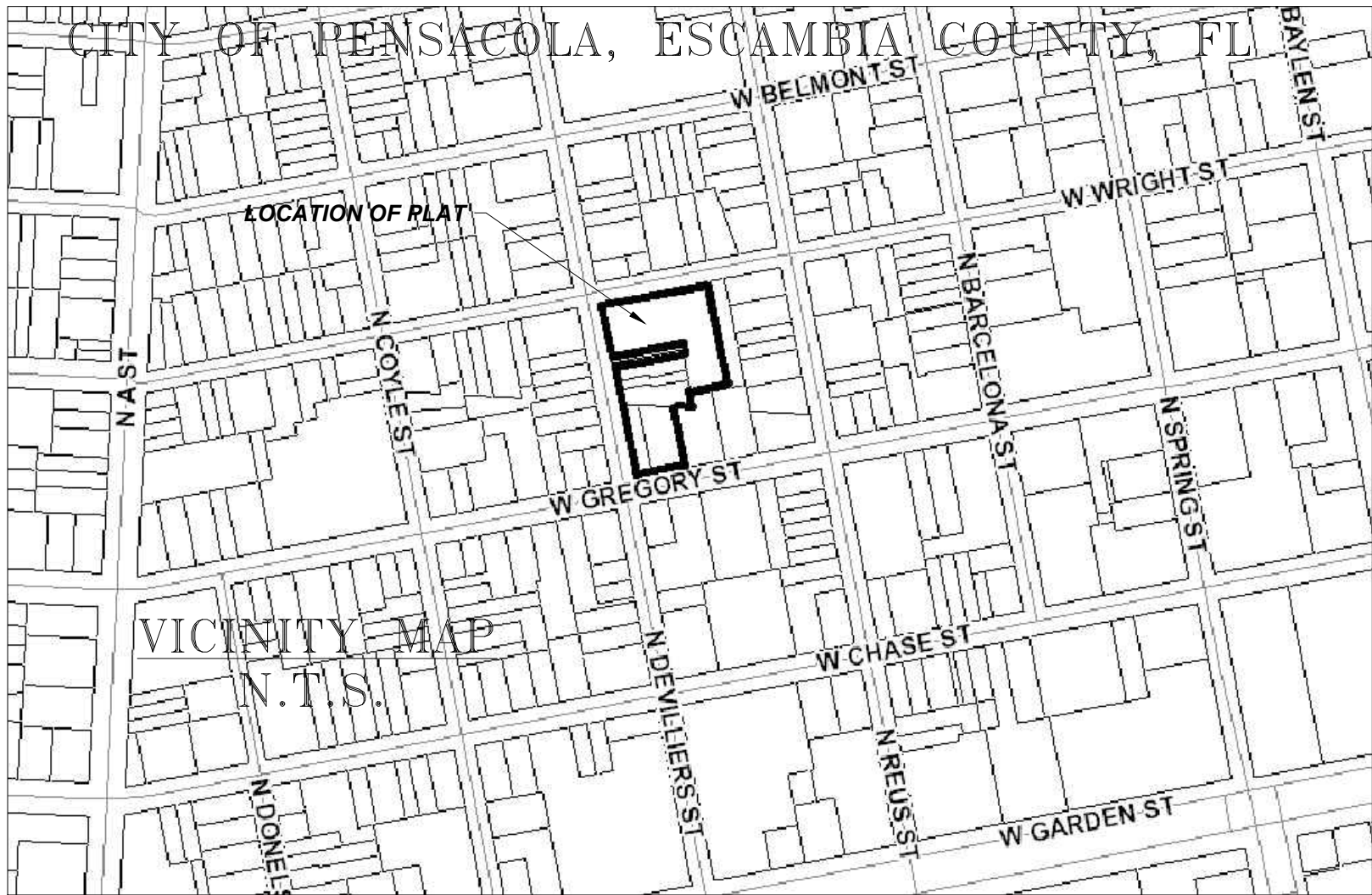
MARCH 2017

PROFESSIONAL LAND SURVEYOR

ROB L. WORKING, PLS #5878  
1801 CREIGHTON ROAD  
PENSACOLA, FLORIDA 32504  
(850) 857-4400

## DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 3, BELMONT TRACT, CITY OF PENSACOLA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE S80°22'54"W ALONG THE NORTH LINE OF SAID BLOCK 154.98 FEET TO THE NORTHEAST CORNER OF LOT 17 OF SAID BLOCK, AND THE POINT OF BEGINNING; THENCE S9°41'32"E ALONG THE EAST LINE OF SAID LOT 234.19 FEET; THENCE S80°19'01"W FOR 43.94 FEET; THENCE N9°44'15"W FOR 5.60 FEET; THENCE S80°15'45"W FOR 49.80 FEET; THENCE S9°44'15"E FOR 27.00 FEET; THENCE N86°43'25"W FOR 31.00 FEET; THENCE S9°44'15"E FOR 135.84 FEET; THENCE S80°27'17"W ALONG WEST GREGORY STREET (58' R/W) FOR 121.18 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF WEST GREGORY STREET AND THE EAST RIGHT OF WAY OF NORTH DE VILLIERS STREET (50' R/W); THENCE N9°39'00"W ALONG THE SAID EAST RIGHT OF WAY 251.15 FEET; THENCE N80°40'33"E FOR 157.01 FEET; THENCE N9°42'07"W FOR 6.64 FEET; THENCE S80°16'29"W FOR 157.00 FEET TO SAID EAST RIGHT OF WAY; THENCE N9°39'00"W ALONG SAID RIGHT OF WAY 127.40 FEET TO THE NORTHWEST CORNER OF SAID BLOCK; THENCE N80°17'00"E ALONG THE NORTH LINE OF SAID BLOCK FOR 244.72 FEET TO THE POINT OF BEGINNING.



## NOTES:

- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
- ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THE SURVEYOR UTILIZED -PLAT CERTIFICATE REPORT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED FEBRUARY 13, 2017, ORDER NUMBER: 6216564, CUSTOMER REFERENCE: JUNCTION, ADDRESSEE: BEGES & LANE; DEEDS OF RECORD; EXISTING FIELD MONUMENTATION; A COPY OF THE MAP OF PENSACOLA FLA, PUBLISHED BY THOM. C. WATSON & CO., COPYRIGHTED IN 1906 AS RECORDED IN DEED BOOK 126, AT PAGE 400 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
- BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM AND THE SOUTH RIGHT-OF-WAY LINE OF WRIGHT STREET BEARING N 80°17'00" E.
- ONLY ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED, UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
- SECTION LINES ARE APPROXIMATE BASED ON MEASUREMENTS SHOWN ON A COPY OF THE MAP OF PENSACOLA FLA, PUBLISHED BY THOM. C. WATSON & CO., COPYRIGHTED IN 1906 AS RECORDED IN DEED BOOK 126, AT PAGE 400 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X". BASE FLOOD ELEVATION NOT APPLICABLE, AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY RATE MAP OF ESCAMBIA COUNTY, FLORIDA, AND INCORPORATED AREAS, DATED SEPTEMBER 29, 2006, COMMUNITY MAP PANEL NUMBER: 120080 0390 G.
- ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISION OF SECTION 177.091 (28) FLORIDA STATUTES.
- PARCEL A-E ARE TO BE USED AS PARKING SPACES; PARCEL A WILL BE CONVEYED WITH THE PURCHASE OF LOT 6, BLOCK A; PARCEL B WITH BE CONVEYED WITH THE PURCHASE OF LOT 7, BLOCK A; PARCEL C WITH BE CONVEYED WITH THE PURCHASE OF LOT 8, BLOCK A; PARCEL D WITH BE CONVEYED WITH THE PURCHASE OF LOT 9, BLOCK A; PARCEL E WITH BE CONVEYED WITH THE PURCHASE OF LOT 10, BLOCK A.

## DEVELOPER/OWNER

JUNCTION AT WEST HILL, LLC  
17 E MAIN STREET SUITE 200  
PENSACOLA, FLORIDA 32502  
(850) 375-9244

## DEDICATION

I, JUSTIN WITKIN, THE MANAGER OF JUNCTION AT WEST HILL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE PROPERTY SHOWN HEREON, HEREBY DEDICATE THIS PLAT OF JUNCTION AT WEST HILL, IN ACCORDANCE WITH FLORIDA STATUTE 177.081(5); AND FURTHER DEDICATE JUNCTION AVENUE, A PRIVATE RIGHT-OF-WAY, PARCELS F AND G (COMMON AREAS AND RETENTION PONDS), AND ALL PRIVATE DRAINAGE EASEMENTS TO THE JUNCTION AT WEST HILL OWNERS ASSOCIATION, INC., FOR USE BY THE MEMBERS OF JUNCTION AT WEST HILL OWNERS ASSOCIATION, INC., AND THEIR GUESTS. MAINTENANCE OF ALL AREAS DEDICATED TO THE JUNCTION AT WEST HILL OWNERS ASSOCIATION, INC., SHALL BE THE RESPONSIBILITY OF SAID ASSOCIATION. THE DEVELOPER HEREBY DEDICATES A PERPETUAL EASEMENT TO THE CITY OF PENSACOLA, FLORIDA FOR INGRESS AND EGRESS BY SANITATION, POSTAL, FIRE, LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICES AND CITY PERSONNEL PROVIDING SERVICES TO THE SUBDIVISION OVER, ACROSS AND THROUGH ALL DRAINAGE EASEMENTS, RIGHTS-OF-WAY AND RETENTION PONDS. THE DEVELOPER FURTHER DEDICATES THE PRIVATE RIGHT-OF-WAY, JUNCTION AVENUE, AND THE ADJACENT UTILITY EASEMENTS TO THE EMERALD COAST UTILITIES AUTHORITY FOR THE PURPOSE OF OPERATING AND MAINTAINING ITS WATER AND SEWER INFRASTRUCTURE.

JUNCTION AT WEST HILL, LLC,  
A FLORIDA LIMITED LIABILITY COMPANY

BY: JUSTIN WITKIN, ITS MANAGER

WITNESS 1 WITNESS 2

PRINT NAME PRINT NAME

## ACKNOWLEDGEMENT OF DEDICATION

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED JUSTIN WITKIN, THE MANAGER OF JUNCTION AT WEST HILL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SHOWN HEREON, PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN THE FOREGOING DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES SET FORTH, GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES: \_\_\_\_\_

## LEGEND

(F)	FIELD MEASUREMENT
(P)	PLAT MEASUREMENT
C1-C13	CURVE NUMBER (SEE TABLE)
L1-L2	LINE NUMBER (SEE TABLE)
B.S.L.	BUILDING SETBACK LINE
FND	FOUND BOUNDARY CORNER
N.R.	NOT RADIAL
P.C.	POINT OF CURVATURE
P.C.P.	PERMANENT CONTROL POINT
P.I.	POINT OF INFLATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.T.	POINT OF TANGENCY
P.R.M.	PERMANENT REFERENCE MONUMENT
R/W	RIGHT-OF-WAY
N/T	NON-TANGENT
T.B.M.	TEMPORARY BENCHMARK
TYP	TYPICAL
U/E	UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
#	NUMBER

## INDEX

PAGE 1: DEDICATION AND SIGNATURE PAGE  
PAGE 2: PLAT MAP AND DESCRIPTION

## CIVIL ENGINEER

DAVID S. LAMAR, P.E.  
3298 SUMMIT BLVD., SUITE 32  
PENSACOLA, FL 32503  
(850) 434-0057



## CERTIFICATE OF COUNTY CLERK:

I, PAM CHILDERS, CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT CHAPTER 177 FLORIDA STATUTES AND THE SAME WAS RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2017 IN PLAT BOOK \_\_\_\_ AT PAGE \_\_\_\_ OF THE PUBLIC RECORDS OF SAID COUNTY.

PAM CHILDERS - CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA

## CITY COUNCIL CERTIFICATE:

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2017, AND WAS APPROVED BY SAID COUNCIL.

ERICKA L. BURNETT- CITY CLERK OF THE CITY OF PENSACOLA

## CERTIFICATE OF ATTORNEY:

I, DAVID B. TAYLOR, III, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AN HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND ALL PROVISIONS OF ARTICLE 4 OF THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED. SIGNED THIS \_\_\_\_ DAY OF FEBRUARY, 2017.

DAVID D. TAYLOR, III

## CITY SURVEYOR'S CERTIFICATE:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, FOR THE CITY OF PENSACOLA.

MARK A. NORRIS P.S.M.. FLORIDA REGISTRATION NO. 6211

NOT VALID WITHOUT  
THE SIGNATURE  
AND ORIGINAL  
RAISED SEAL OF A  
FLORIDA LICENSED  
SURVEYOR AND  
MAPPER

## SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177.011- 177.151 FLORIDA STATUTES, AND THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61617-6, FLORIDA ADMINISTRATION CODE, SIGNED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

NOT VALID WITHOUT  
THE SIGNATURE  
AND ORIGINAL  
RAISED SEAL OF A  
FLORIDA LICENSED  
SURVEYOR AND  
MAPPER

COVENANT AND RESTRICTIONS RECORDED IN

O.R. \_\_\_\_ PAGE \_\_\_\_

PLAT BOOK \_\_\_\_ PAGE \_\_\_\_

SHEET 1 OF 2



DEVELOPER/OWNER

JUNCTION AT WEST HILL, LLC  
17 E MAIN STREET SUITE 200  
PENSACOLA, FLORIDA 32502

ENGINEER

DAVID S. LAMAR, P.E.  
3298 SUMMIT BLVD., SUITE 32  
PENSACOLA, FL 32503

**JUNCTION AT WEST HILL**  
**A RESUBDIVISION OF A PORTION OF LOTS 1, 2, & 3, BLOCK 3, MAXENT TRACT**  
**AND A PORTION OF LOTS 15, 16, & 17, BLOCK 3, WEST KING TRACT, BELMONT NUMBERING**  
**SECTION 28 & 42, TOWNSHIP 2 SOUTH, RANGE 30 WEST**  
**CITY OF PENSACOLA, ESCAMBA COUNTY, FLORIDA**

**MARCH 2017**  
PROFESSIONAL LAND SURVEYOR

ROB L. WORKING, PLS #5878  
1801 CREIGHTON ROAD  
PENSACOLA, FLORIDA 32504

NORTHEAST CORNER OF BLOCK 3,  
BELMONT TRACT, CITY OF PENSACOLA,  
MAP OF CITY BY THOMAS C. WATSON IN 1906  
ESCAMBA COUNTY, FLORIDA

Parcel Line Table

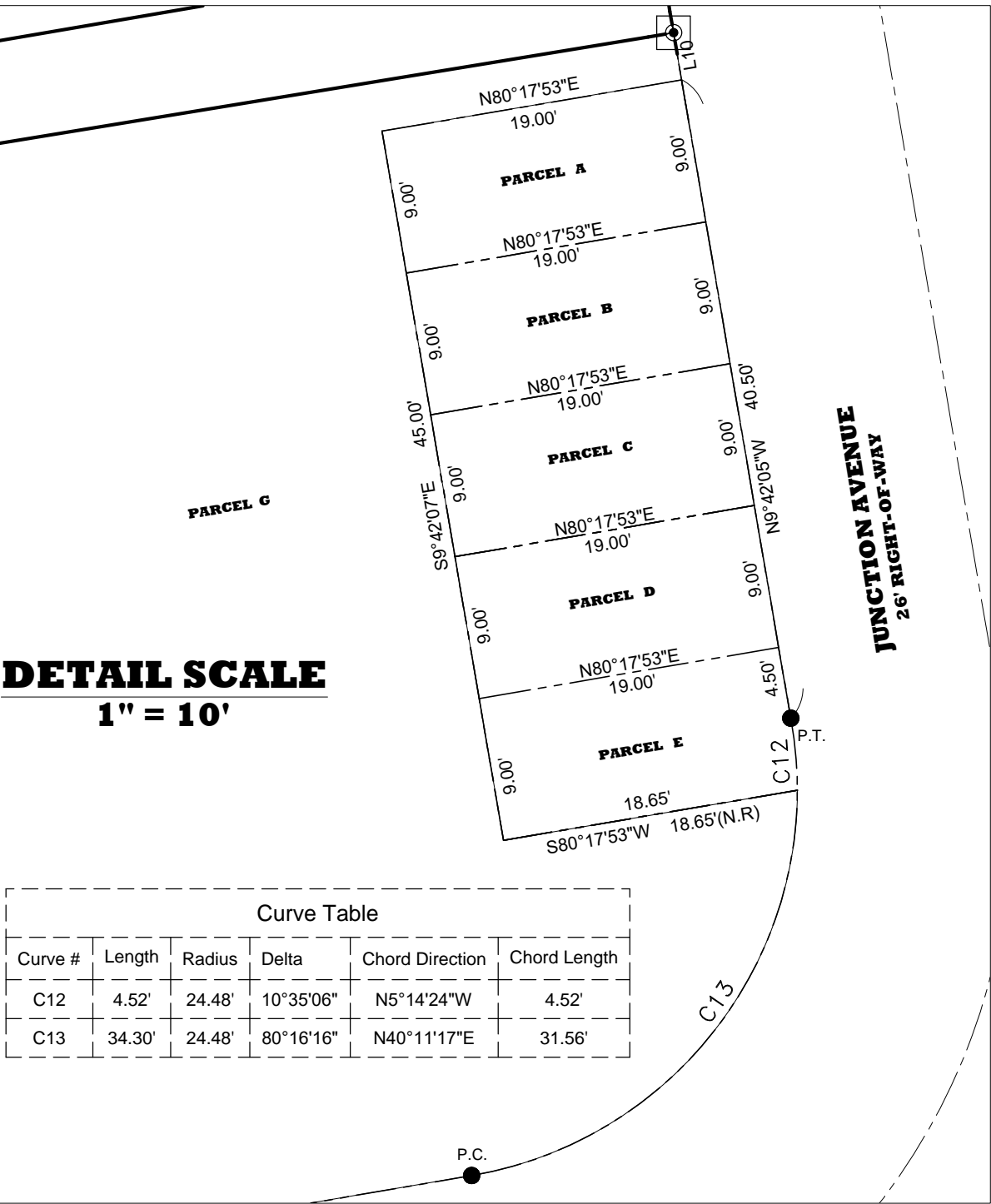
Line #	Length	Direction
L1	10.34	S9°41'32"E
L2	5.85	N16°59'33"W
L3	1.25	N9°42'07"W
L4	7.75	S9°41'18"E
L5	5.60	S9°44'15"E
L6	2.07	S9°44'15"E
L7	10.50	S80°27'17"W
L8	12.44	N9°44'15"W
L9	6.00	S9°44'15"E
L10	5.50	S9°42'07"E
L11	6.64	S9°42'07"E
L12	5.54	S9°39'00"E
L13	9.49	N9°41'32"W

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	23.56'	15.00'	89°58'29"	N35°17'44"E	21.21'
C2	14.17'	55.22'	14°41'52"	N17°18'36"E	14.13'
C3	33.10'	55.22'	34°20'45"	N41°49'54"E	32.61'
C4	20.54'	55.22'	21°18'45"	N69°39'39"E	20.42'
C5	39.29'	25.00'	90°03'16"	N35°17'23"E	35.37'
C6	23.47'	15.00'	89°38'31"	N54°43'27"W	21.15'
C7	23.63'	15.00'	90°14'34"	S35°23'02"W	21.26'
C8	39.25'	25.00'	89°56'44"	S54°42'37"E	35.34'
C9	38.82'	24.48'	90°51'22"	N34°53'44"E	34.88'
C10	23.57'	15.00'	90°01'26"	N54°42'17"W	21.22'
C11	60.54'	39.07'	88°47'24"	S35°50'13"W	54.66'

PROPERTY CORNER LEGEND

- FND 1" IRON PIPE
- FND 1/2" IRON ROD
- FND 1/2" CAPPED IRON ROD #1748
- FND 1/2" CAPPED IRON ROD #5863
- FND PREVIOUSLY SET 1/2" CAPPED IRON ROD #7612
- REPLACE NAIL & DISK #6112 WITH NAIL & DISK #7612 (P.R.M.)
- SET 4" x 4" CONCRETE MONUMENT #7612 (P.R.M.)
- SET 1/2" CAPPED IRON ROD #7612 (P.C.P.)



**BUILDING SETBACK REQUIREMENTS**

**FRONT: 9 FEET / UTILITY EASEMENT**  
**REAR: 10 FEET / PRIVATE DRAINAGE EASEMENT**  
**SIDE (STREET): 5 FEET (APPLIES TO END LOTS ONLY)**









PLANNING SERVICES

THE UPSIDE *of* FLORIDA

## MINUTES OF THE PLANNING BOARD

March 14, 2017

**MEMBERS PRESENT:** Paul Ritz-Chairman, Danny Grundhoefer, Jared Moore, Kurt Larson, Kyle Owens

**MEMBERS ABSENT:** Nina Campbell, Nathan Monk

**STAFF PRESENT:** Brandi Deese, Leslie Statler, Bill Weeks, Inspections

**OTHERS PRESENT:** Steven Sebold, Kacee Bidnick, Lloyd Reshard, David S. Lamar, Jason Rebol, Mike Thomas, Meghan Gilroy-Triolo

### AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from February 14, 2017
- Request for Final Plat Approval – Junction at West Hill
- Request for Preliminary Plat Approval – Hallmark Subdivision
- Consider East Hill Neighborhood Association's Request for Overlay District
- Open Forum
- Adjournment

### Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:03 pm with a quorum present. He gave instructions to the audience on the rules and procedures of the Board.

### Approval of Meeting Minutes

Mr. Larson made a motion to approve the February 14, 2017 minutes, seconded by Mr. Moore, and it carried unanimously.

### Request for Final Plat Approval – Junction at West Hill

A Door Properties has submitted a request for Final Plat approval for "Junction at West Hill" subdivision. The proposed townhouse development is located within the western portion of Block 3 Belmont Tract along N. DeVilliers Street, W. Wright Street, and W. Gregory Street. Ms. Deese explained the final plat was routed through the various departments, and the Engineering Department had recanted their original concerns on the dead end road stating it was private and was in the hands of the engineer of record, and they agreed with the plat as submitted.

Ms. Bidnick reminded the Board there was a land dispute with the Mossholders, but they decided to sell the property to applicants. Commercial was deemed not feasible, so they added more residential resulting in a total of 32 units. Chairman Ritz stated the strength of the project was bringing more residents to the area and more life into the city. Mr. Larson asked if stormwater had been addressed, and Mr. Lamar, the engineer for the project, advised with the addition of the added property, the design was modified to have four retention ponds hopefully added as an aesthetic amenity and common area.

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](http://www.cityofpensacola.com)

The ponds would be fenced with decorative type fencing with opportunities for landscaping. He explained the changes to the commercial lots caused the pond areas to shift with three on parcel F and one on parcel G.

Mr. Grundhoefer was concerned with the five northwest lots not having alleyway access which would result in parking along DeVilliers Street. Mr. Lamar pointed out a 5' hiatus running east and west which cannot be acquired. Chairman Ritz offered that to base each decision on an automobile would not be wise since there are those people who don't have cars or multiple cars, and parking on the street is occurring all over Pensacola. Mr. Grundhoefer explained he did not want to see a garage taking over the façade of the entire 23' lot which would not be street friendly. Ms. Bidnick explained they were still trying to acquire the 5' gap, but for now the plan was to have parking in the front. Mr. Lamar stated there was room to add an alley and get the appropriate access easements, but the developer would need to make the decision in handling those lots with an easement versus a dedicated right of way. Ms. Deese explained the plat approval process was different, and the Board could not add conditions if the applicants met the Code requirements.

Mr. Larson indicated this was the first time the Board was reviewing the plat as residential. Mr. Grundhoefer suggested it should follow the same logic and planning as the other 26 lots. Chairman Ritz advised that because the various departments took no exception to the submitted plat, it did meet the requirements of the City of Pensacola, and the Board should make its determination on the plat as it relates to the requirements defined in the LDC. **Mr. Grundhoefer made a motion to deny based on his concerns and comments. The motion died for lack of a second. Mr. Larson made a motion to approve which also died for lack of a second.** Chairman Ritz asked for the opinions of other Board members. Mr. Grundhoefer asked if the applicants changed those 5 lots and had access from the north and made the revisions would it return to the Board. Ms. Deese advised the developer could do that if the Board was supportive of it, but it was not something the Board could require of them in the platting process. Mr. Lamar stated the engineer had advised they could have driveways entering from DeVilliers. Mr. Moore clarified that the Board was reviewing the technical and not the aesthetics. Ms. Deese stated if the applicants met the requirements which had been reviewed by technical departments, the plat had to be approved, and they could not require anything additional from the applicant. She stated if there were outstanding concerns from the utility providers and various City departments, it would be the Board's job to determine if they wanted to approve based on those issues.

Mr. Moore agreed with Mr. Grundhoefer's comments but understood the Board's role in this case. **Mr. Moore made a motion to approve, seconded by Mr. Owens. The motion carried with Chairman Ritz, Mr. Owens and Mr. Moore approving and Mr. Grundhoefer and Mr. Larson dissenting.** Chairman Ritz explained this item would proceed to the City Council for final approval.

#### **Request for Preliminary Plat Approval – Hallmark Subdivision**

349 LLC has submitted a request for Preliminary Plat approval for "Hallmark" subdivision. The proposed development, identified as 115 South E Street, is a 5.09 acre parcel bounded by W. Romana Street on the north, South E Street on the east, W. Government Street on the south, and South F Street on the west. The site is the location of the former Hallmark Elementary School. The proposed Preliminary Plat 76 lots measure 20 feet in width. This development is located within the C-3 zoning district, which has a maximum density of 35 dwelling units per acre. The proposed development complies with this standard. Additionally, the provisions of the district eliminate the building setbacks, allowing for zero-lot lines on all sides. The minimum parking required for townhouse developments is 2 parking spaces per unit; the developer intends to meet this requirement with a garage and driveway space. The developer has opted to pay into the park escrow in lieu of dedicating a park within the project.

Mr. Rebol indicated that the revised preliminary plat addressed comments from the City surveyor. He stated they had a landscape architect working on the common area which would include a fitness center, pools, and walking trails benefiting the residents. They are exploring retention ponds and underground

water retention systems. He explained the lots would be single family attached, fee simple with a dividing wall similar to projects on 30A. Chairman Ritz pointed out downtown development (Bill Thompson building) with garages facing the street. Mr. Grundhoefer stated with garages facing the street, there would be no interacting with people unless there were porches on an upper floor, but the Board's hands were tied since the plat met City Code. Chairman Ritz indicated the Board could present its concerns to the Council. Mr. Rebol stated they would like to save the school building, but it was not feasible, however, they intended to pay homage by recycling the brick and sharing some of the past with the new development. They also added one hydrant for fire coverage and were extending ECUA service to the development.

Chairman Ritz advised the Board would see the final plat. Mr. Larson was concerned about the distance between fire hydrants, and Mr. Rebol advised he would verify that spacing requirements had been met. **Mr. Larson made a motion to approve, seconded by Mr. Owens, and it carried unanimously.**

#### **Consider East Hill Neighborhood Association's Request for Overlay District**

City Council has referred to this Board for its review and recommendation, a request from the East Hill Neighborhood Association for an overlay district. City Council has asked that the Planning Board work with the neighborhood groups to seek input in the establishment of this Overlay District.

Chairman Ritz advised he was not personally in favor of an overlay district for East Hill.

Mike Thomas advised the overlay district was something the neighborhood association wanted for a long time, and he appreciated Mr. Grundhoefer's comments on driveways. He pointed out a citizen acquired two lots and built an RV carport on one of them, destroying all the property values in that area. He emphasized the intent was to protect property values as East Hill grows with infill. He saw this as giving a little more rigor, with plans coming before the Board which would give citizens more control on what occurs next door, preventing RV garages or old-style Habitat Houses.

Mr. Larson asked if there was any specific language or was the Board looking at this for the future. Mr. Thomas understood the process to be Board approval then forming a committee with private citizens and planners who would develop definitions such as amount of overhang, etc. Chairman Ritz advised that City staff helped put together workshops involving citizens which would take place over a course of months, with the final goal being to present to Council. Ms. Deese clarified at this point, staff did not know if the neighborhood desired this overlay and wanted some type of notification to take place during the process. If the neighborhood as a whole wanted this, they would need to present more concrete ideas. Mr. Thomas explained the East Hill Neighborhood Association boundary as roughly Belmont north to the tree tunnel, and Bayou on the east over to about Ninth Avenue. As far as vocabulary and definitions, the neighborhood association had not taken those steps, but it has been a conversation for years. Mr. Larson liked the idea of meeting the character of the neighborhood.

Chairman Ritz pointed out that historically looking at the 1950s, East Hill was far more dense than it is becoming today. However, in the 1980s, it was totally different. He clarified that the Board had been asked by the Council to explore the idea of an overlay; an advertised agenda item would be presented followed by a workshop. **Mr. Larson made a motion to encourage Council to explore the options of having an East Hill Overlay District, seconded by Mr. Grundhoefer.** Mr. Grundhoefer asked if they had discussed the commercial aspect such as the 12<sup>th</sup> Avenue Corridor or Bayview Park or others within this zone. Mr. Thomas stated his understanding was this type of distinction would be made in the workshops, but he stated the motivations were mostly residential in nature. Chairman Ritz advised that any crafted language would proceed through the Legal Department to make sure it was appropriate with the standards of the State of Florida. Ms. Deese informed that the charge to the Board from Council was to seek input. Mr. Grundhoefer pointed out that Ms. Mack had outlined the restrictions she was looking for in the Ninth Avenue Overlay District. The Board reviewed and revised them, and it might be incumbent on the East Hill Association to draft some of wants and needs to present to the Board as a starting point. Chairman Ritz

advised if the item goes forward, it would be a Board agenda item first for the initial announcement and to have public input, and then proceed to a workshop. Mr. Thomas said the neighborhood association could build the documents with the vocabulary and return to the Board for review. Mr. Grundhoefer clarified that in the overlay districts, the Board and the citizens were allowed to subjectively review projects; this allowed the community to rally around some development or be opposed to something which might be allowed in some areas. **The motion then carried with Chairman Ritz dissenting.**

**Open Forum** – Mr. Weeks advised he had seen East Hill go from where no one wanted to live to where everyone wants to live, and pointed out something has been done right over the last 36 years. Chairman Ritz stated property values had definitely increased over the year.

**Adjournment** – With no further business, Chairman Ritz adjourned the meeting at 3:04 pm. Chairman Ritz reminded the Board of the Sunshine Law regarding the East Hill meetings and speaking to each other, however, they were allowed to speak to staff on issues being considered by the Board.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Brandi C. Deese', written over a horizontal line.

Brandi C. Deese  
City Planner  
Secretary to the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00057

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

ANNEXATION OF PROPERTY - CAMPUS HEIGHTS

**RECOMMENDATION:**

That City Council conduct a Public Hearing to consider the annexation of seventy-seven (77) parcels in the Campus Heights area, sixty-one (61) of which are owned by the Pensacola International Airport.

**HEARING REQUIRED:** Public

**SUMMARY:**

Campus Heights was identified in the approved year 2000 Airport Master Plan as a development area for a future business commerce park associated with the Airport. Generally, the Campus Heights area is bounded on the east and south by Airport property, on the north by Langley Avenue, and on the west by Tippen Avenue. It is an area of mixed use, consisting of commercial, light industrial, and residential use.

Currently one-hundred thirteen parcels have been purchased by the Airport, with six remaining to be acquired. As parcels are acquired that are contiguous to but not within the City limits, it becomes necessary to annex those parcels via the statutory process for the annexation of property.

In order to comply with the statutory requirements that would not require a referendum, seventy-seven (77) parcels, sixty-one (61) of which are owned by the Pensacola International Airport, were selected for annexation at this time. While the annexation would include the Airport owned parcels, it would also include sixteen (16) parcels owned by businesses. The City of Pensacola/Pensacola International Airport however is the owner of more than fifty percent (50%) of the parcels in the proposed area. The proposed inclusion of these other parcels would provide for a clearer City/County boundary in the affected area.

F.S. 171.0413 provides that:

Annexation procedures.-Any municipality may annex contiguous, compact, unincorporated territory in the following manner:

(1) An ordinance proposing to annex an area of contiguous, compact, unincorporated territory shall be



adopted by the governing body of the annexing municipality pursuant to the procedure for the adoption of a nonemergency ordinance established by s. 166.041. Prior to the adoption of the ordinance of annexation, the local governing body shall hold at least two advertised public hearings. The first public hearing shall be on a weekday at least 7 days after the day that the first advertisement is published. The second public hearing shall be held on a weekday at least 5 days after the day that the second advertisement is published. Each such ordinance shall propose only one reasonably compact area to be annexed. However, prior to the ordinance of annexation becoming effective, a referendum on annexation shall be held as set out below, and, if approved by the referendum, the ordinance shall become effective 10 days after the referendum or as otherwise provided in the ordinance, but not more than 1 year following the date of the referendum.

(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the governing body does not choose to hold a referendum of the annexing municipality pursuant to subsection (2), then the property owner consents required pursuant to subsection (5) shall be obtained by the parties proposing the annexation prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon becoming a law or as otherwise provided in the ordinance.

Therefore, in accordance with paragraph (6) of F.S. 171.0413, a referendum is not required as there are no registered electors on the parcels in the proposed annexation area. Further, the City of Pensacola/Pensacola International Airport, the owner of more than 50 percent of the land in the proposed annexation area, consents to the annexation.

**PRIOR ACTION:**

November 10, 2011 - City Council approved the annexation of nine (9) parcels in the Campus Heights area owned by the Pensacola International Airport.

December 1, 2011 - City Council adopted Ordinance No. 31-11 - Annexation of Airport Owned Property on second reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive property taxes and stormwater fee revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

3/24/2017

**STAFF CONTACT:**

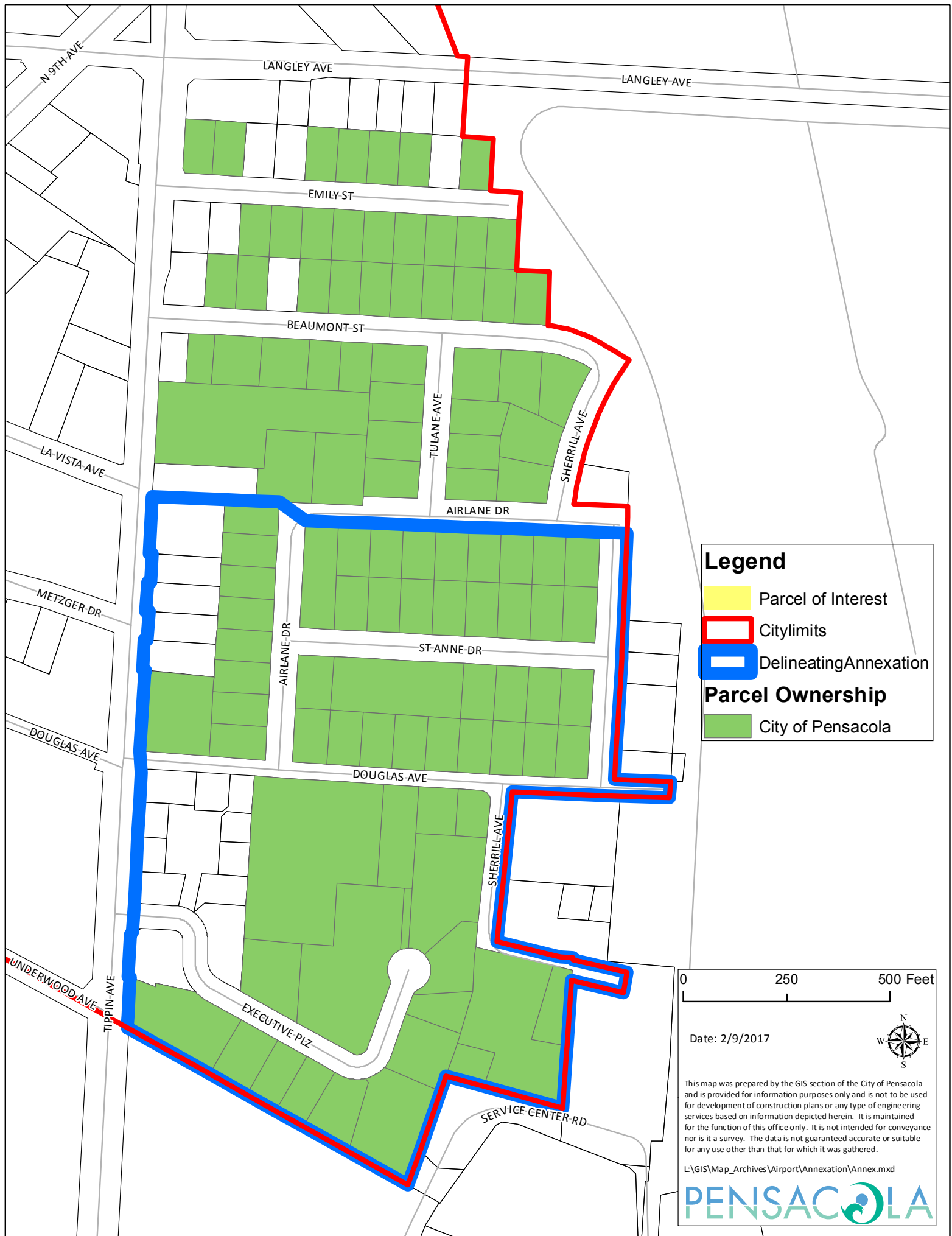
Eric W. Olson, City Administrator  
Sherry Morris, Planning Services Administrator  
Daniel Flynn, Airport Director

**ATTACHMENTS:**

- 1) Map of Annexation Area

**PRESENTATION:** No





### Legend

- Parcel of Interest
- Citylimits
- DelineatingAnnexation
- Parcel Ownership**
  - City of Pensacola

0 250 500 Feet

Date: 2/9/2017



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map\_Archives\Airport\Annexation\Annex.mxd

**PENSACOLA**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 10-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PROPOSED ORDINANCE NO. 10-17 - ANNEXATION OF PROPERTY - CAMPUS HEIGHTS

### **RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 10-17 on first reading.

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.

**HEARING REQUIRED:** Public

### **SUMMARY:**

Campus Heights was identified in the approved year 2000 Airport Master Plan as a development area for a future business commerce park associated with the Airport. Generally, the Campus Heights area is bounded on the east and south by Airport property, on the north by Langley Avenue, and on the west by Tippin Avenue. It is an area of mixed use, consisting of commercial, light industrial, and residential use.

Currently one-hundred thirteen parcels have been purchased by the Airport, with six remaining to be acquired. As parcels are acquired that are contiguous to but not within the City limits, it becomes necessary to annex those parcels via the statutory process for the annexation of property.

In order to comply with the statutory requirements that would not require a referendum, seventy-seven (77) parcels, sixty-one (61) of which are owned by the Pensacola International Airport, were selected for annexation at this time. While the annexation would include the Airport owned parcels, it would also include sixteen (16) parcels owned by businesses. The proposed inclusion of these other parcels would provide for a clearer City/County boundary in the affected area. The City of Pensacola/Pensacola International Airport is the owner of more than fifty percent (50%) of the parcels in the proposed area.

F.S. 171.0413 provides that:

*Annexation procedures.-Any municipality may annex contiguous, compact, unincorporated territory in the following manner:*

*(1) An ordinance proposing to annex an area of contiguous, compact, unincorporated territory shall be adopted by the governing body of the annexing municipality pursuant to the procedure for the adoption of a nonemergency ordinance established by s. 166.041. Prior to the adoption of the ordinance of annexation, the local governing body shall hold at least two advertised public hearings. The first public hearing shall be on a weekday at least 7 days after the day that the first advertisement is published. The second public hearing shall be held on a weekday at least 5 days after the day that the second advertisement is published. Each such ordinance shall propose only one reasonably compact area to be annexed. However, prior to the ordinance of annexation becoming effective, a referendum on annexation shall be held as set out below, and, if approved by the referendum, the ordinance shall become effective 10 days after the referendum or as otherwise provided in the ordinance, but not more than 1 year following the date of the referendum.*

*(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the governing body does not choose to hold a referendum of the annexing municipality pursuant to subsection (2), then the property owner consents required pursuant to subsection (5) shall be obtained by the parties proposing the annexation prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon becoming a law or as otherwise provided in the ordinance.*

Therefore, in accordance with paragraph (6) of F.S. 171.0413, a referendum is not required as there are no registered electors on the parcels in the proposed annexation area. Further, the City of Pensacola/Pensacola International Airport, the owner of more than 50 percent of the land in the proposed annexation area, consents to the annexation.

#### **PRIOR ACTION:**

November 10, 2011 - City Council approved the annexation of nine (9) parcels in the Campus Heights area owned by the Pensacola International Airport.

December 1, 2011 - City Council adopted Ordinance No. 31-11 - Annexation of Airport Owned Property on second reading.

#### **FUNDING:**

N/A

#### **FINANCIAL IMPACT:**

The City would receive Property Tax and Stormwater Utility Fee revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

3/27/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Sherry Morris, Planning Services Administrator  
Daniel Flynn, Airport Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 10-17
- 2) Survey, City of Pensacola Proposed Campus Heights Annexation Phase I

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 10-17

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

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:

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, SAID POINT BEING THE POINT OF BEGINNING; THENCE N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT FOR 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N03°10'03"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE (RIGHT OF WAY VARIES) FOR A DISTANCE OF 1276.01 FEET; THENCE S87°18'36"E FOR A DISTANCE OF 299.34 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE S55°55'01"E FOR A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND IT'S EXTENSION THERE OF A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE S03°14'29"W ALONG SAID WEST LINE OF BLOCK 4 FOR 580.19 FEET; THENCE S86°52'41"E ALONG THE SOUTH LINE OF SAID BLOCK 4 FOR 135.15 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK; THENCE S02°51'38"W FOR A DISTANCE OF 39.96 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W); THENCE N86°55'02"W ALONG THE SOUTH LINE OF DOUGLAS DRIVE FOR 379.91 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE AND THE EAST RIGHT OF WAY OF SHERRILL AVENUE(50' R/W); THENCE S03°08'16"W ALONG THE SAID EAST RIGHT OF WAY FOR A DISTANCE OF 377.78 FEET; THENCE S79°56'14"W FOR 213.28 FEET; THENCE S04°24'27"W FOR 50.47 FEET; THENCE CONTINUE S04°24'27"W FOR A DISTANCE OF 296.20 FEET; THENCE N75°57'17"W FOR A DISTANCE OF 330.77 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE S19°35'37"W FOR A DISTANCE OF 283.18 FEET TO THE POINT OF BEGINNING.

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.

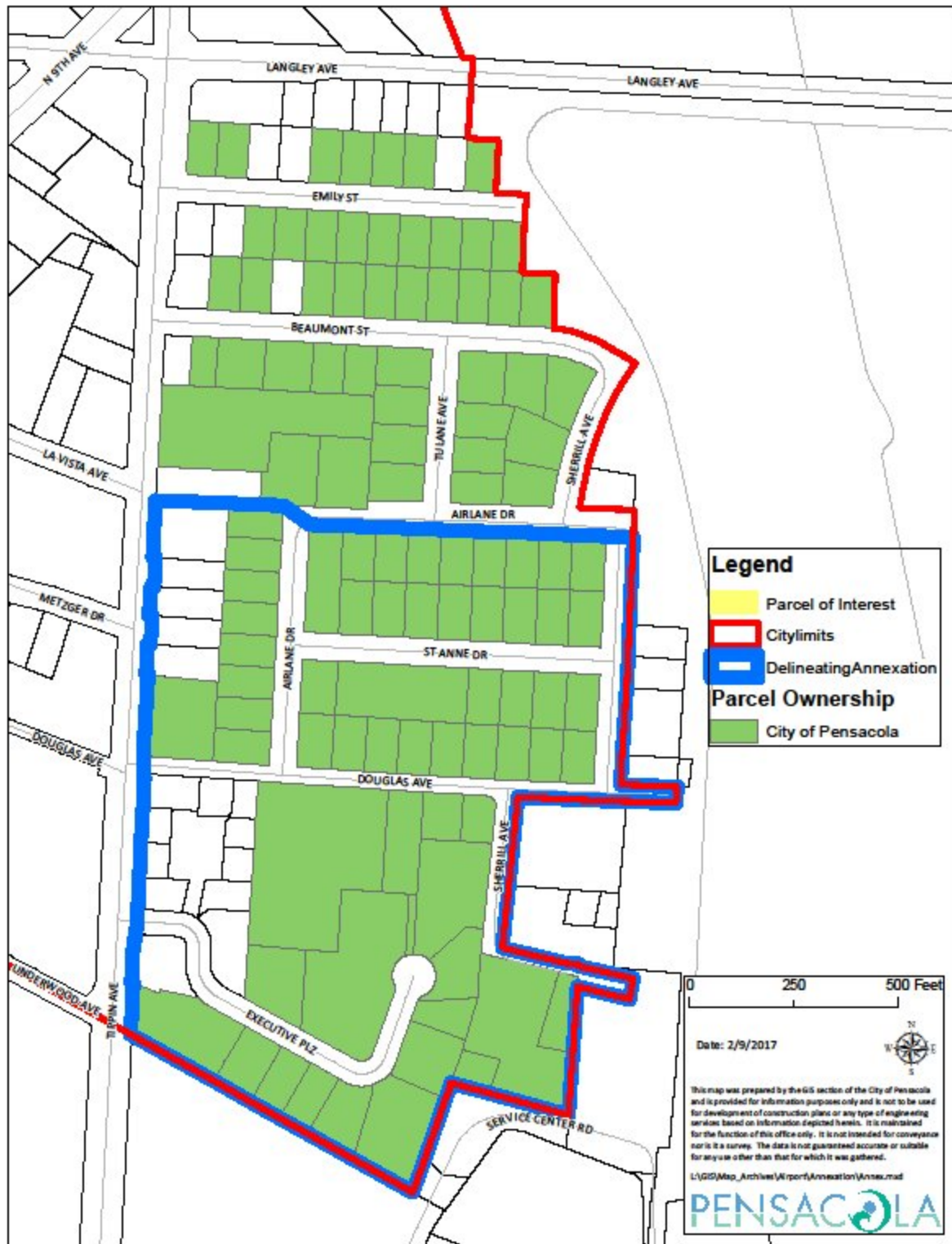
Passed: \_\_\_\_\_

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

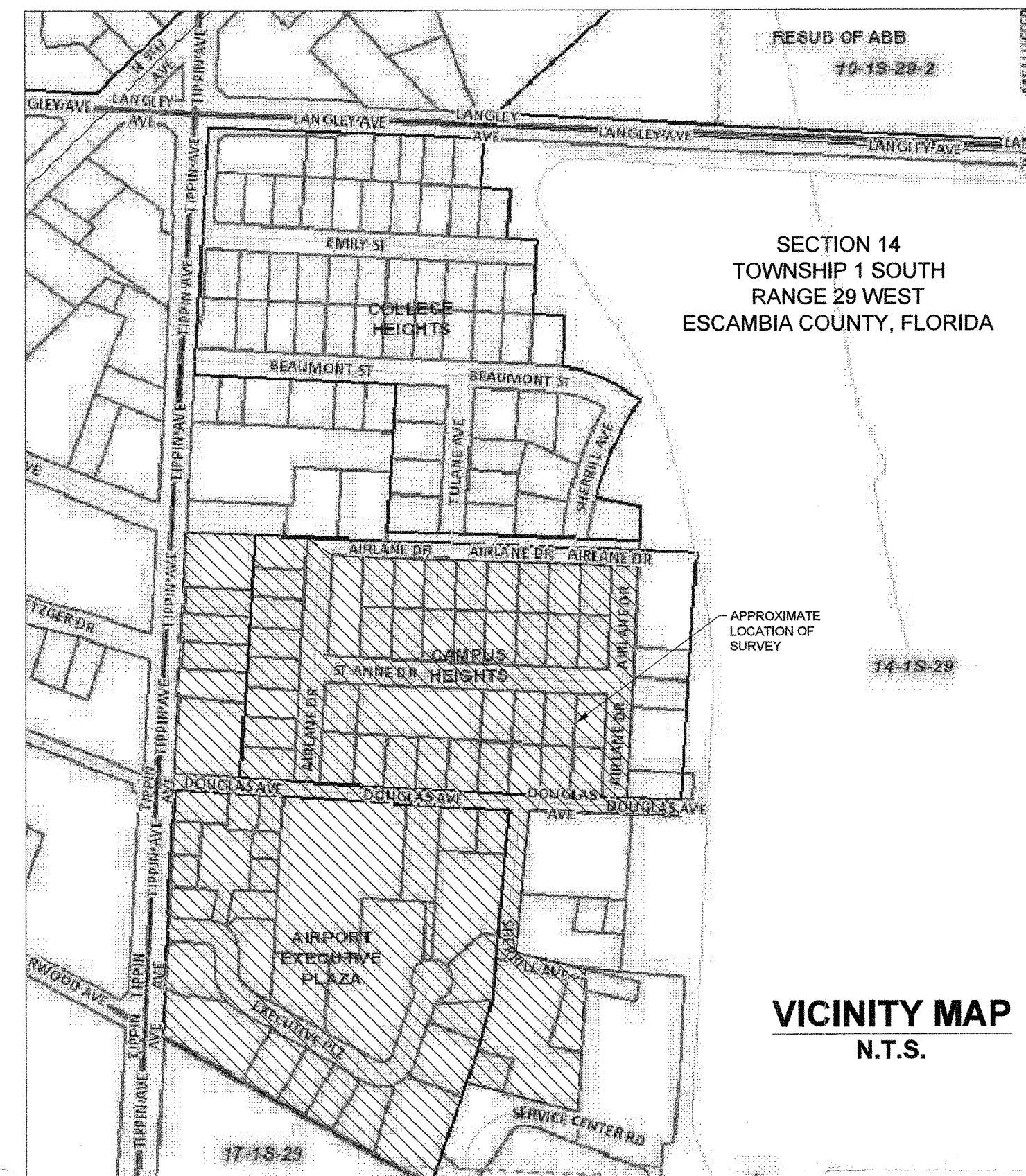
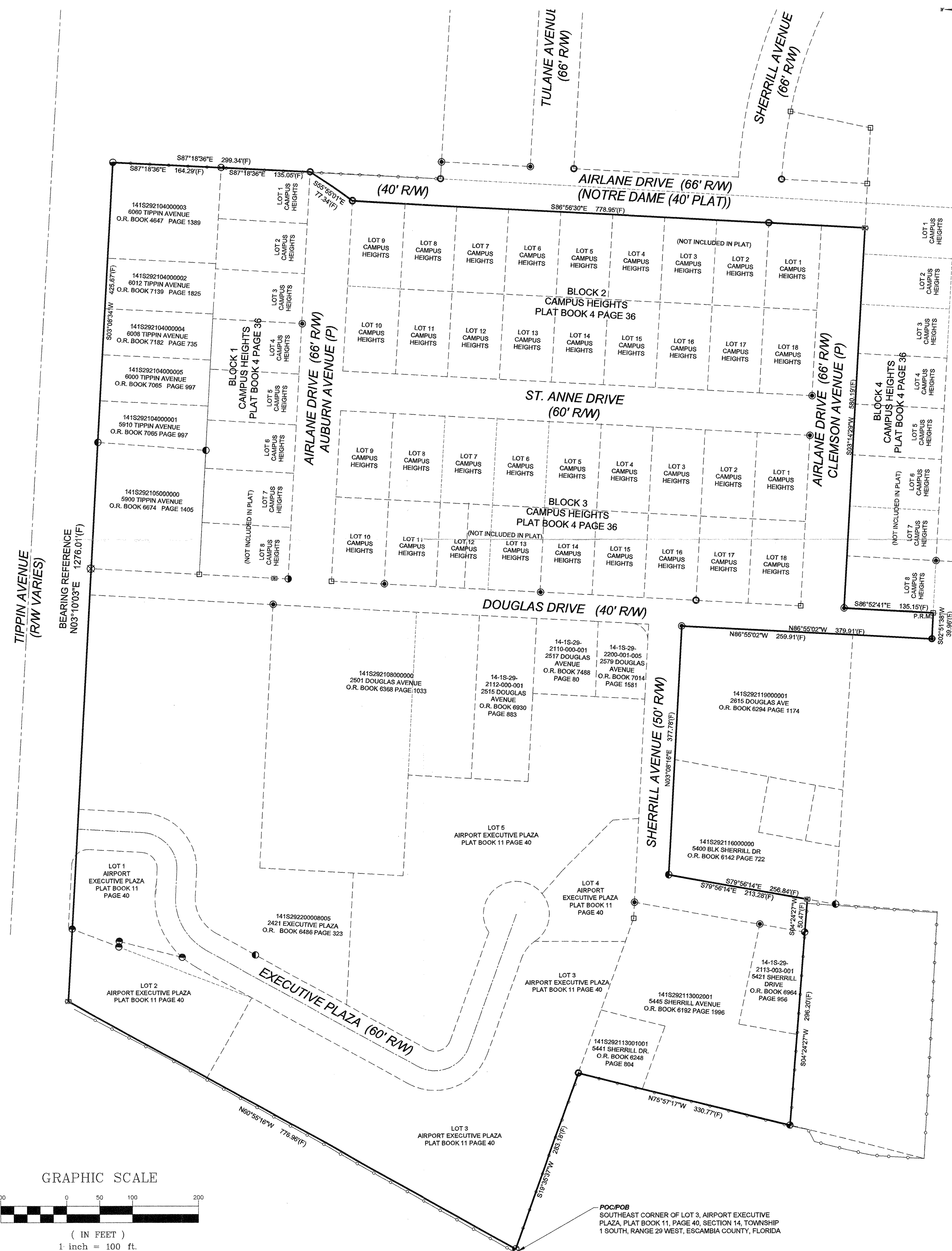
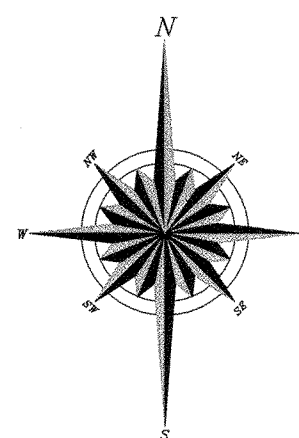
Attest:

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





# CITY OF PENSACOLA PROPOSED CAMPUS HEIGHTS ANNEXATION PHASE I



## NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON FEBRUARY 23, 2017.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
5. BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE AS NORTH 03°10'03" EAST.
6. FENCE LINES ARE EXAGGERATED FOR CLARITY.
7. ENCROACHMENTS ARE AS SHOWN.

## CORNER LEGEND

- ① FND 10" CUT INTO CONCRETE
- ② FND 4" X 4" CONCRETE MONUMENT
- ③ FND IRON PIPE (SIZE INDICATED)
- ④ FND 12" IRON ROD (SIZE INDICATED)
- ⑤ FND CAPPED IRON ROD (ILLEGIBLE)
- ⑥ FND CAPPED IRON ROD #475
- ⑦ FND CAPPED IRON ROD #612
- ⑧ FND CAPPED IRON ROD #679
- ⑨ FND CAPPED IRON ROD #682
- ⑩ FND CAPPED IRON ROD #681
- ⑪ FND CAPPED IRON ROD #7092
- ⑫ FND CAPPED IRON ROD #7174
- ⑬ SET 12" CAPPED IRON ROD #7612

## LEGEND

- (F) FIELD MEASUREMENT
- (P) PLAT MEASUREMENT
- (D) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- (R) RIGHT-OF-WAY
- FND FOUND MONUMENTATION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- O.R. OFFICIAL RECORDS

THE SURVEY SHOWN HEREON IS TRUE AND CORRECT AND IN COMPLIANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*Rob L. Working*  
ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

NOT VALID  
WITHOUT  
RAISED  
SEAL

3/10/17

TITLE SPECIFIC PURPOSE SURVEY

PROPOSED CAMPUS HEIGHTS ANNEXATION PHASE I

CAMPUS HEIGHTS & EXECUTIVE PLAZA

CITY OF PENSACOLA

PENSACOLA, FLORIDA 32504

DWG NO. 1 OF 2

DATE FEBRUARY 2017

360 Surveying Services, Inc.  
Professional Land Surveyors  
1801 Creighton Road-Pensacola, Florida 32504  
Office: (850) 857-4400







# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00175

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSORS:** Ashton J. Hayward, III, Mayor  
City Council President Brian Spencer

**SUBJECT:**

CREATION OF SECTION 8-1-28 OF THE CITY CODE - PROHIBITING SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

**RECOMMENDATION:**

That City Council adopt an ordinance creating Section 8-1-28 of the City Code - Prohibiting solicitation of donations upon public sidewalks and rights-of-way in the Downtown Visitors' District.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has received complaints from members of the public and downtown businesses about the presence of individuals soliciting donations either verbally or by the use of signage. The solicitation of donations obstructs the free flow of pedestrian traffic in the downtown area and it negatively affects residents, visitors and businesses.

The Downtown Improvement Board asked the City to consider a regulation which would protect the public from this nuisance activity, preserve the significant investment of the businesses and the City in the Downtown Improvement District and enhance the experience of the public in the downtown business area.

**PRIOR ACTION:**

Items postponed for April 13<sup>th</sup> meeting

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

2/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

Lysia H. Bowling, City Attorney

**ATTACHMENTS:**

- 1) Letter from John Peacock, DIB Chair, dated February 21, 2017 with Ordinance Boundary Map Attachment
- 2) Proposed Ordinance

**PRESENTATION:** No

February 21, 2017

Hon. Ashton J. Hayward III, Mayor  
Hon. Brian Spencer, City Council President, and  
Mr. Eric Olson, City Administrator  
222 W. Main Street  
Pensacola, FL 32502

RE: Proposed City Ordinance Addressing Soliciting, Begging & Panhandling in  
Downtown Pensacola

Dear Mayor Hayward, President Spencer and Mr. Olson:

This letter is a follow-up to my letter of October 21, 2016 to you and the City Council, as well as a follow-up to a recent meeting between the City's attorneys Ms. Bowling and Mr. Wells and the DIB's Executive Director, Curt Morse. The DIB fully supports the implementation of the above proposed ordinance.

Downtown Pensacola is an essential part of the overall Pensacola tourism experience. Recently we've seen an alarming and consistent increase in the amount of nuisance activity, i.e., soliciting, begging and panhandling, along the streets, in the parks, and along the sidewalks and storefronts in the Downtown Improvement District. This activity adversely impacts tourism, economic development, and diminishes the overall experience of those that visit the area.

As we work to expand the commercial and residential base of the Downtown core of the City, the DIB believes the implementation of this ordinance and eliminating the nuisance activity is vital to providing a safe, pleasant, family friendly environment for all those who own businesses, work, live, dine, shop and otherwise enjoy the Downtown Improvement District. We also see the need to better communicate the availability of outreach services to those in need. As a result, the DIB is formulating a Downtown Ambassador program that will not only serve to assist tourists and other visitors to Downtown with helpful information, it can also serve to connect local services to those in need. This program, along with other clean and safe initiatives, will support growth and help to promote the ongoing prosperity of Downtown.

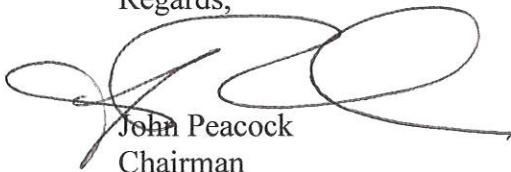
For your consideration, I am attaching a map of the Downtown Improvement District, which highlights in yellow boundaries which the DIB believes could be reasonably covered by the new ordinance.

We would ask the City to consider referring to the highlighted area as the "Downtown Visitors District" which would be described as follows:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public area adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

Again, recognizing the importance of the overall tourism experience and the economic development of Downtown Pensacola, the DIB Board asks that you implement a City ordinance that addresses nuisance activity such as soliciting, begging and panhandling in Downtown Pensacola at your earliest convenience. We at the DIB stand ready to assist in this effort in any way we can.

Regards,



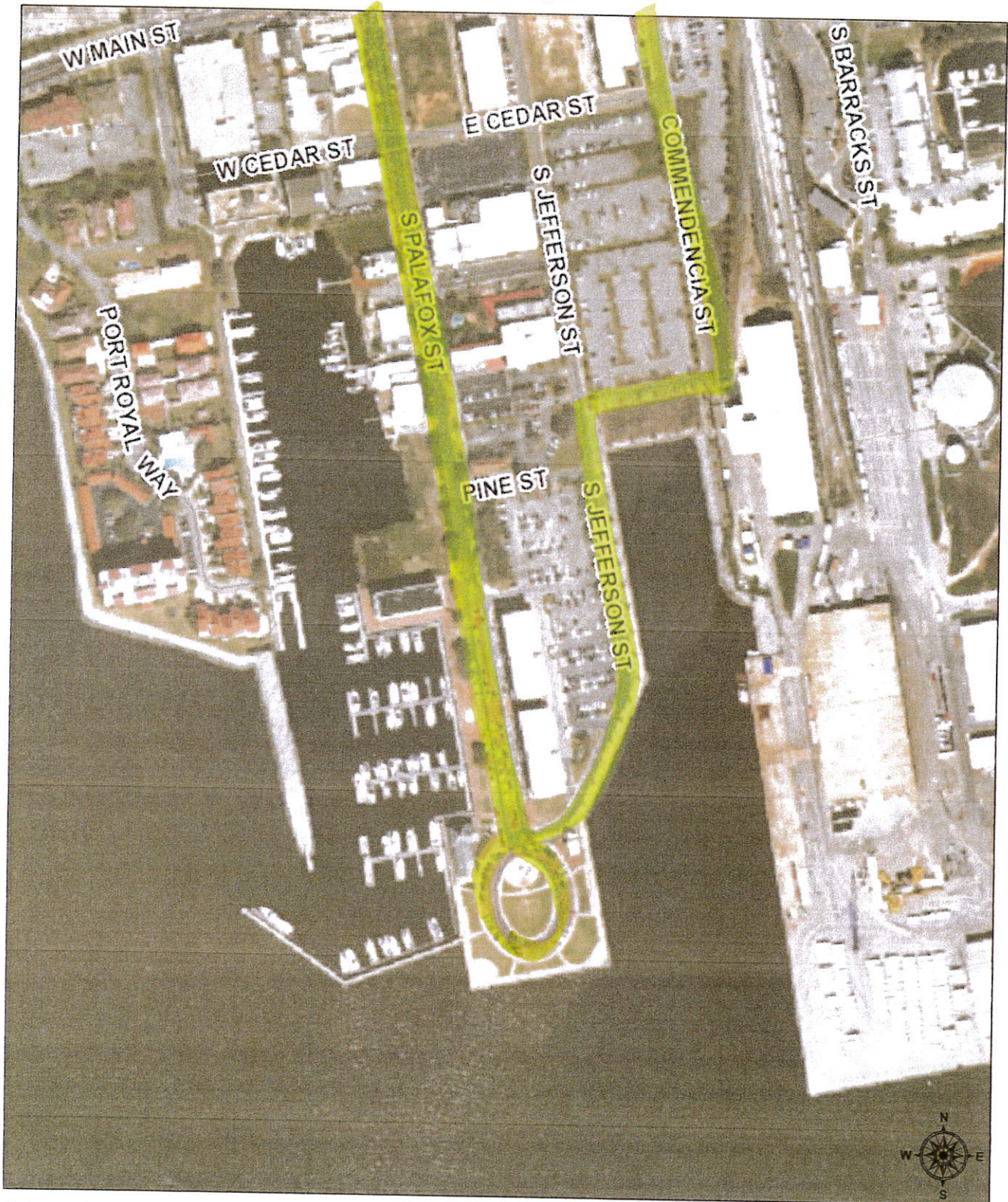
John Peacock  
Chairman  
Downtown Improvement Board of Directors

MJS/CWM

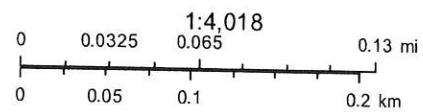








February 23, 2017



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

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

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

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-28 of the Code of the City of Pensacola, Florida, is hereby created to read:

**Sec. 8-1-28. Regulation of Conduct In The Downtown Visitors' District.**

- (1) Legislative Findings. The City Council of the City of Pensacola hereby makes the following legislative findings and declares them to be true and accurate:
- a. The City of Pensacola has substantial governmental interests in promoting and protecting tourism, encouraging the expansion of the City's economic base by attracting and maintaining new investments, creating an attractive infrastructure that encourages quality development and protecting the City's economy.
  - b. The Downtown Visitors' District (defined herein) is located within a geographical area of unique historic and business districts in the City of Pensacola which are nationally and internationally recognized as premier tourist designations.
  - c. Tourism is one of Florida's most important economic industries and the City of Pensacola is one of the preeminent tourist destinations in the Florida Panhandle.
  - d. Over the last 20 years, public and private investment in the Downtown Visitors' District has resulted in the redevelopment and revitalization of the core downtown business district comprised of a multitude of dining and entertainment venues that include restaurants, sidewalk cafes and nightclubs, theaters, museums, cultural centers, City parks and retail establishments where residents, visitors and tourists visit, shop, dine, and attend area events.
  - e. The City of Pensacola has a significant governmental interest in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity.
  - f. Panhandling activities impede public use of the sidewalks and public rights-of-way, and adversely impact tourism in the revitalized Downtown Visitor's District. As well,



these activities threaten the economic vitality as well as the existence of a pleasant, enjoyable, and safe environment in the Downtown Visitors' District.

- g. Panhandlers often disrupt the daily activities that occur at outdoor cafes, restaurants, nightclubs, entertainment venues and other downtown commercial establishments by disrupting business and physically approaching, harassing, or intimidating residents, visitors, and tourists in places where it is difficult or not possible to exercise the right to decline to listen to them or avoid their requests.
- h. Panhandlers also obstruct the sidewalks and rights-of-way located within the Downtown Visitors' District causing pedestrians to step into moving traffic or to come in contact with other pedestrians, thus endangering their safety and the safety of others.
- i. The City of Pensacola and owners of retail establishments as well as residents, visitors and tourist have complained about panhandlers soliciting donations on sidewalks and rights-of-way in the Downtown Visitors' District.
- j. The City of Pensacola recognizes and acknowledges that panhandling is entitled to First Amendment protection and its regulation must be content neutral and narrowly tailored to serve a significant government interest while leaving open alternative channels of communication.
- k. The City of Pensacola has a significant governmental interest in adopting this regulation is to engage in a reasonable, limited, time, place and manner regulation in a manner approved by the courts.
- l. The City of Pensacola finds that there are ample alternative public venues for such expressive activities outside of the Downtown Visitors' District.
- m. The City of Pensacola further finds that without the regulations being adopted in this section of the City Code, the investment in redeveloping the Downtown Visitors' District from a deteriorated partially vacant commercial area into its current vibrant and popular resident, visitor and tourist venue will be jeopardized.
- n. The City of Pensacola finds that this regulation is a content-neutral, narrowly tailored regulation intended to address and curb the problems unique to the subject area and do not unreasonably interfere with constitutionally protected rights.
- o. The regulations set forth in this ordinance are further the City's afore-stated interests and are not intended to prohibit the exercise of a person's protected constitutional rights under the First Amendment.
- p. The City of Pensacola finds that this ordinance furthers the significant governmental interest of the City of Pensacola in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity and will preserve

and enhance the various economic and tourism interests of the City and is in the best interest of the public.

(2) Definitions.

- a. *The Downtown Visitors' District* is hereby defined as the streets, adjacent sidewalks and pedestrian city rights-of-way within the following area:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public areas including sidewalks and rights of way adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia Street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

- b. *Solicitation of donations* means any request made in person on a street, sidewalk or public right-of-way within the Downtown Visitors' District, for an immediate donation of money or other thing of value, including the purchase of an item or service for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is a donation, whether such solicitation is accomplished verbally, passively or through any manner of signage.

(3) Prohibited Conduct. The following conduct is prohibited upon the sidewalks and public rights-of-way within the Downtown Visitors' District:

- a. Solicitation of donations.

(4) Penalties. This sec. 8-1-28 of the Code of the City of Pensacola, Florida, shall be enforced in the manner provided in sec. 7-4-14, pertaining to violations of sec. 7-4-13 of the Code.

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 severable.

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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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

**Ericka Burnett**

---

**From:** Lysia Bowling  
**Sent:** Wednesday, March 08, 2017 12:16 PM  
**To:** Ashton Hayward; City Council Only  
**Cc:** 'Michael Stebbins'  
**Subject:** LOCAL GOVERNMENTAL REGULATION OF FIRST AMENDMENT ACTIVITIES

Dear Mayor Ashton Hayward, Council President Brian Spencer and Members of City Council:

I am providing the following to assist City Council in its review and consideration of the proposed panhandling ordinance. The ordinance as proposed reflects the current state of the law however this is an area of law that is evolving.

The federal courts have interpreted the First Amendment to allow local governmental regulation of “freedom of speech” only under certain circumstances.

For many years, the courts have held that the act of soliciting donations on public sidewalks and in public parks is fully protected First Amendment activity.

In order for a city or county to regulate First Amendment activity on public sidewalks and rights-of-way, the following conditions must be present:

- The government must have a legitimate, substantial interest in regulating the activity. The courts have found that keeping sidewalks unobstructed so that all can use them, and enticing tourists to visit a particular area are legitimate, substantial interests.
- The regulation must be “content neutral,” meaning that the regulation cannot discriminate between speech that the government allows and speech that the government wants to ban, without a rational and reasonable basis for distinguishing between the two.
- Regulations of First Amendment activities which are not “content neutral” are subjected to a much higher standard of legal justification (“strict scrutiny,” in the parlance of the courts), and they rarely survive judicial scrutiny. In the last few years, the U.S. Supreme Court has rendered several decisions in the areas of sign regulation and sidewalk abortion counselling that have indicated that the Court’s view and definition of “content neutrality” is changing.
- The regulation must be reasonably limited in its time, place and manner of application, leaving open other venues for the First Amendment activity to take place.
- The regulation must be “narrowly tailored” to advance the government’s legitimate interest, or cure the problem that it is directed to. If there is a problem in an identified geographic area, the regulation on First Amendment activity must be limited to that area.

Thank you,

Lysia H. Bowling  
City Attorney  
222 W. Main Street  
Pensacola, Florida 32502

E-mail [lbowling@cityofpensacola.com](mailto:lbowling@cityofpensacola.com)  
(850) 435-1615



For Non-Emergency Citizen Requests, Dial 311 or visit [Pensacola311.com](http://Pensacola311.com)

Notice Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office; instead, contact our office by phone or in writing



March 6, 2017

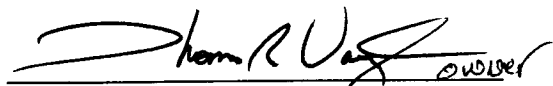
Mayor Ashton Hayward  
City Council of the  
City of Pensacola Florida


Dear Mayor and Council,

We the undersigned business owners, managers, and residents of Palafox Place do hereby request that new ordinances be adopted for Palafox Place regarding the following:

1. To eliminate panhandling on Palafox Place
2. To eliminate loitering for donations on Palafox Place.
3. To require sidewalk "performers" to obtain a city license that will enforce strict behavior as well as time and location limits.

Thank You,

  
Northwestern Mutual Financial Network  
108 Palafox Place

  
Belle Ame Bath and Body  
112 Palafox Place

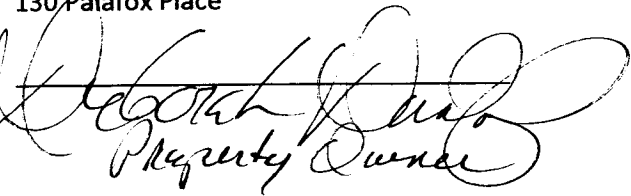
  
Marty Campbell Gallery  
114 Palafox Place

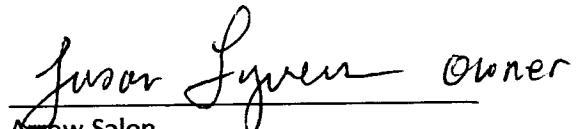
Deborah Dunlap, Resident  
114 ½ Palafox Place

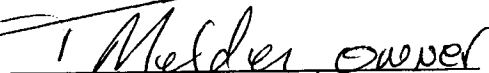
  
John Morelli, Resident  
116 ½ Palafox Place


  
Indigeaux Denim Boutique  
116 Palafox Place

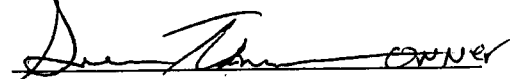
  
Dr. Rohit Amin, Resident  
130 Palafox Place

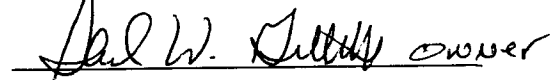
  
Property Owner

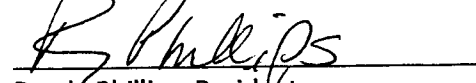
  
Arrow Salon  
120 Palafox Place


  
Gypsy Southern Boutique  
122 Palafox Place


  
Sparkle Children's Boutique  
124 Palafox Place

  
Adonna's Bakery  
126 Palafox Place

  
Urban Objects  
128 Palafox Place

  
Randy Phillips, Resident  
124 Palafox Place

  
Gracie Juijitsu  
106 Palafox Place

  
VINCE SACCO, Resident  
120 Palafox



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 09-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSORS:** Ashton J. Hayward, III, Mayor  
City Council President Brian Spencer

**SUBJECT:**

PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28 OF THE CITY CODE - PROHIBITING SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 09-17 on first reading.

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has received complaints from members of the public and downtown businesses about the presence of individuals soliciting donations either verbally or by the use of signage. The solicitation of donations obstructs the free flow of pedestrian traffic in the downtown area and it negatively affects residents, visitors and businesses.

The Downtown Improvement Board asked the City to consider a regulation which would protect the public from this nuisance activity, preserve the significant investment of the businesses and the City in the Downtown Improvement District and enhance the experience of the public in the downtown business area.

**PRIOR ACTION:**

N/A

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

2/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

Lysia H. Bowling, City Attorney

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 09-17
- 2) Letter from John Peacock, DIB Chairman
- 3) DIB Panhandling Ordinance Boundary Map

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 09-17

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

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-28 of the Code of the City of Pensacola, Florida, is hereby created to read:

Sec. 8-1-28. Regulation of Conduct In The Downtown Visitors' District.

- (1) Legislative Findings. The City Council of the City of Pensacola hereby makes the following legislative findings and declares them to be true and accurate:
- a. The City of Pensacola has substantial governmental interests in promoting and protecting tourism, encouraging the expansion of the City's economic base by attracting and maintaining new investments, creating an attractive infrastructure that encourages quality development and protecting the City's economy.
  - b. The Downtown Visitors' District (defined herein) is located within a geographical area of unique historic and business districts in the City of Pensacola which are nationally and internationally recognized as premier tourist designations.
  - c. Tourism is one of Florida's most important economic industries and the City of Pensacola is one of the preeminent tourist destinations in the Florida Panhandle.
  - d. Over the last 20 years, public and private investment in the Downtown Visitors' District has resulted in the redevelopment and revitalization of the core downtown business district comprised of a multitude of dining and entertainment venues that include restaurants, sidewalk cafes and nightclubs, theaters, museums, cultural centers, City parks and retail establishments where residents, visitors and tourists visit, shop, dine, and attend area events.
  - e. The City of Pensacola has a significant governmental interest in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity.
  - f. Panhandling activities impede public use of the sidewalks and public rights-of-way, and adversely impact tourism in the revitalized Downtown Visitor's District. As well,

these activities threaten the economic vitality as well as the existence of a pleasant, enjoyable, and safe environment in the Downtown Visitors' District.

- g. Panhandlers often disrupt the daily activities that occur at outdoor cafes, restaurants, nightclubs, entertainment venues and other downtown commercial establishments by disrupting business and physically approaching, harassing, or intimidating residents, visitors, and tourists in places where it is difficult or not possible to exercise the right to decline to listen to them or avoid their requests.
- h. Panhandlers also obstruct the sidewalks and rights-of-way located within the Downtown Visitors' District causing pedestrians to step into moving traffic or to come in contact with other pedestrians, thus endangering their safety and the safety of others.
- i. The City of Pensacola and owners of retail establishments as well as residents, visitors and tourist have complained about panhandlers soliciting donations on sidewalks and rights-of-way in the Downtown Visitors' District.
- j. The City of Pensacola recognizes and acknowledges that panhandling is entitled to First Amendment protection and its regulation must be content neutral and narrowly tailored to serve a significant government interest while leaving open alternative channels of communication.
- k. The City of Pensacola has a significant governmental interest in adopting this regulation is to engage in a reasonable, limited, time, place and manner regulation in a manner approved by the courts.
- l. The City of Pensacola finds that there are ample alternative public venues for such expressive activities outside of the Downtown Visitors' District.
- m. The City of Pensacola further finds that without the regulations being adopted in this section of the City Code, the investment in redeveloping the Downtown Visitors' District from a deteriorated partially vacant commercial area into its current vibrant and popular resident, visitor and tourist venue will be jeopardized.
- n. The City of Pensacola finds that this regulation is a content-neutral, narrowly tailored regulation intended to address and curb the problems unique to the subject area and do not unreasonably interfere with constitutionally protected rights.
- o. The regulations set forth in this ordinance are further the City's afore-stated interests and are not intended to prohibit the exercise of a person's protected constitutional rights under the First Amendment.
- p. The City of Pensacola finds that this ordinance furthers the significant governmental interest of the City of Pensacola in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity and will preserve

and enhance the various economic and tourism interests of the City and is in the best interest of the public.

(2) Definitions.

- a. The Downtown Visitors' District is hereby defined as the streets, adjacent sidewalks and pedestrian city rights-of-way within the following area:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public areas including sidewalks and rights of way adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia Street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

- b. Solicitation of donations means any request made in person on a street, sidewalk or public right-of-way within the Downtown Visitors' District, for an immediate donation of money or other thing of value, including the purchase of an item or service for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is a donation, whether such solicitation is accomplished verbally, passively or through any manner of signage. Solicitation of donations made in connection with fundraising events held by or on behalf of charitable organizations for which a special event permit has been obtained shall not be unlawful under this provision.

(3) Prohibited Conduct. The following conduct is prohibited upon the sidewalks and public rights-of-way within the Downtown Visitors' District:

- a. Solicitation of donations.

(4) Penalties. This sec. 8-1-28 of the Code of the City of Pensacola, Florida, shall be enforced in the following manner:

- a. A law enforcement officer may issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a violation of section 8-1-28.
- b. A citation issued by a law enforcement officer shall be in a form prescribed by the mayor and shall contain:

1. The date and time of issuance.
  2. The name and address of the person to whom the citation is issued.
  3. The date and time the violation of section 8-1-28 was committed.
  4. The facts constituting reasonable cause.
  5. The name and badge number of the law enforcement officer.
  6. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
  7. The applicable civil penalty if the person elects to contest the citation.
  8. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, such person shall be deemed to have waived the right to contest the citation and that, in such case, judgment may be entered for an amount up to the maximum civil penalty.
- c. The following civil penalty citation schedules will apply if the person cited elects not to contest a citation and the civil penalties which will apply if such person elects to contest a citation:
1. For those persons not contesting a citation:
    - (a) First citation, fifty dollars (\$50.00).
    - (b) Second citation, one hundred dollars (\$100.00).
    - (c) Third citation, two hundred dollars (\$200.00).
    - (d) Fourth and all additional citations, four hundred dollars (\$400.00).
  2. For those persons contesting a citation, the county court may impose a fine within the court's discretion up to a maximum of five hundred dollars (\$500.00).
- d. After issuing a citation to an alleged violator, a law enforcement officer shall deposit the original citation and one copy of the citation with the county court.
- e. An officer issuing a citation under this section may elect to contact community outreach services, such as United Way's "2-1-1" service, in order to determine whether a referral can be made or services offered to assist the individual cited. In the event the officer is unable to contact community outreach services at the time of the officer's contact with the person accused of violating this article, the officer may supply the person with information sufficient for the person to make such contact at a later time.

~~(4) Penalties. This sec. 8-1-28 of the Code of the City of Pensacola, Florida, shall be enforced in the manner provided in sec. 7-4-14, pertaining to violations of sec. 7-4-13 of the Code.~~

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 severable.



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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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

February 21, 2017

Hon. Ashton J. Hayward III, Mayor  
Hon. Brian Spencer, City Council President, and  
Mr. Eric Olson, City Administrator  
222 W. Main Street  
Pensacola, FL 32502

RE: Proposed City Ordinance Addressing Soliciting, Begging & Panhandling in  
Downtown Pensacola

Dear Mayor Hayward, President Spencer and Mr. Olson:

This letter is a follow-up to my letter of October 21, 2016 to you and the City Council, as well as a follow-up to a recent meeting between the City's attorneys Ms. Bowling and Mr. Wells and the DIB's Executive Director, Curt Morse. The DIB fully supports the implementation of the above proposed ordinance.

Downtown Pensacola is an essential part of the overall Pensacola tourism experience. Recently we've seen an alarming and consistent increase in the amount of nuisance activity, i.e., soliciting, begging and panhandling, along the streets, in the parks, and along the sidewalks and storefronts in the Downtown Improvement District. This activity adversely impacts tourism, economic development, and diminishes the overall experience of those that visit the area.

As we work to expand the commercial and residential base of the Downtown core of the City, the DIB believes the implementation of this ordinance and eliminating the nuisance activity is vital to providing a safe, pleasant, family friendly environment for all those who own businesses, work, live, dine, shop and otherwise enjoy the Downtown Improvement District. We also see the need to better communicate the availability of outreach services to those in need. As a result, the DIB is formulating a Downtown Ambassador program that will not only serve to assist tourists and other visitors to Downtown with helpful information, it can also serve to connect local services to those in need. This program, along with other clean and safe initiatives, will support growth and help to promote the ongoing prosperity of Downtown.

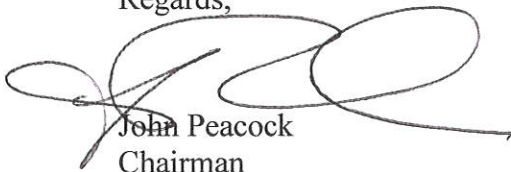
For your consideration, I am attaching a map of the Downtown Improvement District, which highlights in yellow boundaries which the DIB believes could be reasonably covered by the new ordinance.

We would ask the City to consider referring to the highlighted area as the "Downtown Visitors District" which would be described as follows:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public area adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

Again, recognizing the importance of the overall tourism experience and the economic development of Downtown Pensacola, the DIB Board asks that you implement a City ordinance that addresses nuisance activity such as soliciting, begging and panhandling in Downtown Pensacola at your earliest convenience. We at the DIB stand ready to assist in this effort in any way we can.

Regards,



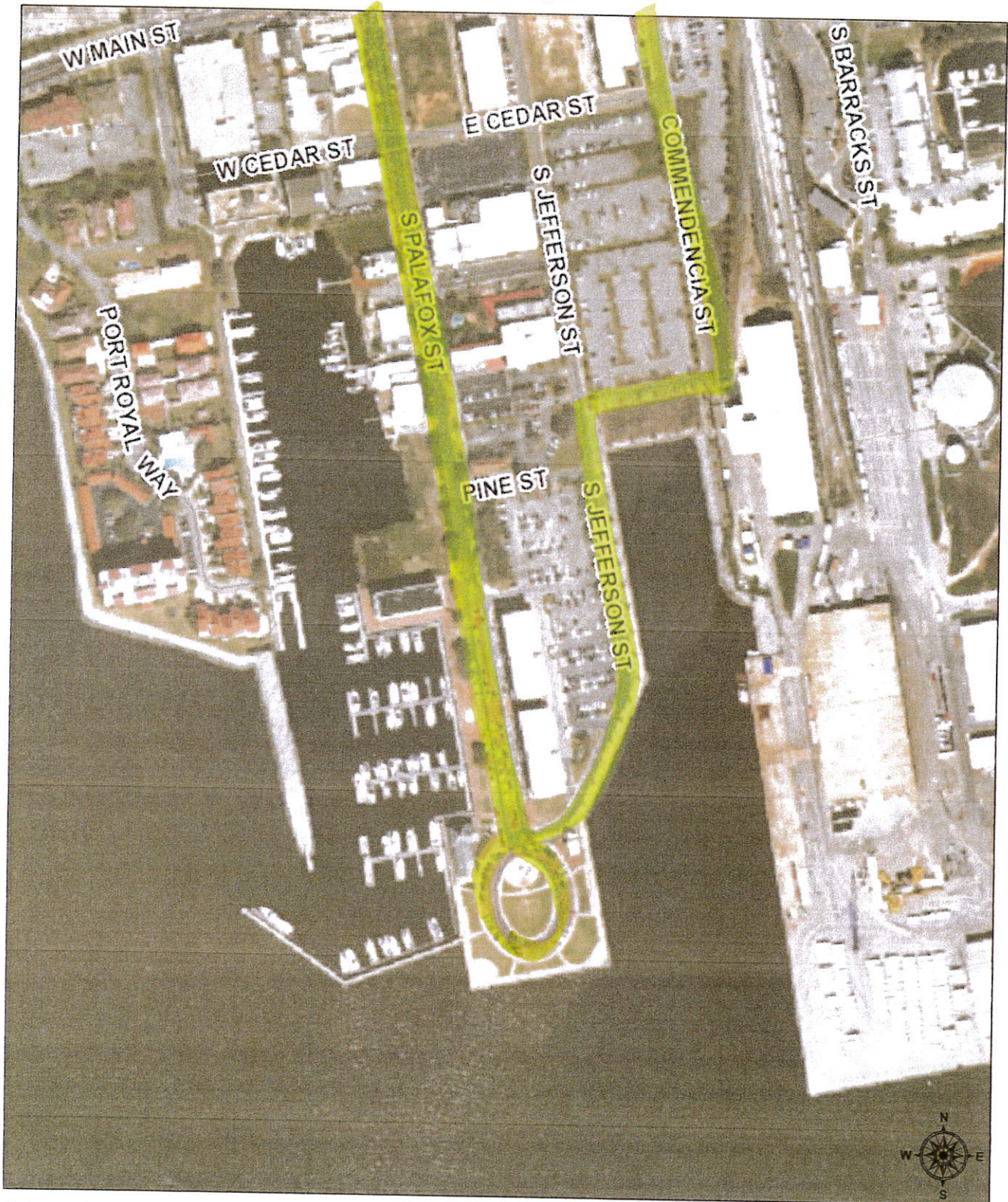
John Peacock  
Chairman  
Downtown Improvement Board of Directors

MJS/CWM

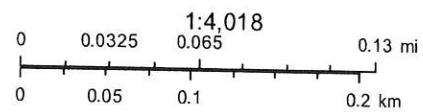








February 23, 2017



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 17-00227

City Council

4/13/2017

### LEGISLATIVE ACTION ITEM

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PENSACOLA ENERGY - AWARD OF BID #17-012, NATURAL GAS PIPELINE CONSTRUCTION WEST PENSACOLA LOW PRESSURE AREA UPGRADES

**RECOMMENDATION:**

That City Council award Bid #17-012 Natural Gas Pipeline Construction to R.A.W. Construction, LLC., the lowest and most responsible bidder in the amount of \$2,477,265 for seven (7) natural gas infrastructure replacement projects, \$581,835 for the miscellaneous work option as outlined in the bid specifications plus a 10% contingency of \$305,910 for a total amount of \$3,365,010 for a period of one year. Further, that City Council approve the supplemental budget resolution appropriating the additional amount needed from the Florida Gas System Revenue Note, Series 2016. Finally, that City 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 January 30, 2017 for a contract to replace aging natural gas pipelines (infrastructure replacement). Two (2) vendors responded to the City's invitation to bid. Pricing for seven (7) projects was included in the bid packages to be awarded over the one year period. The second bidder, Big Sky Underground's bid was declared non-responsive for failure to have proper licensing in place at the time of the bid opening, as required by the bid documents. Therefore, R.A.W. Construction, LLC was the lowest and most responsible bidder.

The contract also provides for miscellaneous outside work in addition to the specified work orders. 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.

Project #1-Greenwood Park	Replace 14,550 LF	\$378,065
Project #2-North Blackshear	Replace 15,800 LF	\$362,155
Project #3-Lakeview Phase I	Replace 20,200 LF	\$451,720
Project #4-Lakeview Phase II	Replace 11,200 LF	\$224,348

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Project #5-South Blackshear	Replace 15,400 LF	\$326,040
Project #6-Lakeview Phase III	Replace 9,850 LF	\$263,587
Project #7-Bayview Park Area	Replace 16,000 LF	\$471,350
Total Award		\$ 2,477,265

**PRIOR ACTION:**

On November 29, 2016, City Council approved a resolution authorizing \$7,302,400 in financing for the acquisition and construction of certain capital improvements to the natural gas system including cast iron replacement in the west and central portions of the city, bare steel main replacement in various system locations, and the construction of main in new subdivisions. This A.O.B. is for cast iron main replacement in the East Hill area at a cost of \$3,365,900.

**FUNDING:**

Budget: \$3,365,900

Actual: \$2,477,265 Construction Contract  
581,835 Miscellaneous Work Option  
305,910 10% Contingency

Total: \$3,365,010

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the funding in the Gas Utility Fund from the Florida Gas System Revenue Note, Series 2016.

**CITY ATTORNEY REVIEW:** Yes

3/27/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Don J. Suarez, Pensacola Energy Director

**ATTACHMENTS:**

- 1) Bid Tabulation - Bid No. 17-012
- 2) Final Vendor Reference List - Bid No. 17-012
- 3) Supplemental Budget Resolution
- 4) Supplemental Budget Explanation



**PRESENTATION:** No

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TABULATION OF BIDS

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BID NO: 17-012

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

OPENING DATE: January 30, 2017 OPENING TIME: 2:30 P.M.	BIG SKY UNDERGROUND, LLC	R. A. W. CONSTRUCTION, LLC
DEPARTMENT: Pensacola Energy	Pensacola, FL	Tallahassee, FL
Project 1-Greenwood Park	\$296,930.00	\$378,065.00
Project 2-North Blackshear	\$315,420.00	\$362,155.00
Project 3-Lakeview Phase I	\$400,235.00	\$451,720.00
Project 4-Lakeview Phase II	\$215,910.00	\$224,347.50
Project 5-South Blackshear	\$292,470.00	\$326,040.00
Project 6-Lakeview Phase III	\$219,155.00	\$263,587.50
Project 7-Bayview Park Area	\$385,675.00	\$471,350.00
<b>Total Bid</b>	Non-Responsive	\$2,477,265.00
M/WBE Goal: 3% M/WBE Participation	4.6%	3.2%
Attended Prebid	Yes	Yes

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**TABULATION OF BIDS**

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BID NO: 17-012

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

OPENING DATE: January 30, 2017 OPENING TIME: 2:30 P.M.	BIG SKY UNDERGROUND, LLC	R. A. W. CONSTRUCTION, LLC
DEPARTMENT: Pensacola Energy	Pensacola, FL	Tallahassee, FL

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

Vendor	Name	Address	City	St	Zip Code	M/WBE
44957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
070400	BIG SKY UNDERGROUND LLC	2172 W NINE MILE ROAD	PENSACOLA	FL	32534	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
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	N
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	N
070401	CHAMPION CLEANING SPECIALISTS INC	8391 BLUE ASH RD	CINCINNATI	OH	45236	N
027092	CHAMPION CONTRACTORS INC	505 NORTH FERDON BLVD	CRESTVIEW	FL	32536	N
042045	CHAVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
032038	EVANS CONTRACTING INC	289 NOWAK RD	CANTONMENT	FL	32533	N
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	N
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	N
049240	J MILLER CONSTRUCTION INC	201 SOUTH "F" STREET	PENSACOLA	FL	32501	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
055564	L & L BACKFLOW INC DBA L & L UTILITIES INC	115 MCLAUGHLIN ROAD	MILTON	FL	32570	N
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	N
058801	M & H CONSTRUCTION SERVICES INC	4782 MALLARD CREEK ROAD	PENSACOLA	FL	32526	N
060514	MASTEC NORTH AMERICA INC	209 ART BRYAN DRIVE	ASHEBORO	NC	27203	N
058839	MILLER PIPELINE LLC	1853 RELIABLE PARKWAY	CHICAGO	IL	60686	N
022368	MOTES, MIKE DBA MIKE MOTES CONSTRUCTION INC	4164 HUCKLEBERRY FINN ROAD	MILTON	FL	32583	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N
064219	P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	1560 KYLE DRIVE	PENSACOLA	FL	32505	N
002720	PANHANDLE GRADING & PAVING INC	2665 SOLO DOS FAMILIAF	PENSACOLA	FL	32534	N
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
049117	R A W CONSTRUCTION LLC	710 LEWIS BLVD SOUTH	TALLAHASSEE	FL	32305	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
062120	R ROESE CONTRACTING CO INC	2674 SOUTH HURON ROAD	KAWKAWLIN	MI	48631	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
021834	RANDALL CHAVERS SEPTIC TANK INC DBA R & L PRODUCTS	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
070483	REV CONSTRUCTION	2201 11TH STREET	TUSCALOOSA	AL	35401	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N

Opening Date: 01/30/17

Bid No.: 17-012

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

Vendor	Name	Address	City	St	Zip Code	M/WBE
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	N
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501	N
054319	SMITH INDUSTRIAL SERVICE INC	2001 WEST I-65 SVC RD N	MOBILE	AL	36618	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
062121	T B LANDMARK CONSTRUCTION INC	11220 NEW BERLIN ROAD	JACKSONVILLE	FL	32226	N
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE INC	213 EAST YONGE STREET	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
022290	VICTOR A WALKER DBA V A WALKER GENERAL CONTRACTOR	10235 LILLIAN HIGHWAY	PENSACOLA	FL	32506	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
004751	W R JOHNSON INC	PO BOX 2250	PENSACOLA	FL	32513	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N

Vendors: 62

**RESOLUTION**  
**NO.   -**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; 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. GAS UTILITY FUND**

To:	Fund Balance	3,365,900
As Reads	Personal Services	8,949,500
To:		
Reads	Personal Services	9,116,900
As Reads	Operating Expenses	38,390,952
To:		
Reads	Operating Expenses	41,589,452

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**  
**APRIL 2017 - PENSACOLA ENERGY BOND EXPLANATION**

FUND	AMOUNT	DESCRIPTION
<b>GAS UTILITY FUND</b>		
Fund Balance	<u>3,365,900</u>	Increase appropriated fund balance
Appropriations		
Personal Services	167,400	Increase appropriation for Personal Services
Operating Expenses	<u>3,198,500</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>3,365,900</u>	





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-20

City Council

4/13/2017

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-20 - PENSACOLA ENERGY - AWARD OF BID #17-012, NATURAL GAS PIPELINE CONSTRUCTION WEST PENSACOLA LOW PRESSURE AREA UPGRADES

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 17-20

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Sealed bids were received January 30, 2017 for a contract to replace aging natural gas pipelines (infrastructure replacement). Two (2) vendors responded to the City's invitation to bid. Pricing for seven (7) projects was included in the bid packages to be awarded over the one year period. The second bidder, Big Sky Underground's bid was declared non-responsive for failure to have proper licensing in place at the time of the bid opening, as required by the bid documents. Therefore, R.A.W. Construction, LLC was the lowest and most responsible bidder.

The contract also provides for miscellaneous outside work in addition to the specified work orders. 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.

Project #1-Greenwood Park	Replace 14,550 LF	\$378,065
Project #2-North Blackshear	Replace 15,800 LF	\$362,155
Project #3-Lakeview Phase I	Replace 20,200 LF	\$451,720
Project #4-Lakeview Phase II	Replace 11,200 LF	\$224,348
Project #5-South Blackshear	Replace 15,400 LF	\$326,040
Project #6-Lakeview Phase III	Replace 9,850 LF	\$263,587

Project #7-Bayveiw Park Area	Replace 16,000 LF	\$471,350
------------------------------	-------------------	-----------

Total Award	\$ 2,477,265
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**PRIOR ACTION:**

November 29, 2016 - City Council approved a resolution authorizing \$7,302,400 in financing for the acquisition and construction of certain capital improvements to the natural gas system including cast iron replacement in the west and central portions of the city, bare steel main replacement in various system locations, and the construction of main in new subdivisions. This A.O.B. is for cast iron main replacement in the East Hill area at a cost of \$3,365,900.

**FUNDING:**

Budget: \$3,365,900

Actual: \$2,477,265 Construction Contract  
581,835 Miscellaneous Work Option  
305,910 10% Contingency

Total: \$3,365,010

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate funding for the project and is available in the Gas Utility Fund from the Florida Gas System Revenue Note, Series 2016.

**CITY ATTORNEY REVIEW:** Yes

3/27/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Don J. Suarez, Pensacola Energy Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No 17-20
- 2) Supplemental Budget Explanation

**PRESENTATION:** No

**RESOLUTION  
NO.   -**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; 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. GAS UTILITY FUND**

To:	Fund Balance	3,365,900
As Reads	Personal Services	8,949,500
To:		
Reads	Personal Services	9,116,900
As Reads	Operating Expenses	38,390,952
To:		
Reads	Operating Expenses	41,589,452

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**  
**APRIL 2017 - PENSACOLA ENERGY BOND EXPLANATION**

FUND	AMOUNT	DESCRIPTION
<b>GAS UTILITY FUND</b>		
Fund Balance	<u>3,365,900</u>	Increase appropriated fund balance
Appropriations		
Personal Services	167,400	Increase appropriation for Personal Services
Operating Expenses	<u>3,198,500</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>3,365,900</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 12-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Brian Spencer

**SUBJECT:**

PROPOSED ORDINANCE NO. 12-17 - AMENDING SECTION 6-2-3 OF THE CITY CODE--PARKS AND RECREATION BOARD - DUTIES

**RECOMMENDATION:**

That City Council approve Proposed Ordinance 12-17 on first reading.

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD - DUTIES; TO PROVIDE FOR THE INCLUSION WITHIN THE DUTIES LANGUAGE STATING, "AND RECREATIONAL ACTIVITIES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Chapter 6-2 of the City Code covers the Parks and Recreation Board. Section 6-2-3 - Duties, covers the duties of the Parks and Recreation Board. Currently the duties read as follows:

The parks and recreation board shall advise and make recommendations to the City Council, and shall advise the Mayor's Office via the director of neighborhood services on matters concerning the establishment, maintenance and operation of parks within the city. The Board shall provide input on master plan updates and improvements, and policy development for use of recreational facilities.

The Parks and Recreation Board is requesting Council consideration by adding "and recreational activities" to the list of duties so that it would read:

The parks and recreation board shall advise and make recommendations to the City Council, and shall advise the Mayor's Office via the director of neighborhood services on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. The Board shall provide input on master plan updates and improvements, and policy development for use of recreational facilities.

Currently, the Board is somewhat restricted by the list of duties in providing input into recreational activities; since recreation is a portion of the Board title, it seems appropriate to permit their ability to make recommendations on recreational activities.

**PRIOR ACTION:**

February 11, 2010, City Council adopted Ordinance No. 6-10  
August 22, 2013, City Council adopted Ordinance No. 21-13

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 12-17
- 2) March 16, 2017 Parks and Recreation Board Minutes

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 12-17

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD - DUTIES; TO PROVIDE FOR THE INCLUSION WITHIN THE DUTIES LANGUAGE STATING, "AND RECREATIONAL ACTIVITIES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 6-2-3 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 6-2-1. - Establishment; composition; compensation; terms of office; vacancies and removal.

There is hereby established a parks and recreation board of the city. This board shall consist of nine (9) persons serving without pay who shall be appointed by the council. The term of office shall be for three (3) years or until their successors are appointed and qualified. Vacancies in the board occurring otherwise than by expiration of term shall be filled by the council for the unexpired term.

It is the expressed intent of this city to recognize the importance of balance in the appointment of minority and nonminority persons to membership on the parks and recreation board and to promote that balance through the provisions of this section.

For purposes of this Code Section, "minority person" means:

- (a) An African American; that is, a person having origins in any of the racial groups of the African Diaspora.
- (b) A Hispanic American; that is, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
- (c) An Asian American; that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.



- (d) A Native American; that is, a person who has origins in any of the Indian Tribes of North America prior to 1835.
- (e) An American woman.

In addition, the city recognizes the importance of including persons with physical disabilities on this board. Furthermore, it is recognized that the parks and recreation board plays a vital role in shaping public policy for the city, and the selection of the best-qualified candidates is the paramount obligation.

In appointing members to the parks and recreation board, the council should select, from among the best-qualified persons, those persons whose appointment would ensure that the membership of the board accurately reflects the proportion that minority persons represent in the population of the city as a whole, unless the law regulating such appointment requires otherwise, or minority persons cannot be recruited. If the size of the board precludes an accurate representation of minority persons, appointments should be made which conform to the requirements of this section insofar as possible.

Each board member serves at the pleasure of city council and may be removed at any time with reasonable cause or by recommendation by the parks and recreation board. Any board member missing three (3) consecutive board meetings or five (5) board meetings over the course of a calendar year shall forfeit their membership on the board. Absences may be excused by the chair.

Sec. 6-2-2. - Election of officers; adoption of rules and regulations.

Immediately after the appointment of the parks and recreation board, it shall meet and organize by electing one (1) of the members chairman and other officers as may be necessary. The board shall have the power to adopt bylaws, rules and regulations for the proper conduct of public recreation for the city.

Sec. 6-2-3. - Duties.

The parks and recreation board shall advise and make recommendations to the city council, and shall advise the mayor's office via the director of neighborhood services on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities.

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

5. **NEW BUSINESS.** Director Cooper mentioned that all of the boards of the City have a focus and a charge. The Bicycle Advisory and downtown bike racks are outside the scope of this board. Currently the duties as defined by the City Code read “The parks and recreation board shall advise and make recommendations to the city council, and shall advise the mayor’s office via the director of neighborhood services [Parks and Recreation] on matters concerning the establishment, maintenance and operation of parks within the city. . . .” This greatly limits the scope of the board to strictly parks, and does not allow for us to make recommendations on recreational activities.

Board member Hicks recommended that we could increase our scope with just a minor wording adjustment as follows: “The parks and recreation board shall advise and make recommendations to the city council, and shall advise the mayor’s office via the director of neighborhood services [Parks and Recreation] on matters concerning the establishment, maintenance and operation of parks **and recreational activities** within the city. . . .”

After discussion board member Forte made a motion that we make the changes recommended by board member Hicks. Board member Voeltz seconded the motion and mentioned that this will better reflect the name of the board. We would like to have this brought to the April City Council meeting. The motion passed unanimously.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 13-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Brian Spencer

**SUBJECT:**

PROPOSED ORDINANCE NO. 13-17 - AMENDING SECTION 8-3 OF THE CITY CODE - CREATING SECTION 8-3-4 NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL

**RECOMMENDATION:**

That City Council approve Proposed Ordinance 13-17 on first Reading.

AN ORDINANCE AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFFENSES UPON WATERS; CREATING SECTION 8-3-4 TO PROVIDE FOR A NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola received a request from Marina Management Corp. at Palafox Pier and Yacht Harbour that a "No Wake Zone" be established along designated areas of Pensacola Bay due to the heavy usage by craft of various sizes. Creation of a "No Wake Zone" in these designated areas would provide for increased public safety as well as a reduction in damage to piers, other improvements and the shoreline itself.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 13-17
- 2) Proposed NoWake Zone

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 13-17

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFFENSES UPON WATERS; CREATING SECTION 8-3-4 TO PROVIDE FOR A NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL; PROVIDING FOR SEVERABILITY; REPEALING \_\_\_\_\_ CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-3-4 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 8-3-4. – No-wake zone – Portion of waters located in Pensacola Bay.

That portion of the waters north of the Harbor Channel adjacent to the red buoy marker known as "PMT2" located in Pensacola Bay to the entrance of Palafox Pier basin and from the west end of the Port of Pensacola to the west end of the Harbor Channel; including Seville Harbor, Commendencia Slip, Palafox Marina / Baylen Slip, Spring Street Slip and Bruce Beach Cove are hereby designated as a no wake zone and shall be posted in accordance with applicable regulations of the State of Florida Department of Natural Resources relating to uniform waterway markers.

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



0 0.1 0.2 Miles

Date: 4/4/2017



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map\_Archives\City\_Administrator\NoWake\NoWake.mxd

**PENSACOLA**

**Bruce Beach Cove**

**Spring St Slip**

**Baylen Slips Marina**

**Yacht Harbour Marina & Palafox Pier**

**Commendencia Slip**

**Seville Harbour**



**Proposed No Wake Zone**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00228

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor  
Council Member Jewel Cannada-Wynn

**SUBJECT:**

RETURN CONVEYANCE OF MORRIS COURT PARK TO THE AREA HOUSING COMMISSION

**RECOMMENDATION:**

That City Council authorize the Mayor to execute all documents necessary to return the property located at North "J" and West Lloyd Streets, known as Morris Court Park, to the Area Housing Commission for use as planned affordable housing.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On June 27, 1990, the Area Housing Commission (AHC) granted conveyance of the referenced property to the City of Pensacola for use as a park. This conveyance had the express condition that the grantee and its successors and assigns shall forever keep and use the property as a playground area for children. If the grantee did not continue use as a park, the property would revert to the Grantor (AHC).

On September 16, 2016, the AHC's Executive Director sent a letter to the City expressing interest in expanding low income apartment rental opportunities on the property for seniors and people with special needs. The Commission stated it was "very much interested in receiving ownership of the property."

The University of West Florida (UWF) conducted a Parks Needs Assessment and issued its report on December 1, 2016. The assessment found that, given its current resources, the City's parks system is overbuilt to an unsustainable level. Based on that finding, the UWF report recommended that the City strategically reduce the number of parks and amenities it maintains and improve service by consolidating resources into regional parks.

The park's perimeter fence will be left in place and AHC will be assume responsibility for all future maintenance of the fence and grounds. Equipment that is salvageable will be reused in existing City parks. Equipment that is not salvageable will be disposed.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The reduction of park inventory will result in an undetermined decrease in maintenance expenditures within the General Fund.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Keith Wilkins, Assistant City Administrator

**ATTACHMENTS:**

- 1) Deed of Realty dated June 27, 1990
- 2) Area Housing Commission Letter to Keith Wilkins, dated September 16, 2016
- 3) Map, Morris Court Park

**PRESENTATION:** No

13+2  
Dae  
55 pd

Prepared by:  
J. Lofton Westmoreland  
MOORE, HILL & WESTMORELAND  
Post Office Box 1792  
Pensacola, Florida 32598

Parcel ID #: 15-1952-000  
Grantee S.S.#:  
Grantee S.S.#: 59-6000-406

DA 800 2930PG 175

DEED OF REALTY

STATE OF FLORIDA

COUNTY OF ESCAMBIA

D.S. PD. \$ .55

DATE 10-31-90

JOE A. FLOWERS, COMPTROLLER

BY: James A. Walker, D.C.

CERT. REG. #59-2043328-27-01

THIS DEED made the 27th day of June, 1990, by AREA HOUSING COMMISSION, a public body corporate and politic, as successor to the Pensacola Housing Authority, hereinafter called the Grantor (whether singular or plural), to the CITY OF PENSACOLA, a municipal corporation, whose post office address is 12910, Pensacola, FL 32521-0031, hereinafter called the Grantees (whether singular or plural):

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Escambia County, Florida, to-wit:

Beginning at an existing concrete monument being the Southeast corner of Block 91, West King Tract, according to map of the City of Pensacola copyrighted by Thomas C. Watson; said point also being on the North right-of-way line of Brainerd Street (55' R/W) and the West right-of-way line of "J" Street (50' R/W); thence North along the East line of said Block 91 and the West right-of-way line of said "J" Street (50' R.W) a distance of 383.50 feet; thence deflect 98 degrees 16 minutes 17 seconds left a distance of 96.43 feet; thence deflect 82 degrees 54 minutes 10 seconds left a distance of 36.19 feet; thence deflect 89 degrees 32 minutes 29 seconds right a distance of 82.81 feet; thence deflect 04 degrees 46 minutes 46 seconds left a distance of 168.13 feet; thence deflect 93 degrees 57 minutes 29 seconds left a distance of 232.70 feet; thence deflect 08 degrees 30 minutes 39 seconds right a distance of 82.01 feet to the Southwest corner of said Block 91, West King Tract, said point also being on the North right-of-way line of said Brainerd Street (55' R/W); thence deflect 87 degrees 51 minutes 52 seconds left along the South line of said Block 91 and said North right-of-way line a distance of 300.00 feet to the POINT OF BEGINNING. Containing 2.486 acres more or less. All lying and being in Sections 28 and 29, Township 2 South, Range 30 West, Escambia County, Florida.

TITLE TO THE ABOVE DESCRIBED PROPERTY HAS NEVER BEEN EXAMINED NOR APPROVED BY THE PREPARER HEREOF.

IT IS AN EXPRESS CONDITION OF THIS CONVEYANCE THAT Grantee and its successors and assigns shall forever keep and use the property as a playground area for children and shall not use the property for any other purpose without the written consent of Grantor or its successors or assigns. If Grantee shall fail to comply with this condition, Grantor and its successors and assigns may at anytime thereafter serve on Grantee a notice in writing specifying the default and directing Grantee or its successors and assigns to remedy such default. Should Grantee thereafter for a period of 30 days (time being of the essence of this provision) fail fully and entirely to remedy such breach or default, then a notice in writing may be served on Grantee by



Grantor, notifying Grantee that Grantor elects that the title to the whole of the conveyed premises shall revert to Grantor. Thereupon, the title to the whole of such premises shall immediately and without the necessity of any further action on the part of Grantor revert to and revest in Grantor, and Grantee shall lose and forfeit all of its rights, title, and interest in and to the whole of the conveyed premises and to the improvements and fixtures which may have been placed thereon, and Grantor shall have the right of re-entry to the conveyed premises. Evidence of such election may be recorded in the Public Records by an Affidavit by Grantor to the effect that it has served a notice pursuant to this provision, and that Grantor has elected to demand reversion of the premises.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.

Zoning and other governmental regulations.

Taxes and assessments for 1990 and subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee, except as above noted that, at the time of delivery of this Deed, the premises were free from all encumbrances made by it and that it will warrant and defend the same against the lawful claims and demands of all other persons claiming by, through, or under it, but against none other.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

AREA HOUSING COMMISSION, a public body corporate and politic

BY: Guanita L. Tomblin  
its Chairperson

ATTEST:

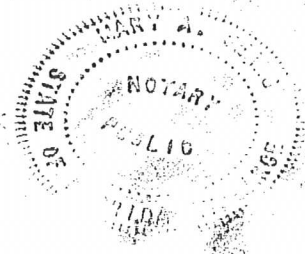
Joseph M. [Signature]  
its Secretary

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Before the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County, personally appeared Guanita L. Tomblin and Joseph M. [Signature], known to me to be the individuals described by said names and who executed the foregoing instrument, and to be the Chairperson and Secretary, respectively, of AREA HOUSING COMMISSION, a public body corporate and politic, and acknowledged and declared that they as officers of the said commission, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this 27<sup>th</sup> of June, 1990.



Mary A. Seaman  
NOTARY PUBLIC  
My Commission Expires: 3-26-90

NOTARY PUBLIC  
MARY A. SEAMAN  
3-26-90

OCT 31 3 55 PM '90

FILED AND  
THE PUBLIC  
ESCAM

836808



# area housing commission

*serving the pensacola-escambia community*  
post office box 18370 • pensacola, florida 32523-8370  
telephone 850-438-8561  
fax 850-438-1743  
TDD 850-438-8563  
Florida Relay 711



**September 16, 2016**

**Keith Wilkins  
Office of the Mayor  
Assistant City Administrator**

**Dear Mr. Wilkins:**

**Per our phone conversation of September 15, 2016, and my previous meeting with Pensacola City Council District 7 Jewel Canada-Wynn referring to the City Park located on J and Lloyd St. Area Housing Commission is very much interested in receiving ownership of the aforementioned property.**

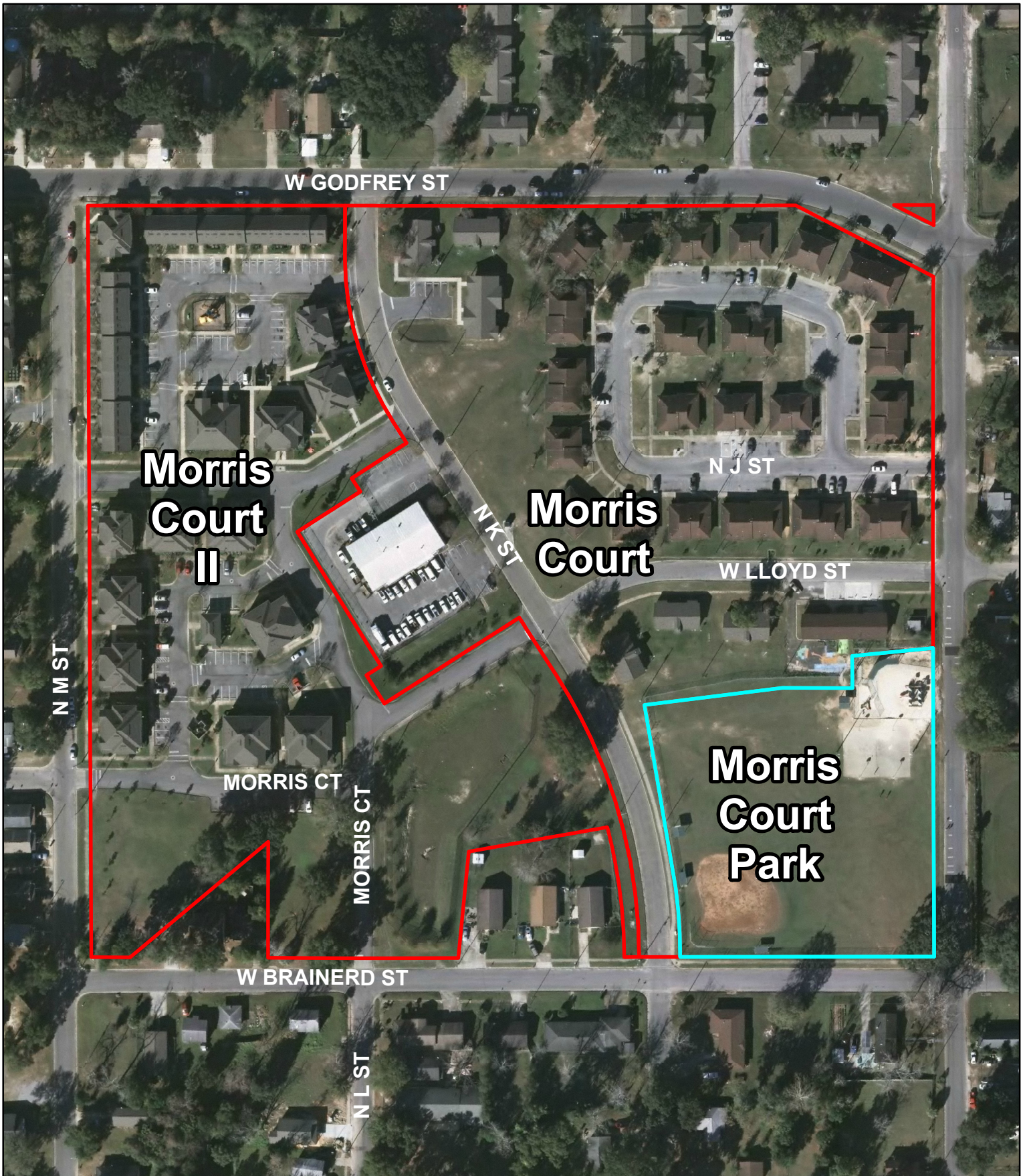
**AHC's interest for this property is to develop the property into one bedroom residential units to accommodate a wide range of affordable, low-income apartment rental opportunities. This new development housing services will be available for seniors, and people with special needs, including those with developmental and physical disabilities. One of AHC's missions is to partner with local governmental agencies in support of our residents with the resources they need to be good neighbors and members of a greater community.**

**Cc: Council, Jewel Cannada-Wynn**

**Regards,**

**Dr. Abe Singh, Executive Director**





Date:  
3/28/2017

## Morris Court Park

0 100 200 400 Feet



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00251

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

REIMBURSEMENT TO CDBG FUND - PURCHASE OF 113 NORTH "C" STREET (FORMER BLOUNT SCHOOL PROPERTY)

**RECOMMENDATION:**

That City Council approve reimbursing the CDBG Fund \$295,937 based on CDBG program requirements for the purchase of the property located at 113 North "C" Street (former Blount School). Further that City Council approve the supplemental budget resolution appropriating funding for the reimbursement.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In September 2011, City Council approved the purchase of the former Blount School property located at 113 North "C" Street using Community Development Block Grant (CDBG) funds with the intention of removing dilapidated structures from the property to provide for future development opportunities in the Westside Community Redevelopment Area. In Fiscal Year 2012, with the assistance of CDBG funds from Escambia County, the two dilapidated buildings were demolished removing slum and blight on the property.

Since CDBG funds were used to purchase and improve the former Blount School property, the use of the property is dictated by CDBG program requirements as outlined in the U.S. Code of Federal Regulations Title 24, Housing and Urban Development. In order to remove the CDBG program requirements from any proposed future use of the former Blount School property, the CDBG Fund must be reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds used for the acquisition of and improvements to the property. This CDBG program requirement applies to any expenditure of CDBG funds in excess of \$25,000 used to acquire or improve property.

In January 2017, City Council declared as surplus the former Blount School property located at 113 North "C" Street and authorized the Mayor to dispose of the property through a request for proposals. The City recently received an appraisal report valuing the property at \$305,000. During acquisition and improvement of the property, the City expended \$9,063 of non-CDBG funds on the property. Therefore, in accordance with CDBG program requirements, the CDBG Fund must be reimbursed in the amount of the current fair market value of the property (\$305,000), less any portion of the value attributable to expenditures of non-CDBG funds used for

the acquisition of and improvements to the property (\$9,063) for a total amount of \$295,937 to be remitted to the CDBG program for use on other eligible projects.

**PRIOR ACTION:**

September 8, 2011 - City Council approved acquisition of the property located at 113 North "C" Street (former Blount School property).

March 22, 2012 - City Council approved the Interlocal Agreement with Escambia County providing for the CDBG assisted demolition/clearance of the former Blount School property.

June 14, 2015 - City Council approved the award of bid for the demolition/clearance of the former Blount School property.

January 12, 2017 - City Council approved declaring as surplus the property located at 113 North "C" Street (former Blount School property) and authorized the Mayor to dispose of the property through a Request for Proposals.

**FUNDING:**

Budget: \$295,937

Actual: \$295,937

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate funding for the reimbursement to the CDBG Fund for the purchase of the former Blount School.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Keith Wilkins, Assistant City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Marcie, Whitaker, Housing Administrator

**ATTACHMENTS:**

- 1) Appraisal Report 113 North "C" Street dated March 3, 2017
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Explanation

**PRESENTATION:** No



**APPRAISAL REPORT**

**OF A**

**VACANT RESIDENTIAL LAND PARCEL**

**LOCATED AT**

**113 NORTH C STREET**  
**PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32502**

**EXCLUSIVELY FOR**

**CITY OF PENSACOLA**

**CLIENT PURCHASE ORDER NUMBER: 0075553**

**AS OF**

**MARCH 3, 2017**

**BY**

**CHARLES C. SHERRILL, JR., MAI**  
**STATE - CERTIFIED GENERAL APPRAISER #RZ1665**

**410 EAST GOVERNMENT STREET**

**PENSACOLA, FLORIDA**  
**32502**

## **APPRAISAL REPORT**

*The subject property consists of a vacant residential land parcel that is located at 113 North C Street in Pensacola, Florida. The land tract represents the site of the former W. A. Blount Junior High School as the former public school improvements have been demolished and removed. The client is considering the sale of the property at a yet-undetermined price.*

*The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.*

*The subject is a vacant residential land parcel with no improvements that is not encumbered by any leases. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.*

*This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.*

**CLIENT:**

City of Pensacola  
Attention: Mr. George J. Maiberger  
Purchasing Manager  
222 West Main Street  
Pensacola, Florida 32502

**APPRAISER:** Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665  
Sherrill Appraisal Company  
410 East Government Street  
Pensacola, FL 32502

**APPRAISAL FILE NUMBER:** N217-0097

**CLIENT PURCHASE ORDER NO.:** 0075553

**PROPERTY LOCATION:** 113 North C Street, Pensacola, Escambia County,  
Florida 32502

**PROPERTY TYPE:** Vacant Residential Land Parcel

**REPORTED PROPERTY OWNER:** City of Pensacola

**TAX ACCOUNT NUMBER:** 15-2475-000

**PARCEL IDENTIFICATION NO.:** 00-0S-00-9080-001-018

**CURRENT PROPERTY  
TAX ASSESSMENT:** \$201,400; There are no unpaid property taxes as the  
current owner is exempt from real estate taxation  
based upon its governmental status.

**LEGAL DESCRIPTIONS:** Legal descriptions of the subject property obtained  
from the Escambia County Property Appraiser's  
Office and a warranty deed are presented in the  
addendum of this appraisal report.

**ZONING CLASSIFICATION:** R-1A; One and Two Family Residential

**TYPE AND DEFINITION OF VALUE:** The purpose of this appraisal is to provide the  
appraiser's best estimate of the market value of the  
subject real property as of the effective date. Market  
value is defined under 12 U.S.C. 1818, 1819 and  
title XI of the Financial Institutions Reform,  
Recovery, and Enforcement Act of 1989  
("FIRREA") as well as the Office of the  
Comptroller of the Currency, as "the most probable  
price which a property should bring in a competitive  
and open market under all conditions requisite to a  
fair sale, the buyer and seller each acting prudently  
and knowledgeably, and assuming the price is not  
affected by undue stimulus". Implicit in this  
definition is the consummation of a sale as of a  
specified date and the passing of title from seller to  
buyer under conditions whereby:



**TYPE AND DEFINITION OF  
VALUE (CONTINUED):**

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**INTENDED USER OF  
APPRAISAL REPORT:**

City of Pensacola, Planning Services Division; No other party is entitled to rely upon this report without written consent of the appraiser.

**INTENDED USE OF REPORT:**

For the sole purpose of assisting the client, City of Pensacola, Planning Services Division, in internal business decisions concerning the possible sale of the subject property.

**OWNERSHIP INTERESTS VALUED:**

Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

**DATE OF PROPERTY INSPECTION:** March 3, 2017

**EFFECTIVE DATE OF VALUE:** March 3, 2017

**DATE OF APPRAISAL REPORT:** March 10, 2017

**FINAL ESTIMATE OF VALUE:** \$305,000 (Value as is/unimproved, subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report).

## **SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:**

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject property and gathered information from the subject's neighborhood or similar competitive neighborhoods in the local area on comparable land sales. This information was applied in the Sales Comparison Approach to value the subject property as vacant.

This narrative appraisal report is the result of these processes. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

## **DESCRIPTION OF REAL ESTATE APPRAISED:**

**Location Description:** Known as the "City of Five Flags," Pensacola is the western-most city in the panhandle of Florida. Pensacola, the county seat, is located in the extreme southern portion of Escambia County. Escambia County encompasses 661 square miles of land and an additional 64,000 acres of waterways. Escambia County has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola.

According to recent (2015) statistics from the U. S. Census Bureau, there are 311,003 residents in Escambia County, which ranked 20th in county population in Florida. Escambia County's population increased at a rate of 4.5 percent in the previous 5 years, and this gradual increase is anticipated for the near-term future. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The area has a current unemployment rate of 5.1 percent, which is slightly higher than that is indicated by the state and national averages (4.9 percent and 4.6 percent, respectively).

The quality of life afforded by the mild climate and abundant recreational activities and rich history and culture is an added feature that attracts new industries to the area. The availability of office and manufacturing facilities and an educated workforce give Escambia County the ideal catalyst for future growth and prosperity. Overall, the area's moderate anticipated population growth, diversified work force, and abundance of recreational activities provide for a relatively stable near-term outlook for this metropolitan area.

**Neighborhood Description:** The subject property is located in the city limits along the periphery of the Pensacola Downtown Central Business District. This immediate vicinity is comprised of a mixed residential and commercial area. The subject neighborhood boundaries are generally defined as West Cervantes Street on the north, Palafox Street on the east, Pensacola Bay on the south, and North E Street on the west. Land uses in the general area include retail establishments, offices, restaurants, banks, auto service garages, apartments, residences, warehouses, churches, motels, condominiums, lounges, and courthouses. Overall, the neighborhood is convenient to Pensacola Bay, Downtown Pensacola, churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser.

**Summary of Local Residential Market:** After a number of years of steady growth in the local residential market (as well as other sectors), the health of the market weakened during 2006 to 2011. Demand for residential housing declined in the local market during that time period due to weakened economic conditions which resulted in an oversupply of inventory. The net result of this market weakness was an increase in vacancy rates, a decline in rental rates and values, an increase in property foreclosures, and extended marketing periods. However, the market began to stabilize in late 2011, and it has gradually increased in the past few years. It is concluded that the local market, as well as the subject property, should continue this slight improvement trend in the foreseeable future.

**Property Description:** The subject property represents an entire city block as it is bound by North C, North D, West Gregory, and West Chase Streets. The property is situated adjacent to numerous residential properties. The subject parcel is rectangular in shape. The site has 384 feet of frontage on the west side of North C Street, 384 feet of frontage on the east side of North D street, 300 feet of frontage of the north side of West Chase Street, and 300 feet of frontage on the south side of West Gregory Street. According to the Escambia County Property Appraiser's Office, the property contains 2.65 acres. These equate by calculation to a land area of 115,434 square feet.

The property is fairly level and appears to have satisfactory drainage. The public utilities available to the site are considered to be adequate. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map #12033C0390G).

All of the subject's fronting roads are two-laned roadways in front of the subject. Overall access and visibility of the property are concluded to be adequate.

The property is zoned R-1A; Single-Family Residential Medium Density under the zoning ordinances of the City of Pensacola. Specific uses that are permitted within this classification generally include single-family detached dwellings and their customary accessory structures and uses, residential duplexes, schools, churches, home occupations, and municipally owned parks. There are other uses which require conditional approval for usage including bed and breakfasts, and childcare facilities. Additionally, certain front, side, and rear yard setbacks are required. The minimum lot size for single-family detached residences within this zoning district is 3,500 square feet, and the maximum building density is 17.4 units per acre. These equate to a total of 32 units ( $115,434 \text{ square feet} / 3,500 \text{ square feet} = 32.9$ , rounded) and 46 units ( $2.65 \text{ acres} \times 17.4 \text{ units/acre} = 46.1$ , rounded), respectively, for the subject parcel. However, the subject parcel is currently platted as 30 individual lots with an average size of 3,848 square feet. The property has a Future Land Use Classification of MDR.

## **SALES HISTORY OF SUBJECT PROPERTY:**

According to the public records, the subject property was acquired by the current owner (City of Pensacola) in September of 2011. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. The subject client is considering the possible sale of the property at a yet-undetermined price.

## **HIGHEST AND BEST USE:**

Highest and best use may be defined as “The reasonable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” The first determination (highest and best use of land as though vacant) reflects the fact that the land value is derived from potential land use. The second determination (highest and best use of property as improved) refers to the optimum use that could be made of the property considering the existing structures, when applicable. The analysis of the highest and best use of the subject property as vacant is presented below.

**Highest and best use as vacant.** The legally permissible uses of the subject site include single-family detached dwellings and their customary accessory structures and uses, residential duplexes, schools, churches, home occupations, and municipally owned parks. These land uses are generally compatible with other property types in the subject neighborhood. The potential for a zoning change appears to be unlikely.

The subject is comprised of a 2.65-acre land parcel with adequate shape, frontage on four paved roads, and level topography. There are generally no physical limitations on developable alternatives of the subject such that each of the legally permissible uses are physically possible. Based upon the size and physical characteristics, the zoning, the neighborhood and local market conditions, and the location of the subject parcel, a multiple-lot residential use is concluded to be financially feasible. Additionally, the maximally productive and highest and best use of the subject site as vacant is concluded to be a multiple-lot residential use.

## **APPRAISAL PROCESS:**

The three traditional approaches to estimate the value of the income-producing properties are the Cost Approach, the Sales Comparison Approach (formerly called the Market Approach), and the Income Capitalization Approach. All three approaches are based upon the basic principle of substitution, which affirms that a prudent buyer will not pay more for a property than the cost of an equally desirable site plus the cost to construct a similar building (Cost Approach), the cost to acquire a competing property which is equal in desirability and utility (Sales Comparison Approach), or the cost to acquire a substitute income stream of equal quantity, quality, and durability (Income Capitalization Approach).

Based upon the subject property’s being comprised of a vacant land parcel, the Cost and Income Capitalization Approaches were not considered to be appropriate for this valuation. Accordingly, the appraiser did not perform these two particular approaches to value the subject property. The subject property is a vacant commercial land parcel with no structures or long-term leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Lastly, this appraisal process is concluded to be adequate based upon the intended use of this appraisal. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

## SUMMARY OF LAND VALUATION ANALYSIS:

A summary of the data pertaining to vacant land sales considered to be similar to the subject is presented below. Detailed information pertaining to each of these comparables, aerial photographs and site plans, and a location map are presented at the conclusion of this appraisal report. It should be noted that the search for comparables was expanded to include the sale of smaller land parcels within commercial zoning districts given the lack of recent sales of similar residential land parcels in the local area.

COMP. RECORD NO.	NO.	LOCATION	DATE OF SALE	SALE PRICE	ACRES	PRICE/ ACRE
1	7606	2322 North E Street	12/08/16	\$52,900	0.77	\$68,701.30
2	7603	3808 Mobile Highway	06/09/16	\$275,000	3.09	\$88,996.76
3	7427	2301 West Navy Boulevard	11/20/15	\$240,000	2.33	\$103,004.29
4	7654	220 North Devilliers Street	03/15/16	\$211,100	0.93	\$226,989.25

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 0.77 to 3.09 acres, which is generally smaller than the size of the subject. All are suitable for a variety of commercial and residential types of uses. Each is located throughout the general subject area. These comparables range in price from \$52,900 to \$275,000, which equates to a broad unit price of \$68,701 to \$226,989 per acre.

Various price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, land size, shape, access/road frontage, topography, utilities availability, and zoning when compared to the subject. A summary of the varying characteristics of the comparables, relative to the subject, and related price adjustments is presented below.

### Property Rights Conveyed

All of the comparables involve transactions which conveyed fee simple title in the respective properties. This is consistent with that of the subject, so no price adjustments were considered necessary for this element of comparison.

### Atypical Financing Terms

Each comparable consisted of a purchase arrangement of cash to the seller or financing equivalent to market terms. Since the appraisal of the subject property is based upon cash or its equivalent terms, no price adjustment was made for this feature.

### Conditions of Sale

All of the comparables are concluded to be based upon arm's length transaction without undue duress or influence. Accordingly, no price adjustments were deemed necessary for conditions of sale.

### Market Conditions (Time)

The comparable sales were transacted between November, 2015 and December, 2016. When compared to the subject, small upward unit price adjustments were considered to be necessary to all but Comparable No. 1 to account for the slightly improved local market conditions that have occurred since these sales were transacted.

### Location

Each of the comparables is considered to have locational attributes that are dissimilar to the subject. Accordingly, varying unit price adjustments were made to all of the comparables for location when compared to the subject. The largest of these adjustments were made to Comparable Nos. 1 and 2 based upon their highly inferior locations on North E Street and Mobile Highway, respectively.

### Land Size

The land sizes of the comparables range from 0.77 to 3.09 acres. When compared to the 2.65-acre size of the subject, downward unit price adjustments were made to Comparable Nos. 1 and 4 for this characteristic in this analysis.

### Shape of Parcel

The parcel shapes of all but Comparable No. 3 were concluded to be generally similar to that of the subject. However, the shape of Comparable No. 3 was deemed to be slightly inferior to that of the subject. Accordingly, a small upward unit price adjustment was concluded to be necessary to this comparable for this element of comparison.

### Access/Road Frontage

Based upon the subject's frontage on four roads, the access/road frontage of each of the comparables was deemed to be inferior to that of the subject. Accordingly, upward adjustments were made to all of the comparables based upon their inferior road frontage.



### Topography

No price adjustments were considered necessary to the comparables based upon their having similar topographies.

### Utilities Availability

The availability of utilities to each of the comparables was deemed to be generally similar to that of the subject. Accordingly, no price adjustments were concluded necessary for this element of comparison.

### Zoning

The zoning classifications of each comparable were considered to be superior to the R-1A district of the subject. Accordingly, downward unit price adjustments were made to all of the comparables for zoning.

After the above adjustments were made to the unit prices of the comparables, the indicated value range for the subject is \$79,006 to \$140,279 per acre. However, all but one reflect the upper end of this adjusted unit price range. It should be noted that this indicated value range is the result of substantial price adjustments that were considered appropriate based upon the highly differing physical characteristics of the comparable properties when compared to the subject.

In placing equal weight on each of the sales, a unit value towards the middle to upper end of the above range is concluded to be appropriate for the subject. Therefore, a value of \$115,000 per acre is estimated for this valuation. This concluded unit value is well-bracketed by the unadjusted unit price range of the comparables, which is considered to be reasonable based upon property characteristics and current market conditions.

The estimated value of the subject property from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

$$\begin{array}{rclclcl} 2.65 \text{ ACRES} & \times & \$115,000/\text{ACRE} & = & \$304,750 \\ & & \text{ROUNDED:} & & \underline{\underline{\$305,000}} \end{array}$$

The above total land value estimate equates to \$2.64 per square foot of land area. Although it exceeds the total sales price range of \$52,900 to \$275,000 that is indicated by the above comparables, it is concluded to be reasonable based primarily upon the generally smaller size of the comparables, relative to the subject property. Furthermore, it equates to \$10,167 per platted home site, which is considered to be reasonable based upon the shape/configuration and extensive road frontage of the subject parcel.

c17-0097L

**SUMMARY OF LAND SALES ADJUSTMENTS**

	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	7606	7603	7427	7654
Total Sales Price	\$52,900	\$275,000	\$240,000	\$211,100
Land Size (Acres)	0.77	3.09	2.33	0.93
Price Per Acre	\$68,701.30	\$88,996.76	\$103,004.29	\$226,989.25
<u>Price Adjustments</u>				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	\$68,701.30	\$88,996.76	\$103,004.29	\$226,989.25
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	\$68,701.30	\$88,996.76	\$103,004.29	\$226,989.25
Conditions of Sale	0%	0%	0%	0%
Adjusted Unit Price	\$68,701.30	\$88,996.76	\$103,004.29	\$226,989.25
Market Conditions (Time)	0%	2%	3%	3%
Adjusted Unit Price	\$68,701.30	\$90,776.70	\$106,094.42	\$233,798.92
<u>Adjustments- Physical Characteristics</u>				
Location	25%	25%	20%	-25%
Size of Land	-10%	--	--	-10%
Shape of Parcel	--	--	5%	--
Access/Road Frontage	10%	15%	10%	5%
Topography	--	--	--	--
Easements/Developability	--	--	--	--
Utilities Availability	--	--	--	--
Zoning	-10%	-10%	-10%	-10%
Other Features	--	--	--	--
Cumulative Adjustments	15%	30%	25%	-40%
Adjusted Price Per Acre	\$79,006.49	\$118,009.71	\$132,618.03	\$140,279.35

## **RECONCILIATION AND VALUE CONCLUSION:**

For this valuation of the subject vacant land parcel, only the Sales Comparison Approach was performed. In doing so, the market value of the fee simple title in the subject property as of March 3, 2017, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$305,000. **As mentioned, this appraisal was prepared for the exclusive use of City of Pensacola.**

Exposure time is defined by USPAP as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The previously-presented comparable sales were on the market between 17 to 1,464 days (0.6 to 48.8 months) before being sold. Based upon the subject's property type, overall characteristics, and concluded marketability, its estimated exposure time is concluded to have been approximately 6 to 12 months. Similarly, the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is projected to be approximately 6 to 12 months.

Attached are assumptions and limiting conditions of this appraisal, the certification of the appraiser, a copy of the appraiser's state certification, subject photographs, location maps, a legal description, a warranty deed of the subject property, a plot plan, a site plan, an aerial photograph, a flood zone map, zoning maps, comparable land sales summary sheets, site plans and aerial photographs, a comparable land sales location map, and the appraiser's professional qualifications.

## **ASSUMPTIONS AND LIMITING CONDITIONS:**

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.
2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.
3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
4. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.
5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

6. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover such conditions.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made by the appraiser for the purpose of this report.
13. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **City of Pensacola** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
21. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client and not to subsequent users of the appraisal.
22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
23. The appraiser certifies that he has no debt relationship with **City of Pensacola**.

24. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.
25. This valuation is contingent upon a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.

**EXTRAORDINARY APPRAISAL ASSUMPTIONS:**

There are no extraordinary assumptions of this appraisal.

**HYPOTHETICAL CONDITIONS OF THE APPRAISAL:**

There are no hypothetical conditions of this appraisal.



## **CERTIFICATION OF THE APPRAISER**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property (as vacant land) that is the subject of this appraisal report.
- I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. I conclude that I have no conflict of interest in performing this appraisal assignment for the client.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs for designated members of the Appraisal Institute, and of the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.

A handwritten signature in blue ink, appearing to read "Charles C. Sherrill, Jr.", followed by a stylized flourish.

---

Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665



# State of Florida

Department of Business & Professional Regulation  
2601 BLAIR STONE ROAD  
TALLAHASSEE, FL 32399-0783

10/13/2016

SHERRILL, CHARLES C JR PA  
410 E GOVERNMENT ST  
PENSACOLA, FL 32502

## ***LICENSURE CERTIFICATION***

For Florida Licensee: SHERRILL, CHARLES C JR PA

License Number: RZ1665

License Type: Certified General Appraiser

Current License Status: Current, Active

Date of License Expiration: 11/30/2018

Date of Initial License: 01/25/1993

### EDUCATION:

Licensee has met minimal Real Estate Certified General Appraiser criteria for education.

### EXPERIENCE:

Licensee has met minimal Real Estate Certified General Appraiser criteria for experience.

### EXAMINATION:

Licensee has successfully completed a Real Estate Certified General Appraiser approved examination.  
General Appraiser Exam - General Appraiser Exam: 01/25/1993

Verify license status and discipline online at

<https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=9d1cba358650509cbb6a0e1c8a3cc33d>

Juana Watkins  
Director  
Florida Department of Business and Professional Regulation  
Florida Division of Real Estate  
Florida Real Estate Appraisal Board



**PHOTOGRAPHS OF SUBJECT PROPERTY**



Front View of Subject Property (From North C Street)



View of Subject Property From West Chase Street

**PHOTOGRAPHS OF SUBJECT PROPERTY**

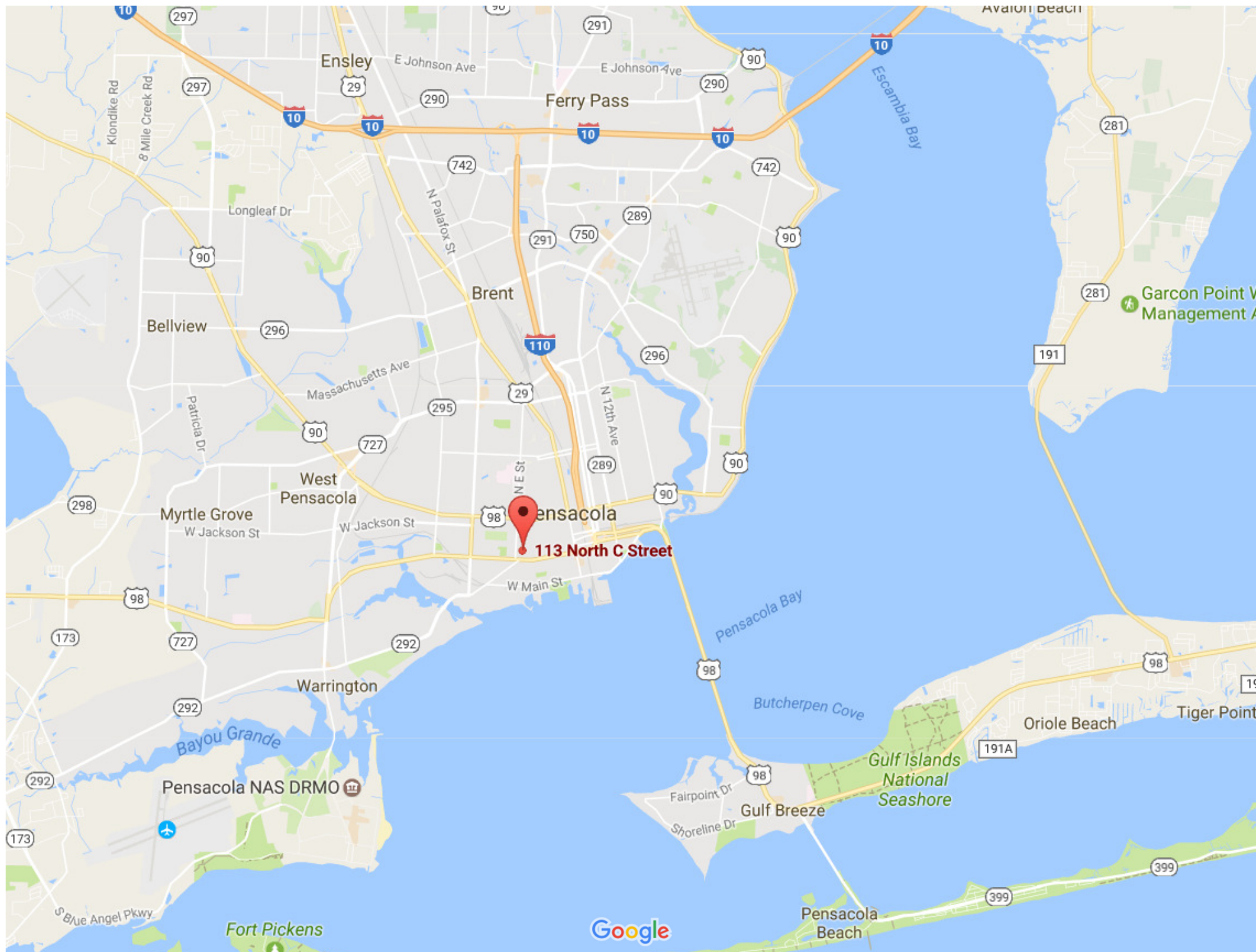


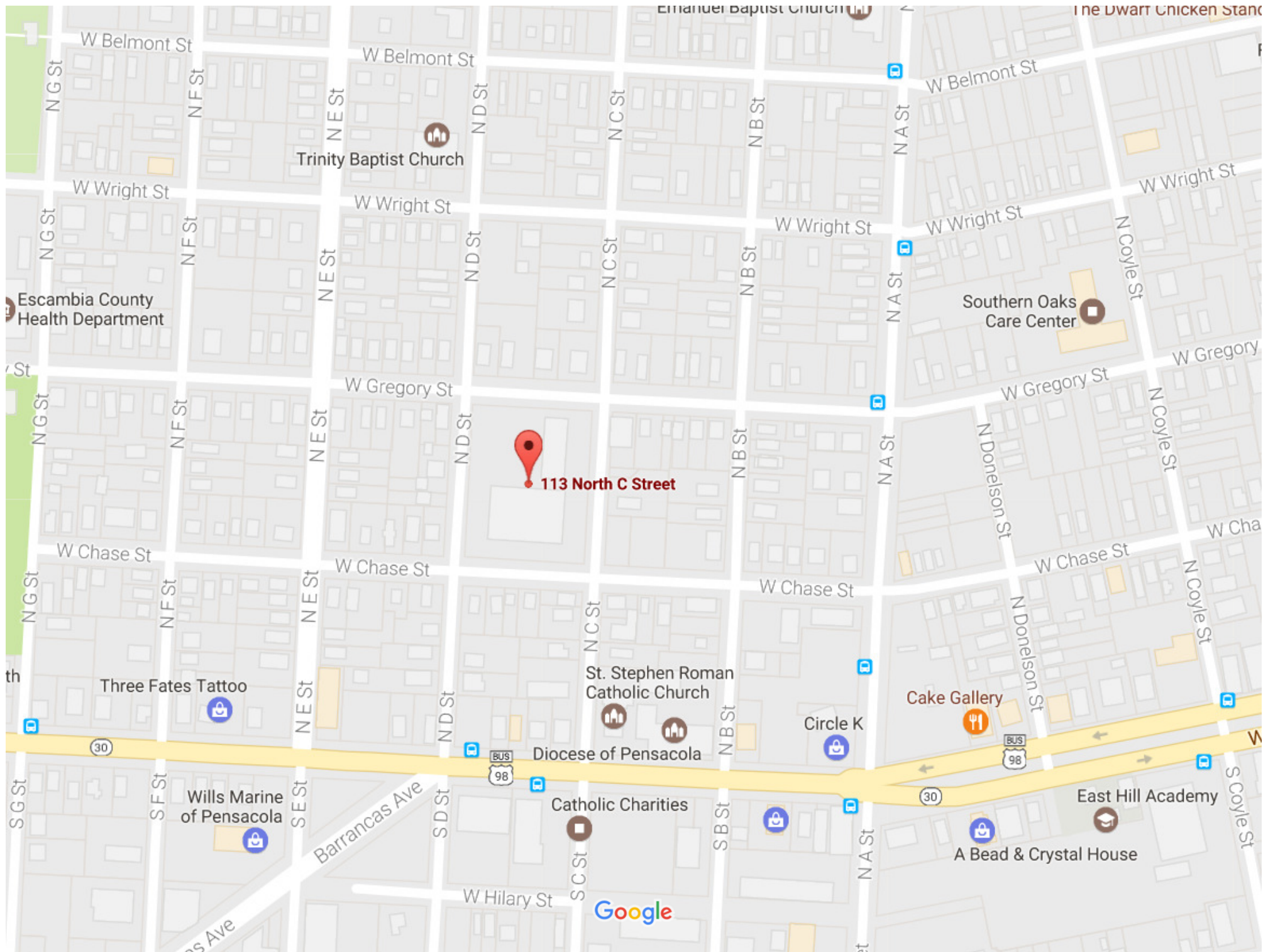
Interior View of Subject Parcel



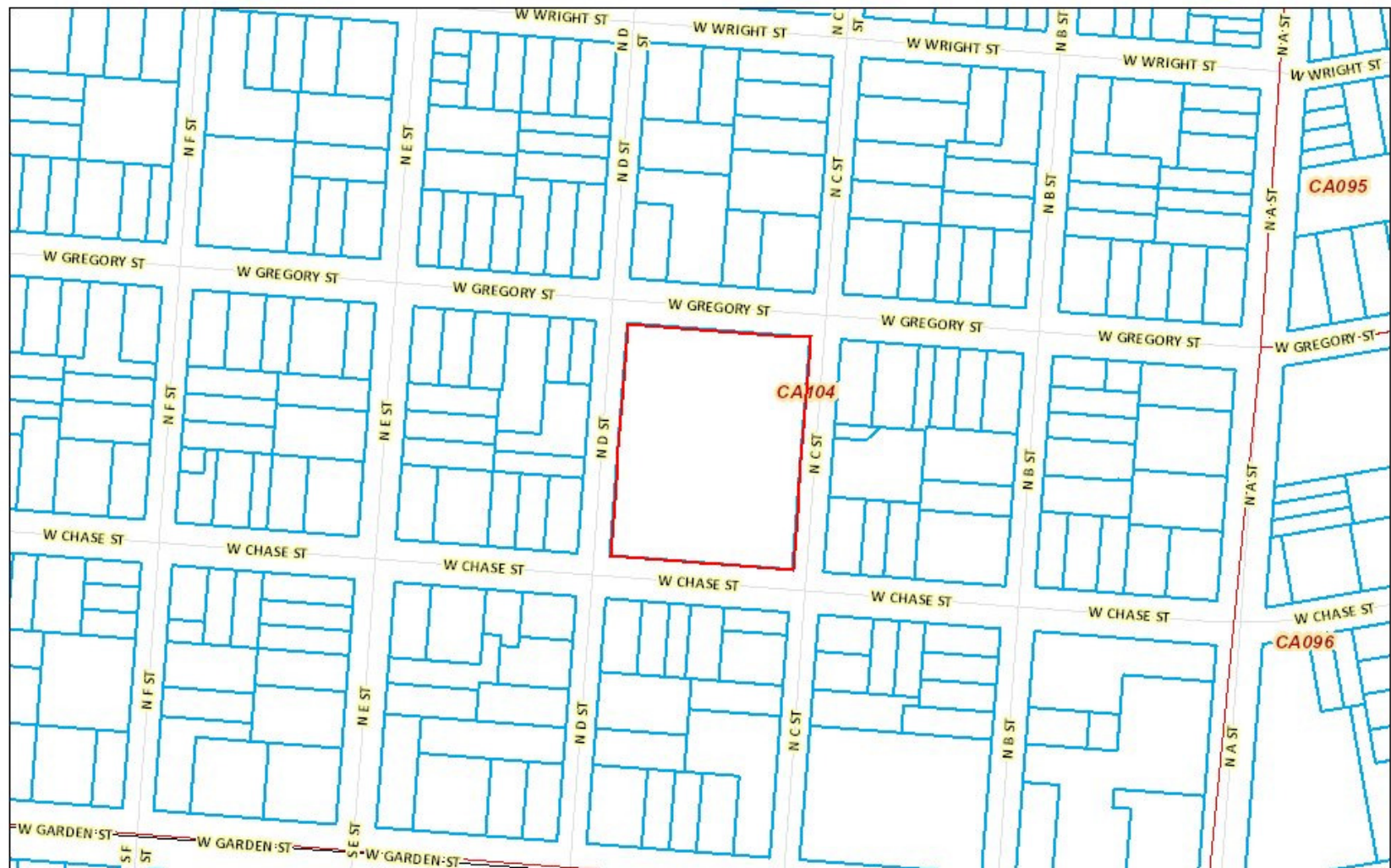
Subject Street Scene From North C Street











**polygonLayer**

Override 1

Map Grid



Boundary



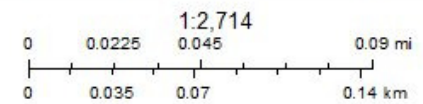
Property Line



Major Roads



All Roads



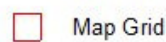




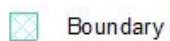
March 6, 2017

**polygonLayer**

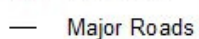
Override 1



Map Grid



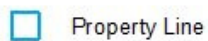
Boundary



Major Roads



All Roads



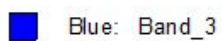
Property Line



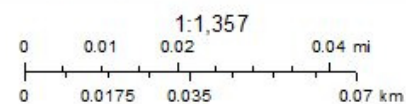
Red: Band\_1



Green: Band\_2



Blue: Band\_3



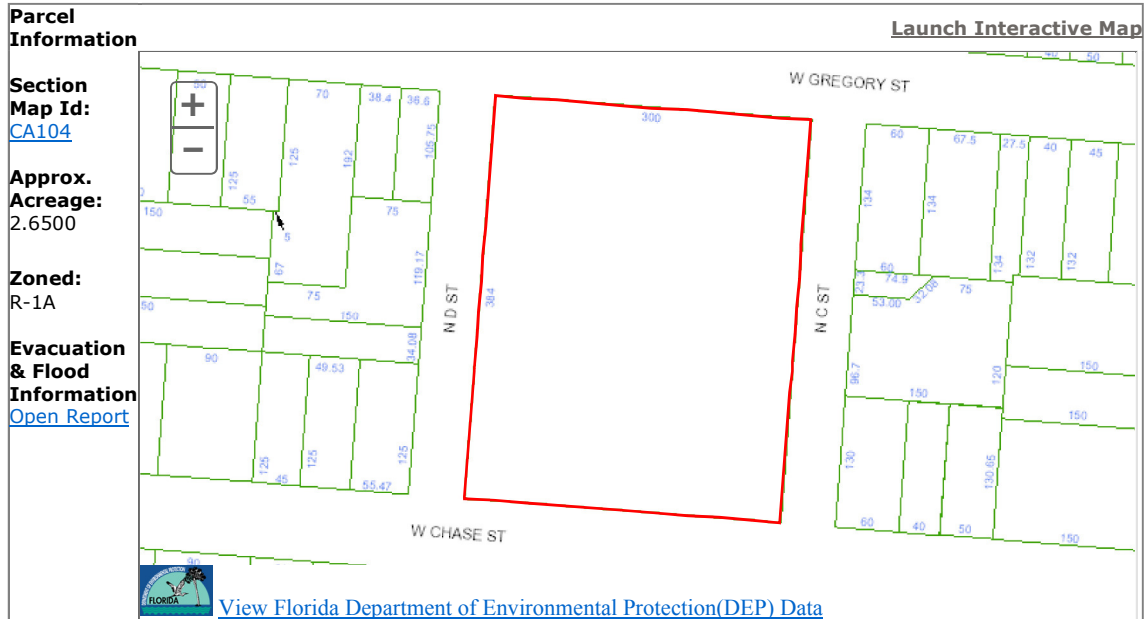
Source: Escambia County Property Appraiser

← Navigate Mode ☒ Account ☐ Reference →

[Restore Full Page Version](#)

<b>General Information</b>						<b>Assessments</b>					
<b>Reference:</b>	000S009080001018					<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b><a href="#">Cap Val</a></b>	
<b>Account:</b>	152475000					2016	\$201,400	\$0	\$201,400	\$201,400	
<b>Owners:</b>	PENSACOLA CITY OF					2015	\$201,400	\$0	\$201,400	\$201,400	
<b>Mail:</b>	PO BOX 12910 PENSACOLA, FL 32521					2014	\$201,400	\$0	\$201,400	\$201,400	
<b>Situs:</b>	113 N C ST 32502					<a href="#">Disclaimer</a>					
<b>Use Code:</b>	VACANT COMMERCIAL					<a href="#">Amendment 1/Portability Calculations</a>					
<b>Taxing Authority:</b>	PENSACOLA CITY LIMITS					<a href="#">File for New Homestead Exemption Online</a>					
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>										
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector											

<b>Sales Data</b>						<b>2016 Certified Roll Exemptions</b>					
<b>Sale Date</b>	<b>Book</b>	<b>Page</b>	<b>Value</b>	<b>Type</b>	<b>Official Records (New Window)</b>	MUNICIPAL OWNED					
09/20/2011	6768	1095	\$225,000	WD	<a href="#">View Instr</a>	<b>Legal Description</b>					
10/2004	5503	28	\$400,000	WD	<a href="#">View Instr</a>	LTS 1 TO 30 BLK 18 MAXENT TRACT OR 6768 P 1095					
09/1996	4058	934	\$5,000	QC	<a href="#">View Instr</a>	CA 104					
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						<b>Extra Features</b>					
						None					



18.50  
1575.00  
1593.50

Prepared by and return to:  
Deedra L. Lamy  
Emerald Coast Title, Inc.  
811 N. Spring Street  
Pensacola, FL 32501  
850-434-3223  
File Number: 11-7524

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 20th day of September, 2011 between **Blount Redevelopment, LLC** whose post office address is **7465 N. Palafox Street, Pensacola, FL 32503**, grantor, and **City of Pensacola** whose post office address is **222 West Main Street, Pensacola, FL 32502**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

**Lots 1 to 30, both inclusive, Block 18, Maxent Tract, City of Pensacola, Florida, according to the map of said city copyrighted by Thomas C. Watson in 1906.**

**Parcel Identification Number: 000S00-9080-001-018**

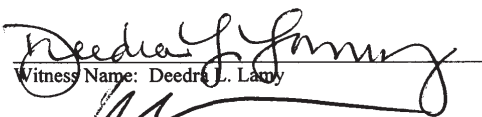
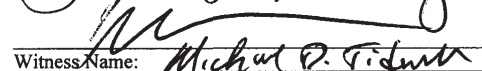
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

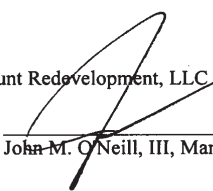
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2010**.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Name: Deedra L. Lamy  
  
Witness Name: Michael D. T. Smith

Blount Redevelopment, LLC

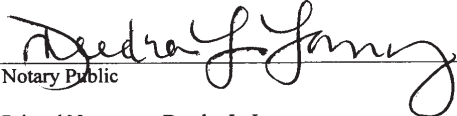
By:   
John M. O'Neill, III, Managing Member

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 20th day of September, 2011 by John M. O'Neill, III, Managing Member of Blount Redevelopment, LLC. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: Deedra L. Lamy

My Commission Expires: April 2, 2012



## Abutting Roadway Maintenance

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**ATTENTION:** Pursuant to Escambia County Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to Buyers whether abutting roadways will be maintained by Escambia County, and if not what person or entity will be responsible for maintenance. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.


Name of Roadway: 113 North C Street, Pensacola, FL 32502

THE COUNTY ( ) HAS ACCEPTED ( x ) HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE.

If not, it will be the responsibility of **City of Pensacola** to maintain, repair and improve the road.

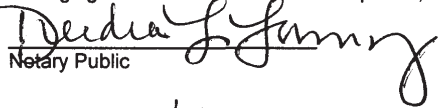
This form completed by:

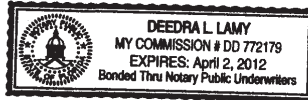
Michael D. Tidwell, Attorney  
811 North Spring Street  
Pensacola, Florida 32501


  
\_\_\_\_\_  
John M. O'Neill, III, Managing Member of Blount Redevelopment, LLC Date 9/ 20/ 2011

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of September, 2011 by John M. O'Neill, III, Managing Member of Blount Redevelopment, LLC who has produced a driver's license as identification.

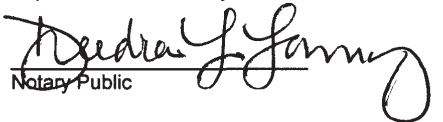
  
\_\_\_\_\_  
Notary Public



  
\_\_\_\_\_  
William Reynolds, City Administrator of City of Pensacola Date 9/ 20/ 2011

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of September, 2011 by William Reynolds, City Administrator of City of Pensacola who has produced a driver's license as identification.

  
\_\_\_\_\_  
Notary Public



ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
15-2475-000		SEE BELOW	16	000S009080001018

2016 Property Taxes

113 N C ST

PENSACOLA CITY OF  
 PO BOX 12910  
 PENSACOLA, FL 32521

LTS 1 TO 30 BLK 18 MAXENT TRACT OR  
 6768 P 1095 CA 104

OFFICE  
 (850) 438-6500  
 Ext. 3252

**AD VALOREM TAXES**

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	201,400	201,400	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2100	201,400	201,400	0	0.00
BY STATE LAW	4.6660	201,400	201,400	0	0.00
PENSACOLA	4.2895	201,400	201,400	0	0.00
WATER MANAGEMENT	0.0366	201,400	201,400	0	0.00
M.S.T.U. LIBRARY	0.3590	201,400	201,400	0	0.00
<b>TOTAL MILLAGE</b>					<b>18.1776</b>
<b>AD VALOREM TAXES</b>					<b>\$0.00</b>

KEEP

RETAIN THIS  
 PORTION  
 FOR  
 YOUR  
 RECORDS

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	RATE	AMOUNT
<b>NON-AD VALOREM ASSESSMENTS</b>		<b>\$0.00</b>

PLEASE  
 PAY ONE  
 AMOUNT  
 SHOWN IN  
 YELLOW  
 SHADED  
 AREA

**COMBINED TAXES AND ASSESSMENTS**

\$0.00

**PAY ONE  
 AMOUNT**

See reverse side for  
 important information

<b>If Paid By</b> Please Pay	<b>Nov 30, 2016</b> \$0.00				
---------------------------------	-------------------------------	--	--	--	--

AMOUNT  
 DUE  
 IF PAID  
 BY

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
15-2475-000		SEE ABOVE	16	000S009080001018

2016 Property Taxes

113 N C ST

PENSACOLA CITY OF  
 PO BOX 12910  
 PENSACOLA, FL 32521

LTS 1 TO 30 BLK 18 MAXENT TRACT OR 6768  
 P 1095 CA 104

CURRENT  
 YEAR  
 TAXES  
 BECOME  
 DELINQUENT  
 APRIL 1

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312

(850) 438-6500 Ext. 3252

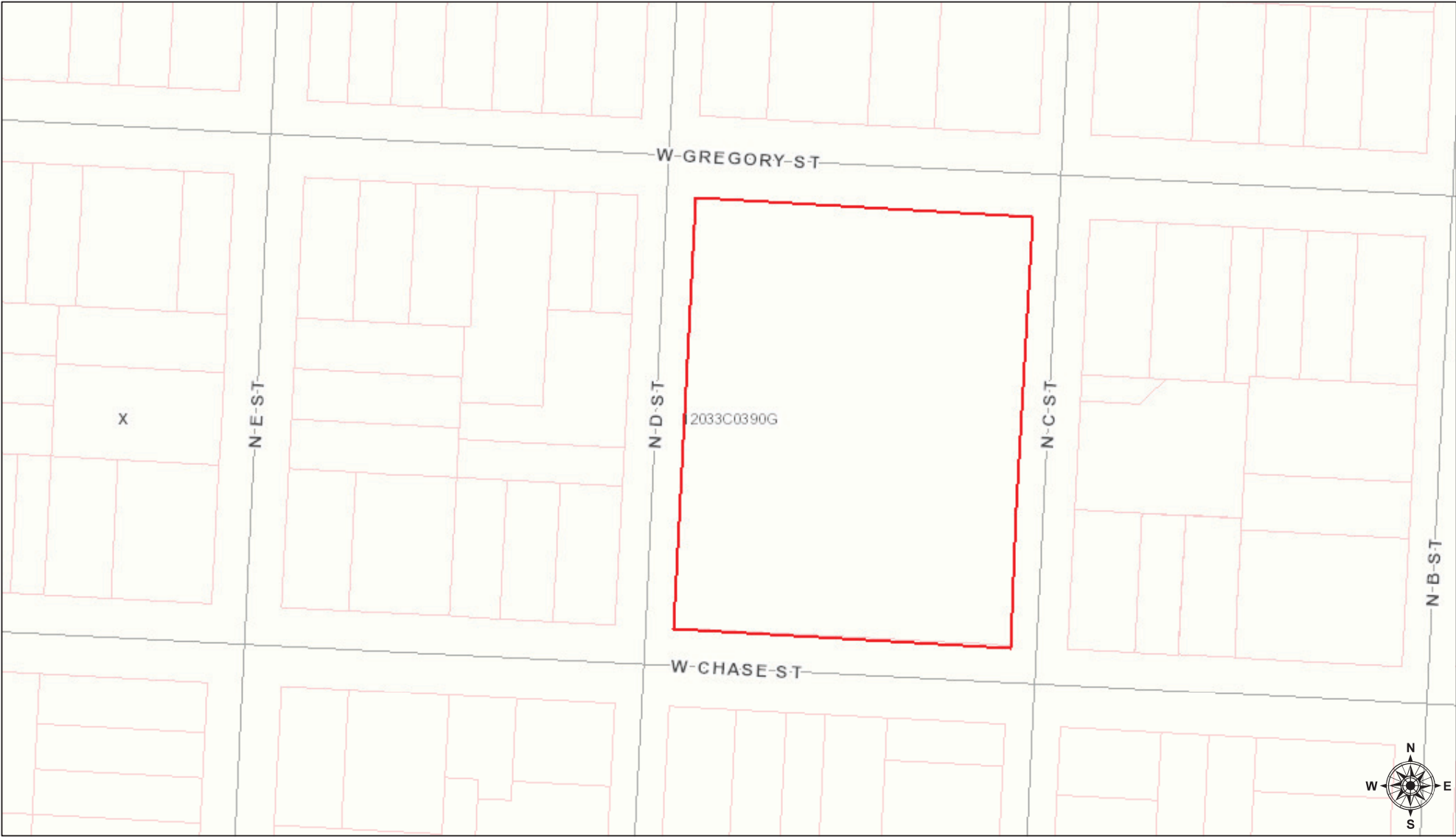
<b>If Paid By</b> Please Pay	<b>Nov 30, 2016</b> \$0.00				
---------------------------------	-------------------------------	--	--	--	--

RETURN WITH  
 PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE

RETURN

FLOOD MAP



March 6, 2017

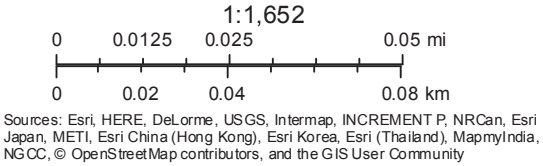
**polygonLayer**

**Streets**

Override 1

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL

- COLLECTOR
- LOCAL ROAD
- Parcels
- Rivers, Creeks, and Streams

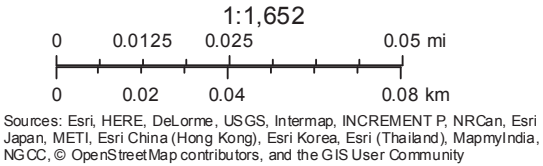




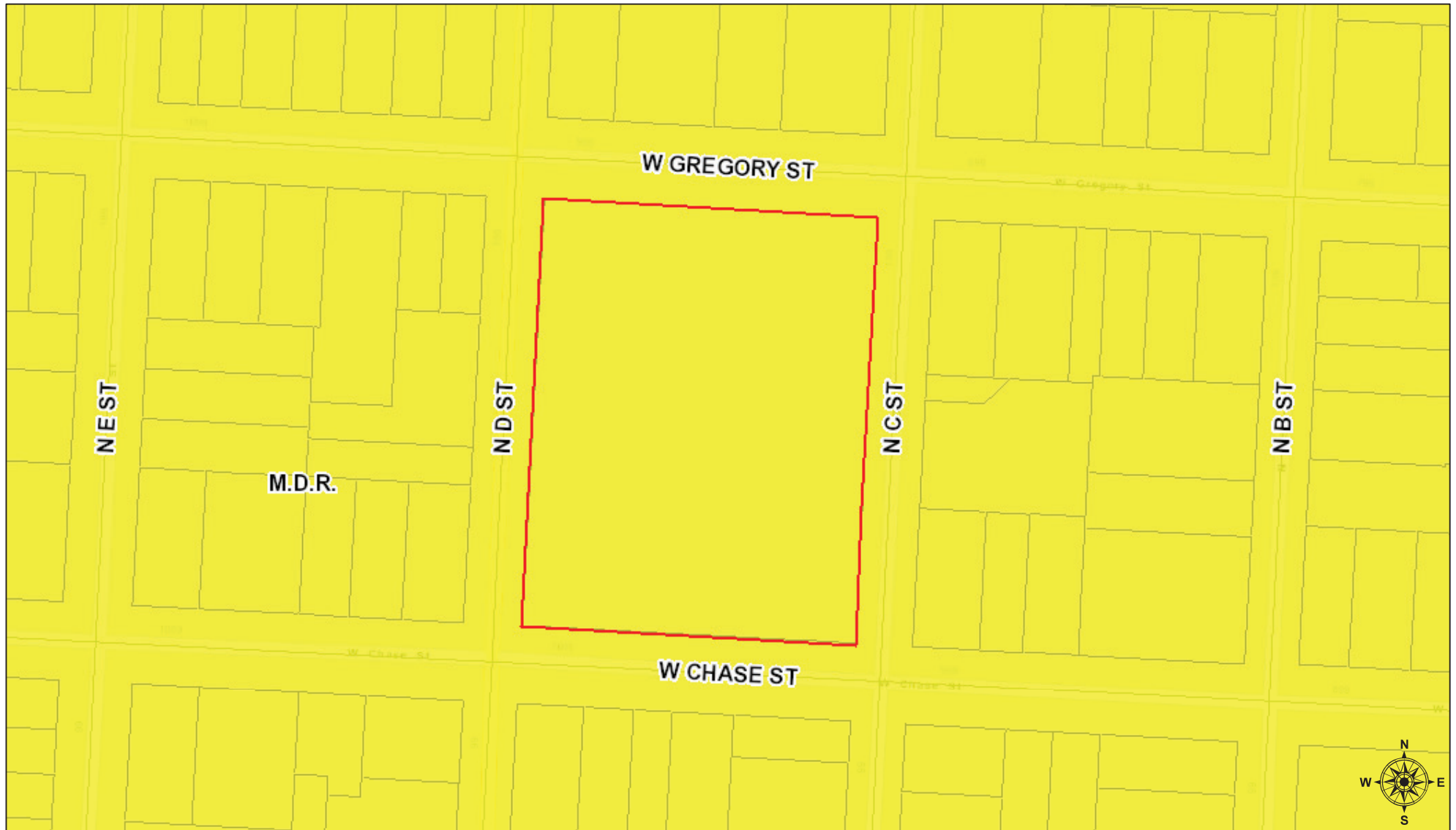
ZONING



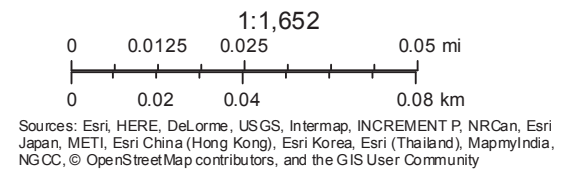
March 6, 2017



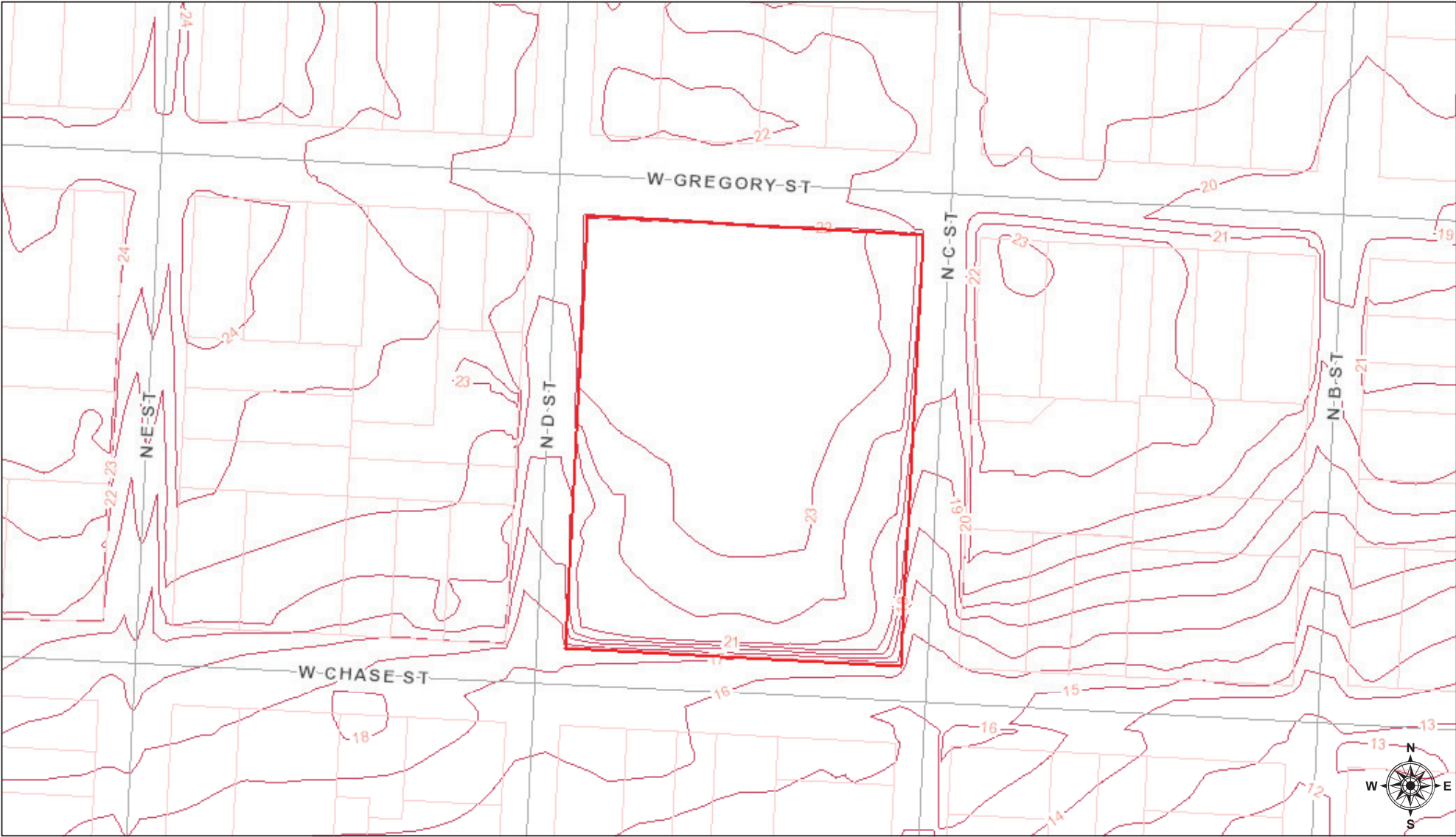
# FUTURE LAND USE



March 6, 2017



# CONTOURS



March 6, 2017

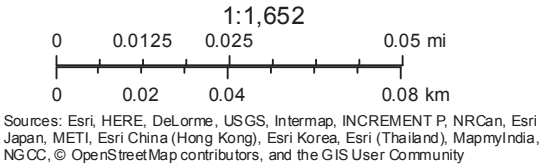
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**Streets**

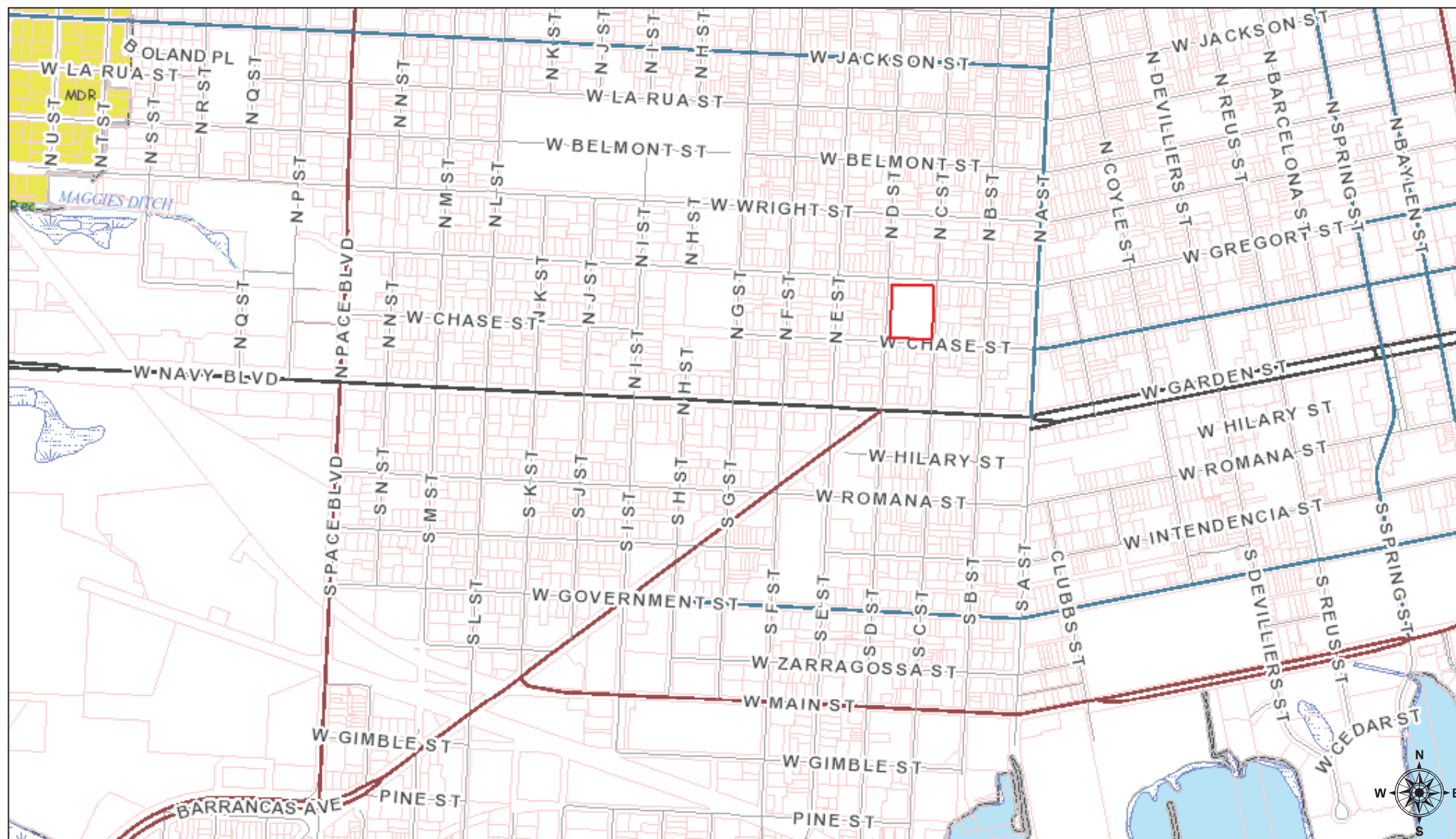
Override 1

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL

- COLLECTOR
- LOCAL ROAD
- Parcels
- Contours - Elevation
- Rivers, Creeks, and Streams



## WETLANDS



March 6, 2017

**polygonLayer**

## Streets

### Override 1

— PRINCIPAL ARTERIAL

— MINOR ARTERIAL

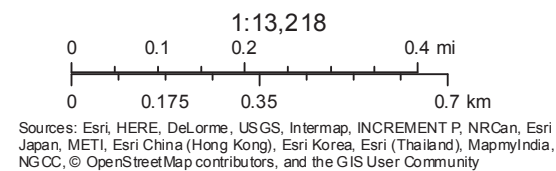
— COLLECTOR

— LOCAL ROAD

Parcels

## Rivers, Creeks, and Streams

Wetlands



### **COMPARABLE LAND SALE**

COMPARABLE NO.:	1	RECORD NUMBER: 7606
CLASSIFICATION:	COMMERCIAL LAND	
DATE:	12/06/2016 (PER DEED)	
LOCATION:	2322 NORTH E STREET, PENSACOLA, FLORIDA	
SALES PRICE:	\$52,900	
GRANTOR:	MARCUS DWIGHT AND LARQUETTA V. HILL	
GRANTEE:	THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA	
REFERENCE:	OR 7634 PAGE 652; MLS #500797	
BRIEF LEGAL DESCRIPTION:	LOTS 1 TO 8, BLOCK 28, ENGLEWOOD HEIGHTS, ESCAMBIA COUNTY, FLORIDA	
TERMS:	CASH TO SELLER	
ZONING:	COM; COMMERCIAL	
HIGHEST AND BEST USE:	RETAIL OR OFFICE/WAREHOUSE	
LAND SIZE:	33,600 SQ. FT. (0.77 ACRE)	
FRONT FEET:	140 FT.	
<u>LAND UNIT PRICES:</u>		
PER SQUARE FOOT:	\$1.57	
PER ACRE	\$68,701	
PER FRONT FOOT:	\$377.86	

#### REMARKS:


- SHERRILL APPRAISAL COMPANY FILE #16-240
- PARCEL IS LOCATED AT THE SOUTHEAST CORNER OF NORTH E AND WEST YONGE STREETS.
- PROPERTY IS LISTED FOR SALE WITH KELLER WILLIAMS REALTY GULF COAST AT A PRICE OF \$70,000 (MLS #500797). PROPERTY WAS ON THE MARKET FOR 17 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES SHERRILL, JR., MAI WITH DAN ZIMMERN (BROKER) WITH SCROGGINS III REALTY.
- PARCEL I.D. #: 18-2S-30-6000-010-028
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.






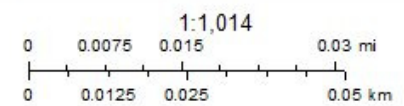
March 8, 2017

**polygonLayer**

 Boundary

Override 1

 Map Grid





March 8, 2017

**polygonLayer**

Override 1

Map Grid



Boundary



Major Roads



All Roads



Property Line



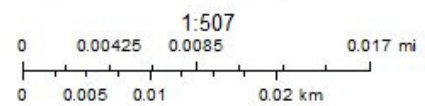
Red: Band\_1



Green: Band\_2



Blue: Band\_3



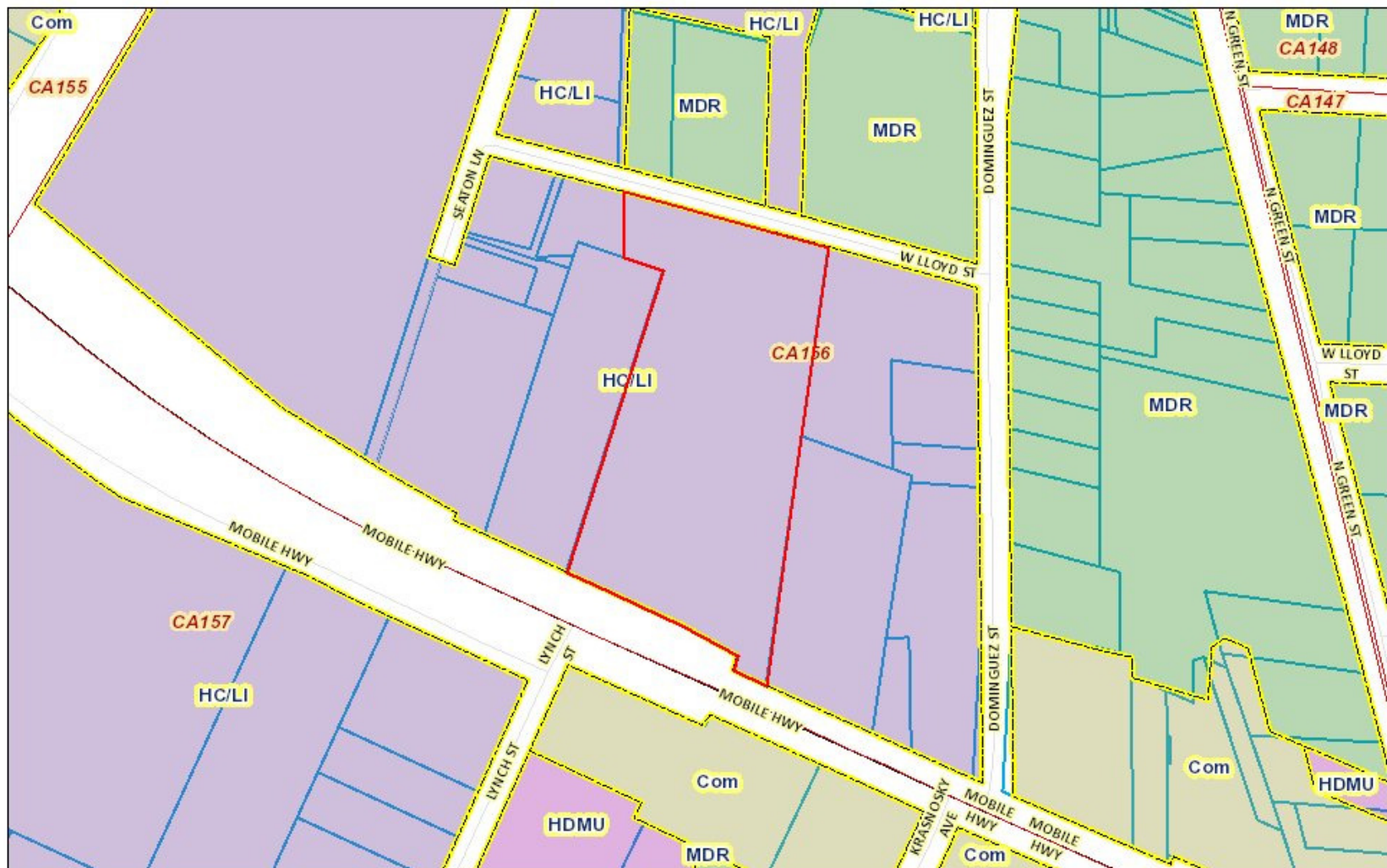


## COMPARABLE LAND SALE

COMPARABLE NO.:	2	RECORD NUMBER: 7603
CLASSIFICATION:	COMMERCIAL LAND	
DATE:	6/9/2016	
LOCATION:	3808 MOBILE HIGHWAY, PENSACOLA, FLORIDA	
SALES PRICE:	\$275,000	
GRANTOR:	PENSACOLA SUPERIOR STORAGE, LLC	
GRANTEE:	UNKNOWN (DEED NOT RECORDED)	
REFERENCE:	GCMLS #2186866	
BRIEF LEGAL DESCRIPTION:	PORTION OF SECTION 34-2S-30; ESCAMBIA COUNTY, FLORIDA	
TERMS:	CASH TO SELLER	
ZONING:	HC/LI; HEAVY COMMERCIAL AND LIGHT INDUSTRIAL	
HIGHEST AND BEST USE:	OFFICE/WAREHOUSE	
LAND SIZE:	3.09 ACRES	
FRONT FEET:	292 FT.	
<u>LAND UNIT PRICES:</u>		
PER ACRE:	\$88,996.76	
PER FRONT FOOT:	\$941.78	

### REMARKS:

- PARCEL IS LOCATED ON THE NORTH SIDE OF MOBILE HIGHWAY, WEST OF NORTH GREEN STREET.
- PROPERTY WAS LISTED FOR SALE WITH NBI PROPERTIES, INC. AT A PRICE OF \$275,000 (GCMLS #2186866). PROPERTY WAS ON THE MARKET FOR 650 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES SHERRILL, JR., MAI WITH CRAIG BARRETT (BROKER) OF NBI PROPERTIES, INC.
- PARCEL I.D. #: 34-2S-30-0610-001-061
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.



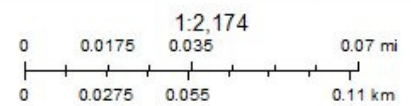
March 8, 2017

**polygonLayer**

Override 1

Map Grid

Boundary







March 8, 2017

**polygonLayer**

Override 1

Map Grid



Boundary



Major Roads



All Roads



Property Line



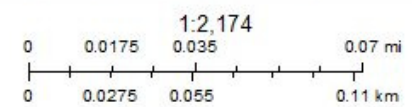
Red: Band\_1



Green: Band\_2



Blue: Band\_3



### **COMPARABLE LAND SALE**

COMPARABLE NO.: 3 RECORD NUMBER: 7427

CLASSIFICATION: COMMERCIAL LAND

DATE: 11/20/2015

LOCATION: 2301 WEST NAVY BOULEVARD, PENSACOLA, FLORIDA

SALES PRICE: \$240,000

GRANTOR: PACE AND GARDEN MINI STORAGE, LLC  
GRANTEE: WILLIAM ANDREW HINSON, TRUSTEE OF TRUST B  
ESTABLISHED UNDER THE REVOCABLE LIVING  
TRUST AGREEMENT OF NANCY PLEITZ HINSON

REFERENCE: OR 7445 PAGE 1378; GCMLS #2155906

BRIEF LEGAL DESCRIPTION: PORTION OF BLOCK 2, AND LOTS 1-6, BLOCK 3,  
PETTERSEN ADDITION, ESCAMBIA COUNTY,  
FLORIDA

TERMS: CASH TO SELLER  
ZONING: C-3; COMMERCIAL  
HIGHEST AND BEST USE: OFFICE/WAREHOUSE

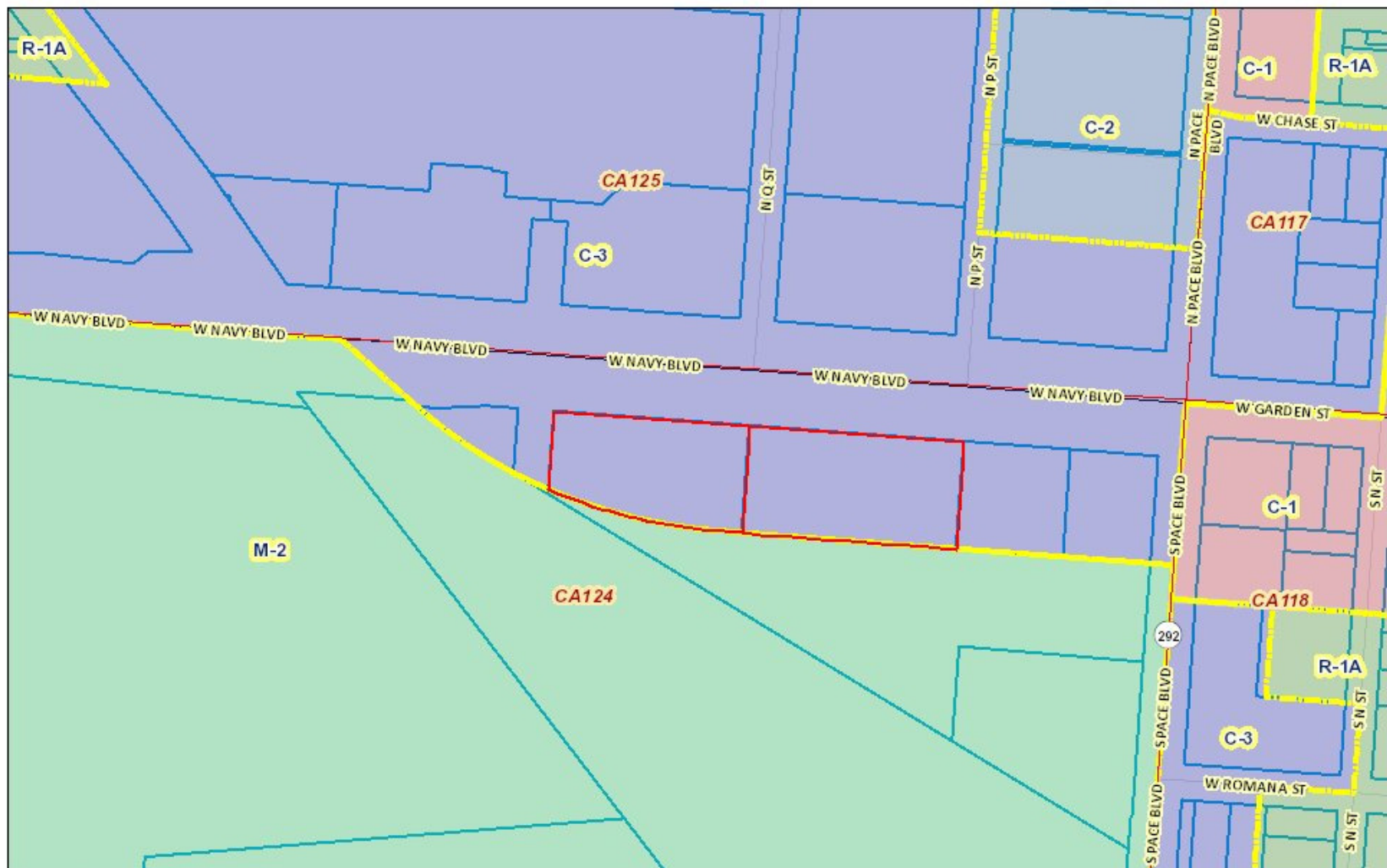
LAND SIZE: 2.33 ACRES  
FRONT FEET: 690 FT.

LAND UNIT PRICES:  
PER ACRE: \$103,004.29  
PER FRONT FOOT: \$347.83

**REMARKS:**


- TWO VACANT ADJOINING PARCELS LOCATED ON THE SOUTH SIDE OF WEST NAVY BOULEVARD, WEST OF SOUTH PACE BOULEVARD.
- PROPERTY WAS LISTED WITH BERKSHIRE HATHAWAY HOME SERVICES AT A PRICE OF \$249,900 (GCMLS #2155906). PROPERTY WAS ON THE MARKET FOR 254 DAYS BEFORE IT SOLD.
- PARCEL WAS PURCHASED BY ADJOINING PROPERTY OWNER.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES SHERRILL, JR., MAI WITH BUYER (MR. WILLIAM HINSON).
- PARCEL I.D. #: 00-0S-00-9090-001-002 AND 00-0S-00-9090-001-003
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.






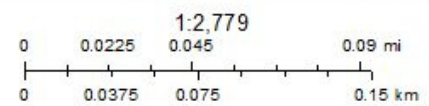
March 8, 2017

**polygonLayer**

 Boundary

Override 1

 Map Grid





### **COMPARABLE LAND SALE**

COMPARABLE NO.:	4	RECORD NUMBER: 7654
CLASSIFICATION:	RESIDENTIAL LAND	
DATE:	03/15/2016	
LOCATION:	220 NORTH DEVILLIERS STREET, PENSACOLA, FLORIDA	
SALES PRICE:	\$211,100	
GRANTOR:	COMMUNITY DEVELOPMENT PARTNERS, LLC	
GRANTEE:	JUNCTION AT WEST HILL, LLC	
REFERENCE:	OR 7493 PAGE 574; MLS #384360	
BRIEF LEGAL DESCRIPTION:	PORTION OF SECTION 00-0S-00; ESCAMBIA COUNTY, FLORIDA	
TERMS:	CASH TO SELLER	
ZONING:	R-NC; RESIDENTIAL/NEIGHBORHOOD COMMERCIAL	
HIGHEST AND BEST USE:	RESIDENTIAL	
LAND SIZE:	40,511 SQ. FT. (0.93 ACRE)	
FRONT FEET:	127 FT.	
<u>LAND UNIT PRICES:</u>		
PER SQUARE FOOT:	\$5.21	
PER ACRE:	\$226,989	
PER FRONT FOOT:	\$1,662.20	

#### REMARKS:

- PARCEL LOCATED AT THE SOUTHEAST CORNER OF DEVILLIERS STREET AND WRIGHT STREET.
- PROPERTY WAS LISTED FOR SALE WITH GUNTHER PROPERTIES, LLC AT A PRICE OF \$200,000 (MLS #384360). PROPERTY WAS ON THE MARKET FOR 1,464 DAYS BEFORE IT SOLD.
- COMPARABLE DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH FRED GUNTHER (BROKER) WITH GUNTHER PROPERTIES.
- PARCEL I.D. #: 00-0S-00-9010080-003
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.





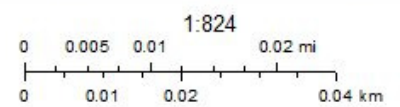
March 8, 2017

**polygonLayer**

Override 1

Map Grid

Boundary





March 8, 2017

**polygonLayer**

Override 1

Map Grid

Boundary

Major Roads

All Roads

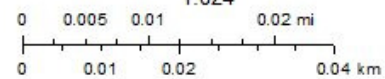
Property Line

Red: Band\_1

Green: Band\_2

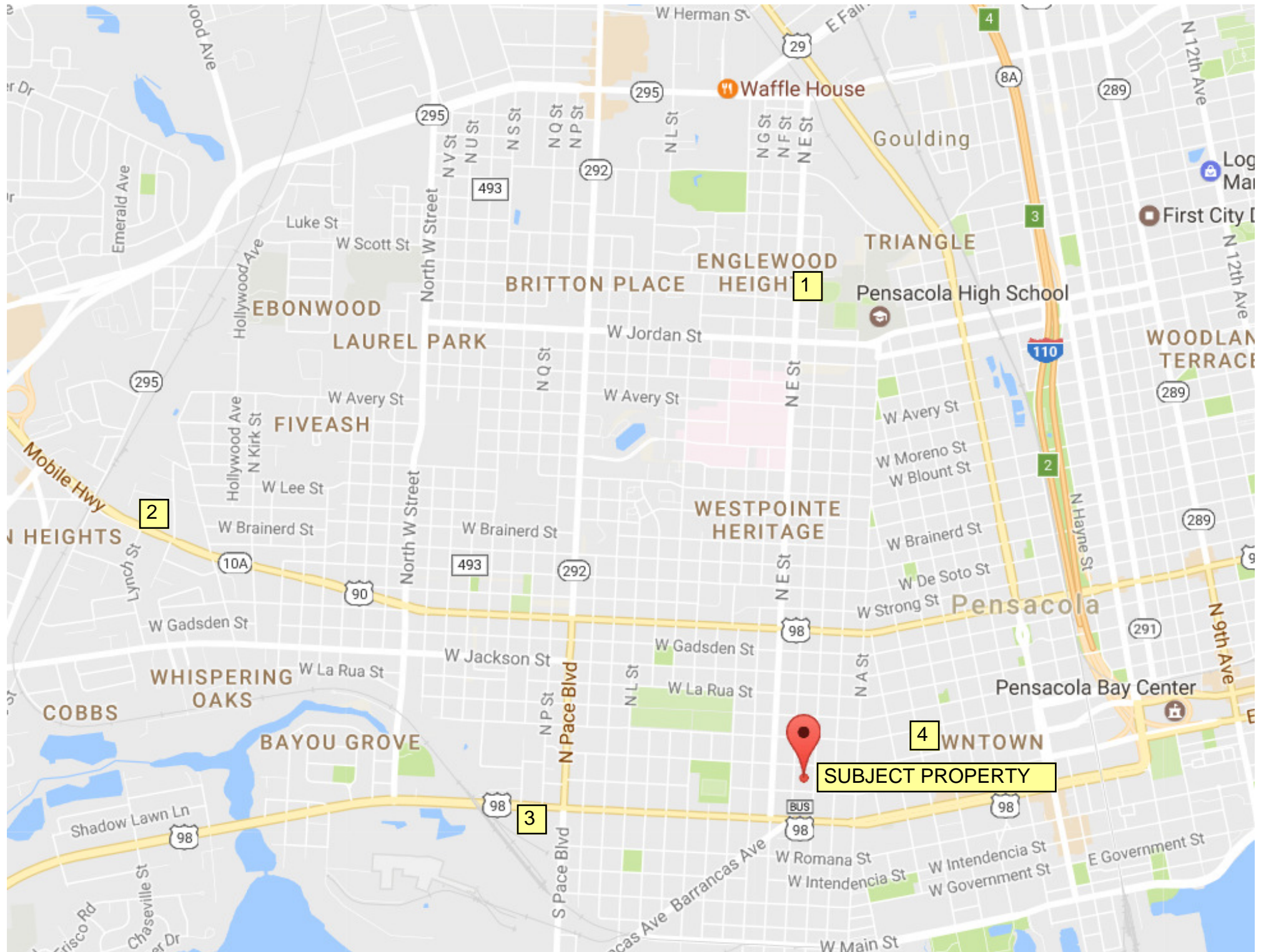
Blue: Band\_3

1:824





# COMPARABLE LOCATION MAP



## **APPRAISER'S QUALIFICATIONS**

NAME: Charles C. Sherrill, Jr., MAI  
TITLE: President  
OFFICE ADDRESS: Sherrill Appraisal Company  
410 East Government Street  
Pensacola, Florida 32502  
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,  
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)  
Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)  
Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)  
Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)  
Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)  
Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)  
Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

### **CONTINUING EDUCATION:**

Credited with attendance/completion of the following seminars/courses:

#### **Appraisal Institute**

Eminent Domain and Condemnation  
Uniform Standards of Professional Appraisal Practice  
Business Practices and Ethics  
Analyzing Operating Expenses  
Appraising from Blueprints and Specifications  
Feasibility, Market Value, and Investment Timing  
Analyzing Distressed Real Estate  
Hotel/Motel Valuation  
Effective Appraisal Report Writing  
FHA Homebuyer Protection Plan and The Appraisal Process  
Standards of Professional Practice - Part C  
Standards of Professional Practice - Part A  
Fair Lending and the Appraiser  
Appraisal of Retail Properties  
Standards of Professional Practice - Part B  
Understanding Limited Appraisals and General Reporting Options - General  
Accrued Depreciation  
Depreciation Analysis  
Rates, Ratios, and Reasonableness  
Comprehensive Appraisal Workshop  
Real Estate Risk Analysis

## **APPRAISER'S QUALIFICATIONS**

### **CONTINUING EDUCATION (Continued):**

Credited with attendance/completion of the following seminars/courses:

#### **State Certification**

USPAP Update  
Florida Appraisal Laws and Regulations  
Appraisal of 2-4 Family and Multi-Family Properties  
Challenging Assignments for Residential Appraiser's  
Foreclosure Basics for Appraiser's  
Florida Appraiser Supervisor/Trainee Rules  
Neighborhood Analysis  
Communicating the Appraisal  
Appraisal Principles  
Sales Comparison Approach  
Income Capitalization Approach  
Cost Approach  
Real Estate, Mortgages, and Law  
Elements of Disclosures and Disclaimers

### **EXPERIENCE:**

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

### **PROFESSIONAL LICENSES:**

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)  
Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)  
Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)  
Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

### **PROFESSIONAL MEMBERSHIPS:**

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991  
Past Member, Escambia County Value Adjustment Board (2008 – 2012)  
Member, NAIOP (Commercial Real Estate Development Corporation)  
Member, Pensacola Association of Realtors  
Member, Florida Association of Realtors  
Member, National Association of Realtors  
Member, Branch Banking and Trust Company Local Advisory Board of Directors  
Member, Pensacola Area Chamber of Commerce

### **CIVIC ACTIVITIES:**

Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient  
Past President and Executive Committee Member, Pensacola Sports Association Board of Directors  
Current Board Member, Pensacola Sports Foundation  
Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors  
Past Board Member and Trustee, Pensacola Historical Society Foundation  
Past Member and Executive Committee Member, Pensacola State College Board of Governors  
Member and Past Board Director & Executive Committee Member, Pensacola YMCA  
Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors  
Past President, Booker T. Washington High School Baseball Booster Club Board of Directors  
Graduate, Leadership Pensacola (Class of 1999)

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, and the American Heart Association.

## **APPRAISER'S QUALIFICATIONS**

### **LISTING OF APPRAISER CLIENTS:**

#### **Mortgage Loan Purposes**

Aegon Realty Advisors Company	Liberty Bank
Bank of America	Metric Realty
BBVA Compass	Metropolitan Life Insurance Company
Beach Community Bank	National Bank of Commerce (Alabama)
Branch Banking & Trust (BB&T)	Navy Federal Credit Union
Canadian Imperial Bank of Commerce	Pen Air Federal Credit Union
Centennial Bank	Pensacola Government Credit Union
Chase Manhattan Mortgage Corp.	PNC Bank
Charter Bank	Premier Bank (Louisiana)
Coastal Bank and Trust	RBC Bank
Colonial Bank of Alabama	Regions Bank
Cumberland Bank (Kentucky)	ServisFirst Bank
Dollar Bank	Smart Bank
Equity Valuation Partners	Statewide Mortgage Company
First American Bank	SunTrust Banks, Inc.
First City Bank of Fort Walton Beach	Travellers Realty Investment Company
First Coast Community Bank	Tyndall Federal Credit Union
First National Bank of Commerce (Louisiana)	United Bank (Alabama)
First National Bank of Florida	Valuation Management Group
First Navy Bank	Vanguard Bank & Trust Company
Gulf Coast Community Bank	Whitney National Bank
GulfSouth Private Bank	Wachovia Corporation
Hancock Bank	Wells Fargo Bank

#### **Market Value Purposes**

Aetna Realty Advisors	Ford Motor Company
Bank of Boston	Florida Department of Transportation
Bank South N. A.	Gulf American SBL, Inc.
Baptist Health Care Corp.	Lakeview Center
Barnett Banks, Inc.	Lasalle Realty Advisors
Barnett Bank Trust Company N. A.	Midway Water Company
Catholic Church Diocese	PHH Relocation and Real Estate
Chicago Title Company	Pensacola Area Chamber of Commerce
Citicorp Real Estate	Pensacola Historical Society
City of Fort Walton Beach	Pensacola State College
City of Milton	Pensacola Preservation Board (State of Florida)
City of Pensacola	Port of Pensacola
Dusco Property Management	Presbytery of Florida
Episcopal Church Diocese	Recoll Management Corporation Insurance Co.
Escambia County, Florida	Sacred Heart Hospital
Escambia County Employees' Credit Union	Saltmarsh, Cleaveland & Gund
Escambia County Utilities Authority	Southern Company
Fairfield Communities, Inc.	SouthTrust Bank of Alabama, N.A.
Federal Aviation Administration	Various Estates, Attorney's, Accountants, Insurance
Federal Deposit Insurance Corporation	Companies, Churches, & Property Owners
First Alabama Bank	Waterfront Rescue Mission
First National Bank of Georgia	Wachovia Settlement Services, LLC
Fisher Brown Insurance Company (Cost Analysis)	WSRE Television

**RESOLUTION  
NO. 17-22**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR  
THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

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

**A. GENERAL FUND**

As Reads:	Sale of Assets	490,000
Amended		
To Read:	Sale of Assets	785,937
Transfers Out		
To:	Transfer to CDBG Fund	295,937

**B.. CDBG FUND**

To:	Transfer in From General Fund	295,937
As Reads:	Federal Grants	820,534
Amended		
To Read:	Federal Grants	1,116,471

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****APRIL 2017 - SUPPLEMENTAL BUDGET RESOLUTION - BLOUNT SCHOOL REIMBURSEMENT**

FUND	AMOUNT	DESCRIPTION
<b>GENERAL FUND</b>		
Estimated Revenues		
Sale of Assets	295,937	Increase estimated revenue from Sale of Assets
Total Revenues	<u>295,937</u>	
Appropriations		
Transfers Out		
Transfer to CDBG Fund	<u>295,937</u>	Appropriate Funding for Transfer to CDBG Fund
Total Appropriations	<u>295,937</u>	
<b>CDBG FUND</b>		
Estimated Revenues		
Transfer in From General Fund	295,937	Appropriate estimated revenue from Transfer In From General Fund
Federal Grants	(295,937)	Decrease estimated revenue from Federal Grants
Total Revenues	<u>0</u>	



## Memorandum

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**File #:** 17-22

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-22 - APPROPRIATING FUNDING FOR REIMBURSEMENT TO THE CDBG FUND - PURCHASE OF 113 NORTH "C" STREET (FORMER BLOUNT SCHOOL PROPERTY)

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 17-22.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In September 2011, City Council approved the purchase of the former Blount School property located at 113 North "C" Street using Community Development Block Grant (CDBG) funds with the intention of removing dilapidated structures from the property to provide for future development opportunities in the Westside Community Redevelopment Area. In Fiscal Year 2012, with the assistance of CDBG funds from Escambia County, the two dilapidated buildings were demolished removing slum and blight on the property.

Since CDBG funds were used to purchase and improve the former Blount School property, the use of the property is dictated by CDBG program requirements as outlined in the U.S. Code of Federal Regulations Title 24, Housing and Urban Development. In order to remove the CDBG program requirements from any proposed future use of the former Blount School property, the CDBG Fund must be reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds used for the acquisition of and improvements to the property. This CDBG program requirement applies to any expenditure of CDBG funds in excess of \$25,000 used to acquire or improve property.

In January 2017, City Council declared as surplus the former Blount School property located at 113 North "C" Street and authorized the Mayor to dispose of the property through a request for proposals. The City recently received an appraisal report valuing the property at \$305,000. During acquisition and improvement of the property, the City expended \$9,063 of non-CDBG funds on the property. Therefore, in accordance with CDBG

program requirements, the CDBG Fund must be reimbursed in the amount of the current fair market value of the property (\$305,000), less any portion of the value attributable to expenditures of non-CDBG funds used or the acquisition of and improvements to the property (\$9,063) for a total amount of \$295,937 to be remitted to the CDBG program for use on other eligible projects.

**PRIOR ACTION:**

September 8, 2011 - City Council approved acquisition of the property located at 113 North "C" Street (former Blount School property).

March 22, 2012 - City Council approved the Interlocal Agreement with Escambia County providing for the CDBG assisted demolition/clearance of the former Blount School property.

June 14, 2015 - City Council approved the award of bid for the demolition/clearance of the former Blount School property.

January 12, 2017 - City Council approved declaring as surplus the property located at 113 North "C" Street (former Blount School property) and authorized the Mayor to dispose of the property through a Request for Proposals.

**FUNDING:**

Budget: \$295,937

Actual: \$295,937

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate funding for the reimbursement to the CDBG Fund for the purchase of the former Blount School.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Keith Wilkins, Assistant City Administrator  
Richard Baker, Jr., Chief Financial Officer  
Marcie Whitaker, Housing Administrator

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 17-22
- 2) Supplemental Budget Explanation No. 17-22

**PRESENTATION:** No

**RESOLUTION  
NO. 17-22**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR  
THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

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

**A. GENERAL FUND**

As Reads:	Sale of Assets	490,000
Amended		
To Read:	Sale of Assets	785,937
Transfers Out		
To:	Transfer to CDBG Fund	295,937

**B.. CDBG FUND**

To:	Transfer in From General Fund	295,937
As Reads:	Federal Grants	820,534
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To Read:	Federal Grants	1,116,471

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****APRIL 2017 - SUPPLEMENTAL BUDGET RESOLUTION - BLOUNT SCHOOL REIMBURSEMENT**

FUND	AMOUNT	DESCRIPTION
<b>GENERAL FUND</b>		
Estimated Revenues		
Sale of Assets	295,937	Increase estimated revenue from Sale of Assets
Total Revenues	<u>295,937</u>	
Appropriations		
Transfers Out		
Transfer to CDBG Fund	<u>295,937</u>	Appropriate Funding for Transfer to CDBG Fund
Total Appropriations	<u>295,937</u>	
<b>CDBG FUND</b>		
Estimated Revenues		
Transfer in From General Fund	295,937	Appropriate estimated revenue from Transfer In From General Fund
Federal Grants	(295,937)	Decrease estimated revenue from Federal Grants
Total Revenues	<u>0</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00245

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PORT WAREHOUSE #9 TERMINATION OF LEASE AND WAREHOUSE #1 LEASE AMENDMENT WITH OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.

**RECOMMENDATION:**

That City Council authorize the Mayor to take all action necessary to terminate the Lease Agreement for Port Warehouse #9 and to amend the Lease Agreement for Port Warehouse #1 with Offshore Inland Marine & Oilfield Services, Inc.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On May 12, 2016, City Council granted an extension to Offshore Inland Marine & Oilfield Services, Inc. ("OIMO") to complete construction of the Tenant's Structure located on the Ground Lease Premises of the May 30, 2014 Lease Agreement ("Warehouse #9 Lease") between the parties. The Tenant's Structure was to serve as a submersible pipe manufacturing facility once completed. OIMO had requested the extension of the construction completion date as all construction work on the facility had halted in the fall of 2015 due to the decline in the barrel price of oil and market depression.

On October 13, 2016, City Council rejected a request from OIMO for partial deferral of rent under the Warehouse #9 Lease, which includes the lease premises of Warehouse #9 and up to three and one-half (3 ½) acres of Ground Lease Premises.

OIMO is requesting the City terminate the City's Warehouse #9 Agreement with OIMO. In the proposed agreement to terminate, OIMO would vacate all of the Ground Lease Premises, including both Warehouse #9 and the adjacent land and Tenant's Structure. The City would keep all improvements in Warehouse #9 and the submersible pipe manufacturing facility. The proposed agreement to terminate states the termination shall not release OIMO from any rents or amounts due and payable under the Warehouse #9 Lease, or any rents, fees or amounts due and payable under any other lease or operation at the Port.

As City Council has been previously advised, when the oil market crashed in 2014/2015, OIMO's business partner in the Warehouse #9 venture, DeepFlex, was unable to secure the additional investor financing



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necessary to complete the development. DeepFlex ultimately closed its Houston, Texas and Manitowoc, Wisconsin facilities and pulled out of the Pensacola project. Without DeepFlex or the partnership of another submersible pipe or other offshore drilling component manufacturer, OIMO has no use for the facility. Currently, OIMO does not owe any outstanding rent or any other past due amounts applicable against the Warehouse #9 lease.

In conjunction with the above termination request, OIMO is requesting that the City agree to amend the City's June 17, 2010 Lease Agreement ("Warehouse #1 Lease") between the parties, which includes the lease premises of one-half (½) of the Warehouse #1 structure. The amendment would provide for a payment plan addressing outstanding amounts owed by OIMO to the City under the current Warehouse #1 Lease, and provide terms and conditions for possible expansion of OIMO into the full space available in the Warehouse #1 structure upon completion of City improvements currently contemplated, or into a portion of the space not currently occupied by OIMO. The amendment would not extend the term of the current lease, which expires May 1, 2022. The amendment does provide that upon City determination to terminate the lease for any non-payment of monetary obligations, OIMO will immediately within twenty (20) days, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City.

Additionally, as City Council has been previously advised, repayment of certain grant-funded construction project expenses paid by OIMO is in question. As a result, the Port Director, with the City's Chief Financial Officer's consent, has allowed OIMO to hold \$363,000.00 in invoices owed to the Port in abeyance pending final determination by the Port Director, with the consent of the City's Chief Financial Officer. As a result of an extended market downturn, OIMO's business volumes at the Port continued to be depressed throughout 2015 and 2016, resulting in OIMO accumulating an additional past-due balance above and beyond the \$363,000.00 without the approval of the Port Director or the City's Chief Financial Officer. As of March 15, 2017, that remaining past due amount was \$269,247.00. The payment plan stipulated in the proposed lease amendment addresses both the outstanding past-due balance at 12% interest, as well as final reconciliation of invoice amounts held in abeyance, which may be at 12% interest.

It is important to note that even with these market-driven negative factors, OIMO's tenure at the Port has been generally positive. The outstanding payment amounts do not represent unpaid rent and the Port Director has imposed processes to restrict any increases in the outstanding balance. Since inception of their operations on the Port, OIMO has paid more than \$3.6 million in fees and charges directly to the Port (not including the outstanding unpaid amounts), including \$74,000 in sales tax assessed on their rent amounts. Additionally, a \$2 million State Economic Development Grant was awarded to the Port. According to the Port Director, approval of the proposed Warehouse #1 lease amendment will facilitate construction of the overhead crane facility contemplated under the grant, adding a valuable and highly marketable asset at no cost to the Port. City Council's approval of the early termination of the associated Warehouse #9 lease would immediately vest to the Port a partially-completed warehouse facility valued at approximately \$3 million in its current condition, according to OIMO.

OIMO further represents to the City that the new overhead crane facility will allow them to bid component repair and fabrication jobs for which they currently are unable to compete. Additionally, while they continue to market to the offshore and subsea construction market, which is beginning to show some signs of slow market improvement, they have been aggressively marketing to the blue water fleet, including tankers, for topside maintenance and repair opportunities. It is this diversified marketing strategy that has resulted in the recent

uptick in offshore-related vessel activity at the Port.

**PRIOR ACTION:**

April 22, 2010 - City Council approved the Offshore Inland lease for a portion of Warehouse #1 and associated open storage and working areas.

January 10, 2013 - City Council approved a FDOT Economic Development Transportation Project Fund Agreement for infrastructure improvements at the Port.

March 13, 2014 - City Council approved and authorized the Mayor to negotiate and execute a lease agreement for Warehouse #9 and approximately three and one-half (3½) acres of immediately adjacent undeveloped land with OIMO.

May 12, 2016 - City Council approved and authorized the Mayor to take all necessary actions to provide OIMO with a twelve (12) month extension to complete construction and obtain a certificate of occupancy for the Tenant's Structure located on the Ground Lease Premises of the May 30, 2014 Lease Agreement for Warehouse #9, contingent upon the Tenant's Structure being storm hardened and enclosed prior to July 31, 2016.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Approval of the Warehouse #9 lease termination will result in the loss of \$12,966.72 per month in rent revenue to the Port. However, the facility will be marketed to new potential users (both short-term and long-term). Approval of the Warehouse #1 lease amendment establishes a formal payment plan of OIMO's current outstanding balance of \$269,247.00 at 12% interest. Further, the payment plan provides authorization for the resolution of the \$363,000.00 outstanding amount as it relates to Grant invoices. Approval of the amendment also establishes conditions for OIMO to occupy the entire warehouse premises at a proportional increased amount above the \$8,891.40 rent revenue currently paid.

**CITY ATTORNEY REVIEW: Yes**

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker Jr., Chief Financial Officer  
Amy Miller, Port Director

**ATTACHMENTS:**

- 1) Termination Agreement for Warehouse #9

2) Amendment to Warehouse #1 Lease Agreement

**PRESENTATION:** No

## TERMINATION OF LEASE AGREEMENT

This agreement for termination (Termination) is made and entered into effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Pensacola (City), a municipal corporation of Florida, and Offshore Inland Marine & Oilfield Services, Inc. (OIMO), a corporation authorized to do business in the State of Florida, for the purpose of immediately terminating the Lease Agreement for the City Port of Pensacola Warehouse 9 Leased Premises as hereinafter defined.

### Recitals:

WHEREAS, the City and OIMO entered into a Lease Agreement dated May 30, 2014, (Warehouse 9 Lease) for the lease of real property more particularly described as the existing 40,000 square foot steel-frame, aluminum sided warehouse commonly referred to as Port of Pensacola Warehouse 9 (Warehouse 9 Premises), which includes no surrounding land, further depicted in Exhibit A attached to the Warehouse 9 Lease, incorporated herein by this reference, and approximately three and one-half (3 ½) acres of undeveloped land immediately adjacent to the Warehouse 9 Premises (Ground Lease Premises) generally depicted in Exhibit B attached to the Warehouse 9 Lease, incorporated herein by this reference. Collectively the Warehouse 9 Premises and the Ground Lease Premises comprise the leased premises (Leased Premises); and

WHEREAS, Section 42 of the Warehouse 9 Lease provides the lease may be terminated by the City upon default; and

WHEREAS, OIMO has requested the City agree to immediate, early termination of the Warehouse 9 Lease, in lieu of default under the lease, and as consideration of the early termination, OIMO agrees the Leased Premises and all improvements, fixtures, equipment and personal property thereon shall immediately become the exclusive property of the City, however, with respect only to the equipment and personal property, OIMO and the City may mutually agree on temporary arrangements regarding the equipment and personal property in furtherance of this termination transaction; and

WHEREAS, OIMO has represented to City that OIMO will immediately surrender the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such land and property will be in good condition; and

WHEREAS, in lieu of default under the lease, and in consideration of possessing the Leased Premises and all improvements, fixtures, equipment and personal property thereon, the City agrees to immediate, early termination of the Warehouse 9 Lease, **provided however**, that OIMO expressly agrees to remain obligated to the City for timely payment of any rents, taxes, property taxes, fees, sums or amounts due under the Warehouse 9 Lease prior to termination, and the payment of any rents, taxes, property taxes, fees, charges, sums or amounts under any other lease between the parties or due to OIMO's past and current operations at the Port; and

WHEREAS, given the material representations above, the parties hereby agree to enter into this Termination of Lease Agreement;

NOW, THEREFORE, for and in consideration of One Hundred Dollars (\$100.00) the receipt and sufficiency of which is hereby acknowledged by the Parties, and of the representations of the parties above, and the terms and conditions as set forth in this Termination, and for other good and valuable consideration recited herein, the City and Palafox do hereby agree to keep, perform and observe the following provisions of this Termination.

Section 1. Recitals Incorporated. The Parties agree the recitals above are true and correct and are hereby incorporated into this Agreement as material terms.

Section 2. Immediate, Early Termination. The Parties hereby terminate the Warehouse 9 Lease effective as of the date first written above.

Section 3. City Possession of Leased Premises and Property. The Parties agree the Leased Premises and all improvements, fixtures, equipment and personal property thereon are now the exclusive property of the City.

Section 4. Payment Obligations Not Discharged. The Parties agree this termination of the Warehouse 9 Lease shall not discharge or relieve OIMO from timely payment of any rents, taxes, property taxes, fees, sums or amounts due under the Warehouse 9 Lease prior to termination, and the payment of any rents, taxes, property taxes, fees, charges, sums or amounts under any other lease between the parties or due to OIMO's past and current operations at the Port.

Section 5. No Refund. OIMO shall not be entitled to any refund of any rents, taxes, property taxes, fees, sums or amounts due under the Warehouse 9 Lease prior to termination, or any payment of any rents, taxes, property taxes, fees, charges, sums or amounts under any other lease between the parties or due to OIMO's past and current operations at the Port that OIMO has already paid to the City.

Section 6. Insurance and Indemnification. As a material term of this Termination agreement, OIMO represents and warrants to City that OIMO has provided all required liability insurance and property insurance coverage on the Leased Premises and improvements thereon pursuant to the Warehouse 9 Lease. Further OIMO covenants, warrants and attests that there exist no third party claims, demands or liens against it, the Leased Premises or improvements thereon, and that OIMO shall defend and indemnify the City against any and all such claims related to the Warehouse 9 Lease, any other lease between the parties or due to OIMO's past and current operations at the Port. OIMO shall remain liable and responsible for any and all claims and liabilities associated with the Warehouse 9 Lease arising prior to this Termination.

Section 7. No Dispute. Further, OIMO shall not, on behalf of itself as well as its parents, affiliates, lenders, associates, employees, contractors, agents, and all other entities connected or affiliated in any way with the Warehouse 9 Lease or its Termination herein, contest, dispute or legally challenge by any means and in any forum, any action by the City with respect to City

ownership and control of the Leased Premises and all improvements, fixtures, equipment and personal property thereon.

Section 8. OIMO Releases City. Immediately upon the effective termination as provided herein, the OIMO automatically and irrevocably, without the need for any further instrument or documentation, forever releases, waives, and completely discharges City (including their agents, attorneys, employees, officials, successors and assigns) of and from any and all claims, controversies, demands, obligations, debts, liabilities, damages, losses, causes of action, disputes, appeals or other demands for relief or claims of liability, past, present or future, known or unknown, suspected or unsuspected, of any nature, character, type or description whatsoever (including but not limited to any claims for attorney's fees, interest or other costs), legal or equitable.

Section 9. Binding Agreement. This Termination shall bind and inure to the benefit of the successors of the respective parties hereto.

Section 10. No Third Party Beneficiaries. Nothing in this Termination, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Termination.

Section 11. Entire Agreement. The parties hereto understand and agree that this Termination contains the entire agreement and understanding between the City and OIMO. The parties understand and agree that neither party nor its agents have made any representations or promises with respect to this Termination except as expressly set forth herein, and that no claim or liability shall arise for any representations or promises not expressly stated in this Termination. Any other written or oral agreement regarding the Warehouse 9 Lease, this Termination or the Leased Premises is expressly nullified upon the execution of this Termination unless otherwise specifically provided herein.

Section 12. Amendment. This Termination may not be altered, changed or amended, except by written instrument signed by both parties hereto in the same formality as the execution of this Termination. No provision of this Termination shall be deemed to have been waived by City, unless such waiver be in writing signed by City and addressed to OIMO, nor shall any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of City to insist upon the performance by OIMO in strict accordance with the terms hereof. The terms, provisions, covenants, and conditions contained in this Termination shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided herein.

Section 13. Counterparts. This Termination may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of each party.

Section 14. Corporate Authorization. The undersigned officer of OIMO hereby personally warrants and certifies that OIMO is a corporation in good standing and is authorized to do business

in the State of Florida. The undersigned officer of OIMO hereby further personally warrants and certifies that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Termination by his or her signature thereto. OIMO, as of the date of execution of this Termination, hereby represents and warrants to the City that it has the corporate power to enter into this Termination and to perform all acts required to be performed by OIMO and that the execution and delivery of this Termination have been duly authorized by all necessary corporate action.

Section 15. Prevailing Party Attorneys' Fees. The prevailing party in any action, claim or proceeding arising out of this Termination shall be entitled to attorney's fees and costs from the losing party.

Section 16. Rights and Remedies Cumulative. The rights and remedies of City hereunder shall be cumulative and shall be in addition to rights as otherwise provided at law or in equity, and failure on the part of City to exercise promptly any such rights afforded it by said laws shall not operate to forfeit any such rights.

Section 17. Non-Waiver of Immunity. The City enjoys sovereign immunity. Nothing contained in this Termination shall be construed as modifying, limiting, restricting or otherwise adversely affecting the sovereign immunity defenses and limitations available to the City.

Section 18. Severability. In the event any covenant, conditions or provision of this Termination is illegal, invalid or unenforceable by any court of competent jurisdiction, under present or future laws effective during the term of this Termination, such determination, then and in that event, will not materially prejudice the City as to rights or other obligations contained in the valid covenants, conditions or provision of this Termination that shall remain and continue in full force and effect.

Section 19. Venue. Venue for any claim, action or proceeding arising out of this Termination shall be Escambia County, Florida.

Section 20. State Law. The laws of the State of Florida shall be the law applied in resolution of any action, claim or other proceeding arising out of this Termination.

Section 21. Public Records. 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.



IN WITNESS WHEREOF, the parties have set their hands and seal the date first written above.

CITY OF PENSACOLA

By: \_\_\_\_\_  
Ashton J. Hayward, III, Mayor

ATTEST:

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

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

OFFSHORE INLAND MARINE &  
OILFIELD SERVICES, INC.

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Corporate Secretary  
Corporate Seal

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney

Approved as to content:

\_\_\_\_\_  
Port Director

## **Attachment "A"**

**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](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**

## AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES

THIS AMENDMENT NO 1 ("Amendment No. 1"), to the Lease Agreement for leased premises in Warehouse 1 located at the City of Pensacola Port of Pensacola ("Port") dated June 17, 2010 ("Original Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Pensacola ("City" or "Lessor") and Offshore Inland Marine & Oilfield Services, Inc. ("Lessee").

### Recitals:

WHEREAS, City and Lessee entered into the Original Agreement, incorporated herein by this reference, to lease space in the southern half (1/2) of Warehouse 1 and associated berth apron and open storage area located at the Port for the purpose of operating an offshore project vessel service center; and

WHEREAS, Lessee has outstanding amounts owing to the City and in lieu of default under the Original Agreement, Lessee has requested the City agree to a payment plan respecting such outstanding amounts; and

WHEREAS, Lessee agrees timely payment the above discussed outstanding amounts are material considerations in continuing with a lease between the parties, and that any lack of payment as required in the payment plan hereinafter described, for any reason, by Lessee shall give the City the absolute right to terminate the lease immediately, which right the City may exercise at its sole discretion; and

WHEREAS, Lessee has requested the City amend the Original Agreement to provide and incorporate the terms of the payment plan, the material nature of Lessee's compliance thereunder, and the City's right to immediately terminate the lease; and

WHEREAS, Lessee has represented to City that upon City determination to terminate the lease for any non-payment of monetary obligations, Lessee will immediately surrender all of the leased premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such land and property will be in good condition; and

WHEREAS, the parties find other terms and conditions of the Original Agreement require amendment; and

WHEREAS, given the material representations of Lessee as described above, the parties now desire to amend the Original Agreement;

NOW, THEREFORE, in consideration of One Hundred Dollars (\$100.00) the receipt and sufficiency of which are hereby acknowledged by the parties, and of the mutual covenants and agreements herein contained, it is agreed that the Original Agreement shall be hereby amended as follows:

1. The Recitals above are true and correct and are hereby incorporated as a material part of this Amendment No. 1.
2. Section 4 of the Original Agreement hereby amended to add the following fourth (4<sup>th</sup>) paragraph:

Lessee expressly agrees that no later than the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month following completion of the Lessor improvements contemplated in Section 9(b) herein, such status of completion of improvements to be the sole discretion of the Lessor and to be documented by written notice of completion by the Port Director, the Leased Premises will on that date expand to include all of Warehouse 1, specifically adding the northern half (1/2) of Warehouse 1 to the definition of Leased Premises, and on that date Lessee shall be obligated to all rental rates pursuant to Section 6 applied to the entire Warehouse 1 Leased Premises and such shall be due and owing by Lessee to Lessor.

3. Section 5 of the Original Agreement is deleted in its entirety.
4. New Section 5 of the Original Agreement hereby created in its entirety to read:

**5. OUTSTANDING AMOUNT PAYMENT PLAN.**

(a) Lessee acknowledges and agrees that as of March 15, 2017 Lessee failed to pay past-due outstanding amounts in dockage or vessel fees and related charges of no less than Two Hundred Sixty Nine Thousand Two Hundred and Forty Seven Dollars (\$269,247.00) immediately owing to the City, and in lieu of default upon request from Lessee, the City will agree to a payment plan respecting such outstanding amounts as further described in this Section 5(a). Lessee agrees the unwanted continued existence of these outstanding amounts are material considerations in continuing this Agreement between the parties, and that any lack of payment as required in the payment plan hereinafter described, for any reason, by Lessee shall give the City the absolute right to terminate the lease immediately, which right the City may exercise at its sole discretion. Therefor, in addition to timely payment of monthly rents, utility, fees, taxes, charges, payments, or other monetary obligations under this Agreement or any other agreement, or owing as a result of Lessee's operations at the Port, Lessee shall pay Ten Thousand Dollars (\$10,000.00) per month toward the outstanding past-due balance, with a final balloon payment for the entire outstanding amount including interest at twelve percent (12%) per annum as further described and calculated in the Port Tariff, by no later than September 30, 2017. Lessee expressly acknowledges the material nature of Lessee's compliance with the payments as herein stated, and the City's right to immediately terminate the lease for any non-payment hereunder. Upon City determination to terminate the lease for any non-payment of monetary obligations, Lessee will immediately within twenty (20) days, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such

land and property will be in good condition.

(b) Lessee further acknowledges and agrees that as of March 15, 2017 Lessee failed to pay past-due outstanding amounts in dockage or vessel fees and related charges of no less than Three Hundred Sixty Three Thousand Dollars (\$363,000.00) owing to the City, and in lieu of default upon request from Lessee, the City will agree to a payment plan respecting such outstanding amounts as further described in this Section 5(b). Lessee agrees the unwanted continued existence of these outstanding amounts are material considerations in continuing this Agreement between the parties, and that any lack of payment as required in the payment plan hereinafter described, for any reason, by Lessee shall give the City the absolute right to terminate the lease immediately, which right the City may exercise at its sole discretion. The parties acknowledge and agree that Grant reimbursement of certain project related expenses incurred by Lessee is in question. Therefore, in addition to timely payment of monthly rents, utility, fees, taxes, charges, payments, or other monetary obligations under this Agreement or any other agreement, or owing as a result of Lessee's operations at the Port, and the payment of Ten Thousand Dollars (\$10,000.00) per month toward the outstanding past-due balance discussed in Section 5(a) above, upon determination by the Port Director with the prior consent of the City Chief Financial Officer, Lessee shall remit to Lessor any unabated balance remaining from the Three Hundred Sixty Three Thousand Dollars (\$363,000.00) in outstanding receivables owed by Lessee to Lessor but which are held in abeyance. Upon determination of the Port Director with the prior consent of the City Chief Financial Officer that any or all of the entire outstanding balance in this Section 5(b) is not covered by the Grant, then, in the sole discretion of the Port Director and with the prior consent of the City Chief Financial Officer, any, if any, reduction, credit or offset of the entire outstanding balances shall be determined by the Port Director with the prior consent of the City Chief Financial Officer. After any such offset, if any, any remaining balance, which may include any interest on such amounts at twelve percent (12%) per annum as further described and calculated in the Port Tariff, shall be remitted by Lessee to Lessor no less than ninety (90) days from the date of written notice from the Port Director to the Lessee regarding the amount remaining owed and terms of repayment. Lessee expressly acknowledges the material nature of Lessee's compliance with the payments as herein stated, and the City's right to immediately terminate the lease for any non-payment hereunder. Upon City determination to terminate the lease for any non-payment of monetary obligations, Lessee will immediately within twenty (20) days, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such land and property will be in good condition.

5. Section 6 of the Original Agreement is hereby amended in its entirety to read:

6. **RENT.**

(a) Effective upon the Commencement Date of this Agreement, and as compensation for the exclusive use of the facilities described in Section 4 above, Lessee shall pay to Lessor rent in the amount of One Hundred Four Thousand Four Hundred Dollars (\$104,400.00) per year payable in twelve (12) equal monthly payments of Eight Thousand Seven Hundred Dollars (\$8,700.00) per month, plus sales tax, due and payable in advance on the first (1<sup>st</sup>) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

(b) Rental rates for Lessee's expansion of its Leased Premises to include the entirety of Warehouse 1, expanding into the northern half (1/2) of Warehouse 1, whether undertaken in accordance with the terms of Section 4, Section 8 or Section 9(b) of this Agreement, shall be at the applicable per square foot rental rate then being paid by Lessee multiplied by the total number of square feet of Lessee's expanded Leased Premises with the total of Warehouse included, and inclusive of revision or expansion thereof, plus sales tax, for the entirety of Warehouse 1 due and payable in advance on the first (1<sup>st</sup>) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

(c) Any additional space, whether taken by Lessee in accordance with Section 4, Section 8 or Section 9(b) of this Agreement or any other additional space occupied by Lessee, shall immediately be incorporated into, and considered part of, Lessee's Leased Premises, and all terms and conditions of this Agreement shall be at the applicable per square foot rental rate then being paid by Lessee multiplied by the total number of square feet of Lessee's Leased Premises, due and payable in advance on the first (1<sup>st</sup>) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

6. Section 8 of the Original Agreement is hereby amended in its entirety to read:

8. **EXPANSION.** In the event Lessee desires to expand its Warehouse 1 leasehold into portions of the northern half (1/2) of Warehouse 1 prior to completion of the improvements as addressed in Section 9(b) below, contingent upon full satisfaction of outstanding amounts in Section 5 above, Lessee may request, in advance, in writing to the Port Director, such expansion on a temporary or permanent basis, the grant of any such expansion to be made in the sole discretion of Lessor. The Mayor, in consultation with the Port Director, shall have the sole discretion to determine whether or not to grant any expansion request. If granted, this Lease shall be immediately amended by simple letter agreement between the parties hereto to reflect the revised boundaries of the Leased Premises, with the Mayor having full authority to sign any such agreement.

7. Section 9 of the Original Agreement is hereby amended in its entirety to read:

## 9. IMPROVEMENTS.

### (a) Improvements by Lessee

Lessee may install or construct within the southern half (1/2) of the Warehouse 1 Leased Premises all necessary equipment, fences, loading terminals, storage and maintenance buildings, offices and other facilities necessary to conduct the business herein authorized, with consent or approval by the Lessor. Lessee shall not construct any exterior improvements or alterations or alter or add to any exterior improvements without having first obtained the written consent of Lessor. Lessee shall submit to Lessor detailed plans and specifications for any contemplated exterior improvements or alterations before Lessor shall be required to give such consent, which consent shall not be unreasonably withheld. Lessor shall respond to any such submittal by approving or disapproving the same within thirty (30) business days of receipt; if Lessor fails to disapprove the submitted plans and specifications (and give the reasons for such disapproval) in writing within such thirty (30) business day period, Lessor shall be deemed to have approved the plans and specifications and the contemplated improvements. Lessee shall bear the cost of any such construction or alteration undertaken by Lessee.

Prior to any construction, improvement or alteration, Lessee shall obtain all required permits from all governmental agencies having jurisdiction over the Leased Premises or the activities conducted thereon and any construction, improvements or alterations shall be in accordance with all ordinances, laws, rules and regulations applicable thereto.

After the expiration, termination or cancellation of this Agreement including without limitation a default by Lessee, **except in circumstances as specified in Section 5 above**, Lessee shall remove any and all improvements it has placed or had placed on the Leased Premises or the property over which any easement is hereunder granted in no less than three (3) months from the date of expiration, termination or cancellation, provided however, that the full rent and other charges due under this Agreement shall continue until all such the improvements and alterations are removed, with all said charges being prorated on a daily basis. Further, Lessee shall not remove any of such improvements until it has discharged all of its obligations under this Agreement, including without limitation the payment in full of all rents and other amounts due (except as provided herein to the contrary), and Lessor shall have a lien on such improvements and all other property of Lessee for all delinquent rents and other amounts.

Lessee shall repair any damage to the Leased Premises caused by the removal by Lessee of any improvements from the Leased Premises. Failure by the Lessee to remove any improvements, alterations, or other property, real or



personal, within the three (3) month period shall constitute an abandonment of said property and Lessee agrees that any such property shall become the property of the Lessor. Further, Lessee shall reimburse Lessor for any and all costs resulting from any requirement for the Lessor to remove, store, alter, or in any way dispose of all property left by Lessee. During any such period, Lessee shall not introduce or store any new property in or about the Leased Premises or undertake any other business activity in the Leased Premises or at the Port except for the removal of such improvements, equipment, materials and property previously stored in the Leased Premises.

**(b) Lessor Improvements.**

The parties acknowledge the Lessor contemplates the construction of certain improvements pursuant to FDOT Transportation Economic Development Project Fund Agreement FPN# 422354-2-94-01 ("Grant"), attached hereto as Exhibit B and incorporated herein by this reference, provided however, only to the extent such Lessor improvements may be designed and constructed by Lessor at a cost not to exceed the total amount of project funding provided by the Grant.

In the event the desired improvements are deemed, by the Port Director with the prior consent of the City Chief Financial Officer, to exceed Grant budgetary parameters, the Port Director with the prior consent of the City Chief Financial Officer, in their sole discretion may either terminate such improvements, evaluate reduction in project scope and design to assess feasibility of improvements, or, contingent upon full satisfaction of outstanding amounts in Section 5 above, permit Lessee to pay, at Lessee's sole cost and expense, in advance of any construction, one hundred percent (100%) of any cost in excess of budgetary parameters and any associated costs.

As provided in Section 4 above and Section 6(b) above, upon completion of Lessor's improvements in this Section 9(b), Lessee shall occupy and pay rent on the total space of Warehouse 1. Upon occupation of Warehouse 1 hereunder, Lessee shall simultaneously become solely responsible, at Lessee's sole cost and expense, for maintaining the improvement in strict accordance with all manufacturer guidelines, any applicable Grant guidelines, and to the satisfaction of Lessor. Lessor may, in Lessor's discretion, inspect improvements as Lessor deems necessary.

Notwithstanding anything in this Agreement to the contrary, title to improvements in this Section 9(b) shall vest in Lessor upon completion and shall in no event be removed by Lessee.

8. Section 14 of the Original Agreement is hereby amended in its entirety to read:

14. **DOCKAGE FEES.** With the exception of the fees addressed in Section 5 above, unless otherwise requested on a case-by-case basis by Lessee and

approved by Lessor, dockage fees assessed against vessels calling at Lessee's facility shall be billed to and paid by Lessee. The dockage rate for all vessels calling at Lessee's facility shall be sixty percent (60%) of the applicable full Port Tariff rates then in effect, or the any applicable frequency or volume incentive rate requested by Lessee and approved by the Port Director in accordance with applicable provisions of the Port Tariff.

9. Section 15 of the Original Agreement is hereby amended in its entirety to read:

15. **VESSEL SECURITY AND HARBOR FEES.** With the exception of the fees addressed in Section 5 above, unless otherwise requested on a case-by-case basis by Lessee and approved by Lessor, vessel security and harbor fees assessed against vessels calling at Lessee's facility shall be billed to and paid by Lessee. Vessel security and harbor fees shall be assessed at one hundred percent (100%) of the Port Tariff rates then in effect.

10. Section 20 of the Original Agreement is hereby amended in its entirety to read:

20. **UTILITIES.** For any required utilities, Lessee shall arrange for direct billing with the appropriate utility provider. If direct billing is not possible due to the placement or routing of utility infrastructure, Lessor and Lessee shall develop a mutually agreeable methodology by which the Lessor will bill the Lessee its pro-rata share of those utilities. Construction, installation and maintenance of any improvements to utility infrastructure required to support Lessee's operations shall be at the sole cost and expense of Lessee, other than construction of any utility infrastructure under Section 9(b) above that are within budgetary parameters. This stipulation does not apply to the provision of potable water to vessels, which is a service provided by the Port of Pensacola, Operations Division. Provision of potable water to vessels must be requested in advance in accordance with Port Tariff Item 440 and all applicable fees as expressed in Port Tariff Item 440 and Port Tariff Item 442 will be assessed to the party responsible for payment of vessel fees as described in Section 14 and 15 of this Agreement.

11. Section 21 of the Original Agreement is hereby amended in its entirety to read:

21. **MAINTENANCE.** Lessee shall maintain the leasehold improvements of whatever nature situated on the Leased Premises at its own expense. Lessee shall at all times maintain the Leased Premises in a safe, neat and orderly manner; free from trash, debris or other unsafe, unsightly or unsanitary matter. Should Lessee fail to maintain the Leased Premises in a safe, neat and orderly manner, the Lessor reserves the right to intervene in the resolve such matters after a period of seventy-two (72) hours. All costs for such intervention by the Lessor will be the responsibility of Lessee, at Lessee's sole cost and expense, pursuant to the Port of Pensacola Terminal Tariff. Lessor's obligation, if any, to maintain the Leased Premises shall be

limited to major structural components, including but not necessarily limited to those items listed in Section 23. All other maintenance, including maintenance of any and all improvements constructed or placed by the Lessee, shall be the responsibility of the Lessee, at Lessee's sole cost and expense.

With the exception of improvements pursuant to Section 9(b) above, Lessee has the right to make any and all repairs to the Leased Premises or the supporting improvements that are the responsibility of Lessor to correct conditions that immediately and significantly threaten its leasehold improvements, warehouse contents, or operations thereof. Lessee shall notify Lessor of any such intended repair action at least fifteen (15) days prior to the work being performed unless said work must be performed immediately to address an emergency situation (i.e., to prevent the threat of imminent property damage or personal injury or a material interruption of Lessee's business operations), in which event Lessee may perform such work immediately without notice or expiration of a waiting period (but Lessee shall notify Lessor of such repair work as soon as practicable following initiation of emergency repair efforts). Notwithstanding the foregoing, in no event shall Lessee have the right to proceed with work until approved by the Port Director. This provision will not be exercised unreasonably by Lessor or Lessee, but is intended to allow Lessee to protect the substantial investment being made in the leasehold improvements and Lessee's business operation. If Lessee undertakes repairs that are the responsibility of Lessor, upon approval of Lessor, Lessor shall reimburse Lessee for the reasonable and necessary costs and expenses incurred by Lessee therefore.

12. Section 23 of the Original Agreement is hereby amended in its entirety to read:

**23. REPRESENTATIONS CONCERNING CONDITION.** Lessor warrants and represents that the real property of the Leased Premises, and excepting any improvements under Section 9 above, are in good and serviceable condition and in compliance with all applicable laws, codes and regulations with respect to all major structural components including, but not limited to, the following:

- (a) roof and structural components thereof
- (b) exterior walls and structural components thereof
- (c) gutters/drains/downspouts
- (d) plumbing, drains and storm drains
- (e) basic electrical supply and distribution
- (f) foundation and loading docks
- (g) doors (personnel and cargo)

13. Section 35 of the Original Agreement is hereby amended in its entirety to read:

**35. SURRENDER.** Subject to the provisions of Section 5 above, upon the

expiration or termination of this Lease for any cause, Lessee shall peaceably deliver up the Leased Premises to the Lessor in the same condition as existed, on the date of this Agreement, ordinary wear and tear, excepted, with all improvements to become the sole property of the Lessor and to be surrendered by Lessee in same or better condition as upon completion of installation.

14. Section 36 of the Original Agreement is hereby amended in its entirety to read:

36. **DEFAULT.** Prompt payment by Lessee of all rents and other monetary obligations hereunder at the time the same becomes due and payable and the prompt and faithful performance of all the terms and conditions hereof are the conditions upon which this Lease Agreement is made. With the exception of the provisions of Section 5 above, in the event that Lessee should fail to comply with the terms of this Lease, and said default shall continue for a period of thirty (30) days after written notice to Lessee, Lessor, at its option, may declare this Lease terminated and may pursue all legal options available to it. If the default is a non-monetary default, Lessor shall not terminate the Lease or exercise any other right or remedy provided that Lessee is diligently proceeding to cure said default.

If Lessor defaults in the performance or observance of any provision of this Lease Agreement, Lessee shall give Lessor notice specifying in what manner Lessor has defaulted and if such default shall not be cured by Lessor within thirty (30) days after the delivery of such notice (except that if such default cannot be cured within said thirty (30) day period, this period shall be extended for a reasonable additional time, provided that Lessor commences to cure such default within the thirty (30) day period and proceeds diligently thereafter to effect such cure), then, in addition to such other remedies as are available at law or in equity, Lessee may cure such default and invoice Lessor for the reasonable and necessary costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by Lessee therefore

15. Section 38 of the Original Agreement is hereby amended in its entirety to read:

38. **NOTICES.** Any notices required by this Lease Agreement or by law to be sent to Lessor shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or certified mail, return receipt requested, addressed to Lessor as follows:

Port Director  
Port of Pensacola  
700 South Barracks Street  
Pensacola, Florida 32502

with a copy to:  
City of Pensacola  
Attn: City Administrator  
222 W. Main Street

Pensacola, Florida 32502

Any notices required by this Lease Agreement or by law to be sent to Lessee shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or certified mail, return receipt requested, addressed to Lessee as follows:

Chief Financial Officer  
Offshore Inland Marine & Oilfield Services  
640 S. Barracks St.  
Pensacola, FL 32502

Either party may change the above address by providing 10 days advance written notice to the other party.

16. Section 39 of the Original Agreement is hereby amended in its entirety to read:  
39. **ADMINISTRATION OF AGREEMENT.** The Port Director shall serve as administrator of this Agreement on behalf of the Lessor. Administrator of this Agreement on behalf of the Lessee shall be the Chief Financial Officer.
17. Section 41 of the Original Agreement is hereby amended in its entirety to read:  
41. **TAXES.** During the term of this Agreement, Lessee shall be responsible for all taxes and assessments levied on the Leased Premises and improvements, including all improvements under Section 9 above, regardless of whether Lessee or Lessor is billed.
18. Section 42 of the Original Agreement is hereby deleted in its entirety.
19. New Section 42 of the Original Agreement is hereby created to read:  
42. **PUBLIC RECORDS.** 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.
20. New Attachment A to the Original Agreement is hereby created to read:

*(attached hereto as Attachment A to this Amendment No. 1)*

3. The remainder of the Agreement not amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Original Agreement.

**CITY OF PENSACOLA, FLORIDA**

**OFFSHORE INLAND & MARINE  
OILFIELD SERVICES, INC. .**

\_\_\_\_\_  
Mayor, Ashton J. Hayward, III

Attest:

By \_\_\_\_\_  
President

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

Attest:

SEAL

By: \_\_\_\_\_  
Corporate Secretary

(SEAL)

Witnesses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witnesses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney

Approved As To Substance:

\_\_\_\_\_  
Department Director/Division Head

## **Attachment "A"**

**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](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00254

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

NEW MARKET TAX CREDIT UNWIND

### **RECOMMENDATION:**

That City Council authorize the Mayor to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction. This includes but is not limited to executing an Interlocal Agreement with the Community Maritime Park Associates, Inc. (CMPA) and the Community Redevelopment Agency (CRA) to terminate the Project Support Payments to the CMPA. Further, as provided in the CMPA Articles of Incorporation, that the City accept the CMPA's distributed assets. In addition, that upon NMTC unwind, when the City owns the CTA Investment Fund that City Council authorize the Mayor to forgive the loans made to the CMPA.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

In order to finance the development and construction of the public improvements at the Maritime Park, the City of Pensacola issued Redevelopment Revenue Bonds in December 2009. Approximately \$39.8 million of the bond proceeds were loaned by the City to CTA Investment Fund, LLC (the "Investor") and combined with other funds of the Investor to make equity investments in three separate Community Development Entities (CDEs) to take advantage of New Market Tax Credits (NMTC) under Section 45D of the Internal Revenue Code of 1986 and Section 288 of the Florida Statutes.

With these funds, the CDEs made mortgage loans to the CMPA on May 27, 2010 totaling approximately \$54 million to finance the public use portion of the Maritime Park. The loans have required monthly interest payments which have been paid from Project Support payments received by the CMPA from the CRA. Effective July 1, 2017, monthly principal payments will begin and continue through final maturity in 2040 unless the NMTC structure is collapsed.

The City entered into a "put and call" agreement with U.S. Bancorp Community Development Corporation (USBCDC), the owner of 100% of the Investor. The agreement allows the USBCDC to "put" its interest in the Investor to the City. If USBCDC exercises this option, the City will pay a purchase price of \$1,000 plus any transfer or closing costs. In the event the "put" is not exercised, the City can exercise a "call" option to

purchase the ownership interest in an amount equal to the fair value of the interest.

The “put and call” option becomes exercisable after May 27, 2017, seven (7) years after the NMTC transaction originated. Per conversations with USBCDC, it is contemplated that the “put” option will be exercised therefore City Staff has been consulting with NMTC attorneys in preparation of the exit strategy. Once the “put” option is exercised, the City will own the CTA Investment Fund and its interest in the CDEs. The City will have the option to cause the CDEs to distribute to the City the loans from the CDEs to the CMPA and following such distribution, to forgive the loans to the CMPA.

Upon loan forgiveness, the NMTC structure will be collapsed and the compliance requirements will no longer be in effect. At that time a Supplemental Interlocal Agreement will be executed to terminate the Project Support payments from the CRA to the CMPA so that the CRA can make such payments to fund debt service on the Redevelopment Revenue Bonds. Finally the CMPA’s CDE Management Reserve bank accounts funded during origination of the NMTC transaction to pay the CDE annual loan servicing will be exhausted when the final payment is paid to the CDEs on May 1, 2017.

At the CMPA Board of Trustees Meeting on March 22, 2017 the Trustees unanimously approved the following action:

That the CMPA Board of Trustees authorize Chairman Reeves to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction, included but not limited to executing an Interlocal Agreement with the City and Community Redevelopment Agency to terminate the Project Support payments. Further that the Board authorize the Chairman to distribute CMPA’s assets to the City as outlined in CMPA’s Articles of Incorporation and wrap up the financial affairs of the CMPA.

The CRA will be considering the following item at its CRA Board Meeting on Monday, April 10, 2017:

That CRA authorize the CRA Chairperson to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction, included but not limited to executing an Interlocal Agreement with the Community Maritime Park Associates, Inc. (CMPA) and the CRA to terminate the Project Support Payments to the CMPA.

#### **PRIOR ACTION:**

March 27, 2006 - City Council approved an Interlocal Agreement between the City and the CRA providing for financial assistance in the development, design, constructing and equipping of infrastructure and public improvements at the Community Maritime Park.

March 27, 2006 - City Council approved the Master Development Agreement and Master Lease Agreement between the City and the CMPA related to the development, construction and operation of the Community Maritime Park.

October 9, 2006 - City Council adopted Resolution 34-06 declaring its intention to finance certain capital expenditures for the Community Maritime Park through the issuance of new debt.

October 8, 2009 - City Council adopted Resolution 33-09 authorizing the issuance of Redevelopment Revenue Bonds, Series 2009 and approved all actions necessary to complete the sale. Further, that Bonds be issued in an amount not to exceed \$48 million.

March 11, 2010 - City Council adopted Resolution 03-10 designating the CMPA as an instrumentality of the City and accepting the power to appoint and remove Trustees of the CMPA.

May 13, 2010 - City Council adopted Resolution 14-10 amending Resolution 33-09 (Redevelopment Revenue Bonds, Series 2009).

May 13, 2010 - City Council adopted Resolution 15-10 authorizing the City Manager to execute all documents necessary to obtain NMTC funding for the Community Maritime Park.

May 13, 2010 - City Council approved the Omnibus Amendment to the March 27, 2006 Master Development Agreement and Master Lease Agreement between the City and the CMPA.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

There is no financial impact to the City. The funds for the estimated transfer and closing costs are appropriated in the CRA Fiscal Year 2017 Budget.

**CITY ATTORNEY REVIEW:** Yes

3/31/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00241

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - VIDEO DETECTION EQUIPMENT

**RECOMMENDATION:**

That City Council authorize the Mayor to execute and implement a Joint Participation Agreement (JPA) with FDOT for the purchase of Video Detection Equipment to be installed at certain state-owned intersections within the City. Further, that City Council adopt a supplemental budget resolution appropriating the funds from the FDOT. Finally that City Council authorize the Mayor to take any and all actions necessary to execute and implement the JPA with the FDOT.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has requested \$57,250 from FDOT to purchase Video Detection Equipment for the following intersections that are State owned within City limits:

- E. Garden Street and S. Palafox Street
- W. Garden Street and S. "A" Street
- W. Cervantes Street and N. "A" Street
- S. Pace Boulevard and Barrancas Avenue

More specifically, this equipment will provide improved vehicular detection of traffic at the intersections versus placement of the in-ground conductive loops that are cut into the pavement surface, which is considered dated-technology. With this advanced technology, trouble shooting the traffic signals/intersections will be expedited and traffic lanes will not have to be closed to perform any kind of repair. This results in maintenance cost savings to the City for each location and less impact and delay to the traveling public. These locations are also located within the FY17 Street Rehabilitation Project (groups 7, 8, and 9) area and would result in a cost savings to each group due to the omission of new traffic loops placed in the pavement, because of this updated technology.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$57,250

Actual: \$57,250

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the funding from the FDOT, per the JPA for the referenced improvements. There will be no required re-payment of the subject funds to FDOT.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

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

**ATTACHMENTS:**

- 1) Joint Participation Agreement
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Explanation

**PRESENTATION:** No

Financial Project Number(s): N/A  
COUNTY: ESCAMBIA

**JOINT PROJECT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF PENSACOLA**

**Video Detection Equipment**

This AGREEMENT is between the State of Florida Department of Transportation (the "DEPARTMENT"), and the City of Pensacola, with offices at 222 West Main Street Pensacola, FL 32502 (the "CITY"). The DEPARTMENT and the CITY are sometimes referred to in this AGREEMENT as a "Party" and collectively as the "Parties."

1. The Parties are desirous of having the CITY install video detection equipment at four locations identified within this agreement, identified to the Parties as the "PROJECT"; and
2. The DEPARTMENT is prepared to reimburse the CITY for direct costs of purchasing video detection cameras for the PROJECT in an amount up to but not to exceed FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$57,250.00) that it has allocated in the fiscal year designated as FY 2018; and
3. This AGREEMENT is in the best interest of both the Parties, and it would be more practical, expeditious, and economical for the CITY to perform such activities; and
4. The CITY by a vote of its City Commission on \_\_\_\_\_, 2017 has authorized the proper CITY officials to enter into this AGREEMENT. A copy of the resolution is included on Exhibit "C."

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, and in compliance with Sections 334.044 and 339.12, Florida Statutes, F.S., the Parties agree to the following:

**5 – SERVICES AND PERFORMANCE**

- A. The recitals set forth in paragraphs 1-4 above are true and correct and are deemed incorporated herein.
- B. The CITY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and adhere to the criteria for evaluating successful completion. The PROJECT and the

quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A" – Scope of Services.

- C. The CITY shall obtain any and all necessary permits as required for completion of the PROJECT.
- D. The CITY agrees that all work performed and materials used in administering the PROJECT shall be in accordance with the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, Design Standards and Federal Manual of Uniform Traffic Control Devices ("MUTCD"), the DEPARTMENT'S Structures Design Manual, the DEPARTMENT'S Plans Preparation Manual ("PPM"), Manual for Uniform Minimum Standards for Design, Rule 14-51, Florida Administrative Code, and the DEPARTMENT'S Traffic Engineering Manual ("TEM"). The CITY shall not perform any work and/or use any materials in administering the PROJECT which are not in accordance with the foregoing without the prior written consent of the DEPARTMENT.
- E. If the CITY hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, F.S.).
- F. The CITY shall not sublet, assign or transfer this AGREEMENT without prior written consent of the DEPARTMENT.
- G. Upon completion of the work authorized by this AGREEMENT, the CITY shall notify the DEPARTMENT in writing of completion.
- H. The CITY:
  - i). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of the AGREEMENT; and
  - ii). Shall expressly require any subcontractors performing work or providing services pursuant to the AGREEMENT to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the AGREEMENT.
- I. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:



**FOR THE CITY:**

City of Pensacola  
222 West Main Street  
Pensacola, FL 32502  
Attn: L. Derrik Owens, Public Works Director

**FOR THE DEPARTMENT:**

Florida Department of Transportation  
District Traffic Operations Office  
Post Office Box 607  
Chipley, Florida 32428  
Attn: Kenneth Shiver, District Traffic Systems Specialist

**6 – COMPENSATION AND PAYMENT**

- A. The DEPARTMENT shall reimburse the CITY for direct costs of the PROJECT actually incurred by the CITY, excluding CITY overhead, in an amount up to but not to exceed **FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$57,250.00)** that the DEPARTMENT has allocated in its fiscal year designated as FY 2018 for services described in Exhibit “A” – Scope of Services. It shall be noted that any accrued funding allocated by the DEPARTMENT in any previous fiscal year toward the PROJECT shall be permitted to “roll over” to be available for expenditure by the CITY in subsequent fiscal years. Any additional costs, or other items not covered by this AGREEMENT shall be the CITY’S sole responsibility. The Method of Compensation is included as Exhibit “B.”
- B. The DEPARTMENT shall reimburse the CITY contingent upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall include a copy of the canceled check tendered by the CITY to the consultant/contractor/vendor who performed the work or provided services or materials under the PROJECT. Supporting documentation shall also include dates of services and items of work performed on the PROJECT.
- C. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable deliverables as established in Exhibit “A” – Scope of Services. Deliverables must be received and accepted in writing by the DEPARTMENT’s Project Manager or designee prior to reimbursements.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” – Scope of Services was met.

- i). See the Exhibit "B" for additional measurement and payment provisions.
- E. The CITY may receive progress payments for deliverables based on documented expenses incurred in support of the PROJECT, and where applicable the vendor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapter 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the CITY is unsatisfactory, the DEPARTMENT shall notify the CITY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The CITY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the CITY 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 CITY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the CITY resolves the deficiency. If the deficiency is subsequently resolved, the CITY may bill the DEPARTMENT for the retained amount during the next billing period. If the CITY is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. The CITY should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days unless bid specifications, purchase order, or the AGREEMENT specifies otherwise. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- H. If a payment is not available within forty (40) days after receipt of a properly completed invoice, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices that have to be returned to the CITY because of CITY 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.

- I. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- J. The DEPARTMENT shall make payment(s) by check payable to the City of Pensacola, and forward payment(s) to: L. Derrik Owens, 222 West Main Street Pensacola, FL 32502.
- K. 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 one (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 \$25,000.00 and which have a term for a period of more than one (1) year.
- L. The DEPARTMENT'S obligation to pay under this section is contingent upon an annual appropriation of the Florida Legislature.
- M. 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 for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the CITY'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.
- N. There shall be no reimbursement for travel expenses under this AGREEMENT.
- O. The DEPARTMENT shall have the right to retain out of any payment due the CITY under this AGREEMENT an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the CITY on any other Agreement between the CITY and the DEPARTMENT.
- P. PROJECT costs eligible for DEPARTMENT participation shall be allowed only for costs incurred after the date of final execution of this AGREEMENT.

## 7 – INDEMNITY 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 the 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 CITY guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the CITY or any subcontractor, in connection with this AGREEMENT. Additionally, the CITY agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this AGREEMENT.

“To the fullest extent permitted by law the CITY’S contractor shall indemnify and hold harmless the CITY, the State of Florida, Department of Transportation, and its 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 contractor and persons employed or utilized by contractor in the performance of this Contract.

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 CITY’S sovereign immunity.

To the fullest extent permitted by law, the CITY’S consultant shall indemnify and hold harmless the CITY, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the 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 CITY’S sovereign immunity.”

- B. If the CITY obtains a contractor/consultant for the PROJECT, The CITY shall carry or cause its contractor/consultant to carry and keep in force during the period of this AGREEMENT a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this AGREEMENT. In addition to any other forms of insurance or bonds required under the terms of the AGREEMENT, when it includes construction within the limits of a railroad right-of-way, the CITY must provide

or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended. The CITY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. With respect to any general liability insurance policy required pursuant to this AGREEMENT, all such policies shall be issued by companies licensed to do business in the State of Florida. The CITY shall provide to the DEPARTMENT certificates showing the required coverage to be in effect with endorsements showing the DEPARTMENT to be an additional insured prior to commencing any work under this AGREEMENT. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days advance notice shall be given to the DEPARTMENT or as provided in accordance with Florida law.

## **8 – COMPLIANCE WITH LAWS**

- A. The CITY shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CITY in conjunction with this AGREEMENT. Specifically, if the CITY is acting on behalf of a public agency the COUNTY shall:
1. Keep and maintain public records required by the DEPARTMENT in order to perform the services being performed by the CITY.
  2. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and upon request from the DEPARTMENT, provide the DEPARTMENT with a copy of the requested record at no cost to the DEPARTMENT.
  3. 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 and following completion of the AGREEMENT if the CITY does not transfer the record to the DEPARTMENT.
  4. Upon completion of the AGREEMENT, transfer, at no cost to the DEPARTMENT, all public records related to the AGREEMENT in possession of the CITY or keep and maintain public records required by the DEPARTMENT to perform the service. If the CITY transfers all public records to the DEPARTMENT upon completion of the AGREEMENT, the CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of the AGREEMENT, the CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT'S custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

Failure by the CITY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT. The CITY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the CITY and shall promptly provide the DEPARTMENT a copy of the CITY'S response to each such request.

- B. The CITY warrants that it has not employed or obtained any company or person, other than bona fide employees of the CITY to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the CITY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the AGREEMENT without liability.
- C. The CITY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof. The CITY shall not discriminate on the grounds of race, color, religion, sex or national origin in performance of work under this AGREEMENT.
- D. This AGREEMENT is governed by and shall be construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this AGREEMENT shall be in Leon County, Florida.
- E. No funds received pursuant to this AGREEMENT may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- F. The CITY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this AGREEMENT.
- G. Any PROJECT funds made available by the DEPARTMENT pursuant to this AGREEMENT which are determined by the DEPARTMENT to have been expended by the CITY 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 CITY 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.
- H. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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, for CATEGORY TWO for a period of 36

months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

## **9 – TERMINATION AND DEFAULT**

- A. If the DEPARTMENT determines the performance of the CITY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the AGREEMENT, or (b) notifying the CITY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the AGREEMENT will be terminated at the end of such time, or the DEPARTMENT will take whatever action is deemed appropriate by the DEPARTMENT.
- B. The DEPARTMENT may cancel this AGREEMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to terminate or cancel this AGREEMENT in the event the CITY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this AGREEMENT in the event of an assignment being made for the benefit of creditors. This AGREEMENT may be canceled by the CITY upon (60) sixty days written notice to the DEPARTMENT.
- C. If the DEPARTMENT requires termination of the AGREEMENT for reasons other than unsatisfactory performance of the CITY, the DEPARTMENT shall notify the CITY of such termination, with instructions to the effective date of termination or specify the stage of work at which the AGREEMENT is to be terminated.
- D. If the AGREEMENT is terminated before performance is completed, the CITY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the CITY.

## **10 - MISCELLANEOUS**

- A. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is



further agreed that no modification, amendment, or alteration in the terms and conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- B. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the CITY under any circumstances without the prior written consent of the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.
- C. In no event shall the making by the DEPARTMENT of any payment to the CITY 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 CITY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- D. Unless otherwise provided herein or by Amendment, the provisions of this AGREEMENT will remain in full force and effect until the PROJECT is completed and appropriate reimbursements are made, or for a one (1) year term from the date of execution of this AGREEMENT, whichever occurs first.
- E. The CITY agrees to comply with, and to incorporate in all subcontracts the obligation to comply with, Section 20.055(5), Florida Statutes and Section 255.0991, Florida Statutes.
- F. The effective date of this AGREEMENT shall be the latest date on which a party executes this AGREEMENT.

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IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the dates set forth below.

CITY OF PENSACOLA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ (Seal)

LEGAL REVIEW:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Phillip Gainer, P.E.  
District Secretary  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Krissy Cook  
Executive Secretary (Seal)

LEGAL REVIEW:

By: \_\_\_\_\_  
Office of the General Counsel

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## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **Video Detection Equipment**

##### **Project Summary:**

This PROJECT involves the deployment of GRIDSMART video detection equipment at four intersections within the City of Pensacola. The use of GRIDSMART video detection allows the CITY to have versatility with the video detection equipment including traffic monitoring within the four intersection as well as collecting traffic data.

##### **Scope of Services/Deliverables:**

The Scope of Services for this AGREEMENT includes all work, labor, activities, services, materials and equipment that is necessary to successfully install a GRIDSMART video detection system at the intersections identified below in the City of Pensacola.

Intersection	Number of Cameras	Camera Type
Garden Street & Palafox Street	1	Single
Garden Street & A Street	1	Single
Cervantes Street & A Street	1	Single
Pace Boulevard & Barrancas Avenue	2	Dual

All parts, cabling, hardware, installation and integration will be the responsibility of the City of Pensacola.

##### **Benefits of Deployment:**

Benefits to the CITY addressed in this AGREEMENT will provide more efficient overall traffic management through the corridor by providing better tools to the traffic management system operations personnel. It provides increased traffic monitoring, increased data collection capabilities and reporting and overall safety of the public utilizing the public infrastructure.

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**EXHIBIT "B"**  
**METHOD OF COMPENSATION**

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Services) of this AGREEMENT, the DEPARTMENT shall reimburse The CITY for direct costs of the PROJECT actually incurred by the CITY, excluding CITY overhead, in an amount up to but not to exceed **FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$57,250.00)**. The DEPARTMENT shall reimburse up to but not exceeding \$13,500 for single camera units and up to but not exceeding \$17,200 for the dual unit. Method of Compensation shall be based on 3 single units and 1 dual unit with proper documentation of Invoice from vendor. Invoices and other backup documentation shall be clearly associated with the goal of procurement of video detection equipment for use within four intersections as stated in this AGREEMENT. Utilization of funding for the intended purpose under the terms of this AGREEMENT shall be plainly evident, otherwise the CITY should seek advance approval from the DEPARTMENT prior to expenditure of the funds. The DEPARTMENT in some cases may require a memorandum of justification or clarification from the CITY as backup for certain expenditures reimbursable under the terms of this AGREEMENT.

The CITY may receive progress payments up to the DEPARTMENT's participation limit for deliverables based on documentation of Invoice from vendor, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

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**EXHIBIT "C"**

**BOARD OF COUNTY COMMISSION**  
**RESOLUTION OR MEETING MINUTES**  
**FOR VIDEO DETECTION EQUIPMENT**

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**RESOLUTION**

**NO.   -**

**A RESOLUTION  
TO BE ENTITLED:**

**A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**A. SPECIAL GRANTS FUND**

As Reads	State Grants	1,463,089
To:		
Reads	State Grants	1,520,339
As Reads	Personal Services	7,585,962
To:		
Reads	Personal Services	7,643,212

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****APRIL 2017 - JPA WITH FDOT - VIDEO DETECTION EQUIPMENT**

FUND		AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>			
Estimated Revenues			
State Grants		57,250	Increase estimated revenue for State Grants
Total Revenues		<u>57,250</u>	
Appropriations			
Capital Outlay		57,250	Increase appropriation for Capital Outlay
Total Appropriations		<u>57,250</u>	





Memorandum

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**File #:** 17-21

City Council

4/13/2017

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**LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-21 - JOINT PARTICIPATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION - VIDEO DETECTION EQUIPMENT

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 17-21.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017: PROVIDING FOR THE EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has requested \$57,250 from the Florida Department of Transportation (FDOT) to purchase Video Detection Equipment for the following intersections that are State owned within City limits:

- E. Garden Street and S. Palafox Street
- W. Garden Street and S. "A" Street
- W. Cervantes Street and N. "A" Street
- S. Pace Boulevard and Barrancas Avenue

More specifically, this equipment will provide improved vehicular detection of traffic at the intersections versus placement of the in-ground conductive loops that are cut into the pavement surface, which is considered dated-technology. With this advanced technology, trouble shooting the traffic signals/intersections will be expedited and traffic lanes will not have to be closed to perform any kind of repair. This results in maintenance cost savings to the City for each location and less impact and delay to the traveling public. These locations are also located within the FY17 Street Rehabilitation Project (groups 7, 8, and 9) area and would result in a cost savings to each group due to the omission of new traffic loops placed in the pavement, because of this updated technology.

**PRIOR ACTION:**

NONE

**FUNDING:**

Budget: \$57,250.00 FDOT - JPA

Actual: \$57,250.00

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the funding from the FDOT, per the JPA for the referenced improvements. There will be no required re-payment of the subject funds to FDOT.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

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

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 17-21
- 2) Supplemental Budget Explanation No. 17-21

**PRESENTATION:** No

**RESOLUTION  
NO. 17-21**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

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

**A. SPECIAL GRANTS FUND**

As Reads	State Grants	1,463,089
To:		
Reads	State Grants	1,520,339
As Reads	Personal Services	7,585,962
To:		
Reads	Personal Services	7,643,212

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****APRIL 2017 - JPA WITH FDOT - VIDEO DETECTION EQUIPMENT**

FUND		AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>			
Estimated Revenues			
State Grants		57,250	Increase estimated revenue for State Grants
Total Revenues		<u>57,250</u>	
Appropriations			
Capital Outlay		57,250	Increase appropriation for Capital Outlay
Total Appropriations		<u>57,250</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 04-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor  
City Council Member Sherri F. Myers

**SUBJECT:**

PROPOSED ORDINANCE NO. 04-17 - REPEALING SECTION 10-4-16(c) OF THE CITY CODE -  
INSTALLATION OF SERVICES

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 04-17 repealing Section 10-4-16(c) of the city code on second reading.

AN ORDINANCE REPEALING SECTION 10-4-16(c) OF THE CODE OF THE CITY  
OF PENSACOLA, FLORIDA, INSTALLATION OF SERVICES; PROVIDING FOR  
SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On October 6, 2008, the City Council voted to suspend Section 10-4-16 of the Code of the City of Pensacola regarding the installation of natural gas piping services.

On September 22, 2011 the City Council adopted Ordinance No. 21-11 reinstating installation services and a gas piping fee, while also proposing that Pensacola Energy develop a program in partnership with local plumbers to retain and grow customers through the promotion of natural gas appliances. The Plumbing Partnership Program was initiated in 2012.

The Mayor has directed Pensacola Energy to suspend services authorized under Section 10-4-16(c) until City Council has taken action on a proposed ordinance repealing Section 10-4-16(c). With City Council's approval to repeal Section 10-4-16(c), Pensacola Energy installation services for natural gas piping and appliances would no longer be authorized. Pensacola Energy will continue with the Pilot Lite Program as well as respond to emergency safety calls including calls when the odor of gas is detected. Pensacola Energy will take whatever measures would be necessary to ensure the immediate safety of their customers. Any major repairs or installations would be the responsibility of the customer. Therefore, Pensacola Energy would no longer be

authorized to provide these services.

**PRIOR ACTION:**

October 6, 2008 - City Council voted to suspend Section 10-4-16 of the City Code.

September 22, 2011 - City Council adopted Ordinance No. 21-11 reinstating installation services. and a gas piping fee.

March 9, 2017 - City Council adopted Proposed Ordinance No. 04-17 on first reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Approval of the repeal of Section 10-4-16(c) would have minimal financial impact in Fiscal Year 2017.

**CITY ATTORNEY REVIEW:** Yes

2/22/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 04-17

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 04-17

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE REPEALING SECTION 10-4-16(c) OF THE CODE OF  
THE CITY OF PENSACOLA, FLORIDA, INSTALLATION OF  
SERVICES; PROVIDING FOR SEVERABILITY; REPEALING  
CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 10-4-16 of the Code of the City of Pensacola, Florida, is hereby  
amended to read as follows:

Sec. 10-4-16. - Installation of services.

- (a) The city will install for any new customer of its gas service a service line measuring from the gas main to the proposed meter site. For such portion of any such service line, the customer shall pay an installation charge equal to the cost of such installation minus the estimated net first annual revenue to the city derived from the sale of gas at the service address, such estimate to be determined by a representative of Energy Services of Pensacola. There shall be no installation charge if the estimated net first annual revenue exceeds the cost of installation.
- (b) The city may perform work on its distribution system upon customer or contractor request. Where applicable, the customer or contractor will pay a charge to offset the labor and materials expense as determined by a representative of Energy Services of Pensacola.
- (c) ~~The city will offer installation services for natural gas piping and natural gas appliances. Services include but are not limited to gas piping installation for cell towers, natural gas generators, water heater replacements, water heater conversions, miscellaneous house piping, and subcontracting services to builders in the new home construction market throughout the ESP franchise area. Pricing is based on standard vehicle costs, labor costs including overhead plus a moderate markup over cost that will not exceed twenty (20) percent. Any applicable rebates will be deducted from the installation charge. Work may be done by outside contractor or ESP staff.~~

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



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

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00260

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Sherri F. Myers

**SUBJECT:**

OVERRIDE MAYOR ASHTON HAYWARD'S VETO OF MARCH 14, 2017 OF THE CITY COUNCIL ACTION ITEM #17-00186, BEGIN THE PROCESS FOR HIRING A BUDGET ANALYST, PASSED BY CITY COUNCIL ON MARCH 9, 2017.

**RECOMMENDATION:**

That City Council vote to override Mayor Ashton Hayward's Veto, dated March 14, 2017, of City Council legislative action item #17-00186 pertaining to the City Council beginning the process of hiring a Budget Analyst, which City Council passed on March 9, 2017.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On November 4, 2014 the citizens of Pensacola passed, via referendum vote, a Charter Amendment stating in part, "The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council:...Budget Analyst, Legal Aide, Council Executive, Executive Assistant, Other Staff..." This amendment is found within the City Charter under the enumerated Powers and Duties of the City Council, Section 4.02(a) (6).

On February 12 (first reading) and March 12 (second reading and adoption) of 2015, the Office of City Council was established through Ordinance No. 05-15, each passing without a Mayoral Veto being offered.

On March 17 (first reading) and April 14 (second reading and adoption) of 2016, the position of Budget Analyst to the City Council was established (in accordance with City Charter 4.02(a) (6) via Ordinance No. 10-16, each passing without a Mayoral Veto being offered.

A 2016-2017 proposed budget was offered by the Mayor wherein funds were included for City Council Staff; also included was an organizational chart showing the position of Budget Analyst to the City Council. This proposed budget was approved by the City Council on September 14, 2016, passing without a Mayoral Veto being offered.

On March 9, 2017 the City Council passed a Legislative Action item to, "...begin the hiring process for a

Budget Analyst in accordance with City Charter 4.02(a) (6).”

On March 14, 2017 City Council was notified of the Mayoral Veto of this Legislative Action item, an item which functioned as an implementation of City Charter and in accordance with previously adopted City Ordinances.

The Charter of the City of Pensacola provides for enumerated Powers and Duties as an expressed will of the Citizens of Pensacola; it is therefore imperative that City Council override this Veto action of the Mayor in order to protect the will of the people.

**PRIOR ACTION:**

July 14, 2014 - City Council approved on first reading, Proposed Ordinance No. 31-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot

August 11, 2014 - City Council adopted Ordinance No. 28-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot

November 4, 2014 - Charter Amendment passed via referendum vote requiring the City Council to establish the Office of the City Council and to adopt by ordinance the position of budget analyst

February 12, 2015 - City Council approved on first reading, Proposed Ordinance No. 05-15, creating Section 2-2-10 of the City Code, creating the Office of City Council in accordance with City Charter 4.02(a)(6)

March 12, 2015 - City Council adopted Ordinance No. 05-15, creating the Office of City Council.

March 17, 2016 - City Council approved, on first reading, Proposed Ordinance No. 05-16, an ordinance creating Section 2-4-52 of the City Code, creating the position of Budget Analyst to the City Council in accordance with City Charter 4.02(a)(6)

April 14, 2016 - City Council adopted Ordinance No. 10-16, creating the position of Budget Analyst to the City Council

September 7, 2016 - City Council conducted first public hearing on the 2016-2017 City Budget and approved a tentative budget by Resolution No. 29-16

September 14, 2016 - City Council adopted the 2016-2017 City Budget by Resolution No. 32-16

March 9, 2017 - City Council passed a Legislative Action Item #17-00186 to begin the process for hiring a Budget Analyst to the City Council

March 14, 2017 - Mayor Hayward exercised Veto of Legislative Action Item #17-00186

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Ordinance No. 28-14, Creating Charter Amendment
- 2) Ordinance No. 05-15, Creating the Office of City Council
- 3) Ordinance No. 10-16, Establishing Position of Budget Analyst
- 4) Organizational Chart for Office of City Council
- 5) September 14, 2016 Council Report
- 6) March 9, 2017 Council Report
- 7) March 14, 2017 Veto Memos from Mayor Hayward

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 31-14

ORDINANCE NO. 28-14

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF PENSACOLA, FLORIDA; AMENDING SEC. 4.02 OF THE CHARTER TO ADD SUBSECTION (a)(6); PROVIDING THE CITY COUNCIL WITH AUTHORITY TO HIRE ITS OWN STAFF INDEPENDENT OF THE MAYOR'S AUTHORITY TO HIRE CITY OFFICERS AND EMPLOYEES; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City Council calls for the holding of a referendum of the electors of the City of Pensacola on November 4, 2014, to consider and vote for or against the approval of the proposed amendment to the City Charter.

SECTION 2. The Supervisor of Elections of Escambia County is hereby appointed as the clerk of a municipal election to be held on November 4, 2014.

SECTION 3. The City of Pensacola shall reimburse the Supervisor of Elections for any costs incurred by that office directly related to the preparation for, conducting of, and certifying the results of the referendum on the proposed City Charter revision.

SECTION 4. The language to appear on the ballot of the referendum on the proposed City Charter revision shall be:

QUESTION

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**PERTAINING TO CITY COUNCIL AUTHORITY TO HIRE ITS OWN STAFF  
INDEPENDENT OF THE MAYOR**

Shall the City of Pensacola amend its current Charter to provide the City Council with the authority to hire its own staff independent of the Mayor's authority to hire all City officers and employees?

YES - For granting the City Council the power to hire its own staff independent of the Mayor's authority to hire all City officers and employees - \_\_\_\_\_

NO - Against granting the City Council the power to hire its own staff independent of the Mayor's authority to hire all City officers and employees - \_\_\_\_\_

SECTION 5. The appropriate officials of the City shall cause to be published in a newspaper of general circulation of the City the notices of the referendum required by the existing City Charter and applicable Florida law.

SECTION 6. In the event the foregoing proposal is approved by a majority of the electors voting on the proposal, the following provision of the Charter for the City of Pensacola shall be added to Section 4.02 (a) of the existing Charter, to wit:

**Section 4.02. City Council.**

**(a) Powers and Duties.** City Council Members shall exemplify good citizenship and exhibit a cooperative spirit. The City Council shall have the following powers and duties:

...

(6) The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council: (a) Budget Analyst. The City Council is authorized to employ a Budget Analyst or an individual with similar qualifications, pursuant to the City's position classification code, to assist in the budgetary matters of the City Council. The City Council, by ordinance, shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (b) Legal Aide. The City Council may appoint one assistant city attorney, whose salary shall be in accordance with those established for other assistant city attorneys. Said assistant city attorney shall (1) serve only in an advisory capacity to the City Council, and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of him by the city attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the Council. Said assistant city attorney shall not file suit or bring or defend any action in court on behalf of the City Council, the Mayor, the several departments, officers and boards of the City government except with written authorization of the City Attorney. No action or opinion of said assistant city attorney shall be construed to be the official legal position of the City, and such official legal positions and actions shall be solely within the scope and powers and duties of the City Attorney; (c) Council Executive. The City Council is authorized to hire a Council Executive. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (d) The City Council is authorized to hire an Executive Assistant. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; and (e) Other Staff. The City Council may create and fill other staff positions for the purpose of assisting it in the performance of its legislative function.

SECTION 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect immediately upon its passage by the City Council.

Passed: August 11, 2014

Approved: *Jewel C. ...*  
President of City Council

Attest:

*Trisha L. Bennett*  
City Clerk



PROPOSED  
ORDINANCE NO. 05-15

ORDINANCE NO. 05-15

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA, CREATING SECTION 2-2-10 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ESTABLISHING AN OFFICE OF THE CITY COUNCIL; PROVIDING FOR THE STAFFING OF THE CITY COUNCIL PURSUANT TO REQUIREMENTS OF THE CITY CHARTER; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-2-10 of the Code of the City of Pensacola, Florida, is hereby created to read:

**Sec. 2-2-10. Office of the City Council.**

Pursuant to the requirements of Sec. 4.02 (a) (6) of the Charter of the City of Pensacola, Florida, there is hereby created and established the Office of the City Council, with staffing, duties and responsibilities in accordance with the following criteria:

1. The City Council is authorized to employ staff to fill the following positions or discharge the following functions: Budget Analyst, Assistant City Attorney, Council Executive, Executive Assistant, and such other staff as may be deemed warranted in the performance of Council's legislative function.
2. All positions filled by the City Council shall conform to the requirements of the City Charter.
3. Each approved position shall be filled by majority vote of the City Council, and each employee so hired shall be regarded as an "at will" employee under Florida law and shall serve at the pleasure of the City Council. A majority vote of City Council shall be required to remove any employee so employed.
4. The compensation and fringe benefits of each employee hired shall be fixed by Council in accordance with the pay plan and employee benefits extended to comparably employed employees of the City of Pensacola. Each employment contract shall be executed by the Council President.
5. All employees of the Office of City Council shall be regarded as employees of the City of Pensacola, shall be responsible to the City Council through the President of the Council and shall be supervised by the Council Executive.

6. In the performance of their duties, the staff of the Office of City Council shall be directed by the Council President or by formal Council action.

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: March 12, 2005

Approved: 

President of the City Council

Attest:

  
City Clerk

PROPOSED  
ORDINANCE NO. 05-16

ORDINANCE NO. 10-16

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING SECTION 2-4-52 TO PROVIDE FOR THE CREATION OF THE POSITION OF BUDGET ANALYST TO THE CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-4-52 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Sec. 2-4-52. – Budget Analyst.

- (a) *Legislative findings.* The City Council is authorized to create the position of Budget Analyst in accordance with Section 4.02(6) of the City Charter.
- (b) *Establishment.* There is hereby created the position of Budget Analyst whose designated function is to assist the City Council in the conduct of budgetary inquiries, analyses and making budgetary decisions.
- (c) *Qualifications.* Appointees serving as the Budget Analyst shall have the professional qualifications of a college degree in accounting, finance, or budget analysis and one (1) year of experience in accounting, finance and budget analysis. Two (2) years of pertinent experience may be substituted for each year of college lacking.
- (d) *Classification and Salary.* The City's position classification code classifies the position of Budget Analyst as GE-09. This classification carries a salary range of \$26,270 - \$43,868 as set forth in the City's Pay Scale Summary.
- (e) *Duties.* The duties of the Budget Analyst shall include:
  - 1. Providing a formal, comprehensive review and analysis of the proposed annual budget.
  - 2. Gathering, organizing, and analyzing data and information relative to budgetary issues.
  - 3. Providing comparative studies of other cities as they relate to municipal finance.
  - 4. Engaging in fiscal forecasting and planning.
  - 5. Analyzing the city's past, current, and proposed revenues and expenditures.
  - 6. Reviewing existing and potential tax revenues.

7. Analyzing federal, state, and local programs to determine sources of funding and appropriate expenditure options.
8. Reviewing the economic effects of proposed legislation.
9. Preparing fiscal and economic project analysis as directed by the City Council.
10. Providing policy research and fiscal analysis on proposed legislation.
11. Preparing such other reports relating to budgetary and legislative policy concerns directed by the City Council.
12. Making recommendations to the City Council in connection with the analysis, studies, and reports described herein.

(f) *Appointment and Removal.* The City Council shall appoint and may remove the Budget Analyst from office by a majority vote of the members of the City Council at any time, with or without cause.

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

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

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

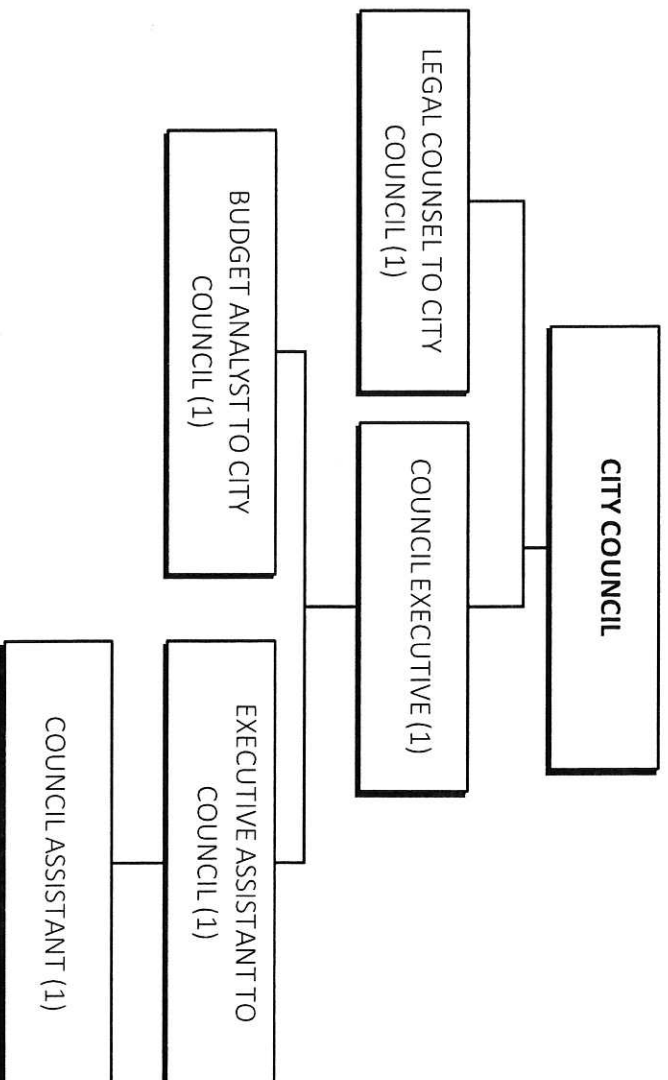
Adopted: April 14, 2016

Approved:   
President of City Council

Attest:

  
City Clerk

# CITY COUNCIL



Total Positions: 5

# Report of City Council Action Items – Special Meeting

September 14, 2016



**Members Present:** Council President Charles Bare, Vice President Brian Spencer, Jewel Cannada-Wynn, Larry B. Johnson, Sherri Myers, Andy Terhaar, and Gerald Wingate

**Absent:** P. C. Wu

1. FINALLY LEVYING AN AD VALOREM TAX FOR THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT DISTRICT FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 31-16: **MOTION TO APPROVE**

A RESOLUTION FINALLY LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF PENSACOLA INCLUDING THE DOWNTOWN IMPROVEMENT DISTRICT FOR 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed unanimously.*

2. ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 32-16: **MOTION TO APPROVE**

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; MAKING FINAL APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT ON ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed 6 - 1. Council President Bare dissenting.*

3. ADOPTING A FINAL BUDGET FOR THE DOWNTOWN IMPROVEMENT BOARD FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 33-16: **MOTION TO APPROVE**

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA DOWNTOWN IMPROVEMENT BOARD FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed unanimously.*

16. 09-17 PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28 OF THE CITY CODE - PROHIBITING SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

Sponsors: Ashton J. Hayward, III, Brian Spencer

Indexes:

Attachments: Proposed Ordinance No. 09-17

Letter from John Peacock, DIB Chairman

DIB Panhandling Ordinance Boundary Map

postponed

17. 17-00114 AMENDMENT TO CITY COUNCIL RULES AND PROCEDURES; SECTION 2.07 - CONSENT AGENDA

Sponsors: Brian Spencer

Indexes:

Attachments: Proposed Amendment to Section 2.07 - City Council Rules and Procedures - Spencer

approved

**Yes:** 5 - Spencer, Wingate, Terhaar, Cannada-Wynn, and Wu

**Absent:** 2 - Johnson, and Myers

18. 17-00186 BUDGET ANALYST TO THE CITY COUNCIL

Sponsors: Jewel Cannada-Wynn

Indexes:

Attachments: Proposal--Budget Analyst Rev (002)

Job Description--Budget Analyst

City Attorney Opinion - Council Budget Analyst

EMAIL TRANSMITTAL MAYORAL VETO

approved

**Yes:** 5 - Spencer, Wingate, Terhaar, Cannada-Wynn, and Wu

**Absent:** 2 - Johnson, and Myers



OFFICE of the MAYOR

**MEMORANDUM**

TO: Brian Spencer, President of City Council  
City Council Members

FROM: Ashton J. Hayward, III, Mayor *AA*

DATE: March 14, 2017

SUBJECT: Veto of Council Action on March 9, 2017

Mr. President and Members of the City Council,

On March 9, 2017, City Council took action to begin the process of hiring a Budget Analyst to the City Council. As Councilmember Wingate stated, the City of Pensacola currently has full-time staff that provides analysis of the City's budget. There are more pressing needs within the City of Pensacola that would directly benefit the taxpayers. Therefore, I am vetoing this action.

As always, my staff and I stand ready to provide any information and assistance you need in order to discharge your duties, and I encourage each of you to contact me at any time with any questions or concerns you may have.



OFFICE of the MAYOR

**MEMORANDUM**

TO: Brian Spencer, President of City Council  
FROM: Ashton J. Hayward, III, Mayor *AH*  
DATE: March 14, 2017  
SUBJECT: Exercise of Veto Power Pursuant to Article IV, Section 4.01(a)(10)  
Charter for the City of Pensacola

I hereby exercise my veto power pursuant to the Charter of the City of Pensacola, Article IV, Section 4.01(a)(10) and veto the action taken by City Council on March 9, 2017 regarding item #17-00186, the hiring of a Budget Analyst to the City Council.

cc: City Council



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00261

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Jewel Cannada-Wynn

**SUBJECT:**

OVERRIDE MAYOR ASHTON HAYWARD'S VETO OF MARCH 14, 2017 OF THE CITY COUNCIL ACTION ITEM #17-00186, BEGIN THE PROCESS FOR HIRING A BUDGET ANALYST, PASSED BY CITY COUNCIL ON MARCH 9, 2017

**RECOMMENDATION:**

That City Council vote to override Mayor Ashton Hayward's Veto, dated March 14, 2017, of City Council legislative action item #17-00186 pertaining to the City Council beginning the process of hiring a Budget Analyst, which City Council passed on March 9, 2017.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On November 4, 2014 the citizens of Pensacola passed, via referendum vote, a Charter Amendment stating in part, "The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council:...Budget Analyst, Legal Aide, Council Executive, Executive Assistant, Other Staff..." This amendment is found within the City Charter under the enumerated Powers and Duties of the City Council, Section 4.02(a) (6).

On February 12 (first reading) and March 12 (second reading and adoption) of 2015, the Office of City Council was established through Ordinance No. 05-15, each passing without a Mayoral Veto being offered.

On March 17 (first reading) and April 14 (second reading and adoption) of 2016, the position of Budget Analyst to the City Council was established (in accordance with City Charter 4.02(a) (6) via Ordinance No. 10-16, each passing without a Mayoral Veto being offered.

A 2016-2017 proposed budget was offered by the Mayor wherein funds were included for City Council Staff; also included was an organizational chart showing the position of Budget Analyst to the City Council. This proposed budget was approved by the City Council on September 14, 2016, passing without a Mayoral Veto being offered.

On March 9, 2017 the City Council passed a Legislative Action item to, "...begin the hiring process for a

Budget Analyst in accordance with City Charter 4.02(a) (6).”

On March 14, 2017 City Council was notified of the Mayoral Veto of this Legislative Action item, an item which functioned as an implementation of City Charter and in accordance with previously adopted City Ordinances.

The Charter of the City of Pensacola provides for enumerated Powers and Duties as an expressed will of the Citizens of Pensacola; it is therefore imperative that City Council override this Veto action of the Mayor in order to protect the will of the people.

### **PRIOR ACTION:**

July 14, 2014 - City Council approved on first reading, Proposed Ordinance No. 31-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot

August 11, 2014 - City Council adopted Ordinance No. 28-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot

November 4, 2014 - Charter Amendment passed via referendum vote requiring the City Council to establish the Office of the City Council and to adopt by ordinance the position of budget analyst

February 12, 2015 - City Council approved on first reading, Proposed Ordinance No. 05-15, creating Section 2-2-10 of the City Code, creating the Office of City Council in accordance with City Charter 4.02(a)(6)

March 12, 2015 - City Council adopted Ordinance No. 05-15, creating the Office of City Council.

March 17, 2016 - City Council approved, on first reading, Proposed Ordinance No. 05-16, an ordinance creating Section 2-4-52 of the City Code, creating the position of Budget Analyst to the City Council in accordance with City Charter 4.02(a)(6)

April 14, 2016 - City Council adopted Ordinance No. 10-16, creating the position of Budget Analyst to the City Council

September 7, 2016 - City Council conducted first public hearing on the 2016-2017 City Budget and approved a tentative budget by Resolution No. 29-16

September 14, 2016 - City Council adopted the 2016-2017 City Budget by Resolution No. 32-16

March 9, 2017 - City Council passed a Legislative Action Item #17-00186 to begin the process for hiring a Budget Analyst to the City Council

March 14, 2017 - Mayor Hayward exercised Veto of Legislative Action Item #17-00186

### **FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Ordinance No. 28-14, Creating Charter Amendment
- 2) Ordinance No. 05-15, Creating the Office of City Council
- 3) Ordinance No. 10-16, Establishing Position of Budget Analyst
- 4) Organizational Chart for Office of City Council
- 5) September 14, 2016 Council Report
- 6) March 9, 2017 Council Report
- 7) March 14, 2017 Veto Memos from Mayor Hayward

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 31-14

ORDINANCE NO. 28-14

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF PENSACOLA, FLORIDA; AMENDING SEC. 4.02 OF THE CHARTER TO ADD SUBSECTION (a)(6); PROVIDING THE CITY COUNCIL WITH AUTHORITY TO HIRE ITS OWN STAFF INDEPENDENT OF THE MAYOR'S AUTHORITY TO HIRE CITY OFFICERS AND EMPLOYEES; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City Council calls for the holding of a referendum of the electors of the City of Pensacola on November 4, 2014, to consider and vote for or against the approval of the proposed amendment to the City Charter.

SECTION 2. The Supervisor of Elections of Escambia County is hereby appointed as the clerk of a municipal election to be held on November 4, 2014.

SECTION 3. The City of Pensacola shall reimburse the Supervisor of Elections for any costs incurred by that office directly related to the preparation for, conducting of, and certifying the results of the referendum on the proposed City Charter revision.

SECTION 4. The language to appear on the ballot of the referendum on the proposed City Charter revision shall be:

QUESTION

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**PERTAINING TO CITY COUNCIL AUTHORITY TO HIRE ITS OWN STAFF  
INDEPENDENT OF THE MAYOR**

Shall the City of Pensacola amend its current Charter to provide the City Council with the authority to hire its own staff independent of the Mayor's authority to hire all City officers and employees?

YES - For granting the City Council the power to hire its own staff independent of the Mayor's authority to hire all City officers and employees - \_\_\_\_\_

NO - Against granting the City Council the power to hire its own staff independent of the Mayor's authority to hire all City officers and employees - \_\_\_\_\_

SECTION 5. The appropriate officials of the City shall cause to be published in a newspaper of general circulation of the City the notices of the referendum required by the existing City Charter and applicable Florida law.

SECTION 6. In the event the foregoing proposal is approved by a majority of the electors voting on the proposal, the following provision of the Charter for the City of Pensacola shall be added to Section 4.02 (a) of the existing Charter, to wit:

**Section 4.02. City Council.**

**(a) Powers and Duties.** City Council Members shall exemplify good citizenship and exhibit a cooperative spirit. The City Council shall have the following powers and duties:

...

(6) The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council: (a) Budget Analyst. The City Council is authorized to employ a Budget Analyst or an individual with similar qualifications, pursuant to the City's position classification code, to assist in the budgetary matters of the City Council. The City Council, by ordinance, shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (b) Legal Aide. The City Council may appoint one assistant city attorney, whose salary shall be in accordance with those established for other assistant city attorneys. Said assistant city attorney shall (1) serve only in an advisory capacity to the City Council, and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of him by the city attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the Council. Said assistant city attorney shall not file suit or bring or defend any action in court on behalf of the City Council, the Mayor, the several departments, officers and boards of the City government except with written authorization of the City Attorney. No action or opinion of said assistant city attorney shall be construed to be the official legal position of the City, and such official legal positions and actions shall be solely within the scope and powers and duties of the City Attorney; (c) Council Executive. The City Council is authorized to hire a Council Executive. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (d) The City Council is authorized to hire an Executive Assistant. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; and (e) Other Staff. The City Council may create and fill other staff positions for the purpose of assisting it in the performance of its legislative function.



SECTION 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect immediately upon its passage by the City Council.

Passed: August 11, 2014

Approved: *Jewel C. ...*  
President of City Council

Attest:

*Trisha L. Bennett*  
City Clerk

PROPOSED  
ORDINANCE NO. 05-15

ORDINANCE NO. 05-15

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA, CREATING SECTION 2-2-10 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ESTABLISHING AN OFFICE OF THE CITY COUNCIL; PROVIDING FOR THE STAFFING OF THE CITY COUNCIL PURSUANT TO REQUIREMENTS OF THE CITY CHARTER; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-2-10 of the Code of the City of Pensacola, Florida, is hereby created to read:

**Sec. 2-2-10. Office of the City Council.**

Pursuant to the requirements of Sec. 4.02 (a) (6) of the Charter of the City of Pensacola, Florida, there is hereby created and established the Office of the City Council, with staffing, duties and responsibilities in accordance with the following criteria:

1. The City Council is authorized to employ staff to fill the following positions or discharge the following functions: Budget Analyst, Assistant City Attorney, Council Executive, Executive Assistant, and such other staff as may be deemed warranted in the performance of Council's legislative function.
2. All positions filled by the City Council shall conform to the requirements of the City Charter.
3. Each approved position shall be filled by majority vote of the City Council, and each employee so hired shall be regarded as an "at will" employee under Florida law and shall serve at the pleasure of the City Council. A majority vote of City Council shall be required to remove any employee so employed.
4. The compensation and fringe benefits of each employee hired shall be fixed by Council in accordance with the pay plan and employee benefits extended to comparably employed employees of the City of Pensacola. Each employment contract shall be executed by the Council President.
5. All employees of the Office of City Council shall be regarded as employees of the City of Pensacola, shall be responsible to the City Council through the President of the Council and shall be supervised by the Council Executive.

6. In the performance of their duties, the staff of the Office of City Council shall be directed by the Council President or by formal Council action.

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: March 12, 2005

Approved: 

President of the City Council

Attest:

  
City Clerk

PROPOSED  
ORDINANCE NO. 05-16

ORDINANCE NO. 10-16

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING SECTION 2-4-52 TO PROVIDE FOR THE CREATION OF THE POSITION OF BUDGET ANALYST TO THE CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-4-52 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Sec. 2-4-52. – Budget Analyst.

- (a) *Legislative findings.* The City Council is authorized to create the position of Budget Analyst in accordance with Section 4.02(6) of the City Charter.
- (b) *Establishment.* There is hereby created the position of Budget Analyst whose designated function is to assist the City Council in the conduct of budgetary inquiries, analyses and making budgetary decisions.
- (c) *Qualifications.* Appointees serving as the Budget Analyst shall have the professional qualifications of a college degree in accounting, finance, or budget analysis and one (1) year of experience in accounting, finance and budget analysis. Two (2) years of pertinent experience may be substituted for each year of college lacking.
- (d) *Classification and Salary.* The City's position classification code classifies the position of Budget Analyst as GE-09. This classification carries a salary range of \$26,270 - \$43,868 as set forth in the City's Pay Scale Summary.
- (e) *Duties.* The duties of the Budget Analyst shall include:
  - 1. Providing a formal, comprehensive review and analysis of the proposed annual budget.
  - 2. Gathering, organizing, and analyzing data and information relative to budgetary issues.
  - 3. Providing comparative studies of other cities as they relate to municipal finance.
  - 4. Engaging in fiscal forecasting and planning.
  - 5. Analyzing the city's past, current, and proposed revenues and expenditures.
  - 6. Reviewing existing and potential tax revenues.

7. Analyzing federal, state, and local programs to determine sources of funding and appropriate expenditure options.
8. Reviewing the economic effects of proposed legislation.
9. Preparing fiscal and economic project analysis as directed by the City Council.
10. Providing policy research and fiscal analysis on proposed legislation.
11. Preparing such other reports relating to budgetary and legislative policy concerns directed by the City Council.
12. Making recommendations to the City Council in connection with the analysis, studies, and reports described herein.

(f) *Appointment and Removal.* The City Council shall appoint and may remove the Budget Analyst from office by a majority vote of the members of the City Council at any time, with or without cause.

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

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

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

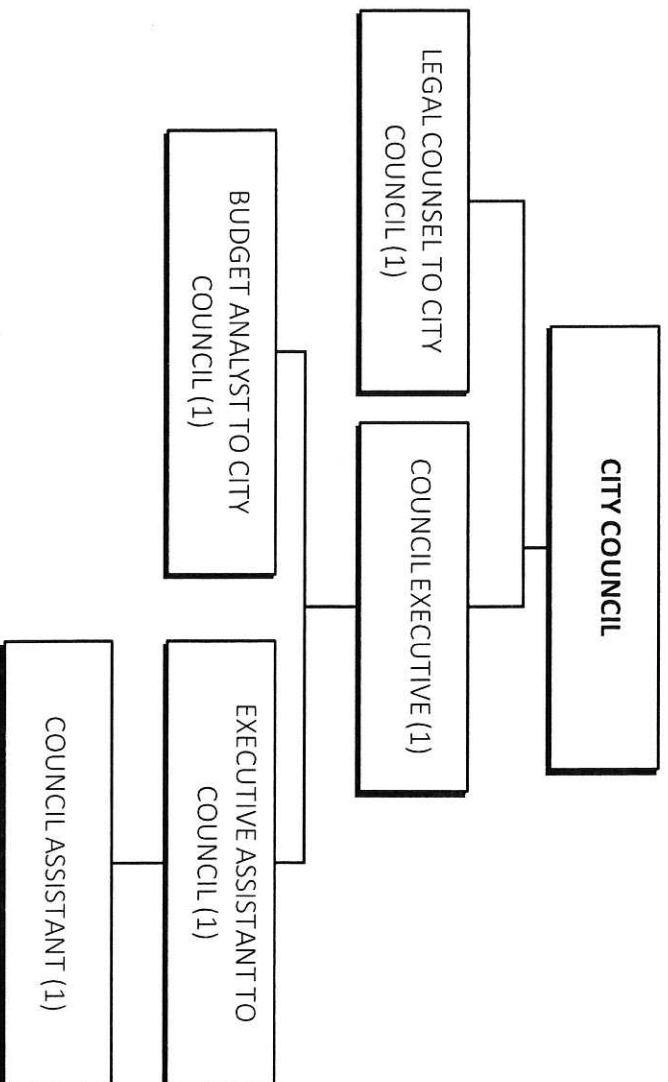
Adopted: April 14, 2016

Approved:   
President of City Council

Attest:

  
City Clerk

# CITY COUNCIL



Total Positions: 5

# Report of City Council Action Items – Special Meeting

September 14, 2016



**Members Present:** Council President Charles Bare, Vice President Brian Spencer, Jewel Cannada-Wynn, Larry B. Johnson, Sherri Myers, Andy Terhaar, and Gerald Wingate

**Absent:** P. C. Wu

1. FINALLY LEVYING AN AD VALOREM TAX FOR THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT DISTRICT FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 31-16: **MOTION TO APPROVE**

A RESOLUTION FINALLY LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF PENSACOLA INCLUDING THE DOWNTOWN IMPROVEMENT DISTRICT FOR 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed unanimously.*

2. ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 32-16: **MOTION TO APPROVE**

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; MAKING FINAL APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT ON ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed 6 - 1. Council President Bare dissenting.*

3. ADOPTING A FINAL BUDGET FOR THE DOWNTOWN IMPROVEMENT BOARD FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 33-16: **MOTION TO APPROVE**

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA DOWNTOWN IMPROVEMENT BOARD FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed unanimously.*



16.    09-17           PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28  
                          OF THE CITY CODE - PROHIBITING SOLICITATION OF  
                          DONATIONS UPON PUBLIC SIDEWALKS AND  
                          RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

Sponsors: Ashton J. Hayward, III, Brian Spencer

Indexes:

Attachments: Proposed Ordinance No. 09-17

Letter from John Peacock, DIB Chairman

DIB Panhandling Ordinance Boundary Map

postponed

17.    17-00114       AMENDMENT TO CITY COUNCIL RULES AND  
                          PROCEDURES; SECTION 2.07 - CONSENT AGENDA

Sponsors: Brian Spencer

Indexes:

Attachments: Proposed Amendment to Section 2.07 - City Council Rules and  
Procedures - Spencer

approved

**Yes:** 5 - Spencer, Wingate, Terhaar, Cannada-Wynn, and Wu

**Absent:** 2 - Johnson, and Myers

18.    17-00186       BUDGET ANALYST TO THE CITY COUNCIL

Sponsors: Jewel Cannada-Wynn

Indexes:

Attachments: Proposal--Budget Analyst Rev (002)

Job Description--Budget Analyst

City Attorney Opinion - Council Budget Analyst

EMAIL TRANSMITTAL MAYORAL VETO

approved

**Yes:** 5 - Spencer, Wingate, Terhaar, Cannada-Wynn, and Wu

**Absent:** 2 - Johnson, and Myers



OFFICE of the MAYOR

**MEMORANDUM**

TO: Brian Spencer, President of City Council  
City Council Members

FROM: Ashton J. Hayward, III, Mayor *AA*

DATE: March 14, 2017

SUBJECT: Veto of Council Action on March 9, 2017

Mr. President and Members of the City Council,

On March 9, 2017, City Council took action to begin the process of hiring a Budget Analyst to the City Council. As Councilmember Wingate stated, the City of Pensacola currently has full-time staff that provides analysis of the City's budget. There are more pressing needs within the City of Pensacola that would directly benefit the taxpayers. Therefore, I am vetoing this action.

As always, my staff and I stand ready to provide any information and assistance you need in order to discharge your duties, and I encourage each of you to contact me at any time with any questions or concerns you may have.



OFFICE *of the* MAYOR

**MEMORANDUM**

TO: Brian Spencer, President of City Council  
FROM: Ashton J. Hayward, III, Mayor *AH*  
DATE: March 14, 2017  
SUBJECT: Exercise of Veto Power Pursuant to Article IV, Section 4.01(a)(10)  
Charter for the City of Pensacola

I hereby exercise my veto power pursuant to the Charter of the City of Pensacola, Article IV, Section 4.01(a)(10) and veto the action taken by City Council on March 9, 2017 regarding item #17-00186, the hiring of a Budget Analyst to the City Council.

cc: City Council



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00153

City Council

4/13/2017

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**SUBJECT:**

CITY ADMINISTRATOR COMMUNICATION - ERIC W. OLSON



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00195

City Council

4/13/2017

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### **INFORMATION ITEM**

**FROM:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

MONTHLY CRIME REPORT

**REQUEST:**

Click or tap here to enter text.

**SUMMARY:**

Police Chief Alexander's Monthly Crime Report

**PRIOR ACTION:**

None

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
David Alexander, Chief of Police

**ATTACHMENTS:**

1)

**PRESENTATION:** Yes



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00089

City Council

4/13/2017

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**SUBJECT:**

MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.



# City of Pensacola

## Agenda Conference

### Agenda - Final

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Monday, April 10, 2017, 3:30 PM

Hagler-Mason Conference Room,  
2nd Floor

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#### ROLL CALL

#### PRESENTATION ITEMS

1. [17-00240](#) PRESENTATION FROM THE CHAIRMAN OF THE BOARD OF TRUSTEES- COMMUNITY MARITIME PARK ASSOCIATES (CMPA)

**Recommendation:** Presentation from CMPA Board of Trustees Chairman to be given at the April 13, 2017 City Council Meeting; updating the Council on the financial and maintenance aspects of the park as well as an update on the marketing of the private parcels within the park.

**Sponsors:** Sherri Myers

#### REVIEW OF CONSENT AGENDA ITEMS

2. [17-00012](#) AWARD OF CONTRACT - BID #17-006 BAYOU CHICO "R" STREET AT MAGGIE'S DITCH STORMWATER TREATMENT ENHANCEMENT PROJECT

**Recommendation:** That City Council award a contract for construction of the Bayou Chico "R" Street at Maggie's Ditch Stormwater Treatment Project to Williams Industrial & Marine, Inc., of Westville, Florida, the lowest and most responsible bidder with a base bid of \$597,719.00, plus 10% contingency of \$59,771.90 for a total amount of \$657,490.90.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Bid Tabulation, Bid No. 17-006](#)  
[Final Vendor Reference List, Bid No. 17-006](#)  
[Map, Bayou Chico "R" Street at Maggie's Ditch Stormwater Treatment Enh](#)  
[Report of City Council Action - NFWF Grant – dated 10-8-15](#)



3.     [17-00221](#)     AIRPORT - AWARD OF BID #17-018, PENSACOLA  
INTERNATIONAL AIRPORT FUEL FARM ROAD  
RECONSTRUCTION

**Recommendation:** That City Council award Bid # 17-018, Pensacola International Airport Fuel Farm Road Reconstruction to J. Miller Construction, Inc., the lowest and most responsible bidder in the amount of \$125,684.00 for roadway repairs as outlined in the bid specifications plus a 10% contingency of \$12,568.40 for a total amount of \$138,252.40. Further, that City Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Bid Tabulation - Bid # 17-018](#)  
                          [Vendor Reference List - Bid # 17-018](#)

4.     [17-00208](#)     APPOINTMENT TO THE FIREFIGHTERS' RELIEF AND PENSION  
FUND BOARD OF TRUSTEES

**Recommendation:** That City Council ratify the appointment of Jerri Barnes as the fifth member trustee of the Firefighters' Relief and Pension Fund.

**Sponsors:** Ashton J. Hayward, III

5.     [17-00247](#)     APPOINTMENT - PARKS AND RECREATION BOARD

**Recommendation:** That City Council appoint one (1) individual to serve on the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2020.

**Attachments:**     [Nomination Form - Barrett Breedlove.pdf](#)  
                          [Application of Interest - Barrett Breedlove.pdf](#)  
                          [Resume - Barrett Breedlove.pdf](#)

**REVIEW OF REGULAR AGENDA ITEMS (Sponsor)**

6. [11-17](#) PROPOSED ORDINANCE NO. 11-17 - AMENDMENT TO SECTION 4-3-97, PROVIDING SANITATION COLLECTION FEE AND CREATING A SANITATION EQUIPMENT SURCHARGE.

**Recommendation:** That City Council approve Proposed Ordinance No. 11-17 on first reading.

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION FEES; PROVIDING FOR SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Proposed Ordinance No. 11-17](#)  
[Sanitation Rate Study Report](#)

7. [17-00222](#) QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - JUNCTION AT WEST HILL

**Recommendation:** That City Council conduct a quasi-judicial hearing on April 13, 2017 to consider approval of the final subdivision plat - Junction at West Hill.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Subdivision Plat Application, Junction at West Hill, dated 2/13/2017](#)  
[Final Plat, Junction at West Hill, dated March 2017](#)  
[Plat Boundary Survey, Junction at West Hill, dated February 2017](#)  
[March 14, 2017 Planning Board Minutes](#)

8. [17-00057](#) ANNEXATION OF PROPERTY - CAMPUS HEIGHTS

**Recommendation:** That City Council conduct a Public Hearing to consider the annexation of seventy-seven (77) parcels in the Campus Heights area, sixty-one (61) of which are owned by the Pensacola International Airport.

**Attachments:** [Map of Annexation Area](#)

9.     [10-17](#)           PROPOSED ORDINANCE NO. 10-17 - ANNEXATION OF PROPERTY  
                          - CAMPUS HEIGHTS

**Recommendation:** That City Council approve Proposed Ordinance No. 10-17 on first reading.

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.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Proposed Ordinance No. 10-17](#)  
                              [Survey, City of Pensacola Proposed Campus Heights Annexation Phase I](#)

10.    [17-00175](#)       CREATION OF SECTION 8-1-28 OF THE CITY CODE - PROHIBITING  
                          SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND  
                          RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

**Recommendation:** That City Council adopt an ordinance creating Section 8-1-28 of the City Code  
- Prohibiting solicitation of donations upon public sidewalks and rights-of-way  
in the Downtown Visitors' District.

**Sponsors:** Ashton J. Hayward, III, Brian Spencer

**Attachments:**     [Letter from John Peacock, DIB Chair, dated February 21, 2017 with Ordina](#)  
                              [Proposed Ordinance](#)  
                              [EMAIL FROM CITY ATTORNEY](#)  
                              [PETITION FROM RESIDENT/PROPERTY OWNERS WITHIN ON PALAF](#)

11.     [09-17](#)           PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28 OF THE CITY CODE - PROHIBITING SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

**Recommendation:** That City Council approve Proposed Ordinance No. 09-17 on first reading.

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III, Brian Spencer

**Attachments:**     [Proposed Ordinance No. 09-17](#)  
                          [Letter from John Peacock, DIB Chairman](#)  
                          [DIB Panhandling Ordinance Boundary Map](#)

12.     [17-00227](#)       PENSACOLA ENERGY - AWARD OF BID #17-012, NATURAL GAS PIPELINE CONSTRUCTION WEST PENSACOLA LOW PRESSURE AREA UPGRADES

**Recommendation:** That City Council award Bid #17-012 Natural Gas Pipeline Construction to R.A.W. Construction, LLC., the lowest and most responsible bidder in the amount of \$2,477,265 for seven (7) natural gas infrastructure replacement projects, \$581,835 for the miscellaneous work option as outlined in the bid specifications plus a 10% contingency of \$305,910 for a total amount of \$3,365,010 for a period of one year. Further, that City Council approve the supplemental budget resolution appropriating the additional amount needed from the Florida Gas System Revenue Note, Series 2016. Finally, that City Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Bid Tabulation - Bid No 17-012.pdf](#)  
                          [Final Vendor Reference List-Bid No 17-012.pdf](#)  
                          [Supplemental Budget Resolution](#)  
                          [Supplemental Budget Explanation](#)

13.     [17-20](#)           SUPPLEMENTAL BUDGET RESOLUTION NO. 17-20 - PENSACOLA ENERGY - AWARD OF BID #17-012, NATURAL GAS PIPELINE CONSTRUCTION WEST PENSACOLA LOW PRESSURE AREA UPGRADES

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-20

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 PROVIDING FOR AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Supplemental Budget Resolution No. 17-20](#)  
                          [Supplemental Budget Explanation](#)

14.     [12-17](#)           PROPOSED ORDINANCE NO. 12-17 - AMENDING SECTION 6-2-3 OF THE CITY CODE--PARKS AND RECREATION BOARD - DUTIES

**Recommendation:** That City Council approve Proposed Ordinance 12-17 on first reading.

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD - DUTIES; TO PROVIDE FOR THE INCLUSION WITHIN THE DUTIES LANGUAGE STATING, “AND RECREATIONAL ACTIVITIES”; PROVIDING FOR SEVERABILITY; R E P E A L I N G C L A U S E ; PROVIDING AN EFFECTIVE DATE

**Sponsors:** Brian Spencer

**Attachments:**     [Proposed Ordinance No. 12-17](#)  
                          [March 16, 2017 Parks and Recreation Board Minutes.pdf](#)

15.     [13-17](#)           PROPOSED ORDINANCE NO. 13-17 - AMENDING SECTION 8-3 OF THE CITY CODE - CREATING SECTION 8-3-4 NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL

**Recommendation:** That City Council approve Proposed Ordinance 13-17 on first Reading.

AN ORDINANCE AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFFENSES UPON WATERS; CREATING SECTION 8-3-4 TO PROVIDE FOR A NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL; PROVIDING FOR SEVERABILITY;       R E P E A L I N G       C L A U S E ; PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Brian Spencer

**Attachments:**     [Proposed Ordinance No. 13-17](#)  
                          [ProposedNoWake Zone](#)

16.     [17-00228](#)          RETURN CONVEYANCE OF MORRIS COURT PARK TO THE AREA HOUSING COMMISSION

**Recommendation:** That City Council authorize the Mayor to execute all documents necessary to return the property located at North "J" and West Lloyd Streets, known as Morris Court Park, to the Area Housing Commission for use as planned affordable housing.

**Sponsors:** Ashton J. Hayward, III, Jewel Cannada-Wynn

**Attachments:**     [Deed of Realty dated June 27, 1990](#)  
                          [Area Housing Commission Letter to Keith Wilkins, dated September 16, 201](#)  
                          [Map, Morris Court Park](#)

17. [17-00251](#) REIMBURSEMENT TO CDBG FUND - PURCHASE OF 113 NORTH "C" STREET (FORMER BLOUNT SCHOOL PROPERTY)
- Recommendation:** That City Council approve reimbursing the CDBG Fund \$295,937 based on CDBG program requirements for the purchase of the property located at 113 North "C" Street (former Blount School). Further that City Council approve the supplemental budget resolution appropriating funding for the reimbursement.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Appraisal Report 113 North "C" Street dated March 3, 2017](#)  
[Supplemental Budget Resolution](#)  
[Supplemental Budget Explanation](#)
18. [17-22](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-22 - APPROPRIATING FUNDING FOR REIMBURSEMENT TO THE CDBG FUND - PURCHASE OF 113 NORTH "C" STREET (FORMER BLOUNT SCHOOL PROPERTY)
- Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-22.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Supplemental Budget Resolution No. 17-22](#)  
[Supplemental Budget Explanation No. 17-22](#)
19. [17-00245](#) PORT WAREHOUSE #9 TERMINATION OF LEASE AND WAREHOUSE #1 LEASE AMENDMENT WITH OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.
- Recommendation:** That City Council authorize the Mayor to take all action necessary to terminate the Lease Agreement for Port Warehouse #9 and to amend the Lease Agreement for Port Warehouse #1 with Offshore Inland Marine & Oilfield Services, Inc.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Termination Agreement for Warehouse #9](#)  
[Amendment to Warehouse #1 Lease Agreement](#)



**20.     [17-00254](#)     NEW MARKET TAX CREDIT UNWIND**

**Recommendation:** That City Council authorize the Mayor to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction. This includes but is not limited to executing an Interlocal Agreement with the Community Maritime Park Associates, Inc. (CMPA) and the Community Redevelopment Agency (CRA) to terminate the Project Support Payments to the CMPA. Further, as provided in the CMPA Articles of Incorporation, that the City accept the CMPA's distributed assets. In addition, that upon NMTC unwind, when the City owns the CTA Investment Fund that City Council authorize the Mayor to forgive the loans made to the CMPA.

**Sponsors:** Ashton J. Hayward, III

**21.     [17-00241](#)     JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - VIDEO DETECTION EQUIPMENT**

**Recommendation:** That City Council authorize the Mayor to execute and implement a Joint Participation Agreement (JPA) with FDOT for the purchase of Video Detection Equipment to be installed at certain state-owned intersections within the City. Further, that City Council adopt a supplemental budget resolution appropriating the funds from the FDOT. Finally that City Council authorize the Mayor to take any and all actions necessary to execute and implement the JPA with the FDOT.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [JPA.pdf](#)  
                          [Supplemental Budget Resolution](#)  
                          [Supplemental Budget Explanation](#)

**22.     [17-21](#)         SUPPLEMENTAL BUDGET RESOLUTION NO. 17-21 - JOINT PARTICIPATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION - VIDEO DETECTION EQUIPMENT**

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-21.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017: PROVIDING FOR THE EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:**     [Supplemental Budget Resolution No. 17-21](#)  
                          [Supplemental Budget Explanation No. 17-21](#)

23.     [04-17](#)           PROPOSED ORDINANCE NO. 04-17 - REPEALING SECTION  
                          10-4-16(C) OF THE CITY CODE - INSTALLATION OF SERVICES

**Recommendation:** That City Council adopt Proposed Ordinance No. 04-17 repealing Section 10-4-16(c) of the city code on second reading.

AN ORDINANCE REPEALING SECTION 10-4-16(c) OF  
THE CODE OF THE CITY OF PENSACOLA,  
FLORIDA, INSTALLATION OF SERVICES;  
PROVIDING FOR SEVERABILITY; REPEALING  
CLAUSE; PROVIDING AN EFFECTIVE DATE

**Sponsors:** Ashton J. Hayward, III, Sherri Myers

**Attachments:**     [Proposed Ordinance No. 04-17](#)

24.     [17-00260](#)       OVERRIDE MAYOR ASHTON HAYWARD'S VETO OF MARCH 14,  
                          2017 OF THE CITY COUNCIL ACTION ITEM #17-00186, BEGIN THE  
                          PROCESS FOR HIRING A BUDGET ANALYST, PASSED BY CITY  
                          COUNCIL ON MARCH 9, 2017.

**Recommendation:** That City Council vote to override Mayor Ashton Hayward's Veto, dated March 14, 2017, of City Council legislative action item #17-00186 pertaining to the City Council beginning the process of hiring a Budget Analyst, which City Council passed on March 9, 2017.

**Sponsors:** Sherri Myers

**Attachments:**     [Ordinance No. 28-14, Creating Charter Amendment](#)  
                          [Ordinance No. 05-15, Creating the Office of City Council](#)  
                          [Ordinance No.10-16, Establishing the Position of Budget Analyst](#)  
                          [Organizational Chart for Office of City Council](#)  
                          [September 14, 2016 Council Report](#)  
                          [March 9, 2017 Council Report](#)  
                          [March 14, 2017 Veto Memos from Mayor Hayward](#)

25. [17-00261](#) OVERRIDE MAYOR ASHTON HAYWARD'S VETO OF MARCH 14, 2017 OF THE CITY COUNCIL ACTION ITEM #17-00186, BEGIN THE PROCESS FOR HIRING A BUDGET ANALYST, PASSED BY CITY COUNCIL ON MARCH 9, 2017

**Recommendation:** That City Council vote to override Mayor Ashton Hayward's Veto, dated March 14, 2017, of City Council legislative action item #17-00186 pertaining to the City Council beginning the process of hiring a Budget Analyst, which City Council passed on March 9, 2017.

**Sponsors:** Jewel Cannada-Wynn

**Attachments:** [Ordinance No. 28-14, Creating Charter Amendment](#)  
[Ordinance No. 05-15, Creating the Office of City Council](#)  
[Ordinance No. 10-16, Establishing Position of Budget Analyst](#)  
[Organizational Chart for Office of City Council](#)  
[September 14, 2016 Council Report](#)  
[March 9, 2017 Council Report](#)  
[March 14, 2017 Veto Memos from Mayor Hayward](#)

## FOR DISCUSSION

## INFORMATIONAL ITEMS

## CONSIDERATION OF ANY ADD-ON ITEMS

## READING OF ITEMS FOR COUNCIL AGENDA

## COMMUNICATIONS

### City Administrator's Communication

26. [17-00153](#) CITY ADMINISTRATOR COMMUNICATION - ERIC W. OLSON

**Sponsors:** Ashton J. Hayward, III

### City Attorney's Communication

### Monthly Crime Report-Chief David Alexander

27. [17-00195](#) MONTHLY CRIME REPORT

**Recommendation:** Click or tap here to enter text.

**Sponsors:** Ashton J. Hayward, III

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

28.     [17-00089](#)     MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER  
                            RICHARD BARKER, JR.

*Sponsors:*             Ashton J. Hayward, III

**City Council Communication****ADJOURNMENT**

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

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00240

City Council

4/13/2017

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### **PRESENTATION ITEM**

**FROM:** City Council Member Sherri F. Myers

**SUBJECT:**

PRESENTATION FROM THE CHAIRMAN OF THE BOARD OF TRUSTEES- COMMUNITY MARITIME PARK ASSOCIATES (CMPA)

**REQUEST:**

Presentation from CMPA Board of Trustees Chairman to be given at the April 13, 2017 City Council Meeting; updating the Council on the financial and maintenance aspects of the park as well as an update on the marketing of the private parcels within the park.

**SUMMARY:**

The Community Maritime Park is a multi-use, public-private park development on Pensacola's waterfront. The Board of Trustees of the CMPA oversees the development and management of the Community Maritime Park.

The purpose of this presentation is to provide information to the City Council regarding the financial and maintenance status of the park as well as an update on the marketing of the remaining private parcels located within the park.

**PRIOR ACTION:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1) None

**PRESENTATION:** Yes



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00012

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

AWARD OF CONTRACT - BID #17-006 BAYOU CHICO "R" STREET AT MAGGIE'S DITCH  
STORMWATER TREATMENT ENHANCEMENT PROJECT

**RECOMMENDATION:**

That City Council award a contract for construction of the Bayou Chico "R" Street at Maggie's Ditch Stormwater Treatment Project to Williams Industrial & Marine, Inc., of Westville, Florida, the lowest and most responsible bidder with a base bid of \$597,719.00, plus 10% contingency of \$59,771.90 for a total amount of \$657,490.90.

Public Hearing Required: No Hearing Required

**SUMMARY:**

The site location for this grant-funded project is in a public easement within the former "R" Street right-of-way (vacated) on Escambia County School District (ECSD) property at the Global Learning Academy Elementary School site adjacent to Maggie's Ditch. The project is a joint cooperation and collaboration effort with Escambia County, ECSD and the National Fish and Wildlife Foundation (NFWF). Even though the project is located on the physical school site property, it is located within a public easement and will serve the entire community as an educational facility and outreach tool for greater environmental awareness and stewardship in regards to proper/responsible stormwater management practices.

The new facility will have multiple educational elements to promote learning and comprehension of the fragile ecological balances within our environment and emphasis on stewardship of our natural resources. It will also have numerous public amenities that include park benches for passive observation, proper trash receptacles, enhanced hardscape features, lush landscape, an observation gazebo directly overlooking Maggie's Ditch, a walking path and ornamental lighting. The project is scheduled to begin construction in April of 2017 and will take approximately 6 months to complete.

City Council approved an Interlocal Agreement with Escambia County relating to the NFWF Grant for this project on October 8, 2015. However, since that time, the City has been advised by NFWF officials that certain elements of the scope of this project are not eligible under the terms of the Gulf Environmental Benefit Fund (GEBF) grant funds. The NFWF officials contend that certain elements of the scope included in the submittal

materially improves the site into an amenity feature and therefore those extra costs associated with the hardscape, landscape, etc. cannot be included as an allowable cost. Because there were no pre-existing park features or amenities that would need to be replaced, it was deemed these expenses are purely recreational and not compliant under the GEBF grant. Therefore, in order to be able to complete the project, the portion of the project that is not eligible under the GEBF grant will be funded from the Stormwater Capital Improvement Projects Fund. Sufficient funding is available from the completed Bayou Drive Outfall at Bayou Chico Project and has been transferred to this project to fund the remaining portion.

**PRIOR ACTION:**

October 8, 2015 - City Council approved the Interlocal Agreement with Escambia County relating to the NFWF Grant for the Bayou Chico Restoration Project for the "R" Street at Maggie's Ditch Stormwater Treatment Enhancement Project.

**FUNDING:**

Budget:	\$ 865,000.00	NFWF Grant Award
	(362,120.00)	Ineligible Portion of NFWF Grant Award
	<u>300,000.00</u>	Stormwater Capital Projects Fund
	<u>\$ 802,880.00</u>	Total

Actual:	\$ 579,719.00	Construction Contract
	59,771.90	10% Contingency
	52,488.54	Engineering Design/Permitting
	60,000.00	Project Inspection
	27,000.00	Monitoring
	<u>5,000.00</u>	Construction Testing/Misc.
	<u>\$ 801,979.44</u>	Total

**FINANCIAL IMPACT:**

Grant funding in the amount of \$865,000 has been appropriated in the Special Grants Fund. Of that amount \$362,120 does not qualify under the scope of the grant, leaving an available amount of \$502,880.00 in the Special Grants Fund. Additional funding in the amount of \$300,000 is available within the Stormwater Capital Projects Fund for a total budgeted amount of \$802,880. To date, \$53,959.72 has been expended or encumbered for items related to engineering design and miscellaneous preconstruction cost, leaving a remaining current balance of \$748,920.28. The remaining budget balance is sufficient to cover the remaining items that have yet to be completed/expended.

**CITY ATTORNEY REVIEW:** Yes

3/28/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator



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

**ATTACHMENTS:**

- 1) Bid Tabulation, Bid No. 17-006
- 2) Final Vendor Reference List, Bid No. 17-006
- 3) Map, Bayou Chico "R" Street at Maggie's Ditch Stormwater Treatment Enhancement Project
- 4) Report of City Council Action - NFWF Grant - dated 10-8-15

**PRESENTATION:** No

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**TABULATION OF BIDS**

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BID NO: 17-006

TITLE: BAYOU CHICO AT STREET AT MAGGIE'S DITCH STORMWATER TREATMENT ENHANCEMENT

OPENING DATE: January 6, 2017 OPENING TIME: 2:30 P.M.  DEPARTMENT: Engineering	WILLIAMS INDUSTRIAL & MARINE Bonifay, FL	BIRKSHIRE JOHNSTONE, LLC Pensacola, FL	J. MILLER CONSTRUCTION, INC. Pensacola, L	GULF COAST UTILITY CONTRACTORS Panama City, FL
Base Bid	\$597,719.00	\$618,248.23	\$971,925.00	\$1,033,913.00
M/WBE Participation Goal 5%	8.1%	7.8%	4.8%	7.2%
Attended Prebid	Yes	Yes	Yes	Yes

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Opening Date: 01/06/17

Bid No.: 17-006

**FINAL VENDOR REFERENCE LIST**  
**BAYOU CHICO "R" STREET @ MAGGIE'S DITCH STORMWATER TREATMENT ENHANCEMENT**  
**ENGINEERING AND CONSTRUCTION SERVICES**

Vendor	Name	Address	City	St	Zip Code	M/WBE
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503	W
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533	N
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	M
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	N
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	N
058302	CONTECH	182 MONTGOMERY STREET	SANTA ROSA BEACH	FL	32455	N
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	N
036146	CRONIN CONSTRUCTION INC	913 GULF BREEZE PKWY STE 12	GULF BREEZE	FL	32561	M/W
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	N
032038	EVANS CONTRACTING INC	289 NOWAK RD	CANTONMENT	FL	32533	N
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	N
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	W
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	M
053862	GFD CONSTRUCTION INC	8777 ASHLAND AVE	PENSACOLA	FL	32514	N
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	N
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	N
055520	GULF COAST UTILITY CONTRACTORS	13938 HIGHWAY 77	PANAMA CITY	FL	32409	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
050489	HAILE, MICHAEL JACKSON DBA THE HAILE COMPANY OF NW FL INC	PO BOX 13425	PENSACOLA	FL	32591	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503	N
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	N
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	N
049240	J MILLER CONSTRUCTION INC	201 SOUTH "F" STREET	PENSACOLA	FL	32501	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	N
058801	M & H CONSTRUCTION SVCS INC	4782 MALLARD CREEK ROAD	PENSACOLA	FL	32526	M
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	N
053467	MIDSOUTH PAVING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505	N
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	N
002720	PANHANDLE GRADING & PAVING INC	2665 SOLO DOS FAMILIAF	PENSACOLA	FL	32534	N
030951	PAV'R CONSTRUCTION INC	501 EAST GREGORY ST STE 3	PENSACOLA	FL	32502	N

Opening Date: 01/06/17

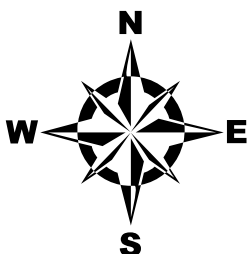
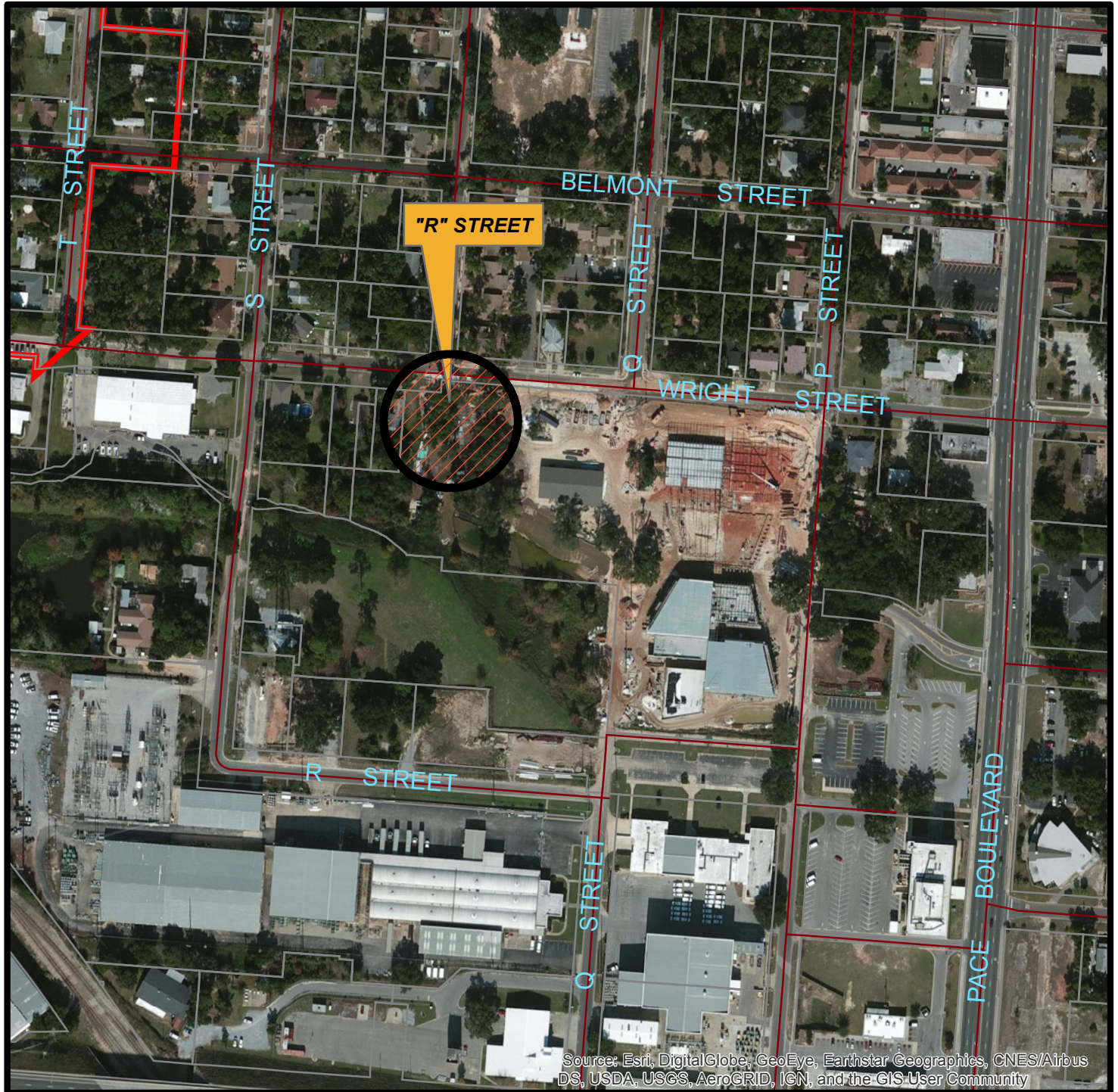
Bid No.: 17-006

**FINAL VENDOR REFERENCE LIST**  
**BAYOU CHICO "R" STREET @ MAGGIE'S DITCH STORMWATER TREATMENT ENHANCEMENT**  
**ENGINEERING AND CONSTRUCTION SERVICES**

Vendor	Name	Address	City	St	Zip Code	M/WBE
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563	W
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	M
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
021834	RANDALL CHAVERS SEPTIC TANK INC DBA R & L PRODUCTS	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
067564	ROBERSON UNDERGROUND UTILITY LLC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	N
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501	N
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	N
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	N
066848	TALCON GROUP LLC	156 DUPONT ROAD	HAVANA	FL	32333	N
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	N
002839	TERHAAR & CRONLEY GENERAL CONTRACTOR INC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE INC	213 EAST YONGE STREET	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
022290	VICTOR A WALKER DBA V A WALKER GENERAL CONTRACTOR	10235 LILLIAN HIGHWAY	PENSACOLA	FL	32506	N
030096	W D ROGERS MECHANICAL CONTRACTORS INC	3018 NORTH DAVIS HWY	PENSACOLA	FL	32503	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N
070332	WILLIAMS INDUSTRIAL	902 SOUTH MCGEE ROAD	BONIFAY	FL	32425	N
045140	WIT CONSTRUCTION SVCS LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
044856	WOLFE CONSTRUCTION	40 W NINE MILE RD #2 STE 212	PENSACOLA	FL	32534	N

Vendors: 80

# BAYOU CHICO R STREET @ MAGGIE DITCH TREATMENT ENHANCEMENT PROJECT



**PENSACOLA**

THE UPSIDE *of* FLORIDA

**DEPARTMENT OF PUBLIC WORKS AND FACILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION**



# Report of City Council Action Items

October 8, 2015

**Members Present:** Council President Andy Terhaar, Council Vice President Larry B. Johnson, Charles Bare, Jewel Cannada-Wynn, Sherri Myers, Brian Spencer, Gerald Wingate, and P. C. Wu

**Absent:** None



## CONSENT AGENDA ITEMS

1. MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PENSACOLA, PORT OF PENSACOLA AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR LAND USE CONTROLS

That City Council authorize the Mayor to execute a Memorandum of Agreement and any related documents between the City of Pensacola, Port of Pensacola and the Division of Waste Management, Florida DEP to perform contamination assessments and implement institutional Land Use Controls at the Port of Pensacola. Further, that City Council approve adding the MOA to the Port Terminal Tariff as required by the MOA.

*The motion passed unanimously.*

## REGULAR AGENDA ITEMS

2. INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY RELATING TO THE NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) GRANT FOR THE BAYOU CHICO RESTORATION PROJECT

That City Council approve and authorize the Mayor to execute the Interlocal Agreement between the City of Pensacola and Escambia County relating to the NFWF Grant for the Bayou Chico Restoration Projects at Bill Gregory Park and 'R' Street at Maggie's Ditch. Further, that City Council adopt the attached supplemental budget resolution to appropriate the grant funds.

*The motion passed unanimously.*

### SUPPLEMENTAL BUDGET RESOLUTION NO. 50-15 – **MOTION TO APPROVE**

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING FOR AN EFFECTIVE DATE.

*The motion passed unanimously.*

3. APPOINTMENTS – ARCHITECTURAL REVIEW BOARD

City Council reappointed Nina H. Campbell a planning board member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; Susan Campbell a Property or Business Owner in the Palafox Historic Business District; and George R. Mead, II a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District, for a term of two years, expiring September 30, 2017.

*The motion passed by acclamation unanimously.*

4. MARITIME PARK BOARD OF TRUSTEE APPOINTMENT

~~The CMPA board members shall be appointed by direct appointment of City Council Members. Current appointments shall be made by the Council Member at large, followed by individual district representatives beginning with Council District 1. Nothing herein shall prevent a Council Member from serving on the CMPA rather than appointing a non-Council Member.~~

**Substitute Motion:** That City Council direct the City Attorney to draft a resolution that will allow City Council Members to make direct appointments to CMPA Board of Trustees.

*The motion passed 5 – 3. Council Members Cannada-Wynn, Wingate, and Wu dissenting.*

# COUNCIL MEMORANDUM

Council Meeting Date: October 8, 2015

## LEGISLATIVE ACTION ITEM



**FROM:** Ashton J. Hayward, III, Mayor

*EWJ FOR*

**SUBJECT:** Interlocal Agreement between the City of Pensacola and Escambia County relating to the National Fish and Wildlife Foundation (NFWF) Grant for the Bayou Chico Restoration Project

### **RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute the Interlocal Agreement between the City of Pensacola and Escambia County relating to the NFWF Grant for the Bayou Chico Restoration Projects at Bill Gregory Park and 'R' Street at Maggie's Ditch. Further, that City Council adopt the attached supplemental budget resolution to appropriate the grant funds.

**AGENDA:** \_\_\_\_\_ Regular      X   Consent

Hearing Required: Public \_\_\_\_\_ Quasi-Judicial: \_\_\_\_\_ No Public Hearing:   X  

### **SUMMARY:**

The Bayou Chico Restoration Project grant proposal was submitted to NFWF by Escambia County as the lead organization and includes a suite of four (4) separate stormwater sub-projects, totaling \$11,032,250.00, two of which will be constructed by the City of Pensacola. The requested grant was awarded to Escambia County as the primary recipient and the attached interlocal agreement allows for the City to self-manage the two approved sub-projects within the suite at Bill Gregory Park and 'R' Street/Maggie's Ditch with reimbursement directly from Escambia County. The City sub-projects will be fully funded by the NFWF grant through Escambia County in the amount of \$2,180,000 for Bill Gregory Park and \$865,000 for 'R' Street at Maggie's Ditch. These projects will help to meet stormwater treatment goals intended to assist in the restoration of Bayou Chico and support planned restoration activities identified in the Florida Department of Environmental Protection's restoration plan for the Bayou. Expected outcomes include restored and greatly improved benthic habitat quality, increased biological diversity and productivity, and improved water quality to assist in meeting the total maximum daily pollutant loads (TMDL's) established for Bayou Chico. This suite of projects works to fulfill the NFWF focal area to restore and maintain the ecological integrity of priority coastal bays and estuaries.

### **PRIOR ACTION:**

None



Council Memorandum

Subject: Interlocal Agreement between the City of Pensacola and Escambia County relating to the National Fish and Wildlife Foundation (NFWF) Grant for the Bayou Chico Restoration Project

Council Meeting Date: October 8, 2015

Page 2

**FUNDING:**

Bill Gregory Park Stormwater Sub-Project

Budget: \$2,180,000 (NFWF Grant)

Actual: \$2,180,000 (Estimated)

R Street at Maggie's Ditch Stormwater Sub-Project

Budget: \$865,000 (NFWF Grant)

Actual: \$865,000 (Estimated)

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the funding for this grant.

**STAFF CONTACT:**

Eric W. Olson, City Administrator

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

**ATTACHMENTS:**

- 1) Interlocal Agreement between the City of Pensacola and Escambia County, Florida relating to the Bayou Chico Restoration Project
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Resolution Explanation

**PRESENTATION:**

None

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA  
AND ESCAMBIA COUNTY, FLORIDA RELATING TO THE BAYOU  
CHICO RESTORATION PROJECT**

**THIS AGREEMENT** made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between the City of Pensacola, Florida, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502, and Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

**WITNESSETH:**

**WHEREAS**, both the City and County have legal authority to perform general government services within their respective jurisdictions; and

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

**WHEREAS**, the County previously entered into a Project Funding Agreement with the National Fish and Wildlife Foundation (NFWF) to provide funding for the Bayou Chico Restoration Project (hereinafter referred to as "Funding Agreement"), a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS**, the City and County desire to cooperatively perform a portion of the Work comprising the Bayou Chico Restoration Project with Escambia County serving as the lead jurisdiction for purposes of administrative authority and grant management.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and the City of Pensacola agree as follows:

**ARTICLE 1**  
**Purpose**

1.1 Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Purpose. This Agreement sets forth the terms and conditions whereby the City and County shall jointly perform a portion of the Bayou Chico Restoration Project to include the Bill Gregory Park Regional Stormwater Treatment Facility Project and the R Street at Maggie's Ditch Stormwater Treatment Enhancement Project (hereinafter referred to as the "Project" or "Projects") as provided herein.

**ARTICLE 2**  
**Responsibilities of the Parties**

2.1 The County shall serve as the direct recipient of Project Funding pursuant to the Funding Agreement with NFWF and reimburse the City for eligible Project costs performed in accordance with the terms of this Agreement and the Funding Agreement. NFWF shall ultimately determine the eligibility of costs related to the project, as outlined in the grant project scope.

2.2 The City shall submit written requests for reimbursement of eligible Project costs already paid or incurred no more frequently than once monthly, and the County shall provide reimbursement once monthly for eligible costs. Requests shall include, at a minimum, the total dollar amount, an itemization by Task and Cost Category of the Project costs, and copies of any payment documentation or other relevant financial documents as may be reasonably required to verify Project costs. Requests for Reimbursement shall be submitted to the County's designated Project Manager at the following address:

To the County:  
Taylor "Chips" Kirschenfeld  
Escambia County Central Office Complex  
3363 West Park Place  
Pensacola, FL 32505

2.3 The City shall complete the individual Tasks comprising the Work identified in the Funding Agreement as follows:

\*Bill Gregory Park Regional Stormwater Treatment Facility Project  
Task 1- Bill Gregory Park Stormwater Project- Pre-Construction  
Task 2- Bill Gregory Park Stormwater Project- Construction  
Task 3- Bill Gregory Park Stormwater Project- Monitoring

\*R Street at Maggie's Ditch Stormwater Treatment Enhancement Project  
Task 4- R Street at Maggie's Ditch Stormwater Project- Pre-Construction  
Task 5- R Street at Maggie's Ditch Stormwater Project- Construction  
Task 6- R Street at Maggie's Ditch Stormwater Project- Monitoring

2.4 The City shall submit a Monthly Report to the County's designated Project Manager with a narrative description of the Work performed to date and certification that the Work performed to date constitutes part of the Project and each Task is proceeding on or under the Task Budget and will be completed on or under the Task Budget.

2.5 As it relates to the performance of Work pursuant to this Agreement, the City represents and warrants as follows:

a. The City shall conduct all activities related to the Work in compliance with applicable laws, regulations, rules, orders, and other governmental mandates,

including, but not limited to, those pertaining to procurement, acquisition, or other contracting actions;

b. The City shall comply with generally accepted policies and procedures applicable to procurement, acquisition, or other contracting actions;

c. The City is qualified to perform the applicable Work and reserves the right to contract and/or subcontract any aspect of the project work, as deemed necessary to complete the adopted project scope and schedule;

d. The City shall perform the applicable Work within budgeted costs as identified for such Work as provided in the Funding Agreement;

d. The City shall maintain appropriate insurance against liability for injury to persons or property from any and all activities related to the Work; and

e. The City does not have any conflict of interest with respect to NFWF, the County, or the Project.

2.6 Upon completion of the Projects described herein, the City shall be responsible for the maintenance of said improvements.

2.7 Project Funding as referenced herein is solely available subject to an award from NFWF. County shall have the right to terminate this Agreement and immediately cease all payments related thereto in the event NFWF should fail to award, terminate or cancel said funding after the effective date of this agreement. Upon such occurrence, neither party shall have any responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by NFWF.

2.8 This Agreement shall become effective, after being properly executed by the Parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for filing the Agreement with the Clerk.

### **ARTICLE 3** **GENERAL PROVISIONS**

3.1 Liability and Insurance. Subject to any claim of sovereign immunity provided by Florida Statutes 768.28, each party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents acting within the course of normal duties in the performance of this Agreement. Each party shall insure its own interests either through appropriate insurance policies or through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.

3.2 Termination. The Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.

3.3 Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as

amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

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

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

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

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

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

3.9 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

**To the County:**

Jack R. Brown  
County Administrator  
Escambia County  
221 South Palafox Place  
Pensacola, Florida 32502

**To the City:**

Ashton J. Hayward, III  
Mayor  
City of Pensacola  
222 West Main Street  
Pensacola, Florida 32502

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

COUNTY:  
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: \_\_\_\_\_  
Steven Barry, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

CITY:  
The City of Pensacola, a Florida Municipal Corporation

By: \_\_\_\_\_  
Ashton J. Hayward, III, Mayor,

Date: \_\_\_\_\_

ATTEST: Ericka Burnett  
Clerk of the City of Pensacola

By: \_\_\_\_\_  
City Clerk

Legal in form and valid as drawn:

By: \_\_\_\_\_  
City Attorney

**RESOLUTION  
NO. -**

**A RESOLUTION  
TO BE ENTITLED:**

**A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**A. SPECIAL GRANTS FUND**

To:	Miscellaneous Revenue	3,045,000
To:	Capital Outlay	3,045,000

**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  
OCTOBER 2015 - SUPPLEMENTAL BUDGET RESOLUTION - BAYOU CHICO STORMWATER GRANT

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Miscellaneous Revenue	3,045,000	Appropriate estimated revenue for Miscellaneous Revenue
Total Revenues	<u>3,045,000</u>	
Appropriations		
Capital Outlay	3,045,000	Appropriate funding for Capital Outlay
Total Appropriations	<u>3,045,000</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00221

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

AIRPORT - AWARD OF BID #17-018, PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION

**RECOMMENDATION:**

That City Council award Bid # 17-018, Pensacola International Airport Fuel Farm Road Reconstruction to J. Miller Construction, Inc., the lowest and most responsible bidder in the amount of \$125,684.00 for roadway repairs as outlined in the bid specifications plus a 10% contingency of \$12,568.40 for a total amount of \$138,252.40. Further, that City Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

All aviation fuel placed in aircraft at the Pensacola International Airport is delivered to and stored in a series of aboveground tanks located in an area off Tippen Avenue. Bulk delivery trucks as well as the mobile fuel vehicles operated by Pensacola Aviation Center access the site via a secure roadway system. This road segment, constructed in 1989, has settled in numerous locations due to the weight and frequency of truck operations. The current condition of the road has begun to impact vehicle operations, and if uncorrected, could result in an interruption to fuel deliveries. At the request of Airport Staff, City Engineering reviewed the situation and developed plans and specifications for corrective work. The resultant scope of work for the fuel farm road reconstruction project was advertised under Invitation To Bid # 17-018 on February 20, 2017. A mandatory Pre-Bid Conference was held on site March 6, 2017. Sealed bids were received on March 16, 2017, and reviewed by City Engineering. Eight (8) vendors responded to the City's Invitation to Bid. J. Miller Construction, Inc. was the lowest and most responsible bidder.

**PRIOR ACTION:**

N/A

**FUNDING:**

Budget:     \$ 142,600.00

Actual:     \$ 138,252.40

**FINANCIAL IMPACT:**

Funds are available in the Airport's Capital Improvement Account.

**CITY ATTORNEY REVIEW:**   Yes

3/22/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Daniel E. Flynn, Airport Director

**ATTACHMENTS:**

- 1) Bid Tabulation - Bid # 17-018
- 2) Vendor Reference List - Bid # 17-018

**PRESENTATION:**     No

TABULATION OF BIDS

BID NO: 17-018  
TITLE: PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION

OPENING DATE: March 16, 2017 OPENING TIME: 2:30 P.M. DEPARTMENT: Engineering/Airport	J. MILLER CONSTRUCTION, INC. Pensacola, FL	BKW, INC. Pensacola, FL	PANHANDLE GRADING & PAVING, INC. Pensacola, FL	SITE & UTILITY, LLC Pensacola, FL	GULF-ATLANTIC CONSTRUCTORS, INC. Pensacola, FL	GULF COAST UTILITY CONTRACTORS Panama City, FL	MIDSOUTH PAVING, INC. Pensacola, FL	ROADS, INC. OF NWF Cantonment, FL
Base Bid	\$125,684.00	\$130,998.11	\$140,850.00	\$170,000.00	\$184,452.25	\$220,947.50	\$237,534.25	\$279,068.52
Attended Prebid	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

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Opening Date: 03/16/17

Bid No.: 17-018

**FINAL VENDOR REFERENCE LIST**  
**PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION**  
**AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	M/WBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	N
047054	AFFORDABLE CONCRETE LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32514	N
006037	AL WINGATE & COMPANY DBA/ WKG ENTERPRISES INC	10901 GULF BEACH HWY	PENSACOLA	FL	32507	N
046667	ALFRED BURGDORF LLC DBA A & B DOZING LLC	2172 W NINE MILE RD PMB 158	PENSACOLA	FL	32534	N
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	N
066983	APPLIED CONSTRUCTION MANAGEMENT	2083 DOWNING DRIVE	PENSACOLA	FL	32505	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
032537	BEULAH EXCAVATING CO	6640 FRANK REEDER ROAD	PENSACOLA	FL	32526	N
050729	BEVERWYCK SOUTH INC DBA PAUL DAVIS RESTORATION OF P'COLA-FWB	101 E BRAINERD ST STE A	PENSACOLA	FL	32501	N
038068	BIGGS GREEN CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591	N
057455	BILL FERGUSON ENTERPRISES INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
063759	BILL MCBRIDE CONSTRUCTION LLC	320 WEST LLOYD STREET	PENSACOLA	FL	32501	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	N
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534	N
026898	BONTRAGER BUILDER GROUP INC	223 W GREGORY STREET	PENSACOLA	FL	32502	N
065158	BOSS LADY CONCRETE CONSTRUCTION LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	N
042801	BOYD RENFRO LLC	38 S BLUE ANGEL PKWY #330	PENSACOLA	FL	32506	N
068970	BR BONNER'S HAULING INC	10231 WALBRIDGE STREET	PENSACOLA	FL	32514	N
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
053081	BUBBA BOX LLC	1249 SOUTH OLD CORRY FIELD RD	PENSACOLA	FL	32507	N
047830	CANTONMENT EXCAVATING LLC	130 MINTZ LANE	CANTONMENT	FL	32533	N
049315	CEDAR GROVE TRI-STATE INC	631 MILESTONE BLVD	CANTONMENT	FL	32533	N
042045	CHAUVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	N
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	N
039797	CONTAINERS INC OF NW FLORIDA CONTAINERS INC	P O BOX 6115	PENSACOLA	FL	32503	N
058961	CONTRACTOR SERVICES LLC	3044 EAST KINGSFIELD ROAD	PENSACOLA	FL	32514	N
043794	CRAFTSMAN CONCRETE CONTRACTORS	55 SOUTH B STREET	PENSACOLA	FL	32502	N
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	N
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	N
023733	D H GRIFFIN WRECKING CO INC	P O BOX 7037	PENSACOLA	FL	32534	N
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	N
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	N
057581	DB CONSTRUCTION LLC DBA GLOBAL RESTORATION SERVICES	3960 WEST NAVY BLVD SUITE 41	PENSACOLA	FL	32507	N
066984	DELTA CONTRACTORS	1238 FINLEY DRIVE	PENSACOLA	FL	32514	N
056603	DESIGN HOMEBUILDERS INC	2460 BLUFFS CIRCLE	PENSACOLA	FL	32503	N
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	N
048528	EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	N
032820	ENVIROREM INC	1249 SOUTH OLD CORRY FIELD RD	PENSACOLA	FL	32507	N
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	N
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N

Opening Date: 03/16/17

Bid No.: 17-018

**FINAL VENDOR REFERENCE LIST**  
**PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION**  
**AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	M/WBE
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	N
053084	FOUNTAIN	2755 FENWICK ROAD	PENSACOLA	FL	32526	N
053080	FRECH CONSTRUCTION INC	PO BOX 485	GULF BREEZE	FL	32562	N
068937	G SMITH'S LAND MANAGEMENT	11809 CHANTICLEER DRIVE	PENSACOLA	FL	32507	N
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MANAGEMENT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	N
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	N
036376	GREEN, ANTHONY JR DBA GREEN'S LANDCLEARING	8804 SONNYBOY LANE	PENSACOLA	FL	32514	N
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	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
034436	GULF COAST ENVIRONMENTAL CONTRACTORS INC	1765 E NINE MILE RD ST 1, #110	PENSACOLA	FL	32514	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	N
055520	GULF COAST UTILITY CONTRACTORS	13938 HIGHWAY 77	PANAMA CITY	FL	32409	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	N
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
042677	IRBY ENGINEERING & CONSTRUCTION INC	94 E GARDEN ST	PENSACOLA	FL	32502	N
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	N
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	N
049290	JOHNSON COLEMAN DBA CJ MASONRY	3905 NORTH P STREET	PENSACOLA	FL	32505	N
053484	JOHNSON CONSTRUCTION OF PENSACOLA INC	6310 WEST FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
024819	KEENAN & SONS INC	3250 W FAIRFIELD DR	PENSACOLA	FL	32505	N
043889	KELLY, DAVID H DBA DAVE'S LAND CLEARING & DEBRIS REMOVAL	PO BOX 1221	GONZALEZ	FL	32560	N
051998	KIRKLAND, WILLIE JR DBA WILLIE KIRKLAND TRUCKING	2703 WEYLAND CIRCLE	PENSACOLA	FL	32526	N
044890	KLEPAC ENGINEERING & CONTRACTING LLC	10305 BRISTOL PARK ROAD	CANTONMENT	FL	32533	N
010677	LARRY HALL CONSTRUCTION INC	P O BOX 2408	PACE	FL	32571	N
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	N
060298	LESCO GROUP INC DBA LESCO ENVIRONMENTAL SERVICES	PO BOX 362	CANTONMENT	FL	32533	N
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	N
048941	MARK TAYLOR CONSTRUCTION LLC	1719 N 9TH AVE	PENSACOLA	FL	32503	N
047005	MATHIS CONSTRUCTION	362 GULF BREEZE PARKWAY #127	GULF BREEZE	FL	32561	N
069799	MAVERICK DEMOLITION OF NW FLORIDA INC	2355 SUMMIT BLVD	PENSACOLA	FL	32503	N
050051	MCG INC	516 E STRONG ST	PENSACOLA	FL	32501	N
057267	MCKNIGHT, CHARLES SEAN DBA SEAN MCKNIGHT & SONS PROFESSIONAL SERVICES LLC	4200 LANGLEY AVENUE	PENSACOLA	FL	32504	N
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	N
053467	MIDSOUTH PAVING INC	PO BOX 198495	ATLANTA	GA	30384	N
031023	MILLIGAN FORD UNLIMITED INC	3160 TUNNEL ROAD	PACE	FL	32571	N
045203	MOORE, STEVEN T DBA MC GROUP LLC	605-A EAST GOVERNMENT STREET	PENSACOLA	FL	32502	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N

Opening Date: 03/16/17

Bid No.: 17-018

**FINAL VENDOR REFERENCE LIST**  
**PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION**  
**AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	M/WBE
066985	NORTH STAR DEMO & REMEDIATION LP	450 VAN PELT LANE	PENSACOLA	FL	32505	N
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505	N
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	N
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	N
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	N
052914	PAPA'S TRUCK LLC	3233 ELCANO LANE	CANTONMENT	FL	32533	N
049009	PARRIS CONSTRUCTION CO LLC	10 EAST FAIRFIELD DRIVE STE C	PENSACOLA	FL	32503	N
058953	PARSCO LLC	714 NORTH DEVILLIERS STREET	PENSACOLA	FL	32501	N
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 13712	PENSACOLA	FL	32574	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
033922	PHILLIPS & JORDAN	41 N JEFFERSON STE 401	PENSACOLA	FL	32502	N
027684	PHOENIX CONSTRUCTION SERVICES	1805 TENNESSEE AVE	LYNN HAVEN	FL	32444	N
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	N
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563	Y
068488	PRO CONSTRUCTION LLC DBA COMPLETE DK1	511 WYNNEHURST STREET	PENSACOLA	FL	32503	N
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y
045636	PURIFOY CONSTRUCTION LLC	1425 MUSCOGEE ROAD	CANTONMENT	FL	32533	N
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
039087	QUALITY SYSTEMS INSTALLATION INC	102 EAST ROBERTS RD	PENSACOLA	FL	32534	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N
056449	ROBERSON, ROBERT DBA R2R ENTERPRISES LLC	8290 SEDGEFIELD DRIVE	PENSACOLA	FL	32507	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
057937	ROPER & ROPER GENERAL CONTRACTORS LLC	5042 SKYLARK COURT	PENSACOLA	FL	32505	N
046042	ROYALTY LLC DBA ROYALTY MANAGEMENT LLC	1765 E NINE MILE ROAD #1-104	PENSACOLA	FL	32514	N
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	N
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	N
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	N
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
035108	SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA STREET	PENSACOLA	FL	32502	N
068159	SOUTHERN DRILL SUPPLY INC	1822 BLACKBIRD LANE	PENSACOLA	FL	32534	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
053083	SOUTHLAND	2621 LONGLEAF	PENSACOLA	FL	32526	N
054175	SUPERIOR WASTE & LANDCLEARING LLC	8804 SONNYBOY LANE	PENSACOLA	FL	32514	N
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	N
052830	TACOMA CONSTRUCTION LLC DBA TARTAN CONSTRUCTION	4051 FLORIDATOWN RD	PACE	FL	32571	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE	213 E YONGE ST	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
041498	TOTAL RESPONSE SYSTEMS	4400 BAYOU BLVD STE 25D	PENSACOLA	FL	32503	N
024977	TRAMMELL CONSTRUCTION CO INC	9425 WANDA DR	PENSACOLA	FL	32514	N
051465	TROY TEMPLEMAN DBA GULF STATES ENTERPRISES INC	2140 JARROD DRIVE	CANTONMENT	FL	32533	N



Opening Date: 03/16/17

Bid No.: 17-018

**FINAL VENDOR REFERENCE LIST  
PENSACOLA INTERNATIONAL AIRPORT FUEL FARM ROAD RECONSTRUCTION  
AIRPORT/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	M/WBE
058764	URBAN INFILL CORPORATION	P O BOX 4387	PENSACOLA	FL	32507	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
039962	VDB VISION CONSULTANTS	140 REDBREAST LANE	PENSACOLA	FL	32503	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
047084	WADDELL HOMES INC	5876 NORTH BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
032732	WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N
041432	WATERS GENERAL CONTRACTORS INC	10070 SCENIC HWY	PENSACOLA	FL	32514	N
051237	WATSON, ALFRED D DBA ALFRED WATSON CONSTRUCTION LLC	4007 NORTH "W" STREET	PENSACOLA	FL	32505	Y
051855	WHITE CONSTRUCTION & RENOVATION INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	N
045140	WIT CONSTRUCTION SERVICES LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534	N
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 154



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00208

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

APPOINTMENT TO THE FIREFIGHTERS' RELIEF AND PENSION FUND BOARD OF TRUSTEES

**RECOMMENDATION:**

That City Council ratify the appointment of Jerri Barnes as the fifth member trustee of the Firefighters' Relief and Pension Fund.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

At the meeting on February 8, 2017, the Firefighters' Relief and Pension Fund Board of Trustees elected Jerri Barnes the fifth member of the Board. Her term is for two years and will expire December 31, 2018.

**PRIOR ACTION:**

July 17, 2015 - City Council ratified Ms. Barnes' original appointment.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

3/13/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00247

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Brian Spencer

**SUBJECT:**

APPOINTMENT - PARKS AND RECREATION BOARD

### **RECOMMENDATION:**

That City Council appoint one (1) individual to serve on the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2020.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

The Parks and Recreation Board shall advise and make recommendations to the City Council and shall advise the Mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks within the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities. Members of this board are not required to be residents of the City.

The following individual has been nominated:

**Nominee:**

Barrett Breedlove

**Nominated by:**

Johnson

### **PRIOR ACTION:**

City Council appoints members to the Parks and Recreation Board on a biennial basis.

### **FUNDING:**

N/A

### **FINANCIAL IMPACT:**

N/A

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**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Nomination Form - Barrett Breedlove
- 2) Application of Interest - Barrett Breedlove
- 3) Resume - Barrett Breedlove

**PRESENTATION:** No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Larry B. Johnson, do nominate Barrett Breedlove  
(Nominee)

871 Woodbine Drive 32503 903 521-3231  
(Home Address) (Phone)

3008 FL Highway 95-A 32534  
(Business Address) (Phone)

barretto@breedloves.com  
(Email Address)

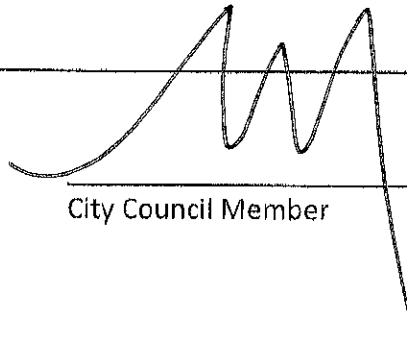
City Resident: ☒ YES NO  
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**MEMBER  
PARKS & RECREATION BOARD**

Provide a brief description of nominee's qualifications:

Interested in serving on Parks & Recreation Bd.

  
\_\_\_\_\_  
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

**Trudi Nichols**

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**From:** noreply@civicplus.com  
**Sent:** Friday, March 24, 2017 10:56 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](http://cityofpensacola.com/council) for Council Member contact information. If you have any questions, contact the City Clerk's Office.*

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(Section Break)

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### Personal Information

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Name	Barrett Breedlove
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Home Address	871 Woodbine Dr
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Business Address	<i>Field not completed.</i>
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To which address do you prefer we send correspondence regarding this application?	Home
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Preferred Contact Phone Number(s)	9035213231
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Email Address	<a href="mailto:barrett@breedloves.com">barrett@breedloves.com</a>
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Upload Resume (optional)	<a href="#">Breedlove_1.pdf</a>
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(Section Break)

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## Details

Are you a City resident?	Yes
If yes, which district?	4
If yes, how long have you been a City resident?	4 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks and Recreation
Please list the reasons for your interest in this position:	After years of service to the country, I have for some time now had a growing interest in serving the local community. A vibrant and vital community of parks available for the purposes of outdoor family recreation as well as for the encouragement of participation in physical fitness positively affects the morale and welfare of the community in which it resides. As a husband, a father of two young active girls, a member of the Marine Corps Reserves and 3-time Double Bridge completer, a well-groomed and functional park system contributes greatly to public benefit and the encouragement of its utilization.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

## Diversity

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

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

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

**BARRETT C. BREEDLOVE**  
903.521.3231 | BARRETT@BREEDLOVES.COM

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U.S. Marine Corps Officer and accomplished helicopter pilot with experience in advanced training, logistics, and project management. Proven ability to leverage strong interpersonal skills and relationship building to improve processes multi-laterally. A self-starter, sustaining tactical and technical proficiency in fast-paced environments; well-rounded and respected leader with experience presenting to senior leadership and motivating teams to meet organizational goals in a timely and efficient manner.

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**KEY QUALIFICATIONS**

- Over 10 years experience as team lead in small to medium cross-divisional projects.
- Management experience with budgets of \$5,000/month and \$250,000 in assets.
- Extensive MS Office Suite experience (Word, Excel, Outlook, Power Point)
- Dept of Defense Secret Security Clearance

**PROFESSIONAL EXPERIENCE**

**U.S. NAVY FLIGHT SCHOOL INSTRUCTOR**

**MAY 2013-PRESENT**

**TRAINING STANDARDIZATION, PROGRAM DIRECTOR**

- Maintained, managed, and improved standard operating procedures for Formation and Search/Rescue phases to ensure standardized training methods for over 250 students and 55 instructors alike
- Led detailed reviews of curricula including computer-based courseware, testing material, and implementation of concepts in real-time dynamic environments; acted as lead presenter of academic courseware to average class size of 20 student aviators across Coast Guard, Navy, Marine Corps, and international alliances
- Hands-on mentor to 13 Naval Aviation flight students, providing weekly mentorship throughout training program.

**STUDENT CONTROL, PROGRAM DIRECTOR**

- Acted as Command's sole representative to focus supervisory attention and facilitate in-depth mentorship to 35 students with specific training deficiencies; applied problem solving to achieve results-oriented solutions on daily basis

**U.S. MARINE CORPS TACTICAL SQUADRON PILOT**

**MARCH 2009-MAY 2013**

**CURRENT AND FUTURE OPERATIONS ROTARY WING PLANNER**

- Coordinated and liaised for current and future Wing level exercises and contingencies. Sourced 375 air support requests for 12 live fire exercises to enhance training readiness and air to ground task force integration
- Represented seven Marine helicopter squadrons spanning eight monthly fragmentary tasking conferences
- Advised senior level leadership with current and future readiness capabilities for exercises
- Coordinated rapid response for support and relief effort in response to Hurricane Sandy

**QUALITY ASSURANCE DIVISION HEAD**

- Lead, trained, and supervised six technical experts and two librarians, ensuring quality and standardization of maintenance procedures and practices IAW numerous technical directives
- Revised, reinstated, and supervised squadron's Pilot Monthly Inspection program, to include development of Functional Check Pilot (FCP) cadre in support of the Maintenance Department. Oversaw qualification of four new FCPs

**LOGISTICS AND EMBARKATION OFFICER**

- Forecasted resources and led teams of up to 15 people to support a unit of over 110 personnel by providing supplies, transportation, and housing for missions up to seven months
- Accountable for \$250,000 in equipment and forecasted unit requirements for multiple training exercises and follow-on deployments conducted in multiple countries
- Identified and reconciled shortfalls in living conditions of unit's service members, allowing for improved quality of life for over 100 personnel; implemented inspection system to prolong improved quality of life and unit morale

**TRAINING AND EDUCATION**

- B.S. in Agricultural Economics, Texas A&M University, 2005
- Marine Corps Officer training / U.S. Naval Aviation Flight School 2006-2009
- Expeditionary Warfare School graduate
- Aviation Maintenance Management Course graduate
- Deloitte CORE Leadership Program, February 2016



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 11-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PROPOSED ORDINANCE NO. 11-17 - AMENDMENT TO SECTION 4-3-97, PROVIDING SANITATION COLLECTION FEE AND CREATING A SANITATION EQUIPMENT SURCHARGE.

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 11-17 on first reading.

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION FEES; PROVIDING FOR SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola recently contracted SCS Engineers to conduct a sanitation rate study to determine whether the cost of providing sanitation services is in balance with the rates currently being charged for performing those services. As a result of the study, a recommendation is made to City Council that the collection fees be adjusted and that a sanitation equipment surcharge be implemented which, like the collection fees, would be adjusted annually based on changes in the Consumer Price Index (CPI).

SCS Engineers was first retained in 2007 to perform a solid waste analysis and rate study. At that time the sanitation rate was \$19.85 per month, a level where it had been since 2000. The final report by SCS included a recommendation that Council set the monthly rate at \$28.16 and implement a fuel surcharge to capture the actual cost of fuel based on usage. There was also a recommendation to adjust the rate annually according to changes in the CPI. The 2007 SCS study provided a list of cost savings options that required system changes to help control future rate increases and the majority of those options have been addressed. However, the option of creating a dedicated funding source for the replacement of sanitation vehicles was not possible with the \$22.20 Sanitation Rate that was adopted by Council in 2007.

Since the 2007 rate study the sanitation rate has been increased once, in FY 2012, to \$22.80 per month (a 2.7% increase). However, by FY 2017 the CPI increased by 15.1% during that time period, as indicated in the chart

below. Had the initial sanitation rate kept pace with the CPI, as provided for in the ordinance, that rate would now be \$25.77 per month and the additional revenues would have totaled approximately \$3,936,000. If the CPI adjustment been implemented each year, as provided for in the ordinance, the additional revenue due to the CPI adjustments would have provided for a more timely replacement of sanitation fleet vehicles.

## Sanitation Rate History

Fiscal Year	Actual Monthly Rate	CPI Increase or Decrease	Sanitation Rate If CPI Were Applied
2008	\$22.20		
2009	\$22.20	4.00%	\$23.09
2010	\$22.20	-0.40%	\$23.00
2011	\$22.20	2.30%	\$23.53
2012	\$22.80	2.70%	\$24.17
2013	\$22.80	2.70%	\$24.82
2014	\$22.80	1.50%	\$25.19
2015	\$22.80	1.50%	\$25.57
2016	\$22.80	-0.10%	\$25.54
2017	\$22.80	0.90%	\$25.77

In 2016 it became apparent that the current \$22.80 Sanitation Rate was not adequate to fully fund the collection system operation and provide funding for fleet replacement. Therefore, the City again contracted with SCS Engineers to perform a rate study as an update to the 2007 study. The latest SCS Engineers rate study recommends a \$1.26 increase in the Sanitation Rate for operational funding and the establishment of a Sanitation Equipment Surcharge of \$2.17 to fund sanitation fleet replacement. Over a ten year period, the equipment surcharge would fund the replacement of sanitation equipment valued at \$4,996,393. This surcharge would provide for timely sanitation fleet replacement and would help reduce, or at least stabilize, escalating maintenance costs associated with the current fleet of collection equipment.

The recommendation before City Council would set the Sanitation Rate at \$24.06 and implement a \$1.00 per month Sanitation Equipment Surcharge followed by an increase in that surcharge to \$2.00 the following year. Adjustments would be made annually based on changes in the CPI. The funds generated by the equipment surcharge would be placed into a restricted account for the purpose of purchasing sanitation vehicles and equipment.

Lastly, it is important to note that the City frequently utilizes its fleet of yard trash collection trucks and the supporting fleet of transfer station tractor/trailers in response to major and minor natural disasters. This equipment is used to provide timely response to these situations which are generally not related to normal sanitation collection activity but are extraordinary in nature. Such is the case of the recent floods and tornado cleanups. Since this equipment is used for the betterment of the entire community, perhaps there is a way to fully fund the purchase of the Yard Trash and Transfer Station equipment through Local Option Sales Tax (LOST) funds. The ten year projected cost of replacing the Yard Trash trucks is \$1,175,705 and the Transfer Station equipment is \$770,371, or a total of \$1,946,076 combined. These fleet replacements represent

approximately \$0.85 of the \$2.17 needed to fully fund the equipment replacement. Fully funding the Yard Trash and Transfer Station fleet through LOST funds would allow the Sanitation Equipment Surcharge to be set at \$1.32 per month to fund replacement of the remainder of the Sanitation fleet.

**PRIOR ACTION:**

March 22, 2007 - City Council adopted Ordinance #14-07 adjusting the sanitation rate to \$22.20 based on the rate study.

September 22, 2011 - City council adopted Ordinance #22-11 adjusting the sanitation rate to \$22.80 based on the change in the Consumer Price Index (CPI).

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Approval of the proposed ordinance would set the sanitation rate at \$24.06 per month, a \$1.26 per month increase, and would implement a \$1.00 per month sanitation equipment surcharge effective June 1, 2017, upon adoption on second reading. The increase in the sanitation rate would generate approximately \$289,000 annually in additional operating revenue and the sanitation equipment surcharge would generate approximately \$229,500 annually for capital equipment expenditures. Additionally, approval of the proposed ordinance would increase the sanitation equipment surcharge by an additional \$1.00 per month on October 1, 2018 which would increase the annual revenue generated by the sanitation equipment surcharge to approximately \$459,000 annually.

**CITY ATTORNEY REVIEW:** Yes

3/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Jerry Moore, Sanitation Services and Fleet Management Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 11-17
- 2) Sanitation Rate Study Report

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 11-17

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

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES; PROVIDING FOR SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-3-97 of the Code of the City of Pensacola, Florida, is hereby amended to read:

Sec. 4-3-97. Fees and surcharges.

The following fees are hereby established for recycling, solid waste or refuse collection services by the city as may be amended from time to time by resolution of the city council:

- (1) *New accounts, transferred accounts, and resumption of terminated service:* Twenty dollars (\$20.00).
- (2) *Garbage, recycling and trash collection fee, per month:* ~~Twenty-two~~ Twenty four dollars and ~~eighty six cents (\$22.80)~~ (\$24.06). This fee shall be initially set on June 1, 2017 and shall be automatically adjusted October 1, 2018, and each October 1 thereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.
- (3) Provided, however, the monthly fee for garbage, recycling and trash collection for the dwelling of an eligible household, occupied by a person sixty-five (65) years of age or older, under the low-income home energy assistance program pursuant to F.S. § 409.508, 1993, as administered by the Escambia County Council on Aging or for the dwelling of a family heretofore determined by the housing and community development office of the city to be eligible for assistance under the Section 8 existing housing assistance payments program pursuant to 42 U.S.C., section 1437(f), shall be reduced by one dollar (\$1.00) per month commencing October 1, 1989, and by an additional one dollar (\$1.00) per month commencing October 1, 1990, provided that sufficient monies are appropriated from the general fund to replace decreased solid waste revenues caused by such fee reductions. If insufficient monies are appropriated from the general fund to replace all of such decreased solid waste revenues, then the mayor may change the amount of the fee reduction to an amount less than the amount set forth in the preceding.
- (4) *Sanitation equipment surcharge:* One dollar (\$1.00) per month. A sanitation equipment surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, shall be initially set on June 1, 2017 and shall be automatically increased to two dollars (\$2.00) per month on October 1, 2018. This surcharge shall be automatically adjusted October 1, 2019, and each October 1 thereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.



- ~~(4)~~ (5) *Vehicle fuel and lubricant pass-through surcharge:* One dollar and thirty cents (\$1.30) per month. A sanitation services division vehicle fuel and lubricant surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, which shall be initially set on the fiscal year 2007 sanitation services fuel and lubricant budget, shall be revised by the director of finance no less frequently than annually based upon the budgeted fuel and lubricant costs adjusted for their actual costs for the previous or current fiscal years.
- ~~(5)~~ (6) *Tire removal:* A surcharge of three dollars (\$3.00) per tire shall be added to the scheduled or nonscheduled bulk waste collection fee established herein whenever tire(s) more than twelve (12) inches in size are collected.
- ~~(6)~~ (7) *Scheduled bulk waste collection:* The fee for scheduled bulk item collection shall be fifteen dollars (\$15.00) for the first three (3) minutes and five dollars (\$5.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- ~~(7)~~ (8) *Non-scheduled bulk waste collection:* The fee for nonscheduled bulk item collection shall be thirty-five dollars (\$35.00) for the first three (3) minutes and ten dollars (\$10.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- ~~(8)~~ (9) Deposits in an amount up to a total of the highest two (2) months bills for service within the previous twelve (12) months may be required of customers who, after the passage of this section, have their service cut for nonpayment or have a late payment history. The department of finance will be responsible for the judicious administration of deposits.
- ~~(9)~~ (10) A late charge equal to one and one-half (1½) percent per month of the unpaid previous balance.

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

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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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



## FINAL REPORT

### Updated Sanitation Rate Study

Presented to:

City of Pensacola, Florida



100 West Leonard Street  
Pensacola, Florida 32501  
(850) 435-1894

Presented by:

#### **SCS ENGINEERS**

4041 Park Oaks Blvd #100,  
Tampa, Florida 33610  
(813) 621-0080

March 1, 2017  
File No. 09216077.00

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## Appendices

- A Pro Forma Model Schedules (DVD in folder)

## 1.0 EXECUTIVE SUMMARY

### 1.1 INTRODUCTION

In May 2016, the City of Pensacola, Florida (City) retained SCS Engineers (SCS) to conduct an updated solid waste cost of services and rate study. Based on data and information provided by City staff, a pro forma rate model (Model) was developed, which enabled SCS to make projections of financial performance of solid waste collection and disposal for the upcoming five-year, planning period (FY 2017-2022) and model different possible rate structures. This report provides a discussion of the methodology used to conduct the analysis, the revenue requirements of the City's solid waste program as determined by the analysis, and proposed fees and charges to be considered by the City of Pensacola City Council.

In 2007, SCS was engaged by the City to evaluate the City's solid waste operations and make recommendations on cost savings and revenue enhancement opportunities. SCS also completed a comprehensive financial rate analysis for solid waste operations. Based on data and information provided by City staff, a rate model was developed, which enabled SCS to make projections of financial performance of refuse collection and transfer operations for the upcoming five-year planning period (2007-2011) and model various user rate structures.

Based on our review and analysis, SCS made the following major recommendations in the 2007 rate study:

- That the City's Sanitation Services continue to remain as an enterprise fund.
- That the City's customer bills reflect an automatic annual CPI adjustment to the rate beginning in FY08.
- That the City should increase fees billed to property owners or occupant for bulk waste collection.
- A surcharge should be added for bulk waste collection of tires.
- That the City's customer billing rates include a provision for a fuel adjustment quarterly, based on the Retail Diesel On-Highway Fuel Price Index published by the U.S. Department of Energy, and provide for a line item to reflect such cost on the customer's monthly bill.
- That the City's customer billing rates should include an annual disposal cost adjustment, based on actual City costs for these services.
- City staff should conduct further research into the feasibility of converting yard trash and bulk waste collection to a single person crew operation.
- That the City should create an Equipment Reserve Fund (sinking fund) for funding of future Sanitation equipment replacement costs.

The City provides a variety of sanitation core services including once a week, automated collection of single-family homes (18,480 customers) and 640 commercial businesses. These accounts are serviced using City-provided rolling carts. In addition, residential customers are provided once a week, single-stream recycling, yard waste and bulk waste collection. Other important services provided include the following: container maintenance, Mayor's neighborhood cleanups, event recycling, and storm cleanup and management.

Current monthly charges (residential and commercial) include the following:

- Container charges - \$18.36
- Disposal charges - \$4.44
- Fuel surcharge - \$0.90

## 1.2 RATE SCENARIOS

SCS developed the following rate scenario options for consideration by the City Council:

- **Option 1, "Status Quo"** – This option assumes that the estimated deficits in projected annual operating revenues would be met by raising customer rates on an annual basis or transfers from the City's General Fund.
- **Option 2, "Annual CPI Increases in Monthly Sanitation Rate"** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees. The Department would continue to assess individual monthly charges for fuel and landfill services.
- **Option 3, "Increase Sanitation Rate by \$1.26 to Account for Increases in Annual Operating Costs and for Changes in the Cost of Recycling Processing"** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees as in Option 2 and accounts for the continuation of recycling processing fees which began in 2016.
- **Option 4, "Implement a Long-Term Funding Program for Fleet Replacement"** – This option assumes establishing a Sanitation Equipment Surcharge of \$2.17 per month to establish a Sanitation Equipment Fund under the Sanitation Fund. In order to achieve full funding of equipment needs, this surcharge could initially set at \$1.00 per month and increased by \$1.17 per month for the following year. Alternatively, the City could use its LOST Fund for a portion of the needed vehicle replacement cost for yard and transfer station vehicles and set the surcharge at \$1.32 per month.

## 1.3 RECOMMENDATIONS

SCS makes the following recommendations:

- Establish a rate of \$24.06 per month for residential and commercial customers.

- Increase these rates annually based on a CPI adjustment.
- Implement a long-term funding program, as described in the report, for fleet replacement.



## 2.0 INTRODUCTION

In May 2016, the City of Pensacola, Florida (City) retained SCS Engineers (SCS) to conduct an updated solid waste cost of services and rate study. Based on data and information provided by City staff, a pro forma rate model (Model) was developed, which enabled SCS to make projections of financial performance of solid waste collection and disposal for the upcoming five-year, planning period (FY 2017-2022) and model different possible rate structures. This report provides a discussion of the methodology used to conduct the analysis, the revenue requirements of the City's solid waste program as determined by the analysis, and proposed fees and charges to be considered by the City of Pensacola City Council.

### 2.1 SCOPE OF SERVICES

SCS completed the following tasks as noted in the paragraphs below to help update the study and the Pro Forma Model.

**Task 1 – Kick-off Meeting.** SCS kicked off the project with a face-to-face meeting after award of this project. To help us frame the scope of this project, SCS requested background information and review reports, data, and any other related information relevant to solid waste operations since 2007 prior to the meeting.

**Task 2 – Gather and Analyze Historical Information.** An important aspect of predicting future revenues and expenditures is to understand the past operating performance since the last rate study. SCS gathered pertinent demographic data, solid waste generation statistics, and financial data on the City's solid waste collection, disposal, recycling, yard waste, bulky waste, household hazardous waste, and administration costs. These data were organized into a Pro Forma Model, which enabled SCS to provide the City with an analysis of the rate impacts of system changes.

**Task 3 – Project Revenue Requirements.** SCS evaluated the "revenue requirement" to support the City's solid waste operations on a yearly basis. The "revenue requirement" is the total amount of money the City must collect to pay solid waste system expenditures needed to provide its targeted levels of service while meeting its financial requirements. The revenue requirement includes long-term capital expenditures that are paid out of current rates and not paid by existing and proposed bonds for new capital projects. The revenue requirement at the time of ratemaking were be estimated by annualizing the fiscal year-to-date cash expenditures. Additionally, adjustments were made by SCS for any significant non-recurring expenditures (e.g., one-time payments at the end of the fiscal year). Revenue requirements for future years were projected by applying anticipated changes in the expenditures to the current revenue requirement. These changes may include such items as: inflation, increases in worker' wages, fuel adjustments, increased disposal costs, stricter requirements from regulating agencies, and leachate treatment adjustments. They may also include expected costs for new projects and new programs. We reviewed proposed expansion costs for accuracy and omissions. In addition to projected cash expenditures, any adjustments will be made to account for required increases, if any, in the fund balance or City's financial policies.

**Task 4 – Design New Rates for Each Customer Group.** SCS finalized the revised Pro Forma Model to enable development of rate designs. SCS worked with the City to utilize the Pro Forma Model, which will be constructed specifically for this project, to construct a series of sensitivity analyses (scenarios) to evaluate the rate impact of various critical parameters such as changes to the consumer price index (CPI), fuel costs, capital purchase, cash versus debt financing, fund balance and emergency cash reserves, and alternative levels of services.

**Task 5 – Final Report and Presentations Draft Review.** SCS prepared this Draft Report of the conceptual design of the system rate study and issued it to the City for review and comment. Based on comments received, we then modified the Draft Rate Study Report and issued a Final Report. SCS then prepared a PowerPoint slide presentation, which summarized the findings and recommendations of the Final Report.

## 2.2 DATA COLLECTION AND REVIEW

SCS submitted detailed data and information requests to the City to collect historical and background information on operations and practices. This included:

- Detailed financial reports and budgets
- Solid waste and financial policies
- Waste flow projections
- Estimates of future recycling and disposal programs/facilities
- Personnel rosters and organizational charts
- Capital improvement plans
- Vehicle maintenance plans and anticipated costs
- Solid waste and Interlocal agreements

## 2.3 STAFF COMMUNICATIONS

SCS held an initial kick off meeting to initiate the Study, which provided a forum to confirm the scope of services, discuss data needs, and identify key issues for City staff. During the course of the Study, SCS conducted a series of conference calls and face-to-face meetings with City staff managing different facets of the overall Program. These conference calls, meetings, and frequent emails gave SCS an opportunity to review Study progress, verify overall assumptions, and receive useful input from City staff.

## 2.4 REPORT ORGANIZATION

This report is organized in four sections, plus an Executive Summary and Appendix.

The report sections are listed below:

- Section 1 – Executive Summary.
- Section 2 – Introduction.
- Section 3 – Changes to the City’s Sanitation System.
- Section 4 – Pro Forma Model.

- Section 5 – References
- Appendix – Schedules.

## 3.0 CHANGES TO THE CITY'S SANITATION SYSTEM

### 3.1 2007 RATE STUDY

In 2007, SCS was engaged by the City to evaluate the City's solid waste operations and make recommendations on cost savings and revenue enhancement opportunities. SCS also completed a comprehensive financial rate analysis for solid waste operations. Based on data and information provided by City staff, a rate model was developed, which enabled SCS to make projections of financial performance of refuse collection and transfer operations for the upcoming five-year planning period (2007-2011) and model various user rate structures.

Based on our review and analysis, SCS made the following major recommendations:

- That the City's Sanitation Services continue to remain as an enterprise fund.
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- That the City's customer billing rates should include an annual disposal cost adjustment, based on actual City costs for these services.
- City staff should conduct further research into the feasibility of converting yard trash and bulk waste collection to a single person crew operation.
- That the City should create an Equipment Reserve Fund (sinking fund) for funding of future Sanitation equipment replacement costs.

### 3.2 CURRENT SERVICES

The City provides a variety of sanitation core services (Exhibit 1) including once a week, automated collection of single-family homes (18,480 customers) and 640 commercial businesses. These accounts are serviced using City-provided rolling carts. In addition, residential customers are provided once a week, single-stream recycling, yard waste and bulk waste collection. Other important services provided include the following: container maintenance, Mayor's neighborhood cleanups, event recycling sponsorship, and storm cleanup and management.

## Exhibit 1. Core Services Provided By Sanitation Services

### Core services provided



Garbage Collection



Recycling Collection



Yard Trash Collection



Transfer Station

### Other services provided



Container Maintenance



Mayor's Neighborhood Cleanups



Event Recycling



Storm Cleanup & Management



Exhibit 2 graphically illustrates current sanitation staffing by program area. Current monthly charges (residential and commercial) include the following:

- Container charges - \$18.36
- Disposal charges - \$4.44
- Fuel surcharge - \$0.90

## Exhibit 2. Current Sanitation Staffing



### 3.3 COST SAVINGS AND EFFICIENCIES

In helping ensure regulatory compliance and value to the City's ratepayers, the Division has implemented a number of cost saving programs recommended as part of the 2007 Rate Study. These are briefly discussed in the paragraphs that follow below.

- Reduced personnel costs by implementing MSW collection to once a week.
- Signed Interlocal Agreement with Escambia County - This agreement requires the City to provide 10 neighborhood cleanups in return for free disposal for yard trash. This equates to an annual savings to the City of \$350,000 per year.
- Compressed Natural Gas (CNG) Collection Vehicles – The City has been purchasing CNG vehicles for its collection fleet to take advantage of the fuel savings associated with natural gas. These vehicles are also expected to reduce the City's greenhouse gas emissions and carbon footprint.
- Recycling Savings and Rate Increases – The City transports city-collected recyclables to Tarpon Paper at a reduced tipping fee (when compared to the Perdido Landfill). When the City's recycled yard trash volume is considered, the city's recycling rate is approximately 46 percent.

The Emerald Utility Authority (ECUA) recently constructed and began operating a materials recovery facility (MRF) located at the County’s Perdido Landfill. It was anticipated that this facility would enable more cost-effective recycling processing alternatives for residents of Escambia and neighboring communities. However, city staff was unable to reach an equitable agreement with ECUA on the contract and the City continues to use Tarpon Paper for recycling processing.

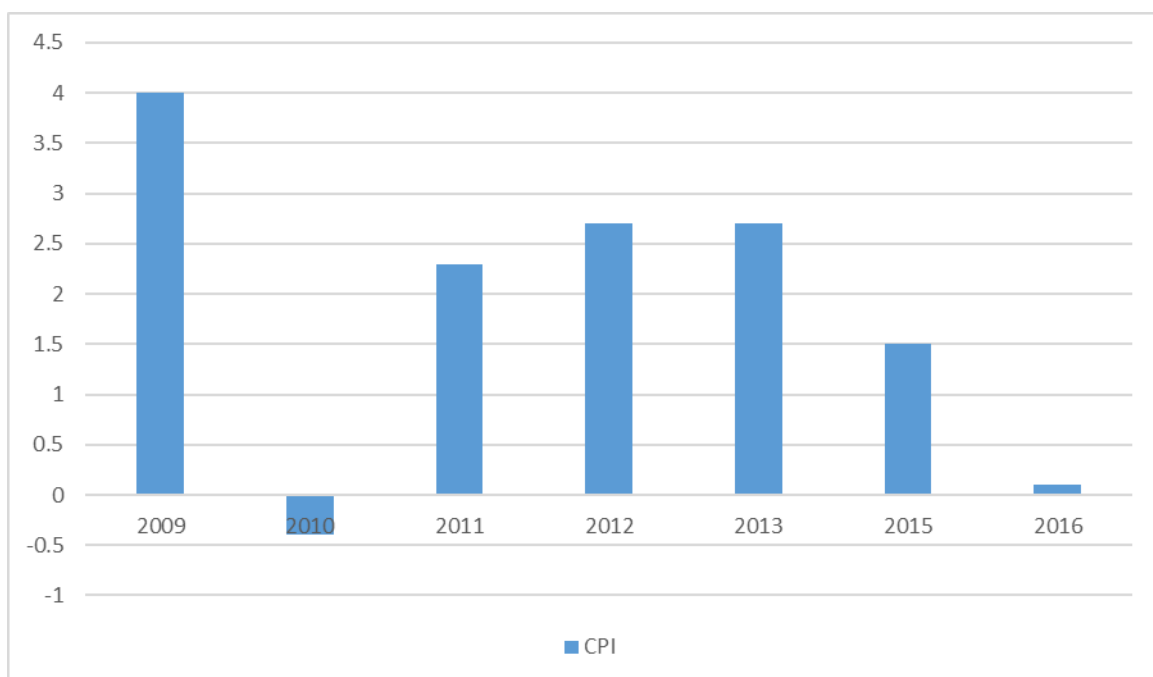
### 3.4 CUSTOMER SATISFACTION SURVEY

In January 2016, the Haas Center for Business Research and Economic Development (Haas Center) was commissioned by the City to conduct a customer satisfaction survey with a variety of City-provided services. The report provided by the Haas Center provides details about residents’ attitudes and opinions regarding their satisfaction with City services, as well as their perception of other elements of life within City limits. Overall, 84 percent of residents were either satisfied (41 percent) or very satisfied (43 percent) with their recycling, garbage, and yard waste services. Moreover, six of the seven City districts had less than 10 percent of their residents reply that they were either dissatisfied or very dissatisfied with Sanitation Services.

### 3.5 ANNUAL RATE ADJUSTMENTS

The rate ordinance, which was established as part of the SCS rate study in 2007, provides for the monthly garbage collection fee to be automatically adjusted, based upon the percentage difference in the most recent annual Consumer Price Index (CPI). Exhibit 1 shows CPI increases from 2009 to 2016. Since the effective date of the ordinance (October 1, 2008), however, the City Council has only raised sanitation rates only once (Fiscal Year 2012).

**Exhibit 3. CPI Rates (%) 2009 - 2016**





The rate ordinance established in 2007 also established a vehicle fuel and lubricant pass-through surcharge, which is added as a separate line item to monthly bills issued to sanitation customers. The surcharge is reviewed monthly and has been increased and decreased as necessary. Currently, the surcharge is set at \$0.90 and is reflective of the current price of fuel used in the city's Sanitation Services operation.

## 4.0 PRO FORMA MODEL

### 4.1 DATA COLLECTION

At the beginning of SCS's engagement, City staff provided background data and information concerning residential collection revenues and operating expenses. This included the following critical information:

- Staffing and organizational charts.
- Wages and benefit rates.
- Rate schedules.
- Loans.
- Fund account summaries (totals and comparisons).
- Past and current operating budgets by cost centers.
- Equipment replacement and maintenance schedules.
- Waste and recyclables deliveries to Escambia County and Tarpon Paper.
- Fleet replacement plan.
- Ordinances.
- Administrative costs.

### 4.2 RATE MODEL

At the outset of the work effort, SCS developed an updated Microsoft Excel™ spreadsheet-based, pro-forma model (Model) to assist in the completion of the rate analysis. This model includes the following facets:

- An analysis of operational expenditures (personnel, contract and purchased services, materials and supplies, transfers).
- Analysis of capital outlays (equipment replacement and capital projects).
- Revenue sufficiency analysis (annual revenue projections and rate plan to provide sufficient revenues).
- Funds analysis (reserve requirements, transfers to general fund, administrative costs, beginning and ending fund balances). Based on data and information provided by the City, these individual spreadsheets were linked to develop an overall model to conduct the rate and assessment analysis.

### 4.3 METHODOLOGY OVERVIEW

The following methodology was utilized by SCS to conduct the cost of service analysis:

- **Collect Historical Actual Expenses and Revenues for the City System** – The first task was to gather available historical actual revenue and cost data from 2008 and include these into a financial database.
- **Develop of the “Test Year”** - The second task was the development of an annual revenue requirement for a “Test Year”. The revenue requirement represents the total revenue for the System to recover during a year to fund all sanitation costs. SCS worked with City staff to select a period that reflected a typical year for the System. Actual expenses for FY 15/16 were used as the basis of the Test Year for the Study. SCS then worked with City staff to make these costs more representative of anticipated conditions during the upcoming five-year financial planning horizon. The resulting Test Year was used as the basis for forecasting expenses for the five-year forecast (FY 16/17 to FY 21/22).
- **Develop of a Revenue Requirement Projection** – After developing the revenue requirement for the Test Year, SCS worked with City staff to project changes in anticipated costs due to inflation, labor increases, facility and vehicle maintenance, planning costs, etc. This resulted in a five-year revenue requirement forecast for the entire system including collection, recycling, and disposal of solid waste.
- **Revenue Offsets** – SCS worked with City staff to develop estimates of other revenues such as bulk item collection charges, business refuse container charges, new accounts/transfer fees, fuel surcharge, County landfill fees, interest income, rebates, sale of assets, and miscellaneous.
- **Determination of the Number of Customer Units** – SCS worked with City staff to develop reasonable estimates of future number of customers over the next five-year period (assumed to be 18,460 residential and 640 commercial customers).
- **Calculation of the Monthly Customer Service Fee** – SCS then distributed the revenue needs across the proper billing units to estimate the cost of service.

#### 4.4 DEVELOPMENT OF THE REVENUE REQUIREMENT PROJECTION

In addition to developing the Test Year revenue requirements, SCS forecasted the annual revenue requirement for FY 16/17 to FY 21/22. In order to develop the forecast, SCS projected how costs would change over the forecast period due to factors such as inflation, solid waste and customer growth. The assumptions used to develop the forecast include the following annual increases:

- CPI - 2.1 percent (12-year average 2004-2015, U.S. Department of Labor).
- Solid waste and recyclables growth – 0 percent.
- Customer growth – 0 percent.

The Department manages the following cost centers to support solid waste operations:

- Residential Garbage Collection – Cost Center 0507010.
- Recycling Collection – Cost Center 0507015.
- Transfer Station – Cost Center 0507030.
- Yard Waste Collection – Cost Center 0507050.

Exhibit 4 identifies the revenue needs for the Department for FY 16/17 to FY 21/22, if monthly charges are not increased. As shown, the Sanitation Fund is projected to have a small deficit in FY 2017, but increases substantially over the next five years to account for increases in operating expenses for the four cost centers over this time period.

#### 4.5 FLEET REPLACEMENT PLAN

The Department has developed a 10-year Fleet Replacement Plan (Plan) to replace equipment and vehicles (Exhibit 5). The fleet has seen a substantial rise in repair and maintenance expenses as these vehicles have aged. Typically, most “best-in-class” sanitation collection systems are on a six to eight-year replacement cycle for automated side-loaders. The Department’s current vehicles are well beyond that preferred replacement cycle with many being replaced in 2008. Similarly, the Department’s yard waste collection and ancillary vehicles are also well beyond the preferred replacement cycle for these equipment. The Plan is designed to establish a reasonable vehicle and equipment replacement cycle over the next decade and enable the Department to reduce maintenance expenses. As shown, the Plan projects a funding need for the Department’s fleet of \$6.5 million over this planning period.

Many municipal sanitation departments have developed long-term fleet funding programs in lieu of annually cash expensing these vehicle purchases. These funding plans vary from a long-term, direct surcharge on their customers to transfers from the General Fund or use of local option sales tax programs (LOST). The later funding option is oftentimes chosen if some of the vehicles are used for community-wide activities. For example, the Department typically utilizes its fleet of yard trash collection trucks and ancillary rolling stock such as transfer station tractor/trailers in response to major and minor natural disasters (e.g. hurricanes, tornados, microbursts, etc.). Their use is somewhat different than traditional yard waste collection and can be viewed as extraordinary in nature and provides an essential betterment of the City as a whole. Consequently, a reasonable argument can be made for funding these vehicles solely or partially from the City’s LOST Program.

Exhibit 5 provides detailed analysis of two alternative, long-term funding options: (1) enacting a \$2.17 per month fleet replacement surcharge for the entire vehicle need; or (2) utilizing the LOST Program to fund the purchase of yard waste and transfer station vehicles and enacting a \$1.50 per month fleet replacement surcharge for purchase of the garbage collection/recycling/pickup vehicles.

#### 4.6 RATE SCENARIOS

SCS developed the following rate scenario options for consideration by the City Council:

- **Option 1, “Status Quo”** – This option assumes that the estimated deficits in projected annual operating revenues would be met by raising customer rates on an annual basis or transfers from the City’s General Fund.
- **Option 2, “Annual CPI Increases in Monthly Sanitation Rate”** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees. The Department would continue to assess individual monthly charges for fuel and landfill services.
- **Option 3, “Increase Sanitation Rate by \$1.26 to Account for Increases in Annual Operating Costs and for Changes in the Cost of Recycling Processing”** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees as in Option 2 and accounts for the continuation of recycling processing fees which began in 2016.
- **Option 4, “Implement a Long-Term Funding Program for Fleet Replacement”** – This option assumes establishing a Sanitation Equipment Surcharge of \$2.17 per month to establish a Sanitation Equipment Fund under the Sanitation Fund. In order to achieve full funding of equipment needs, this surcharge could initially set at \$1.00 per month and increased by \$1.17 per month for the following year. Alternatively, the City could use its LOST Fund for a portion of the needed vehicle replacement cost for yard and transfer station vehicles and set the surcharge at \$1.32 per month.

## 4.7 RECOMMENDATIONS

SCS makes the following recommendations:

- Establish a rate of \$24.06 per month in FY 15/16 for residential and commercial customers.
- Increase these rates annually based on a CPI adjustment.
- Implement a long-term funding program, as described in the report, for fleet replacement.

### Exhibit 4. Department Projected Revenue Needs, Status Quo

Financial Metrics	ACTUAL			PROJECTED					
	2014	2015	2016	2017	2018	2019	2020	2021	2022
Operating Revenues	5,782,948	5,821,743	5,828,729	5,972,600	6,068,800	6,113,600	6,113,600	6,113,600	6,113,600
Deduct for Fuel and Lubricants that are included				(500,000)	(510,542)	(521,306)	(532,296)	(543,519)	(554,978)
Deduct for non-rate revenues that are included				(225,000)					
Deduct for Equipment Surcharge				0					
Deduct for \$.35 projected rate increase that is included				0					
Total Rate Revenues to be considered as part of the Monthly Rate				5,247,600					
Operating Expenses By Cost Center									
Collection	2,764,433	3,020,364	3,254,299	3,255,450	3,320,888	3,387,948	3,456,360	3,526,155	3,597,362
Recycling	698,960	725,577	893,605	940,900	956,554	892,267	911,079	930,287	949,901
Transfer Station	651,468	365,296	347,695	403,000	411,497	420,172	429,031	438,076	447,312
Yard Trash	1,694,204	1,552,308	1,638,029	1,662,000	1,697,041	1,732,820	1,769,353	1,806,657	1,844,748
Subtotal Operating Expenses	5,809,065	5,663,545	6,133,628	6,261,350	6,385,979	6,433,207	6,565,823	6,701,176	6,839,322
Deduct for Fuel Surcharge				(500,000)					
Deduct for Non-Rate Expenses	5,584,065	5,438,545	5,908,628	(225,000)	6,160,979	6,208,207	6,340,823	6,476,176	6,614,322
Deduct for capital truck purchase				0					
Total of Rate Related Expenses				5,536,350					
Net Revenues of Rate Related Rev vs Expenses (Deficits)	(26,117)	158,198	(304,899)	(288,750)	418,363	426,699	305,073	180,944	54,256

## Exhibit 5. Proposed Department Fleet Replacement Plan

	Fiscal Year										Ten Year Totals
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
Garbage/Recycling Truck Replacement	1	0	1	1	1	1	1	1	1	1	9
Per Truck Cost	\$290,000	\$296,114	\$302,357	\$308,732	\$315,241	\$321,887	\$328,674	\$335,603	\$342,679	\$349,904	
Total Cost	\$290,000	\$0	\$302,357	\$308,732	\$315,241	\$321,887	\$328,674	\$335,603	\$342,679	\$349,904	\$2,895,078
Yard Trash Truck Replacement	0	1	1	1	1	1	1	1	1	1	9
Per Truck Cost	\$0	\$120,000	\$122,530	\$125,113	\$127,751	\$130,445	\$133,195	\$136,003	\$138,870	\$141,798	
Total Cost	\$0	\$120,000	\$122,530	\$125,113.34	\$127,751.15	\$130,444.57	\$133,194.77	\$136,002.96	\$138,870.36	\$141,798.21	\$1,175,705
Transfer Station Truck Replacement	0	0	1	0	0	1	0	0	0	1	3
Per Truck Cost	\$0	\$0	\$150,000	\$153,163	\$159,689	\$170,004	\$184,800	\$205,121	\$232,475	\$269,032	
Transfer Station Trailer Replacement	0	0	0	0	1	0	0	1	0	0	2
Per Trailer Cost	\$0	\$0	\$0	\$0	\$85,000	\$86,792	\$90,490	\$96,335	\$104,720	\$116,235	
Total Cost	\$0	\$0	\$150,000	\$0	\$85,000	\$170,004	\$0	\$96,335	\$0	\$269,032	\$770,371
Pickup Trucks Replacement	0	1	1	0	1	0	1	0	1	0	5
Per Truck Cost	\$0	\$35,000	\$35,738	\$0	\$27,000	\$27,569	\$28,151	\$28,744	\$29,350	\$0	
Total Cost	\$0	\$35,000	\$35,738	\$0	\$27,000	\$0	\$28,151	\$0	\$29,350	\$0	\$155,238
Number of Vehicles Replaced	1	2	4	2	4	3	3	3	3	3	28
<b>FUNDING OPTIONS</b>											
<b>ALL VEHICLES @ \$2.17 SURCHARGE</b>											
Annual Cash Purchase Cost	\$290,000	\$155,000	\$610,625	\$433,845	\$554,992	\$622,336	\$490,019	\$567,942	\$510,899	\$760,734	\$4,996,393
Truck Capital Fund at \$2.17 surcharge	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$4,973,640
Truck Capital Fund Year End Balance	\$207,364	\$549,728	\$436,467	\$499,986	\$442,357	\$317,386	\$324,731	\$254,153	\$240,617	-\$22,753	
<b>COLLECTION VEHICLES @ 1.32 SURCHARGE AND LOST FUNDING FOR YARD AND TRANSFER STATION VEHICLES</b>											
Annual Cash Purchase Cost	\$290,000	\$35,000	\$338,095	\$308,732	\$342,241	\$321,887	\$356,824	\$335,603	\$372,029	\$349,904	\$3,050,316
Truck Capital Fund at \$1.32 surcharge	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$3,025,440
Truck Capital Fund Year End Balance	\$12,544	\$280,088	\$244,537	\$238,349	\$198,652	\$179,308	\$125,028	\$91,969	\$22,484	-\$24,876	

## 5.0 REFERENCES

1. City of Pensacola, *Annual Budgets*, 2008-2016.
2. Haas Center, *Pensacola Community Survey*, 2016.



Appendix A  
Pro Forma Model Schedules



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00222

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - JUNCTION AT WEST HILL

**RECOMMENDATION:**

That City Council conduct a quasi-judicial hearing on April 13, 2017 to consider approval of the final subdivision plat - Junction at West Hill.

**HEARING REQUIRED:** Quasi-Judicial

**SUMMARY:**

The City has received a request from A Door Properties for approval of the final subdivision plat "Junction at West Hill." The proposed subdivision is located in the R-NCB (Residential Neighborhood Commercial) zoning district, and will create 32 lots from the 1.717 acre parcel. The final plat has been reviewed by applicable City Staff and utility providers, and complies with the City's subdivision requirements.

On March 14, 2017, the City's Planning Board unanimously recommended approval of the final plat.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

3/27/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Sherry H. Morris, AICP, Planning Services Administrator

**ATTACHMENTS:**

- 1) Subdivision Plat Application, Junction at West Hill, dated 2/13/2017
- 2) Final Plat, Junction at West Hill, dated March 2017
- 3) Plat Boundary Survey, Junction at West Hill, dated February 2017
- 4) March 14, 2017 Planning Board Minutes

**PRESENTATION:** Yes

## SUBDIVISION PLAT



### Please Check Application Type:

Minor Subdivision (< 4 lots)

☐ Preliminary & Final Plat Submission

Fee: \$2,000.00

Subdivision (> 4 lots)

☐ Preliminary Plat Submission

Fee: \$1,000.00 + \$25/lot

☒ Final Plat Submission

Fee: \$1,500.00 + \$25/lot

[Resubmittal: 1/2 the initial fee; Rescheduling to Planning Board / City Council: \$250.00]

### Applicant Information

Name: Junction at West Hill, LLC

Address: 17 E Main St, Suite 200  
Pensacola, FL 32502

Phone: 850.375.9244

Fax: \_\_\_\_\_

Email: Kacee.bidnick@adcoproperties.com

### Owner Information (if different from applicant)

Name: Justin Witkin

Address: 17 E Main St, Suite 200  
Pensacola, FL, 32502

Phone: 850.375.9244

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### Property Information

Location/Address: A portion of lots 1, 2 & 3, Block 3, Belmont track section 28541

Subdivision Name: Junction at West Hill

# of Parcels to be Subdivided: 6

Parcel ID #(s): 00-05-009 9010 - 050 - 003, 00-05-00-9010-130-003  
00-65-00-9010-120-003, 00-05-00-9010-100-03

# of Existing Lots: 6

# of Proposed Lots: 32

Total Acreage: 1.717

Legal Description: Please attach a full legal description from deed or survey

Type of Subdivision: ☒ Residential\* ☐ Non-Residential

[\*If residential, see reverse for open space requirement]

Will a Variance from the Subdivision Regulations be requested for the project (Sec. 12-8-7)? ☐ YES ☒ NO

If yes, specify exact variance requested: \_\_\_\_\_

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this plat and that no refund of these fees will be made. Also, I understand that any resubmissions based on non-compliance with City subdivision and/or development requirements will result in one-half (1/2) the initial application fee. I have reviewed a copy of the applicable zoning and subdivision requirements and understand that I must be present on the date of the Planning Board meeting.

Kacee Bidnick

Signature of Applicant

(Owner of Property or Official Representative of Owner)

8/13/07

Date

### FOR OFFICE USE ONLY

Zone: \_\_\_\_\_ District: \_\_\_\_\_

Date Received: \_\_\_\_\_ Case Number: \_\_\_\_\_

Application Fee: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Open Space Requirement (acres or \$): \_\_\_\_\_ Receipt #: \_\_\_\_\_

Planning Board Date: \_\_\_\_\_ Recommendation: \_\_\_\_\_

Council Date: \_\_\_\_\_ Action: \_\_\_\_\_

Recording Date: \_\_\_\_\_ Map Bk/Pg: \_\_\_\_\_

**\*Sec. 12-8-6. SITES FOR PUBLIC USE.**

**(B) Sites for park and recreation or open space.** Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:

**(1) Dedication of land for park, recreation or open space needs.** The subdivider(s) or owner(s) shall dedicate to the city for park and recreation or open space purposes

at least five (5) percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter (1/4) acre.

**(2) Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land.** The subdivider(s) or owner(s) shall pay unto the city such sum of money equal in value to five (5) percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by the city manager and the subdivider. If the city manager and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The city manager shall appoint a professional land appraiser, the subdivider shall appoint a professional land appraiser, and these two (2) shall appoint a third.

**\*Open Space Requirement (only applicable to residential subdivision)**

Sec. 12-8-6 requires (a) the dedication of 5% of the gross area for open space purposes, or (b) a fee in lieu of land dedication. Please calculate and check preferred method of meeting requirement:

(a) Total Land Area: 1.717 acres  
5% for land dedication\*: .08585 acres  
[\*may not equal less than 1/4 acre]

(b) Value of land (Esc. Co. Tax Assessor) \$ 141,662  
Fee in lieu of land dedication (5% of value) \$ 7,083.14  
[Payable to the City of Pensacola; Due after plat approval, prior to receiving signatures]

**Sec. 12-8-3. Procedure for subdivision approval.**

**(A) Procedure for subdivision requiring a plat.**

**(1) Approval of preliminary plat by the planning board.**

(a) Any person desiring to divide land into three (3) or more lots shall first file with the planning board a preliminary plat of the subdivision prepared in accordance with the requirements of section 12-8-8.

(b) Accompanying the preliminary plat shall be a general location sketch map showing the relationship of the proposed subdivision to existing community facilities which serve or influence it. On such sketch map, the main traffic arteries, shopping centers, schools, parks, and playgrounds, principal places of employment and other principal features should be noted.

(c) Where the preliminary plat submitted covers only a part of the total contiguous property under the subdivider's ownership, a sketch of the prospective future street system of the unsubdivided part shall be required if not shown on a previously approved conceptual plan or plans for the entire property. The street system of the unplatted portion shall be planned to coordinate and connect with the street system of the platted portion.

(d) A master drainage plan at a scale not smaller than one inch equals two hundred (200) feet, shall be prepared. The master drainage plan shall be for the entire property and shall be reviewed by the city engineer in relation to the entire drainage basin. It is the specific intent of this requirement that rights-of-way and easements of all drainage improvements including but not limited to, retention ponds, ditches, culverts, channels, and the like required for the drainage of the site for both on-site and off-site improvements, shall be provided for the master drainage plan. Instruments shall be submitted fully executed in sufficient form for recording for all off-site drainage rights-of-way and easements not included on the final plat. These instruments shall be submitted with the final plat for recordation.

(e) Eleven (11) copies of the preliminary plat shall be submitted to The Community Development Department at least thirty (30) calendar days prior to the meeting at which it is to be considered.

(f) Prior to the examination of the preliminary plat, the planning board shall be furnished with reports from the city engineer, traffic engineer, energy services, Escambia County Utilities Authority, fire department, and the secretary to the planning board to the effect that said plat does or does not conform to the comprehensive plan, the provisions of this chapter, and with sound principles and practices of planning and engineering and with such other items that may affect the health, safety and welfare of the people.

(g) When, after examination, the planning board finds as fact that the aforementioned requirements have been met, the preliminary plat may be approved; however, such approval shall not constitute an approval of the final plat. If the preliminary plat is rejected, the planning board shall provide the applicant in writing a detailed list of reasons for rejection.

**(2) Approval of final plat by the planning board and city council.**

(a) The final plat shall conform substantially to the preliminary plat. The applicant shall submit only that portion of the approved preliminary plat which he proposes to record and develop. Such portion shall conform to all requirements of this chapter. Such final plat shall be submitted within one year (three hundred sixty-five (365) days) of the date of the approval of the preliminary plat. If more than one year has elapsed since the approval of the preliminary plat, the preliminary plat must be resubmitted to the planning board for their review and approval prior to submission of the final plat.

# JUNCTION AT WEST HILL

A RESUBDIVISION OF A PORTION OF LOTS 1,2, & 3, BLOCK 3, MAXENT TRACT  
AND A PORTION OF LOTS 15, 16, & 17, BLOCK 3, WEST KING TRACT, BELMONT NUMBERING  
SECTION 28 & 42, TOWNSHIP 2 SOUTH, RANGE 30 WEST  
CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA

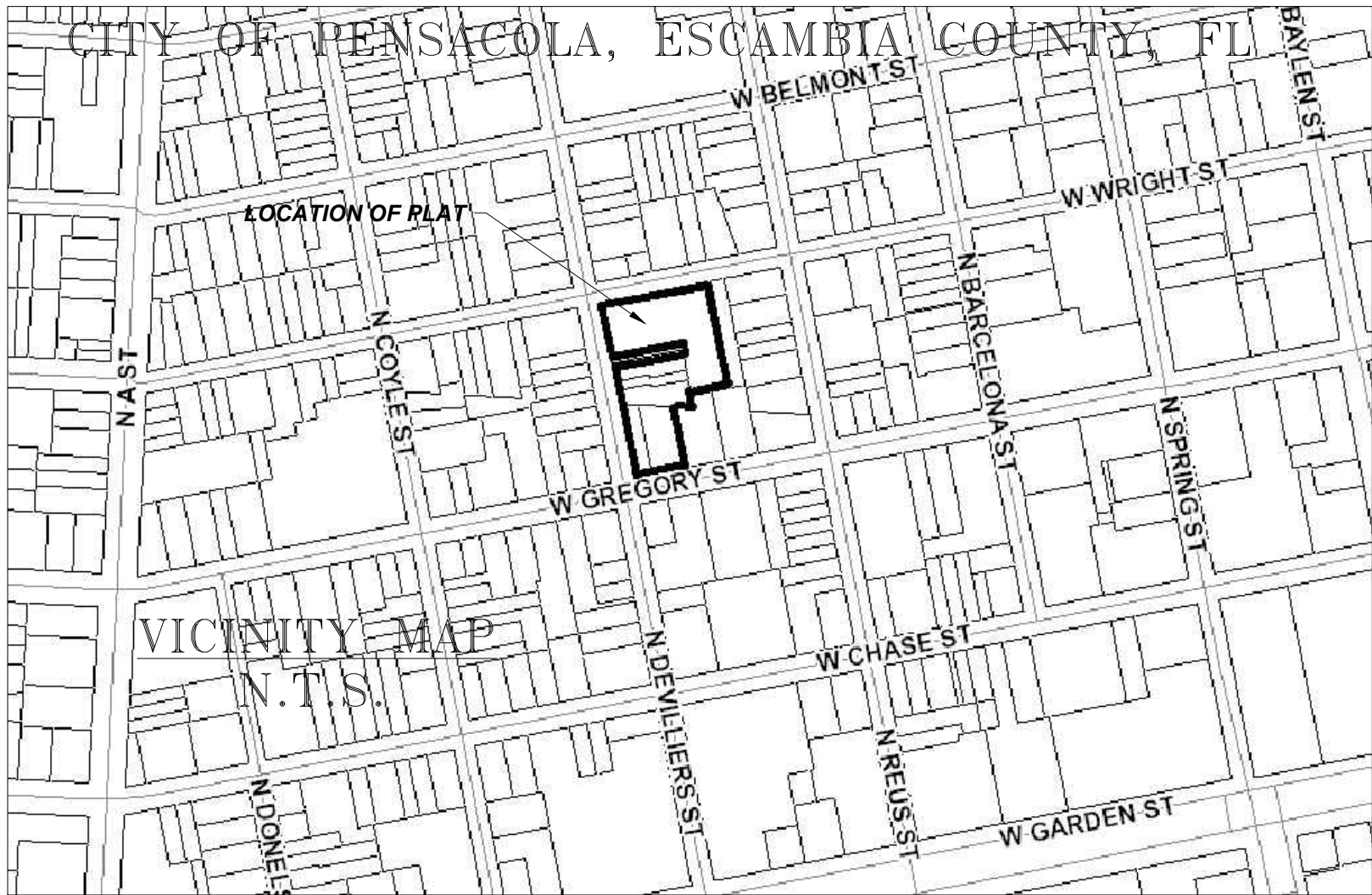
MARCH 2017

PROFESSIONAL LAND SURVEYOR

ROB L. WORKING, PLS #5878  
1801 CREIGHTON ROAD  
PENSACOLA, FLORIDA 32504  
(850) 857-4400

## DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 3, BELMONT TRACT, CITY OF PENSACOLA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE S80°22'54"W ALONG THE NORTH LINE OF SAID BLOCK 154.98 FEET TO THE NORTHEAST CORNER OF LOT 17 OF SAID BLOCK, AND THE POINT OF BEGINNING; THENCE S9°41'32"E ALONG THE EAST LINE OF SAID LOT 234.19 FEET; THENCE S80°19'01"W FOR 43.94 FEET; THENCE N9°44'15"W FOR 5.60 FEET; THENCE S80°15'45"W FOR 49.80 FEET; THENCE S9°44'15"E FOR 27.00 FEET; THENCE N86°43'25"W FOR 31.00 FEET; THENCE S9°44'15"E FOR 135.84 FEET; THENCE S80°27'17"W ALONG WEST GREGORY STREET (58' R/W) FOR 121.18 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF WEST GREGORY STREET AND THE EAST RIGHT OF WAY OF NORTH DE VILLIERS STREET (50' R/W); THENCE N9°39'00"W ALONG THE SAID EAST RIGHT OF WAY 251.15 FEET; THENCE N80°40'33"E FOR 157.01 FEET; THENCE N9°42'07"W FOR 6.64 FEET; THENCE S80°16'29"W FOR 157.00 FEET TO SAID EAST RIGHT OF WAY; THENCE N9°39'00"W ALONG SAID RIGHT OF WAY 127.40 FEET TO THE NORTHWEST CORNER OF SAID BLOCK; THENCE N80°17'00"E ALONG THE NORTH LINE OF SAID BLOCK FOR 244.72 FEET TO THE POINT OF BEGINNING.

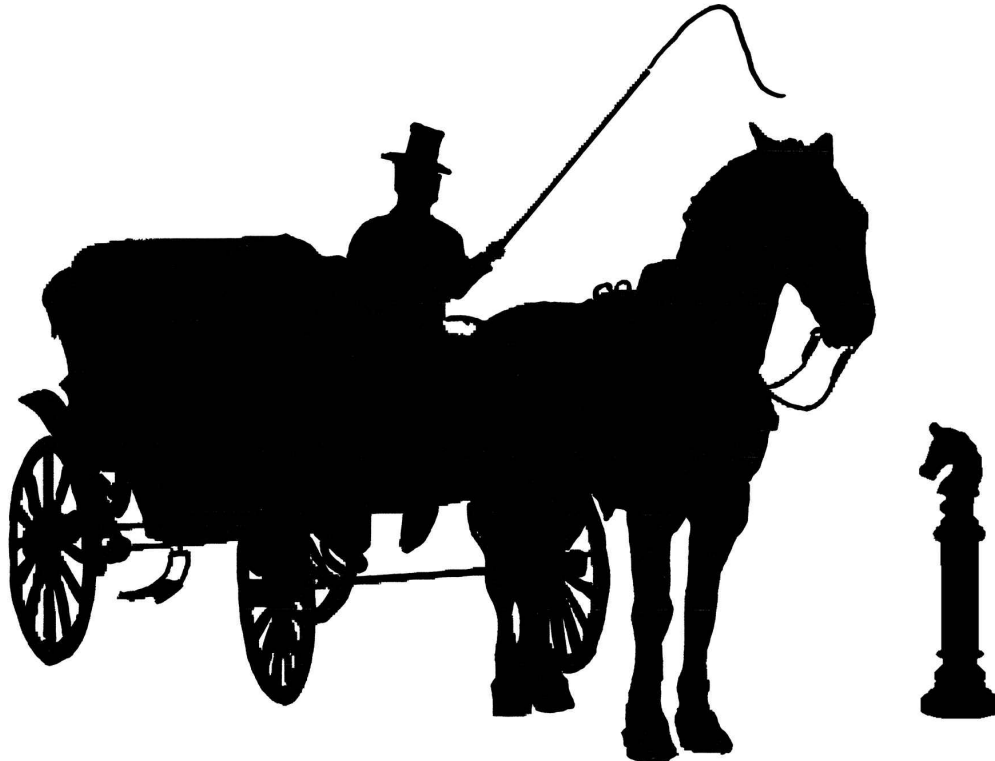


## NOTES:

- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
- ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THE SURVEYOR UTILIZED -PLAT CERTIFICATE REPORT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED FEBRUARY 13, 2017, ORDER NUMBER: 6216564, CUSTOMER REFERENCE: JUNCTION, ADDRESSEE: BEGES & LANE; DEEDS OF RECORD; EXISTING FIELD MONUMENTATION; A COPY OF THE MAP OF PENSACOLA FLA, PUBLISHED BY THOM. C. WATSON & CO., COPYRIGHTED IN 1906 AS RECORDED IN DEED BOOK 126, AT PAGE 400 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
- BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM AND THE SOUTH RIGHT-OF-WAY LINE OF WRIGHT STREET BEARING N 80°17'00" E.
- ONLY ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED, UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
- SECTION LINES ARE APPROXIMATE BASED ON MEASUREMENTS SHOWN ON A COPY OF THE MAP OF PENSACOLA FLA, PUBLISHED BY THOM. C. WATSON & CO., COPYRIGHTED IN 1906 AS RECORDED IN DEED BOOK 126, AT PAGE 400 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X". BASE FLOOD ELEVATION NOT APPLICABLE, AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, AND INCORPORATED AREAS, DATED SEPTEMBER 29, 2006, COMMUNITY MAP PANEL NUMBER: 120080 0390 G.
- ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISION OF SECTION 177.091 (28) FLORIDA STATUTES.
- PARCEL A-E ARE TO BE USED AS PARKING SPACES; PARCEL A WILL BE CONVEYED WITH THE PURCHASE OF LOT 6, BLOCK A; PARCEL B WITH BE CONVEYED WITH THE PURCHASE OF LOT 7, BLOCK A; PARCEL C WITH BE CONVEYED WITH THE PURCHASE OF LOT 8, BLOCK A; PARCEL D WITH BE CONVEYED WITH THE PURCHASE OF LOT 9, BLOCK A; PARCEL E WITH BE CONVEYED WITH THE PURCHASE OF LOT 10, BLOCK A.

## CIVIL ENGINEER

DAVID S. LAMAR, P.E.  
3298 SUMMIT BLVD., SUITE 32  
PENSACOLA, FL 32503  
(850) 434-0057



## CERTIFICATE OF COUNTY CLERK:

I, PAM CHILDERS, CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT CHAPTER 177 FLORIDA STATUTES AND THE SAME WAS RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_, 2017 IN PLAT BOOK \_\_\_\_AT PAGE \_\_\_\_ OF THE PUBLIC RECORDS OF SAID COUNTY.

PAM CHILDERS - CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA

## CITY COUNCIL CERTIFICATE:

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON THE \_\_\_\_ DAY OF \_\_\_\_, 2017, AND WAS APPROVED BY SAID COUNCIL.

ERICKA L. BURNETT- CITY CLERK OF THE CITY OF PENSACOLA

## CERTIFICATE OF ATTORNEY:

I, DAVID B. TAYLOR, III, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AN HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND ALL PROVISIONS OF ARTICLE 4 OF THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED. SIGNED THIS \_\_\_\_ DAY OF FEBRUARY, 2017.

DAVID D. TAYLOR, III

## CITY SURVEYOR'S CERTIFICATE:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, FOR THE CITY OF PENSACOLA.

MARK A. NORRIS P.S.M.. FLORIDA REGISTRATION NO. 6211

NOT VALID WITHOUT  
THE SIGNATURE  
AND ORIGINAL  
RAISED SEAL OF A  
FLORIDA LICENSED  
SURVEYOR AND  
MAPPER

## SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177.011- 177.151 FLORIDA STATUTES, AND THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61617-6, FLORIDA ADMINISTRATION CODE, SIGNED ON THE \_\_\_\_ DAY OF \_\_\_\_, 2017.

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

NOT VALID WITHOUT  
THE SIGNATURE  
AND ORIGINAL  
RAISED SEAL OF A  
FLORIDA LICENSED  
SURVEYOR AND  
MAPPER

COVENANT AND RESTRICTIONS RECORDED IN  
O.R. \_\_\_\_ PAGE \_\_\_\_  
PLAT BOOK \_\_\_\_ PAGE \_\_\_\_  
SHEET 1 OF 2

## DEVELOPER/OWNER

JUNCTION AT WEST HILL, LLC  
17 E MAIN STREET SUITE 200  
PENSACOLA, FLORIDA 32502  
(850) 375-9244

## DEDICATION

I, JUSTIN WITKIN, THE MANAGER OF JUNCTION AT WEST HILL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE PROPERTY SHOWN HEREON, HEREBY DEDICATE THIS PLAT OF JUNCTION AT WEST HILL, IN ACCORDANCE WITH FLORIDA STATUTE 177.081(5); AND FURTHER DEDICATE JUNCTION AVENUE, A PRIVATE RIGHT-OF-WAY, PARCELS F AND G (COMMON AREAS AND RETENTION PONDS), AND ALL PRIVATE DRAINAGE EASEMENTS TO THE JUNCTION AT WEST HILL OWNERS ASSOCIATION, INC., FOR USE BY THE MEMBERS OF JUNCTION AT WEST HILL OWNERS ASSOCIATION, INC., AND THEIR GUESTS. MAINTENANCE OF ALL AREAS DEDICATED TO THE JUNCTION AT WEST HILL OWNERS ASSOCIATION, INC., SHALL BE THE RESPONSIBILITY OF SAID ASSOCIATION. THE DEVELOPER HEREBY DEDICATES A PERPETUAL EASEMENT TO THE CITY OF PENSACOLA, FLORIDA FOR INGRESS AND EGRESS BY SANITATION, POSTAL, FIRE, LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICES AND CITY PERSONNEL PROVIDING SERVICES TO THE SUBDIVISION OVER, ACROSS AND THROUGH ALL DRAINAGE EASEMENTS, RIGHTS-OF-WAY AND RETENTION PONDS. THE DEVELOPER FURTHER DEDICATES THE PRIVATE RIGHT-OF-WAY, JUNCTION AVENUE, AND THE ADJACENT UTILITY EASEMENTS TO THE EMERALD COAST UTILITIES AUTHORITY FOR THE PURPOSE OF OPERATING AND MAINTAINING ITS WATER AND SEWER INFRASTRUCTURE.

JUNCTION AT WEST HILL, LLC,  
A FLORIDA LIMITED LIABILITY COMPANY

BY: JUSTIN WITKIN, ITS MANAGER

WITNESS 1 WITNESS 2

PRINT NAME PRINT NAME

## ACKNOWLEDGEMENT OF DEDICATION

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED JUSTIN WITKIN, THE MANAGER OF JUNCTION AT WEST HILL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SHOWN HEREON, PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN THE FOREGOING DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES SET FORTH, GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_, 2017.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES: \_\_\_\_

## LEGEND

(F)	FIELD MEASUREMENT
(P)	PLAT MEASUREMENT
C1-C13	CURVE NUMBER (SEE TABLE)
L1-L2	LINE NUMBER (SEE TABLE)
B.S.L.	BUILDING SETBACK LINE
FND	FOUND BOUNDARY CORNER
N.R.	NOT RADIAL
P.C.	POINT OF CURVATURE
P.C.P.	PERMANENT CONTROL POINT
P.I.	POINT OF INFLATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.T.	POINT OF TANGENCY
P.R.M.	PERMANENT REFERENCE MONUMENT
R/W	RIGHT-OF-WAY
N/T	NON-TANGENT
T.B.M.	TEMPORARY BENCHMARK
TYP	TYPICAL
U/E	UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
#	NUMBER

## INDEX

PAGE 1: DEDICATION AND SIGNATURE PAGE  
PAGE 2: PLAT MAP AND DESCRIPTION



DEVELOPER/OWNER

JUNCTION AT WEST HILL, LLC  
17 E MAIN STREET SUITE 200  
PENSACOLA, FLORIDA 32502

# JUNCTION AT WEST HILL

A RESUBDIVISION OF A PORTION OF LOTS 1, 2, & 3, BLOCK 3, MAXENT TRACT  
AND A PORTION OF LOTS 15, 16, & 17, BLOCK 3, WEST KING TRACT, BELMONT NUMBERING  
SECTION 28 & 42, TOWNSHIP 2 SOUTH, RANGE 30 WEST  
CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA

MARCH 2017

PROFESSIONAL LAND SURVEYOR

ROB L. WORKING, PLS #5878  
1801 CREIGHTON ROAD  
PENSACOLA, FLORIDA 32504

ENGINEER

DAVID S. LAMAR, P.E.  
3298 SUMMIT BLVD., SUITE 32  
PENSACOLA, FL 32503

Parcel Line Table

Line #	Length	Direction
L1	10.34	S9°41'32"E
L2	5.85	N16°59'33"W
L3	1.25	N9°42'07"W
L4	7.75	S9°41'18"E
L5	5.60	S9°44'15"E
L6	2.07	S9°44'15"E
L7	10.50	S80°27'17"W
L8	12.44	N9°44'15"W
L9	6.00	S9°44'15"E
L10	5.50	S9°42'07"E
L11	6.64	S9°42'07"E
L12	5.54	S9°39'00"E
L13	9.49	N9°41'32"W

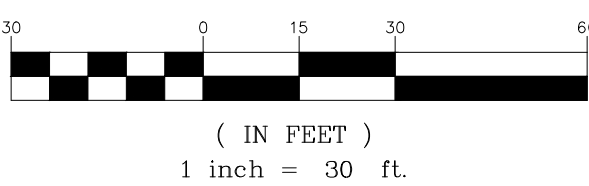
Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	23.56'	15.00'	89°58'29"	N35°17'44"E	21.21'
C2	14.17'	55.22'	14°41'52"	N17°18'36"E	14.13'
C3	33.10'	55.22'	34°20'45"	N41°49'54"E	32.61'
C4	20.54'	55.22'	21°18'45"	N69°39'39"E	20.42'
C5	39.29'	25.00'	90°03'16"	N35°17'23"E	35.37'
C6	23.47'	15.00'	89°38'31"	N54°43'27"W	21.15'
C7	23.63'	15.00'	90°14'34"	S35°23'02"W	21.26'
C8	39.25'	25.00'	89°56'44"	S54°42'37"E	35.34'
C9	38.82'	24.48'	90°51'22"	N34°53'44"E	34.88'
C10	23.57'	15.00'	90°01'26"	N54°42'17"W	21.22'
C11	60.54'	39.07'	88°47'24"	S35°50'13"W	54.66'

PROPERTY CORNER LEGEND

- FND 1" IRON PIPE
- FND 1/2" IRON ROD
- FND 1/2" CAPPED IRON ROD #1748
- FND 1/2" CAPPED IRON ROD #5863
- FND PREVIOUSLY SET 1/2" CAPPED IRON ROD #7612
- REPLACE NAIL & DISK #6112 WITH NAIL & DISK #7612 (P.R.M.)
- SET 4" x 4" CONCRETE MONUMENT #7612 (P.R.M.)
- SET 1/2" CAPPED IRON ROD #7612 (P.C.P.)

GRAPHIC SCALE



BUILDING SETBACK REQUIREMENTS

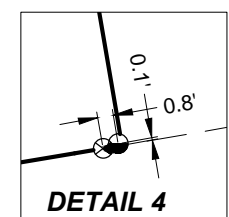
FRONT: 9 FEET / UTILITY EASEMENT  
REAR: 10 FEET / PRIVATE DRAINAGE EASEMENT  
SIDE (STREET): 5 FEET (APPLIES TO END LOTS ONLY)

DETAIL SCALE  
1" = 10'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C12	4.52'	24.48'	10°35'06"	N5°14'24"W	4.52'
C13	34.30'	24.48'	80°16'16"	N40°11'17"E	31.56'

COVENANT AND RESTRICTIONS RECORDED IN  
O.R. \_\_\_\_\_ PAGE \_\_\_\_\_  
PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 2 OF 2



[illegible]

THE INFORMATION CONTAINED IN THESE PLANS MAY NOT, IN WHOLE OR IN PART, BE REPRODUCED OR REVISED WITHOUT THE WRITTEN CONSENT OF 360° SURVEYING SERVICES.





PLANNING SERVICES

THE UPSIDE *of* FLORIDA

## MINUTES OF THE PLANNING BOARD

March 14, 2017

**MEMBERS PRESENT:** Paul Ritz-Chairman, Danny Grundhoefer, Jared Moore, Kurt Larson, Kyle Owens

**MEMBERS ABSENT:** Nina Campbell, Nathan Monk

**STAFF PRESENT:** Brandi Deese, Leslie Statler, Bill Weeks, Inspections

**OTHERS PRESENT:** Steven Sebold, Kacee Bidnick, Lloyd Reshard, David S. Lamar, Jason Rebol, Mike Thomas, Meghan Gilroy-Triolo

### AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from February 14, 2017
- Request for Final Plat Approval – Junction at West Hill
- Request for Preliminary Plat Approval – Hallmark Subdivision
- Consider East Hill Neighborhood Association's Request for Overlay District
- Open Forum
- Adjournment

### Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:03 pm with a quorum present. He gave instructions to the audience on the rules and procedures of the Board.

### Approval of Meeting Minutes

Mr. Larson made a motion to approve the February 14, 2017 minutes, seconded by Mr. Moore, and it carried unanimously.

### Request for Final Plat Approval – Junction at West Hill

A Door Properties has submitted a request for Final Plat approval for "Junction at West Hill" subdivision. The proposed townhouse development is located within the western portion of Block 3 Belmont Tract along N. DeVilliers Street, W. Wright Street, and W. Gregory Street. Ms. Deese explained the final plat was routed through the various departments, and the Engineering Department had recanted their original concerns on the dead end road stating it was private and was in the hands of the engineer of record, and they agreed with the plat as submitted.

Ms. Bidnick reminded the Board there was a land dispute with the Mossholders, but they decided to sell the property to applicants. Commercial was deemed not feasible, so they added more residential resulting in a total of 32 units. Chairman Ritz stated the strength of the project was bringing more residents to the area and more life into the city. Mr. Larson asked if stormwater had been addressed, and Mr. Lamar, the engineer for the project, advised with the addition of the added property, the design was modified to have four retention ponds hopefully added as an aesthetic amenity and common area.

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](http://www.cityofpensacola.com)

The ponds would be fenced with decorative type fencing with opportunities for landscaping. He explained the changes to the commercial lots caused the pond areas to shift with three on parcel F and one on parcel G.

Mr. Grundhoefer was concerned with the five northwest lots not having alleyway access which would result in parking along DeVilliers Street. Mr. Lamar pointed out a 5' hiatus running east and west which cannot be acquired. Chairman Ritz offered that to base each decision on an automobile would not be wise since there are those people who don't have cars or multiple cars, and parking on the street is occurring all over Pensacola. Mr. Grundhoefer explained he did not want to see a garage taking over the façade of the entire 23' lot which would not be street friendly. Ms. Bidnick explained they were still trying to acquire the 5' gap, but for now the plan was to have parking in the front. Mr. Lamar stated there was room to add an alley and get the appropriate access easements, but the developer would need to make the decision in handling those lots with an easement versus a dedicated right of way. Ms. Deese explained the plat approval process was different, and the Board could not add conditions if the applicants met the Code requirements.

Mr. Larson indicated this was the first time the Board was reviewing the plat as residential. Mr. Grundhoefer suggested it should follow the same logic and planning as the other 26 lots. Chairman Ritz advised that because the various departments took no exception to the submitted plat, it did meet the requirements of the City of Pensacola, and the Board should make its determination on the plat as it relates to the requirements defined in the LDC. **Mr. Grundhoefer made a motion to deny based on his concerns and comments. The motion died for lack of a second. Mr. Larson made a motion to approve which also died for lack of a second.** Chairman Ritz asked for the opinions of other Board members. Mr. Grundhoefer asked if the applicants changed those 5 lots and had access from the north and made the revisions would it return to the Board. Ms. Deese advised the developer could do that if the Board was supportive of it, but it was not something the Board could require of them in the platting process. Mr. Lamar stated the engineer had advised they could have driveways entering from DeVilliers. Mr. Moore clarified that the Board was reviewing the technical and not the aesthetics. Ms. Deese stated if the applicants met the requirements which had been reviewed by technical departments, the plat had to be approved, and they could not require anything additional from the applicant. She stated if there were outstanding concerns from the utility providers and various City departments, it would be the Board's job to determine if they wanted to approve based on those issues.

Mr. Moore agreed with Mr. Grundhoefer's comments but understood the Board's role in this case. **Mr. Moore made a motion to approve, seconded by Mr. Owens. The motion carried with Chairman Ritz, Mr. Owens and Mr. Moore approving and Mr. Grundhoefer and Mr. Larson dissenting.** Chairman Ritz explained this item would proceed to the City Council for final approval.

#### **Request for Preliminary Plat Approval – Hallmark Subdivision**

349 LLC has submitted a request for Preliminary Plat approval for "Hallmark" subdivision. The proposed development, identified as 115 South E Street, is a 5.09 acre parcel bounded by W. Romana Street on the north, South E Street on the east, W. Government Street on the south, and South F Street on the west. The site is the location of the former Hallmark Elementary School. The proposed Preliminary Plat 76 lots measure 20 feet in width. This development is located within the C-3 zoning district, which has a maximum density of 35 dwelling units per acre. The proposed development complies with this standard. Additionally, the provisions of the district eliminate the building setbacks, allowing for zero-lot lines on all sides. The minimum parking required for townhouse developments is 2 parking spaces per unit; the developer intends to meet this requirement with a garage and driveway space. The developer has opted to pay into the park escrow in lieu of dedicating a park within the project.

Mr. Rebol indicated that the revised preliminary plat addressed comments from the City surveyor. He stated they had a landscape architect working on the common area which would include a fitness center, pools, and walking trails benefiting the residents. They are exploring retention ponds and underground

water retention systems. He explained the lots would be single family attached, fee simple with a dividing wall similar to projects on 30A. Chairman Ritz pointed out downtown development (Bill Thompson building) with garages facing the street. Mr. Grundhoefer stated with garages facing the street, there would be no interacting with people unless there were porches on an upper floor, but the Board's hands were tied since the plat met City Code. Chairman Ritz indicated the Board could present its concerns to the Council. Mr. Rebol stated they would like to save the school building, but it was not feasible, however, they intended to pay homage by recycling the brick and sharing some of the past with the new development. They also added one hydrant for fire coverage and were extending ECUA service to the development.

Chairman Ritz advised the Board would see the final plat. Mr. Larson was concerned about the distance between fire hydrants, and Mr. Rebol advised he would verify that spacing requirements had been met. **Mr. Larson made a motion to approve, seconded by Mr. Owens, and it carried unanimously.**

#### **Consider East Hill Neighborhood Association's Request for Overlay District**

City Council has referred to this Board for its review and recommendation, a request from the East Hill Neighborhood Association for an overlay district. City Council has asked that the Planning Board work with the neighborhood groups to seek input in the establishment of this Overlay District.

Chairman Ritz advised he was not personally in favor of an overlay district for East Hill.

Mike Thomas advised the overlay district was something the neighborhood association wanted for a long time, and he appreciated Mr. Grundhoefer's comments on driveways. He pointed out a citizen acquired two lots and built an RV carport on one of them, destroying all the property values in that area. He emphasized the intent was to protect property values as East Hill grows with infill. He saw this as giving a little more rigor, with plans coming before the Board which would give citizens more control on what occurs next door, preventing RV garages or old-style Habitat Houses.

Mr. Larson asked if there was any specific language or was the Board looking at this for the future. Mr. Thomas understood the process to be Board approval then forming a committee with private citizens and planners who would develop definitions such as amount of overhang, etc. Chairman Ritz advised that City staff helped put together workshops involving citizens which would take place over a course of months, with the final goal being to present to Council. Ms. Deese clarified at this point, staff did not know if the neighborhood desired this overlay and wanted some type of notification to take place during the process. If the neighborhood as a whole wanted this, they would need to present more concrete ideas. Mr. Thomas explained the East Hill Neighborhood Association boundary as roughly Belmont north to the tree tunnel, and Bayou on the east over to about Ninth Avenue. As far as vocabulary and definitions, the neighborhood association had not taken those steps, but it has been a conversation for years. Mr. Larson liked the idea of meeting the character of the neighborhood.

Chairman Ritz pointed out that historically looking at the 1950s, East Hill was far more dense than it is becoming today. However, in the 1980s, it was totally different. He clarified that the Board had been asked by the Council to explore the idea of an overlay; an advertised agenda item would be presented followed by a workshop. **Mr. Larson made a motion to encourage Council to explore the options of having an East Hill Overlay District, seconded by Mr. Grundhoefer.** Mr. Grundhoefer asked if they had discussed the commercial aspect such as the 12<sup>th</sup> Avenue Corridor or Bayview Park or others within this zone. Mr. Thomas stated his understanding was this type of distinction would be made in the workshops, but he stated the motivations were mostly residential in nature. Chairman Ritz advised that any crafted language would proceed through the Legal Department to make sure it was appropriate with the standards of the State of Florida. Ms. Deese informed that the charge to the Board from Council was to seek input. Mr. Grundhoefer pointed out that Ms. Mack had outlined the restrictions she was looking for in the Ninth Avenue Overlay District. The Board reviewed and revised them, and it might be incumbent on the East Hill Association to draft some of wants and needs to present to the Board as a starting point. Chairman Ritz

advised if the item goes forward, it would be a Board agenda item first for the initial announcement and to have public input, and then proceed to a workshop. Mr. Thomas said the neighborhood association could build the documents with the vocabulary and return to the Board for review. Mr. Grundhoefer clarified that in the overlay districts, the Board and the citizens were allowed to subjectively review projects; this allowed the community to rally around some development or be opposed to something which might be allowed in some areas. **The motion then carried with Chairman Ritz dissenting.**

**Open Forum** – Mr. Weeks advised he had seen East Hill go from where no one wanted to live to where everyone wants to live, and pointed out something has been done right over the last 36 years. Chairman Ritz stated property values had definitely increased over the year.

**Adjournment** – With no further business, Chairman Ritz adjourned the meeting at 3:04 pm. Chairman Ritz reminded the Board of the Sunshine Law regarding the East Hill meetings and speaking to each other, however, they were allowed to speak to staff on issues being considered by the Board.

Respectfully Submitted,



Brandi C. Deese  
City Planner  
Secretary to the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00057

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

ANNEXATION OF PROPERTY - CAMPUS HEIGHTS

**RECOMMENDATION:**

That City Council conduct a Public Hearing to consider the annexation of seventy-seven (77) parcels in the Campus Heights area, sixty-one (61) of which are owned by the Pensacola International Airport.

**HEARING REQUIRED:** Public

**SUMMARY:**

Campus Heights was identified in the approved year 2000 Airport Master Plan as a development area for a future business commerce park associated with the Airport. Generally, the Campus Heights area is bounded on the east and south by Airport property, on the north by Langley Avenue, and on the west by Tippen Avenue. It is an area of mixed use, consisting of commercial, light industrial, and residential use.

Currently one-hundred thirteen parcels have been purchased by the Airport, with six remaining to be acquired. As parcels are acquired that are contiguous to but not within the City limits, it becomes necessary to annex those parcels via the statutory process for the annexation of property.

In order to comply with the statutory requirements that would not require a referendum, seventy-seven (77) parcels, sixty-one (61) of which are owned by the Pensacola International Airport, were selected for annexation at this time. While the annexation would include the Airport owned parcels, it would also include sixteen (16) parcels owned by businesses. The City of Pensacola/Pensacola International Airport however is the owner of more than fifty percent (50%) of the parcels in the proposed area. The proposed inclusion of these other parcels would provide for a clearer City/County boundary in the affected area.

F.S. 171.0413 provides that:

Annexation procedures.-Any municipality may annex contiguous, compact, unincorporated territory in the following manner:

(1) An ordinance proposing to annex an area of contiguous, compact, unincorporated territory shall be



adopted by the governing body of the annexing municipality pursuant to the procedure for the adoption of a nonemergency ordinance established by s. 166.041. Prior to the adoption of the ordinance of annexation, the local governing body shall hold at least two advertised public hearings. The first public hearing shall be on a weekday at least 7 days after the day that the first advertisement is published. The second public hearing shall be held on a weekday at least 5 days after the day that the second advertisement is published. Each such ordinance shall propose only one reasonably compact area to be annexed. However, prior to the ordinance of annexation becoming effective, a referendum on annexation shall be held as set out below, and, if approved by the referendum, the ordinance shall become effective 10 days after the referendum or as otherwise provided in the ordinance, but not more than 1 year following the date of the referendum.

(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the governing body does not choose to hold a referendum of the annexing municipality pursuant to subsection (2), then the property owner consents required pursuant to subsection (5) shall be obtained by the parties proposing the annexation prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon becoming a law or as otherwise provided in the ordinance.

Therefore, in accordance with paragraph (6) of F.S. 171.0413, a referendum is not required as there are no registered electors on the parcels in the proposed annexation area. Further, the City of Pensacola/Pensacola International Airport, the owner of more than 50 percent of the land in the proposed annexation area, consents to the annexation.

**PRIOR ACTION:**

November 10, 2011 - City Council approved the annexation of nine (9) parcels in the Campus Heights area owned by the Pensacola International Airport.

December 1, 2011 - City Council adopted Ordinance No. 31-11 - Annexation of Airport Owned Property on second reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive property taxes and stormwater fee revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

3/24/2017

**STAFF CONTACT:**

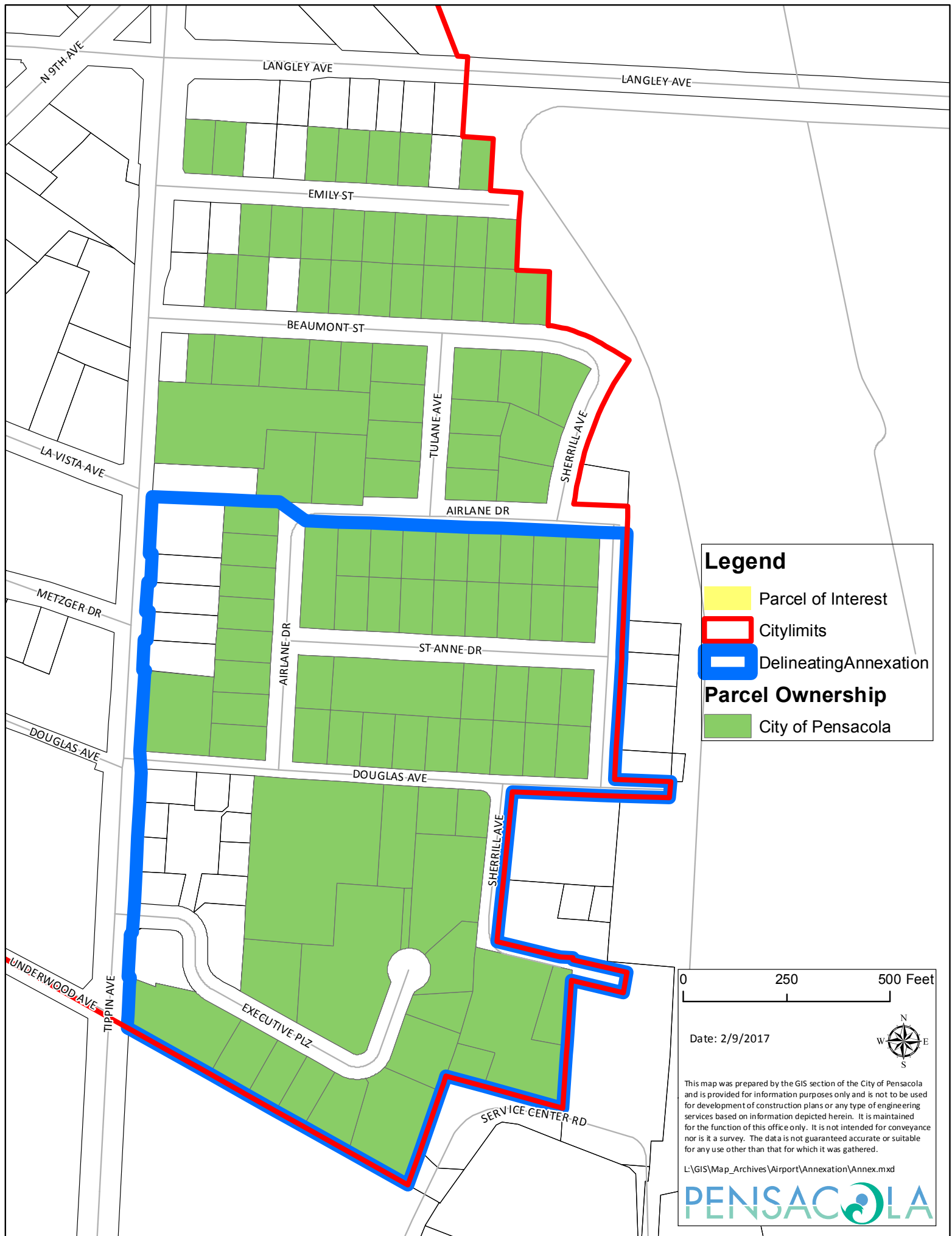


Eric W. Olson, City Administrator  
Sherry Morris, Planning Services Administrator  
Daniel Flynn, Airport Director

**ATTACHMENTS:**

- 1) Map of Annexation Area

**PRESENTATION:** No





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 10-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PROPOSED ORDINANCE NO. 10-17 - ANNEXATION OF PROPERTY - CAMPUS HEIGHTS

### **RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 10-17 on first reading.

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.

**HEARING REQUIRED:** Public

### **SUMMARY:**

Campus Heights was identified in the approved year 2000 Airport Master Plan as a development area for a future business commerce park associated with the Airport. Generally, the Campus Heights area is bounded on the east and south by Airport property, on the north by Langley Avenue, and on the west by Tippin Avenue. It is an area of mixed use, consisting of commercial, light industrial, and residential use.

Currently one-hundred thirteen parcels have been purchased by the Airport, with six remaining to be acquired. As parcels are acquired that are contiguous to but not within the City limits, it becomes necessary to annex those parcels via the statutory process for the annexation of property.

In order to comply with the statutory requirements that would not require a referendum, seventy-seven (77) parcels, sixty-one (61) of which are owned by the Pensacola International Airport, were selected for annexation at this time. While the annexation would include the Airport owned parcels, it would also include sixteen (16) parcels owned by businesses. The proposed inclusion of these other parcels would provide for a clearer City/County boundary in the affected area. The City of Pensacola/Pensacola International Airport is the owner of more than fifty percent (50%) of the parcels in the proposed area.

F.S. 171.0413 provides that:

*Annexation procedures.-Any municipality may annex contiguous, compact, unincorporated territory in the following manner:*

*(1) An ordinance proposing to annex an area of contiguous, compact, unincorporated territory shall be adopted by the governing body of the annexing municipality pursuant to the procedure for the adoption of a nonemergency ordinance established by s. 166.041. Prior to the adoption of the ordinance of annexation, the local governing body shall hold at least two advertised public hearings. The first public hearing shall be on a weekday at least 7 days after the day that the first advertisement is published. The second public hearing shall be held on a weekday at least 5 days after the day that the second advertisement is published. Each such ordinance shall propose only one reasonably compact area to be annexed. However, prior to the ordinance of annexation becoming effective, a referendum on annexation shall be held as set out below, and, if approved by the referendum, the ordinance shall become effective 10 days after the referendum or as otherwise provided in the ordinance, but not more than 1 year following the date of the referendum.*

*(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the governing body does not choose to hold a referendum of the annexing municipality pursuant to subsection (2), then the property owner consents required pursuant to subsection (5) shall be obtained by the parties proposing the annexation prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon becoming a law or as otherwise provided in the ordinance.*

Therefore, in accordance with paragraph (6) of F.S. 171.0413, a referendum is not required as there are no registered electors on the parcels in the proposed annexation area. Further, the City of Pensacola/Pensacola International Airport, the owner of more than 50 percent of the land in the proposed annexation area, consents to the annexation.

**PRIOR ACTION:**

November 10, 2011 - City Council approved the annexation of nine (9) parcels in the Campus Heights area owned by the Pensacola International Airport.

December 1, 2011 - City Council adopted Ordinance No. 31-11 - Annexation of Airport Owned Property on second reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive Property Tax and Stormwater Utility Fee revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

3/27/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Sherry Morris, Planning Services Administrator  
Daniel Flynn, Airport Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 10-17
- 2) Survey, City of Pensacola Proposed Campus Heights Annexation Phase I

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 10-17

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

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:

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, SAID POINT BEING THE POINT OF BEGINNING; THENCE N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT FOR 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N03°10'03"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE (RIGHT OF WAY VARIES) FOR A DISTANCE OF 1276.01 FEET; THENCE S87°18'36"E FOR A DISTANCE OF 299.34 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE S55°55'01"E FOR A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND IT'S EXTENSION THERE OF A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE S03°14'29"W ALONG SAID WEST LINE OF BLOCK 4 FOR 580.19 FEET; THENCE S86°52'41"E ALONG THE SOUTH LINE OF SAID BLOCK 4 FOR 135.15 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK; THENCE S02°51'38"W FOR A DISTANCE OF 39.96 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W); THENCE N86°55'02"W ALONG THE SOUTH LINE OF DOUGLAS DRIVE FOR 379.91 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE AND THE EAST RIGHT OF WAY OF SHERRILL AVENUE(50' R/W); THENCE S03°08'16"W ALONG THE SAID EAST RIGHT OF WAY FOR A DISTANCE OF 377.78 FEET; THENCE S79°56'14"W FOR 213.28 FEET; THENCE S04°24'27"W FOR 50.47 FEET; THENCE CONTINUE S04°24'27"W FOR A DISTANCE OF 296.20 FEET; THENCE N75°57'17"W FOR A DISTANCE OF 330.77 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE S19°35'37"W FOR A DISTANCE OF 283.18 FEET TO THE POINT OF BEGINNING.

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.

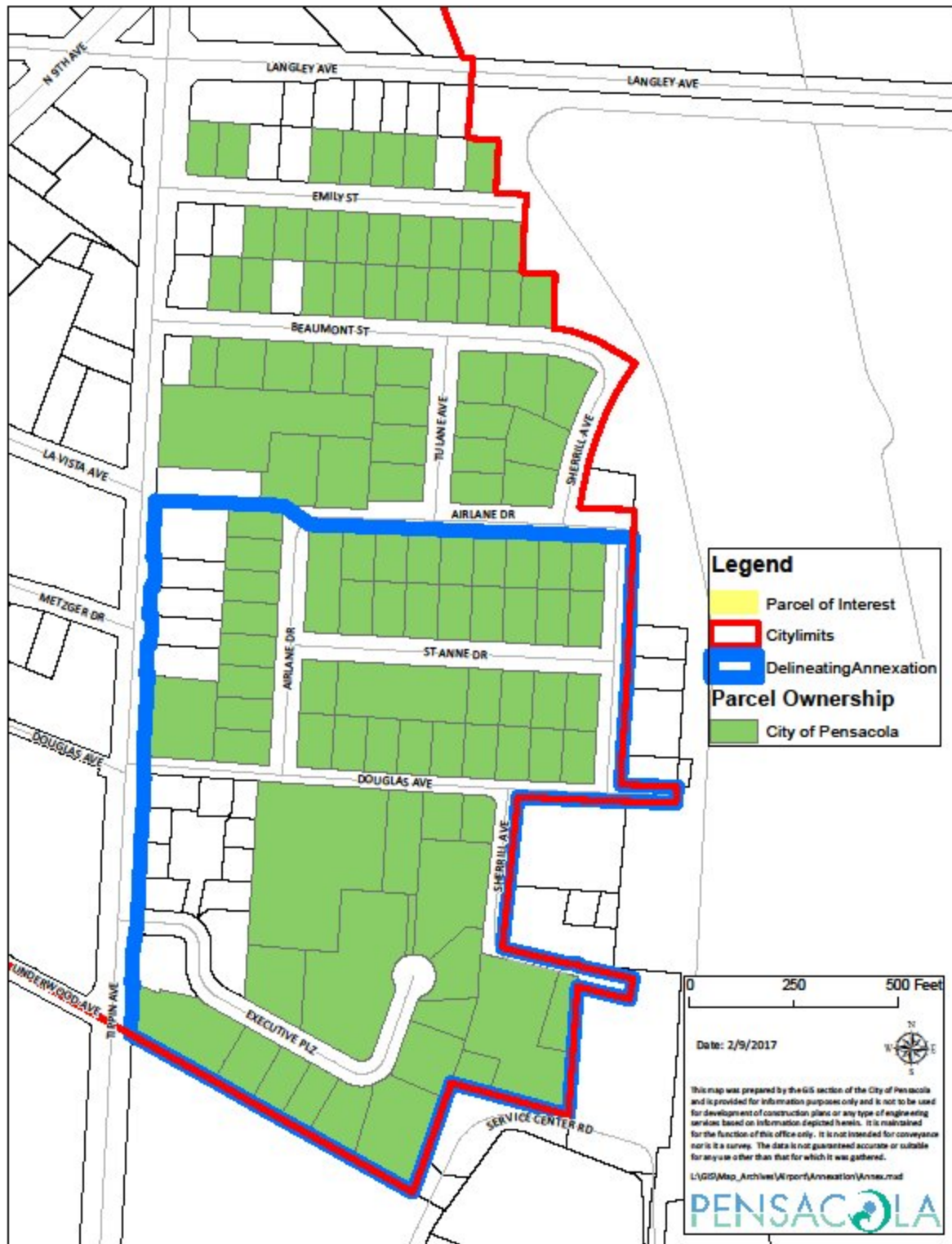
SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: \_\_\_\_\_

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

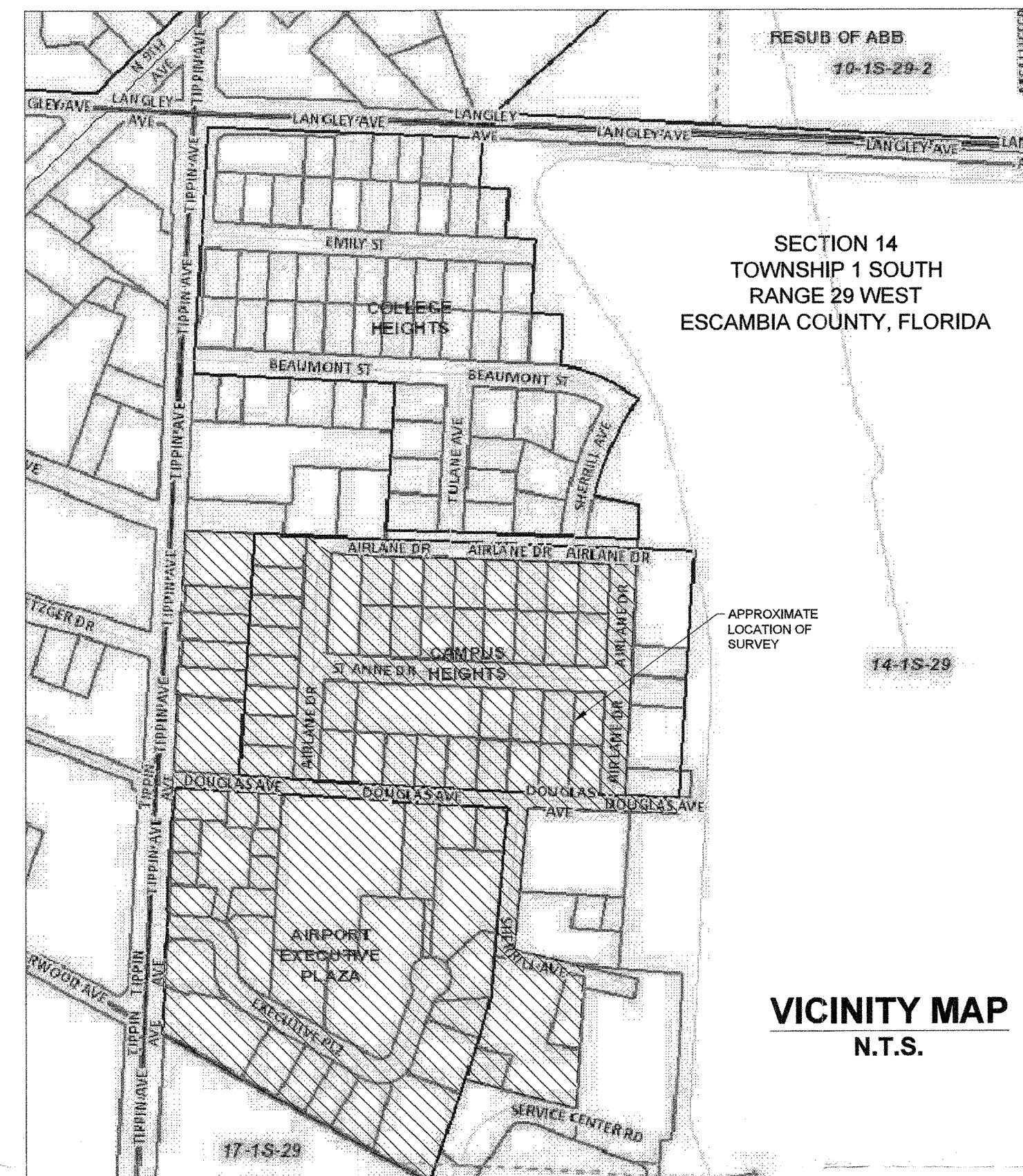
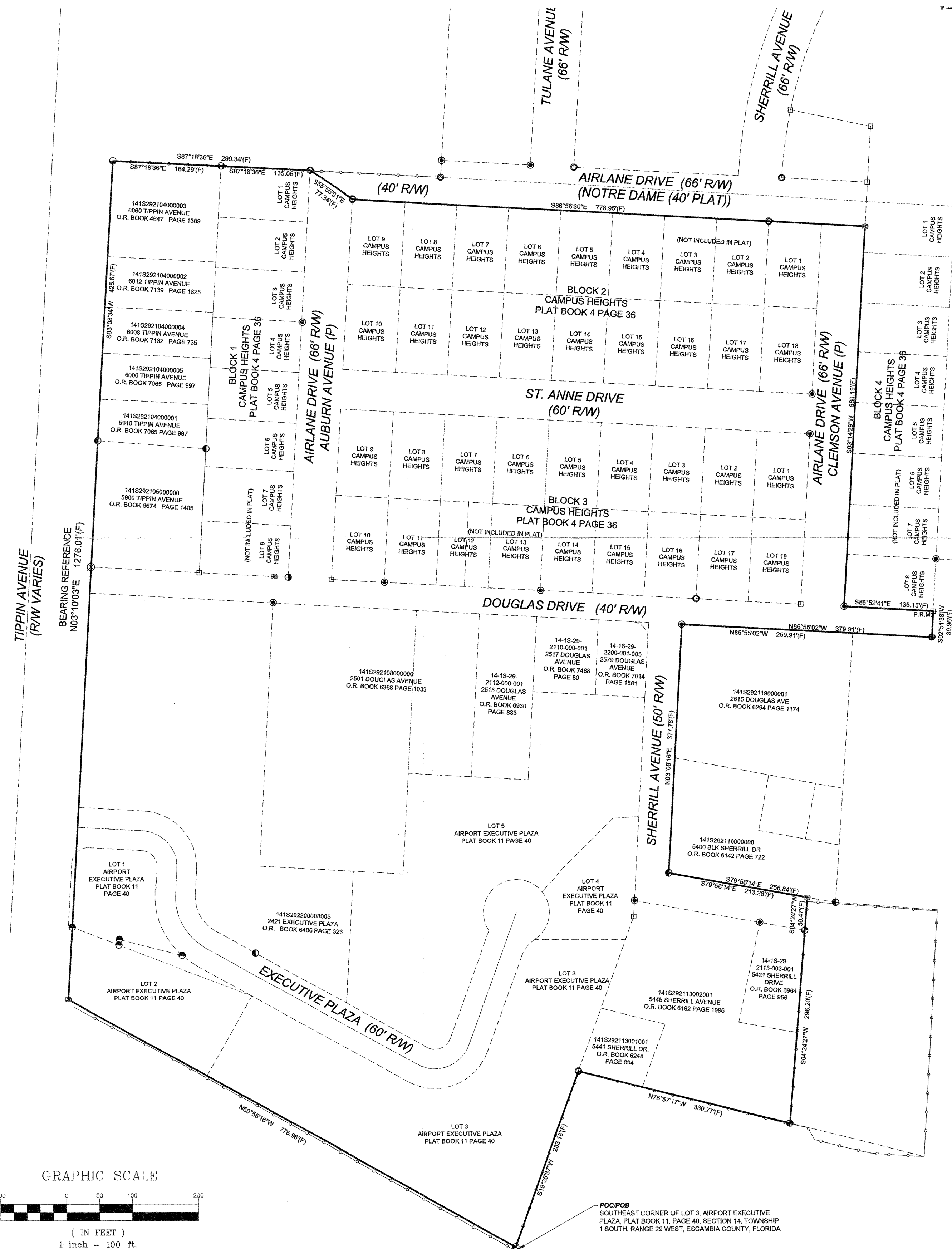
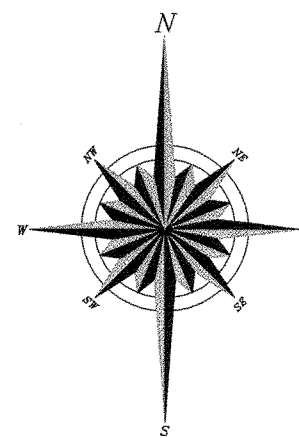
Attest:

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





# CITY OF PENSACOLA PROPOSED CAMPUS HEIGHTS ANNEXATION PHASE I



## NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON FEBRUARY 23, 2017.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
5. BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE AS NORTH 03°10'03" EAST.
6. FENCE LINES ARE EXAGGERATED FOR CLARITY.
7. ENCROACHMENTS ARE AS SHOWN.

## CORNER LEGEND

- ① FND 10" CUT INTO CONCRETE
- ② FND 4" X 4" CONCRETE MONUMENT
- ③ FND IRON PIPE (SIZE INDICATED)
- ④ FND 12" IRON ROD (SIZE INDICATED)
- ⑤ FND CAPPED IRON ROD (#45)
- ⑥ FND CAPPED IRON ROD (#612)
- ⑦ FND CAPPED IRON ROD (#679)
- ⑧ FND CAPPED IRON ROD (#682)
- ⑨ FND CAPPED IRON ROD (#681)
- ⑩ FND CAPPED IRON ROD (#7092)
- ⑪ FND CAPPED IRON ROD (#7174)
- ⑫ SET 12" CAPPED IRON ROD #7612

## LEGEND

- |      |                        |
|------|------------------------|
| (F)  | FIELD MEASUREMENT      |
| (P)  | PLAT MEASUREMENT       |
| (D)  | DEED MEASUREMENT       |
| (C)  | CALCULATED MEASUREMENT |
| R/W  | RIGHT-OF-WAY           |
| FND  | FOUND MONUMENTATION    |
| POB  | POINT OF BEGINNING     |
| POC  | POINT OF COMMENCEMENT  |
| O.R. | OFFICIAL RECORDS       |

THE SURVEY SHOWN HEREON IS TRUE AND CORRECT AND IN COMPLIANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*Rob L. Working*  
ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

NOT VALID  
WITHOUT  
RAISED  
SEAL

3/10/17

TITLE SPECIFIC PURPOSE SURVEY

PROPOSED CAMPUS HEIGHTS ANNEXATION PHASE I

CAMPUS HEIGHTS & EXECUTIVE PLAZA

CITY OF PENSACOLA

PENSACOLA, FLORIDA 32504

DWG NO. 1 OF 2

DATE FEBRUARY 2017

360 Surveying Services, Inc.  
Professional Land Surveyors

1801 Creighton Road-Pensacola, Florida 32504  
Office: (850) 857-4400





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00175

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSORS:** Ashton J. Hayward, III, Mayor  
City Council President Brian Spencer

**SUBJECT:**

CREATION OF SECTION 8-1-28 OF THE CITY CODE - PROHIBITING SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

**RECOMMENDATION:**

That City Council adopt an ordinance creating Section 8-1-28 of the City Code - Prohibiting solicitation of donations upon public sidewalks and rights-of-way in the Downtown Visitors' District.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has received complaints from members of the public and downtown businesses about the presence of individuals soliciting donations either verbally or by the use of signage. The solicitation of donations obstructs the free flow of pedestrian traffic in the downtown area and it negatively affects residents, visitors and businesses.

The Downtown Improvement Board asked the City to consider a regulation which would protect the public from this nuisance activity, preserve the significant investment of the businesses and the City in the Downtown Improvement District and enhance the experience of the public in the downtown business area.

**PRIOR ACTION:**

Items postponed for April 13<sup>th</sup> meeting

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

2/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

Lysia H. Bowling, City Attorney

**ATTACHMENTS:**

- 1) Letter from John Peacock, DIB Chair, dated February 21, 2017 with Ordinance Boundary Map Attachment
- 2) Proposed Ordinance

**PRESENTATION:** No



February 21, 2017

Hon. Ashton J. Hayward III, Mayor  
Hon. Brian Spencer, City Council President, and  
Mr. Eric Olson, City Administrator  
222 W. Main Street  
Pensacola, FL 32502

RE: Proposed City Ordinance Addressing Soliciting, Begging & Panhandling in  
Downtown Pensacola

Dear Mayor Hayward, President Spencer and Mr. Olson:

This letter is a follow-up to my letter of October 21, 2016 to you and the City Council, as well as a follow-up to a recent meeting between the City's attorneys Ms. Bowling and Mr. Wells and the DIB's Executive Director, Curt Morse. The DIB fully supports the implementation of the above proposed ordinance.

Downtown Pensacola is an essential part of the overall Pensacola tourism experience. Recently we've seen an alarming and consistent increase in the amount of nuisance activity, i.e., soliciting, begging and panhandling, along the streets, in the parks, and along the sidewalks and storefronts in the Downtown Improvement District. This activity adversely impacts tourism, economic development, and diminishes the overall experience of those that visit the area.

As we work to expand the commercial and residential base of the Downtown core of the City, the DIB believes the implementation of this ordinance and eliminating the nuisance activity is vital to providing a safe, pleasant, family friendly environment for all those who own businesses, work, live, dine, shop and otherwise enjoy the Downtown Improvement District. We also see the need to better communicate the availability of outreach services to those in need. As a result, the DIB is formulating a Downtown Ambassador program that will not only serve to assist tourists and other visitors to Downtown with helpful information, it can also serve to connect local services to those in need. This program, along with other clean and safe initiatives, will support growth and help to promote the ongoing prosperity of Downtown.

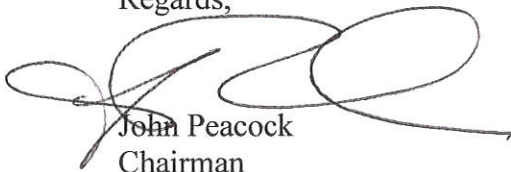
For your consideration, I am attaching a map of the Downtown Improvement District, which highlights in yellow boundaries which the DIB believes could be reasonably covered by the new ordinance.

We would ask the City to consider referring to the highlighted area as the "Downtown Visitors District" which would be described as follows:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public area adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

Again, recognizing the importance of the overall tourism experience and the economic development of Downtown Pensacola, the DIB Board asks that you implement a City ordinance that addresses nuisance activity such as soliciting, begging and panhandling in Downtown Pensacola at your earliest convenience. We at the DIB stand ready to assist in this effort in any way we can.

Regards,



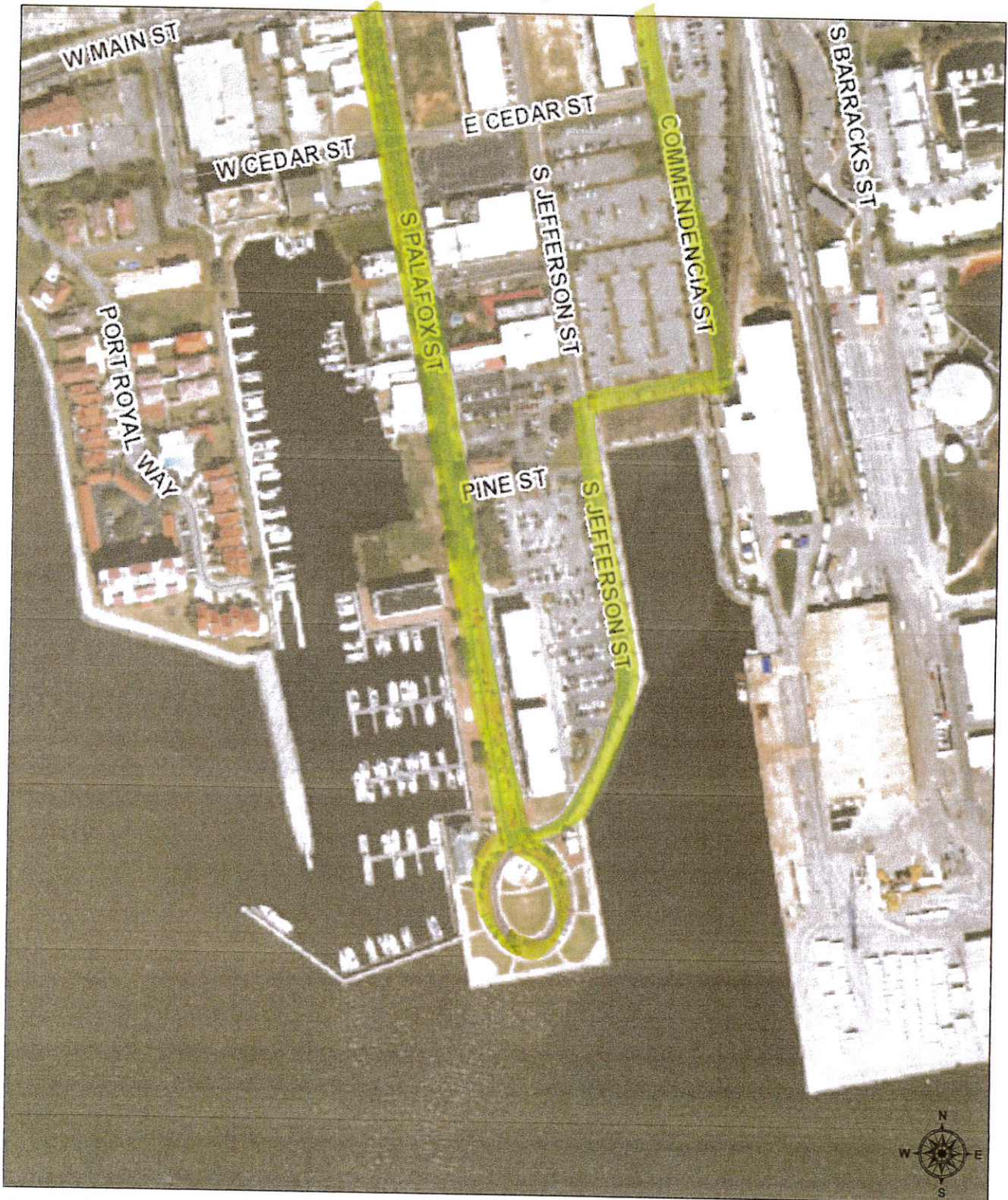
John Peacock  
Chairman  
Downtown Improvement Board of Directors

MJS/CWM

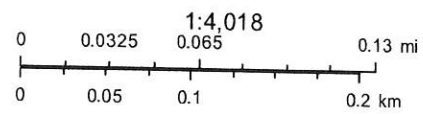








February 23, 2017



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

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

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

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-28 of the Code of the City of Pensacola, Florida, is hereby created to read:

**Sec. 8-1-28. Regulation of Conduct In The Downtown Visitors' District.**

- (1) Legislative Findings. The City Council of the City of Pensacola hereby makes the following legislative findings and declares them to be true and accurate:
- a. The City of Pensacola has substantial governmental interests in promoting and protecting tourism, encouraging the expansion of the City's economic base by attracting and maintaining new investments, creating an attractive infrastructure that encourages quality development and protecting the City's economy.
  - b. The Downtown Visitors' District (defined herein) is located within a geographical area of unique historic and business districts in the City of Pensacola which are nationally and internationally recognized as premier tourist designations.
  - c. Tourism is one of Florida's most important economic industries and the City of Pensacola is one of the preeminent tourist destinations in the Florida Panhandle.
  - d. Over the last 20 years, public and private investment in the Downtown Visitors' District has resulted in the redevelopment and revitalization of the core downtown business district comprised of a multitude of dining and entertainment venues that include restaurants, sidewalk cafes and nightclubs, theaters, museums, cultural centers, City parks and retail establishments where residents, visitors and tourists visit, shop, dine, and attend area events.
  - e. The City of Pensacola has a significant governmental interest in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity.
  - f. Panhandling activities impede public use of the sidewalks and public rights-of-way, and adversely impact tourism in the revitalized Downtown Visitor's District. As well,



these activities threaten the economic vitality as well as the existence of a pleasant, enjoyable, and safe environment in the Downtown Visitors' District.

- g. Panhandlers often disrupt the daily activities that occur at outdoor cafes, restaurants, nightclubs, entertainment venues and other downtown commercial establishments by disrupting business and physically approaching, harassing, or intimidating residents, visitors, and tourists in places where it is difficult or not possible to exercise the right to decline to listen to them or avoid their requests.
- h. Panhandlers also obstruct the sidewalks and rights-of-way located within the Downtown Visitors' District causing pedestrians to step into moving traffic or to come in contact with other pedestrians, thus endangering their safety and the safety of others.
- i. The City of Pensacola and owners of retail establishments as well as residents, visitors and tourist have complained about panhandlers soliciting donations on sidewalks and rights-of-way in the Downtown Visitors' District.
- j. The City of Pensacola recognizes and acknowledges that panhandling is entitled to First Amendment protection and its regulation must be content neutral and narrowly tailored to serve a significant government interest while leaving open alternative channels of communication.
- k. The City of Pensacola has a significant governmental interest in adopting this regulation is to engage in a reasonable, limited, time, place and manner regulation in a manner approved by the courts.
- l. The City of Pensacola finds that there are ample alternative public venues for such expressive activities outside of the Downtown Visitors' District.
- m. The City of Pensacola further finds that without the regulations being adopted in this section of the City Code, the investment in redeveloping the Downtown Visitors' District from a deteriorated partially vacant commercial area into its current vibrant and popular resident, visitor and tourist venue will be jeopardized.
- n. The City of Pensacola finds that this regulation is a content-neutral, narrowly tailored regulation intended to address and curb the problems unique to the subject area and do not unreasonably interfere with constitutionally protected rights.
- o. The regulations set forth in this ordinance are further the City's afore-stated interests and are not intended to prohibit the exercise of a person's protected constitutional rights under the First Amendment.
- p. The City of Pensacola finds that this ordinance furthers the significant governmental interest of the City of Pensacola in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity and will preserve

and enhance the various economic and tourism interests of the City and is in the best interest of the public.

(2) Definitions.

- a. *The Downtown Visitors' District* is hereby defined as the streets, adjacent sidewalks and pedestrian city rights-of-way within the following area:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public areas including sidewalks and rights of way adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia Street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

- b. *Solicitation of donations* means any request made in person on a street, sidewalk or public right-of-way within the Downtown Visitors' District, for an immediate donation of money or other thing of value, including the purchase of an item or service for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is a donation, whether such solicitation is accomplished verbally, passively or through any manner of signage.

(3) Prohibited Conduct. The following conduct is prohibited upon the sidewalks and public rights-of-way within the Downtown Visitors' District:

- a. Solicitation of donations.

(4) Penalties. This sec. 8-1-28 of the Code of the City of Pensacola, Florida, shall be enforced in the manner provided in sec. 7-4-14, pertaining to violations of sec. 7-4-13 of the Code.

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 severable.

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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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

## **Ericka Burnett**

---

**From:** Lysia Bowling  
**Sent:** Wednesday, March 08, 2017 12:16 PM  
**To:** Ashton Hayward; City Council Only  
**Cc:** 'Michael Stebbins'  
**Subject:** LOCAL GOVERNMENTAL REGULATION OF FIRST AMENDMENT ACTIVITIES

Dear Mayor Ashton Hayward, Council President Brian Spencer and Members of City Council:

I am providing the following to assist City Council in its review and consideration of the proposed panhandling ordinance. The ordinance as proposed reflects the current state of the law however this is an area of law that is evolving.

The federal courts have interpreted the First Amendment to allow local governmental regulation of “freedom of speech” only under certain circumstances.

For many years, the courts have held that the act of soliciting donations on public sidewalks and in public parks is fully protected First Amendment activity.

In order for a city or county to regulate First Amendment activity on public sidewalks and rights-of-way, the following conditions must be present:

- The government must have a legitimate, substantial interest in regulating the activity. The courts have found that keeping sidewalks unobstructed so that all can use them, and enticing tourists to visit a particular area are legitimate, substantial interests.
- The regulation must be “content neutral,” meaning that the regulation cannot discriminate between speech that the government allows and speech that the government wants to ban, without a rational and reasonable basis for distinguishing between the two.
- Regulations of First Amendment activities which are not “content neutral” are subjected to a much higher standard of legal justification (“strict scrutiny,” in the parlance of the courts), and they rarely survive judicial scrutiny. In the last few years, the U.S. Supreme Court has rendered several decisions in the areas of sign regulation and sidewalk abortion counselling that have indicated that the Court’s view and definition of “content neutrality” is changing.
- The regulation must be reasonably limited in its time, place and manner of application, leaving open other venues for the First Amendment activity to take place.
- The regulation must be “narrowly tailored” to advance the government’s legitimate interest, or cure the problem that it is directed to. If there is a problem in an identified geographic area, the regulation on First Amendment activity must be limited to that area.

Thank you,

Lysia H. Bowling  
City Attorney  
222 W. Main Street  
Pensacola, Florida 32502



E-mail [lbowling@cityofpensacola.com](mailto:lbowling@cityofpensacola.com)  
(850) 435-1615



For Non-Emergency Citizen Requests, Dial 311 or visit [Pensacola311.com](http://Pensacola311.com)

Notice Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office; instead, contact our office by phone or in writing

March 6, 2017

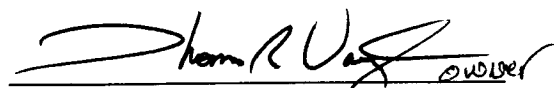
Mayor Ashton Hayward  
City Council of the  
City of Pensacola Florida


Dear Mayor and Council,

We the undersigned business owners, managers, and residents of Palafox Place do hereby request that new ordinances be adopted for Palafox Place regarding the following:

1. To eliminate panhandling on Palafox Place
2. To eliminate loitering for donations on Palafox Place.
3. To require sidewalk "performers" to obtain a city license that will enforce strict behavior as well as time and location limits.

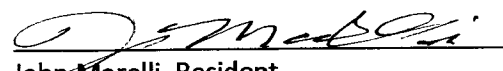
Thank You,

  
Northwestern Mutual Financial Network  
108 Palafox Place

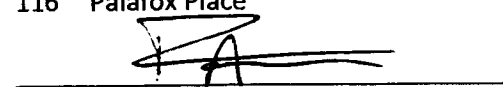
  
Belle Ame Bath and Body  
112 Palafox Place

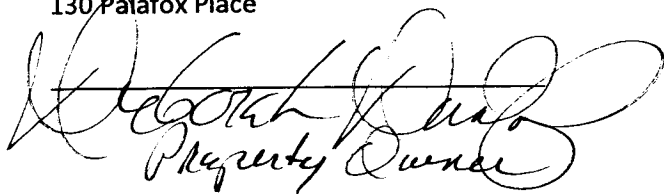
  
Marty Campbell Gallery  
114 Palafox Place

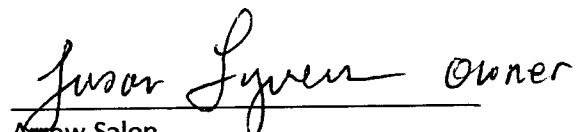
Deborah Dunlap, Resident  
114 ½ Palafox Place


  
John Morelli, Resident  
116 ½ Palafox Place

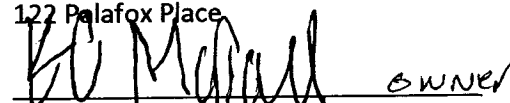
  
Indigeaux Denim Boutique  
116 Palafox Place

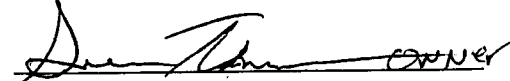
  
Dr. Rohit Amin, Resident  
130 Palafox Place

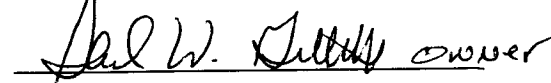
  
Property Owner

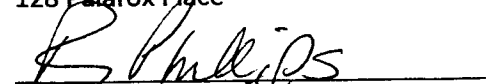
  
Arrow Salon  
120 Palafox Place


  
Gypsy Southern Boutique  
122 Palafox Place

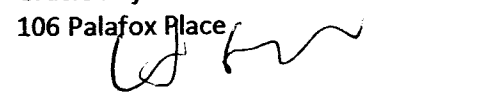
  
Sparkle Children's Boutique  
124 Palafox Place

  
Adonna's Bakery  
126 Palafox Place

  
Urban Objects  
128 Palafox Place

  
Randy Phillips, Resident  
124 Palafox Place

  
Gracie Juijitsu  
106 Palafox Place

  
VINCE SACCO, Resident  
120 Palafox



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 09-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSORS:** Ashton J. Hayward, III, Mayor  
City Council President Brian Spencer

**SUBJECT:**

PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28 OF THE CITY CODE - PROHIBITING SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 09-17 on first reading.

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has received complaints from members of the public and downtown businesses about the presence of individuals soliciting donations either verbally or by the use of signage. The solicitation of donations obstructs the free flow of pedestrian traffic in the downtown area and it negatively affects residents, visitors and businesses.

The Downtown Improvement Board asked the City to consider a regulation which would protect the public from this nuisance activity, preserve the significant investment of the businesses and the City in the Downtown Improvement District and enhance the experience of the public in the downtown business area.

**PRIOR ACTION:**

N/A

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

2/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

Lysia H. Bowling, City Attorney

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 09-17
- 2) Letter from John Peacock, DIB Chairman
- 3) DIB Panhandling Ordinance Boundary Map

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 09-17

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

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-28 of the Code of the City of Pensacola, Florida, is hereby created to read:

Sec. 8-1-28. Regulation of Conduct In The Downtown Visitors' District.

- (1) Legislative Findings. The City Council of the City of Pensacola hereby makes the following legislative findings and declares them to be true and accurate:
- a. The City of Pensacola has substantial governmental interests in promoting and protecting tourism, encouraging the expansion of the City's economic base by attracting and maintaining new investments, creating an attractive infrastructure that encourages quality development and protecting the City's economy.
  - b. The Downtown Visitors' District (defined herein) is located within a geographical area of unique historic and business districts in the City of Pensacola which are nationally and internationally recognized as premier tourist designations.
  - c. Tourism is one of Florida's most important economic industries and the City of Pensacola is one of the preeminent tourist destinations in the Florida Panhandle.
  - d. Over the last 20 years, public and private investment in the Downtown Visitors' District has resulted in the redevelopment and revitalization of the core downtown business district comprised of a multitude of dining and entertainment venues that include restaurants, sidewalk cafes and nightclubs, theaters, museums, cultural centers, City parks and retail establishments where residents, visitors and tourists visit, shop, dine, and attend area events.
  - e. The City of Pensacola has a significant governmental interest in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity.
  - f. Panhandling activities impede public use of the sidewalks and public rights-of-way, and adversely impact tourism in the revitalized Downtown Visitor's District. As well,

these activities threaten the economic vitality as well as the existence of a pleasant, enjoyable, and safe environment in the Downtown Visitors' District.

- g. Panhandlers often disrupt the daily activities that occur at outdoor cafes, restaurants, nightclubs, entertainment venues and other downtown commercial establishments by disrupting business and physically approaching, harassing, or intimidating residents, visitors, and tourists in places where it is difficult or not possible to exercise the right to decline to listen to them or avoid their requests.
- h. Panhandlers also obstruct the sidewalks and rights-of-way located within the Downtown Visitors' District causing pedestrians to step into moving traffic or to come in contact with other pedestrians, thus endangering their safety and the safety of others.
- i. The City of Pensacola and owners of retail establishments as well as residents, visitors and tourist have complained about panhandlers soliciting donations on sidewalks and rights-of-way in the Downtown Visitors' District.
- j. The City of Pensacola recognizes and acknowledges that panhandling is entitled to First Amendment protection and its regulation must be content neutral and narrowly tailored to serve a significant government interest while leaving open alternative channels of communication.
- k. The City of Pensacola has a significant governmental interest in adopting this regulation is to engage in a reasonable, limited, time, place and manner regulation in a manner approved by the courts.
- l. The City of Pensacola finds that there are ample alternative public venues for such expressive activities outside of the Downtown Visitors' District.
- m. The City of Pensacola further finds that without the regulations being adopted in this section of the City Code, the investment in redeveloping the Downtown Visitors' District from a deteriorated partially vacant commercial area into its current vibrant and popular resident, visitor and tourist venue will be jeopardized.
- n. The City of Pensacola finds that this regulation is a content-neutral, narrowly tailored regulation intended to address and curb the problems unique to the subject area and do not unreasonably interfere with constitutionally protected rights.
- o. The regulations set forth in this ordinance are further the City's afore-stated interests and are not intended to prohibit the exercise of a person's protected constitutional rights under the First Amendment.
- p. The City of Pensacola finds that this ordinance furthers the significant governmental interest of the City of Pensacola in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity and will preserve

and enhance the various economic and tourism interests of the City and is in the best interest of the public.

(2) Definitions.

- a. The Downtown Visitors' District is hereby defined as the streets, adjacent sidewalks and pedestrian city rights-of-way within the following area:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public areas including sidewalks and rights of way adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia Street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

- b. Solicitation of donations means any request made in person on a street, sidewalk or public right-of-way within the Downtown Visitors' District, for an immediate donation of money or other thing of value, including the purchase of an item or service for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is a donation, whether such solicitation is accomplished verbally, passively or through any manner of signage. Solicitation of donations made in connection with fundraising events held by or on behalf of charitable organizations for which a special event permit has been obtained shall not be unlawful under this provision.

(3) Prohibited Conduct. The following conduct is prohibited upon the sidewalks and public rights-of-way within the Downtown Visitors' District:

- a. Solicitation of donations.

(4) Penalties. This sec. 8-1-28 of the Code of the City of Pensacola, Florida, shall be enforced in the following manner:

- a. A law enforcement officer may issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a violation of section 8-1-28.
- b. A citation issued by a law enforcement officer shall be in a form prescribed by the mayor and shall contain:



1. The date and time of issuance.
  2. The name and address of the person to whom the citation is issued.
  3. The date and time the violation of section 8-1-28 was committed.
  4. The facts constituting reasonable cause.
  5. The name and badge number of the law enforcement officer.
  6. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
  7. The applicable civil penalty if the person elects to contest the citation.
  8. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, such person shall be deemed to have waived the right to contest the citation and that, in such case, judgment may be entered for an amount up to the maximum civil penalty.
- c. The following civil penalty citation schedules will apply if the person cited elects not to contest a citation and the civil penalties which will apply if such person elects to contest a citation:
1. For those persons not contesting a citation:
    - (a) First citation, fifty dollars (\$50.00).
    - (b) Second citation, one hundred dollars (\$100.00).
    - (c) Third citation, two hundred dollars (\$200.00).
    - (d) Fourth and all additional citations, four hundred dollars (\$400.00).
  2. For those persons contesting a citation, the county court may impose a fine within the court's discretion up to a maximum of five hundred dollars (\$500.00).
- d. After issuing a citation to an alleged violator, a law enforcement officer shall deposit the original citation and one copy of the citation with the county court.
- e. An officer issuing a citation under this section may elect to contact community outreach services, such as United Way's "2-1-1" service, in order to determine whether a referral can be made or services offered to assist the individual cited. In the event the officer is unable to contact community outreach services at the time of the officer's contact with the person accused of violating this article, the officer may supply the person with information sufficient for the person to make such contact at a later time.
- ~~(4) Penalties. This sec. 8-1-28 of the Code of the City of Pensacola, Florida, shall be enforced in the manner provided in sec. 7-4-14, pertaining to violations of sec. 7-4-13 of the Code.~~

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 severable.

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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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

February 21, 2017

Hon. Ashton J. Hayward III, Mayor  
Hon. Brian Spencer, City Council President, and  
Mr. Eric Olson, City Administrator  
222 W. Main Street  
Pensacola, FL 32502

RE: Proposed City Ordinance Addressing Soliciting, Begging & Panhandling in  
Downtown Pensacola

Dear Mayor Hayward, President Spencer and Mr. Olson:

This letter is a follow-up to my letter of October 21, 2016 to you and the City Council, as well as a follow-up to a recent meeting between the City's attorneys Ms. Bowling and Mr. Wells and the DIB's Executive Director, Curt Morse. The DIB fully supports the implementation of the above proposed ordinance.

Downtown Pensacola is an essential part of the overall Pensacola tourism experience. Recently we've seen an alarming and consistent increase in the amount of nuisance activity, i.e., soliciting, begging and panhandling, along the streets, in the parks, and along the sidewalks and storefronts in the Downtown Improvement District. This activity adversely impacts tourism, economic development, and diminishes the overall experience of those that visit the area.

As we work to expand the commercial and residential base of the Downtown core of the City, the DIB believes the implementation of this ordinance and eliminating the nuisance activity is vital to providing a safe, pleasant, family friendly environment for all those who own businesses, work, live, dine, shop and otherwise enjoy the Downtown Improvement District. We also see the need to better communicate the availability of outreach services to those in need. As a result, the DIB is formulating a Downtown Ambassador program that will not only serve to assist tourists and other visitors to Downtown with helpful information, it can also serve to connect local services to those in need. This program, along with other clean and safe initiatives, will support growth and help to promote the ongoing prosperity of Downtown.

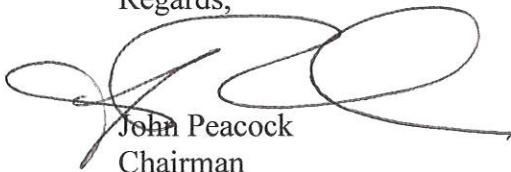
For your consideration, I am attaching a map of the Downtown Improvement District, which highlights in yellow boundaries which the DIB believes could be reasonably covered by the new ordinance.

We would ask the City to consider referring to the highlighted area as the "Downtown Visitors District" which would be described as follows:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public area adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

Again, recognizing the importance of the overall tourism experience and the economic development of Downtown Pensacola, the DIB Board asks that you implement a City ordinance that addresses nuisance activity such as soliciting, begging and panhandling in Downtown Pensacola at your earliest convenience. We at the DIB stand ready to assist in this effort in any way we can.

Regards,



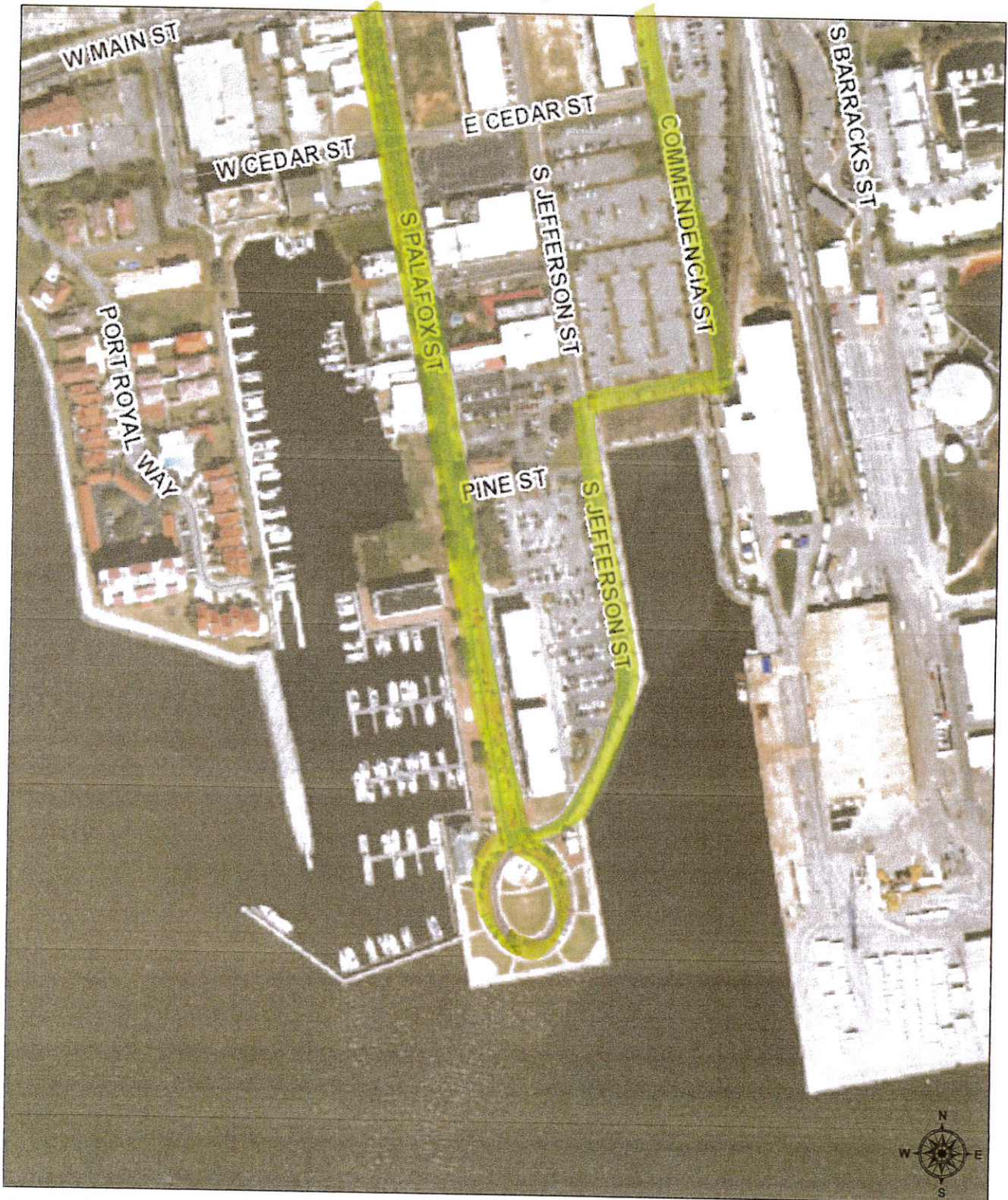
John Peacock  
Chairman  
Downtown Improvement Board of Directors

MJS/CWM

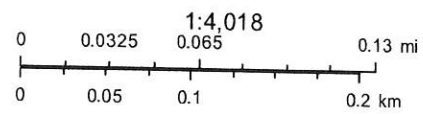








February 23, 2017



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 17-00227

City Council

4/13/2017

### LEGISLATIVE ACTION ITEM

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PENSACOLA ENERGY - AWARD OF BID #17-012, NATURAL GAS PIPELINE CONSTRUCTION WEST PENSACOLA LOW PRESSURE AREA UPGRADES

**RECOMMENDATION:**

That City Council award Bid #17-012 Natural Gas Pipeline Construction to R.A.W. Construction, LLC., the lowest and most responsible bidder in the amount of \$2,477,265 for seven (7) natural gas infrastructure replacement projects, \$581,835 for the miscellaneous work option as outlined in the bid specifications plus a 10% contingency of \$305,910 for a total amount of \$3,365,010 for a period of one year. Further, that City Council approve the supplemental budget resolution appropriating the additional amount needed from the Florida Gas System Revenue Note, Series 2016. Finally, that City 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 January 30, 2017 for a contract to replace aging natural gas pipelines (infrastructure replacement). Two (2) vendors responded to the City's invitation to bid. Pricing for seven (7) projects was included in the bid packages to be awarded over the one year period. The second bidder, Big Sky Underground's bid was declared non-responsive for failure to have proper licensing in place at the time of the bid opening, as required by the bid documents. Therefore, R.A.W. Construction, LLC was the lowest and most responsible bidder.

The contract also provides for miscellaneous outside work in addition to the specified work orders. 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.

Project #1-Greenwood Park	Replace 14,550 LF	\$378,065
Project #2-North Blackshear	Replace 15,800 LF	\$362,155
Project #3-Lakeview Phase I	Replace 20,200 LF	\$451,720
Project #4-Lakeview Phase II	Replace 11,200 LF	\$224,348



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Project #5-South Blackshear	Replace 15,400 LF	\$326,040
Project #6-Lakeview Phase III	Replace 9,850 LF	\$263,587
Project #7-Bayview Park Area	Replace 16,000 LF	\$471,350
Total Award		\$ 2,477,265

**PRIOR ACTION:**

On November 29, 2016, City Council approved a resolution authorizing \$7,302,400 in financing for the acquisition and construction of certain capital improvements to the natural gas system including cast iron replacement in the west and central portions of the city, bare steel main replacement in various system locations, and the construction of main in new subdivisions. This A.O.B. is for cast iron main replacement in the East Hill area at a cost of \$3,365,900.

**FUNDING:**

Budget: \$3,365,900

Actual: \$2,477,265 Construction Contract  
581,835 Miscellaneous Work Option  
305,910 10% Contingency

Total: \$3,365,010

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the funding in the Gas Utility Fund from the Florida Gas System Revenue Note, Series 2016.

**CITY ATTORNEY REVIEW:** Yes

3/27/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Don J. Suarez, Pensacola Energy Director

**ATTACHMENTS:**

- 1) Bid Tabulation - Bid No. 17-012
- 2) Final Vendor Reference List - Bid No. 17-012
- 3) Supplemental Budget Resolution
- 4) Supplemental Budget Explanation

**PRESENTATION:** No

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**TABULATION OF BIDS**


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BID NO: 17-012

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

OPENING DATE: January 30, 2017 OPENING TIME: 2:30 P.M.	BIG SKY UNDERGROUND, LLC	R. A. W. CONSTRUCTION, LLC
DEPARTMENT: Pensacola Energy	Pensacola, FL	Tallahassee, FL
Project 1-Greenwood Park	\$296,930.00	\$378,065.00
Project 2-North Blackshear	\$315,420.00	\$362,155.00
Project 3-Lakeview Phase I	\$400,235.00	\$451,720.00
Project 4-Lakeview Phase II	\$215,910.00	\$224,347.50
Project 5-South Blackshear	\$292,470.00	\$326,040.00
Project 6-Lakeview Phase III	\$219,155.00	\$263,587.50
Project 7-Bayview Park Area	\$385,675.00	\$471,350.00
<b>Total Bid</b>	Non-Responsive	\$2,477,265.00
M/WBE Goal: 3%		
M/WBE Participation	4.6%	3.2%
Attended Prebid	Yes	Yes

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**TABULATION OF BIDS**

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BID NO: 17-012

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DEPARTMENT: Pensacola Energy	Pensacola, FL	Tallahassee, FL

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

Vendor	Name	Address	City	St	Zip Code	M/WBE
44957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
070400	BIG SKY UNDERGROUND LLC	2172 W NINE MILE ROAD	PENSACOLA	FL	32534	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
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	N
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	N
070401	CHAMPION CLEANING SPECIALISTS INC	8391 BLUE ASH RD	CINCINNATI	OH	45236	N
027092	CHAMPION CONTRACTORS INC	505 NORTH FERDON BLVD	CRESTVIEW	FL	32536	N
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
032038	EVANS CONTRACTING INC	289 NOWAK RD	CANTONMENT	FL	32533	N
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	N
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	N
049240	J MILLER CONSTRUCTION INC	201 SOUTH "F" STREET	PENSACOLA	FL	32501	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
055564	L & L BACKFLOW INC DBA L & L UTILITIES INC	115 MCLAUGHLIN ROAD	MILTON	FL	32570	N
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	N
058801	M & H CONSTRUCTION SERVICES INC	4782 MALLARD CREEK ROAD	PENSACOLA	FL	32526	N
060514	MASTEC NORTH AMERICA INC	209 ART BRYAN DRIVE	ASHEBORO	NC	27203	N
058839	MILLER PIPELINE LLC	1853 RELIABLE PARKWAY	CHICAGO	IL	60686	N
022368	MOTES, MIKE DBA MIKE MOTES CONSTRUCTION INC	4164 HUCKLEBERRY FINN ROAD	MILTON	FL	32583	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N
064219	P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	1560 KYLE DRIVE	PENSACOLA	FL	32505	N
002720	PANHANDLE GRADING & PAVING INC	2665 SOLO DOS FAMILIAF	PENSACOLA	FL	32534	N
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
049117	R A W CONSTRUCTION LLC	710 LEWIS BLVD SOUTH	TALLAHASSEE	FL	32305	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
062120	R ROESE CONTRACTING CO INC	2674 SOUTH HURON ROAD	KAWKAWLIN	MI	48631	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
021834	RANDALL CHIVERS SEPTIC TANK INC DBA R & L PRODUCTS	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
070483	REV CONSTRUCTION	2201 11TH STREET	TUSCALOOSA	AL	35401	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N

Opening Date: 01/30/17

Bid No.: 17-012

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

Vendor	Name	Address	City	St	Zip Code	M/WBE
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	N
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501	N
054319	SMITH INDUSTRIAL SERVICE INC	2001 WEST I-65 SVC RD N	MOBILE	AL	36618	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
062121	T B LANDMARK CONSTRUCTION INC	11220 NEW BERLIN ROAD	JACKSONVILLE	FL	32226	N
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE INC	213 EAST YONGE STREET	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
022290	VICTOR A WALKER DBA V A WALKER GENERAL CONTRACTOR	10235 LILLIAN HIGHWAY	PENSACOLA	FL	32506	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
004751	W R JOHNSON INC	PO BOX 2250	PENSACOLA	FL	32513	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N

Vendors: 62

**RESOLUTION**  
**NO.   -**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; 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. GAS UTILITY FUND**

To:	Fund Balance	3,365,900
As Reads	Personal Services	8,949,500
To:		
Reads	Personal Services	9,116,900
As Reads	Operating Expenses	38,390,952
To:		
Reads	Operating Expenses	41,589,452

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**  
**APRIL 2017 - PENSACOLA ENERGY BOND EXPLANATION**

FUND	AMOUNT	DESCRIPTION
<b>GAS UTILITY FUND</b>		
Fund Balance	<u>3,365,900</u>	Increase appropriated fund balance
Appropriations		
Personal Services	167,400	Increase appropriation for Personal Services
Operating Expenses	<u>3,198,500</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>3,365,900</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-20

City Council

4/13/2017

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-20 - PENSACOLA ENERGY - AWARD OF BID #17-012, NATURAL GAS PIPELINE CONSTRUCTION WEST PENSACOLA LOW PRESSURE AREA UPGRADES

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 17-20

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Sealed bids were received January 30, 2017 for a contract to replace aging natural gas pipelines (infrastructure replacement). Two (2) vendors responded to the City's invitation to bid. Pricing for seven (7) projects was included in the bid packages to be awarded over the one year period. The second bidder, Big Sky Underground's bid was declared non-responsive for failure to have proper licensing in place at the time of the bid opening, as required by the bid documents. Therefore, R.A.W. Construction, LLC was the lowest and most responsible bidder.

The contract also provides for miscellaneous outside work in addition to the specified work orders. 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.

Project #1-Greenwood Park	Replace 14,550 LF	\$378,065
Project #2-North Blackshear	Replace 15,800 LF	\$362,155
Project #3-Lakeview Phase I	Replace 20,200 LF	\$451,720
Project #4-Lakeview Phase II	Replace 11,200 LF	\$224,348
Project #5-South Blackshear	Replace 15,400 LF	\$326,040
Project #6-Lakeview Phase III	Replace 9,850 LF	\$263,587

Project #7-Bayveiw Park Area	Replace 16,000 LF	\$471,350
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Total Award	\$ 2,477,265
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**PRIOR ACTION:**

November 29, 2016 - City Council approved a resolution authorizing \$7,302,400 in financing for the acquisition and construction of certain capital improvements to the natural gas system including cast iron replacement in the west and central portions of the city, bare steel main replacement in various system locations, and the construction of main in new subdivisions. This A.O.B. is for cast iron main replacement in the East Hill area at a cost of \$3,365,900.

**FUNDING:**

Budget: \$3,365,900

Actual: \$2,477,265 Construction Contract  
581,835 Miscellaneous Work Option  
305,910 10% Contingency

Total: \$3,365,010

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate funding for the project and is available in the Gas Utility Fund from the Florida Gas System Revenue Note, Series 2016.

**CITY ATTORNEY REVIEW:** Yes

3/27/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Don J. Suarez, Pensacola Energy Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No 17-20
- 2) Supplemental Budget Explanation

**PRESENTATION:** No

**RESOLUTION**  
**NO.   -**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; 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. GAS UTILITY FUND**

To:	Fund Balance	3,365,900
As Reads	Personal Services	8,949,500
To:		
Reads	Personal Services	9,116,900
As Reads	Operating Expenses	38,390,952
To:		
Reads	Operating Expenses	41,589,452

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**  
**APRIL 2017 - PENSACOLA ENERGY BOND EXPLANATION**

FUND	AMOUNT	DESCRIPTION
<b>GAS UTILITY FUND</b>		
Fund Balance	<u>3,365,900</u>	Increase appropriated fund balance
Appropriations		
Personal Services	167,400	Increase appropriation for Personal Services
Operating Expenses	<u>3,198,500</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>3,365,900</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 12-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Brian Spencer

**SUBJECT:**

PROPOSED ORDINANCE NO. 12-17 - AMENDING SECTION 6-2-3 OF THE CITY CODE--PARKS AND RECREATION BOARD - DUTIES

**RECOMMENDATION:**

That City Council approve Proposed Ordinance 12-17 on first reading.

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD - DUTIES; TO PROVIDE FOR THE INCLUSION WITHIN THE DUTIES LANGUAGE STATING, "AND RECREATIONAL ACTIVITIES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Chapter 6-2 of the City Code covers the Parks and Recreation Board. Section 6-2-3 - Duties, covers the duties of the Parks and Recreation Board. Currently the duties read as follows:

The parks and recreation board shall advise and make recommendations to the City Council, and shall advise the Mayor's Office via the director of neighborhood services on matters concerning the establishment, maintenance and operation of parks within the city. The Board shall provide input on master plan updates and improvements, and policy development for use of recreational facilities.

The Parks and Recreation Board is requesting Council consideration by adding "and recreational activities" to the list of duties so that it would read:

The parks and recreation board shall advise and make recommendations to the City Council, and shall advise the Mayor's Office via the director of neighborhood services on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. The Board shall provide input on master plan updates and improvements, and policy development for use of recreational facilities.

Currently, the Board is somewhat restricted by the list of duties in providing input into recreational activities; since recreation is a portion of the Board title, it seems appropriate to permit their ability to make recommendations on recreational activities.

**PRIOR ACTION:**

February 11, 2010, City Council adopted Ordinance No. 6-10  
August 22, 2013, City Council adopted Ordinance No. 21-13

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 12-17
- 2) March 16, 2017 Parks and Recreation Board Minutes

**PRESENTATION:** No



PROPOSED  
ORDINANCE NO. 12-17

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD - DUTIES; TO PROVIDE FOR THE INCLUSION WITHIN THE DUTIES LANGUAGE STATING, "AND RECREATIONAL ACTIVITIES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 6-2-3 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 6-2-1. - Establishment; composition; compensation; terms of office; vacancies and removal.

There is hereby established a parks and recreation board of the city. This board shall consist of nine (9) persons serving without pay who shall be appointed by the council. The term of office shall be for three (3) years or until their successors are appointed and qualified. Vacancies in the board occurring otherwise than by expiration of term shall be filled by the council for the unexpired term.

It is the expressed intent of this city to recognize the importance of balance in the appointment of minority and nonminority persons to membership on the parks and recreation board and to promote that balance through the provisions of this section.

For purposes of this Code Section, "minority person" means:

- (a) An African American; that is, a person having origins in any of the racial groups of the African Diaspora.
- (b) A Hispanic American; that is, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
- (c) An Asian American; that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.

- (d) A Native American; that is, a person who has origins in any of the Indian Tribes of North America prior to 1835.
- (e) An American woman.

In addition, the city recognizes the importance of including persons with physical disabilities on this board. Furthermore, it is recognized that the parks and recreation board plays a vital role in shaping public policy for the city, and the selection of the best-qualified candidates is the paramount obligation.

In appointing members to the parks and recreation board, the council should select, from among the best-qualified persons, those persons whose appointment would ensure that the membership of the board accurately reflects the proportion that minority persons represent in the population of the city as a whole, unless the law regulating such appointment requires otherwise, or minority persons cannot be recruited. If the size of the board precludes an accurate representation of minority persons, appointments should be made which conform to the requirements of this section insofar as possible.

Each board member serves at the pleasure of city council and may be removed at any time with reasonable cause or by recommendation by the parks and recreation board. Any board member missing three (3) consecutive board meetings or five (5) board meetings over the course of a calendar year shall forfeit their membership on the board. Absences may be excused by the chair.

Sec. 6-2-2. - Election of officers; adoption of rules and regulations.

Immediately after the appointment of the parks and recreation board, it shall meet and organize by electing one (1) of the members chairman and other officers as may be necessary. The board shall have the power to adopt bylaws, rules and regulations for the proper conduct of public recreation for the city.

Sec. 6-2-3. - Duties.

The parks and recreation board shall advise and make recommendations to the city council, and shall advise the mayor's office via the director of neighborhood services on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities.

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

5. **NEW BUSINESS.** Director Cooper mentioned that all of the boards of the City have a focus and a charge. The Bicycle Advisory and downtown bike racks are outside the scope of this board. Currently the duties as defined by the City Code read “The parks and recreation board shall advise and make recommendations to the city council, and shall advise the mayor’s office via the director of neighborhood services [Parks and Recreation] on matters concerning the establishment, maintenance and operation of parks within the city. . . .” This greatly limits the scope of the board to strictly parks, and does not allow for us to make recommendations on recreational activities.

Board member Hicks recommended that we could increase our scope with just a minor wording adjustment as follows: “The parks and recreation board shall advise and make recommendations to the city council, and shall advise the mayor’s office via the director of neighborhood services [Parks and Recreation] on matters concerning the establishment, maintenance and operation of parks **and recreational activities** within the city. . . .”

After discussion board member Forte made a motion that we make the changes recommended by board member Hicks. Board member Voeltz seconded the motion and mentioned that this will better reflect the name of the board. We would like to have this brought to the April City Council meeting. The motion passed unanimously.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 13-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Brian Spencer

**SUBJECT:**

PROPOSED ORDINANCE NO. 13-17 - AMENDING SECTION 8-3 OF THE CITY CODE - CREATING SECTION 8-3-4 NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL

**RECOMMENDATION:**

That City Council approve Proposed Ordinance 13-17 on first Reading.

AN ORDINANCE AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFFENSES UPON WATERS; CREATING SECTION 8-3-4 TO PROVIDE FOR A NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola received a request from Marina Management Corp. at Palafox Pier and Yacht Harbour that a "No Wake Zone" be established along designated areas of Pensacola Bay due to the heavy usage by craft of various sizes. Creation of a "No Wake Zone" in these designated areas would provide for increased public safety as well as a reduction in damage to piers, other improvements and the shoreline itself.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 13-17
- 2) Proposed NoWake Zone

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 13-17

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFFENSES UPON WATERS; CREATING SECTION 8-3-4 TO PROVIDE FOR A NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-3-4 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 8-3-4. – No-wake zone – Portion of waters located in Pensacola Bay.

That portion of the waters north of the Harbor Channel adjacent to the red buoy marker known as "PMT2" located in Pensacola Bay to the entrance of Palafox Pier basin and from the west end of the Port of Pensacola to the west end of the Harbor Channel; including Seville Harbor, Commendencia Slip, Palafox Marina / Baylen Slip, Spring Street Slip and Bruce Beach Cove are hereby designated as a no wake zone and shall be posted in accordance with applicable regulations of the State of Florida Department of Natural Resources relating to uniform waterway markers.

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

0 0.1 0.2 Miles

Date: 4/4/2017



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map\_Archives\City\_Administrator\NoWake\NoWake.mxd

**PENSACOLA**

**Bruce Beach Cove**

**Spring St Slip**

**Baylen Slips Marina**

**Yacht Harbour Marina & Palafox Pier**

**Commendencia Slip**

**Seville Harbour**



**Proposed No Wake Zone**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00228

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor  
Council Member Jewel Cannada-Wynn

**SUBJECT:**

RETURN CONVEYANCE OF MORRIS COURT PARK TO THE AREA HOUSING COMMISSION

**RECOMMENDATION:**

That City Council authorize the Mayor to execute all documents necessary to return the property located at North "J" and West Lloyd Streets, known as Morris Court Park, to the Area Housing Commission for use as planned affordable housing.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On June 27, 1990, the Area Housing Commission (AHC) granted conveyance of the referenced property to the City of Pensacola for use as a park. This conveyance had the express condition that the grantee and its successors and assigns shall forever keep and use the property as a playground area for children. If the grantee did not continue use as a park, the property would revert to the Grantor (AHC).

On September 16, 2016, the AHC's Executive Director sent a letter to the City expressing interest in expanding low income apartment rental opportunities on the property for seniors and people with special needs. The Commission stated it was "very much interested in receiving ownership of the property."

The University of West Florida (UWF) conducted a Parks Needs Assessment and issued its report on December 1, 2016. The assessment found that, given its current resources, the City's parks system is overbuilt to an unsustainable level. Based on that finding, the UWF report recommended that the City strategically reduce the number of parks and amenities it maintains and improve service by consolidating resources into regional parks.

The park's perimeter fence will be left in place and AHC will be assume responsibility for all future maintenance of the fence and grounds. Equipment that is salvageable will be reused in existing City parks. Equipment that is not salvageable will be disposed.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The reduction of park inventory will result in an undetermined decrease in maintenance expenditures within the General Fund.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Keith Wilkins, Assistant City Administrator

**ATTACHMENTS:**

- 1) Deed of Realty dated June 27, 1990
- 2) Area Housing Commission Letter to Keith Wilkins, dated September 16, 2016
- 3) Map, Morris Court Park

**PRESENTATION:** No

13+2  
Dae  
55 pd

Prepared by:  
J. Lofton Westmoreland  
MOORE, HILL & WESTMORELAND  
Post Office Box 1792  
Pensacola, Florida 32598

Parcel ID #: 15-1952-000  
Grantee S.S.#:  
Grantee S.S.#: 59-6000-406

DEED OF REALTY

STATE OF FLORIDA

COUNTY OF ESCAMBIA

D.S. PD. \$ .55

DATE 10-31-90

JOE A. FLOWERS, COMPTROLLER

BY: James A. Walker, D.C.

CERT. REG. #59-2043328-27-01

THIS DEED made the 27th day of June, 1990, by AREA HOUSING COMMISSION, a public body corporate and politic, as successor to the Pensacola Housing Authority, hereinafter called the Grantor (whether singular or plural), to the CITY OF PENSACOLA, a municipal corporation, whose post office address is 12910, Pensacola, FL 32521-0031, hereinafter called the Grantees (whether singular or plural):

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Escambia County, Florida, to-wit:

Beginning at an existing concrete monument being the Southeast corner of Block 91, West King Tract, according to map of the City of Pensacola copyrighted by Thomas C. Watson; said point also being on the North right-of-way line of Brainerd Street (55' R/W) and the West right-of-way line of "J" Street (50' R/W); thence North along the East line of said Block 91 and the West right-of-way line of said "J" Street (50' R.W) a distance of 383.50 feet; thence deflect 98 degrees 16 minutes 17 seconds left a distance of 96.43 feet; thence deflect 82 degrees 54 minutes 10 seconds left a distance of 36.19 feet; thence deflect 89 degrees 32 minutes 29 seconds right a distance of 82.81 feet; thence deflect 04 degrees 46 minutes 46 seconds left a distance of 168.13 feet; thence deflect 93 degrees 57 minutes 29 seconds left a distance of 232.70 feet; thence deflect 08 degrees 30 minutes 39 seconds right a distance of 82.01 feet to the Southwest corner of said Block 91, West King Tract, said point also being on the North right-of-way line of said Brainerd Street (55' R/W); thence deflect 87 degrees 51 minutes 52 seconds left along the South line of said Block 91 and said North right-of-way line a distance of 300.00 feet to the POINT OF BEGINNING. Containing 2.486 acres more or less. All lying and being in Sections 28 and 29, Township 2 South, Range 30 West, Escambia County, Florida.

TITLE TO THE ABOVE DESCRIBED PROPERTY HAS NEVER BEEN EXAMINED NOR APPROVED BY THE PREPARER HEREOF.

IT IS AN EXPRESS CONDITION OF THIS CONVEYANCE THAT Grantee and its successors and assigns shall forever keep and use the property as a playground area for children and shall not use the property for any other purpose without the written consent of Grantor or its successors or assigns. If Grantee shall fail to comply with this condition, Grantor and its successors and assigns may at anytime thereafter serve on Grantee a notice in writing specifying the default and directing Grantee or its successors and assigns to remedy such default. Should Grantee thereafter for a period of 30 days (time being of the essence of this provision) fail fully and entirely to remedy such breach or default, then a notice in writing may be served on Grantee by



Grantor, notifying Grantee that Grantor elects that the title to the whole of the conveyed premises shall revert to Grantor. Thereupon, the title to the whole of such premises shall immediately and without the necessity of any further action on the part of Grantor revert to and revest in Grantor, and Grantee shall lose and forfeit all of its rights, title, and interest in and to the whole of the conveyed premises and to the improvements and fixtures which may have been placed thereon, and Grantor shall have the right of re-entry to the conveyed premises. Evidence of such election may be recorded in the Public Records by an Affidavit by Grantor to the effect that it has served a notice pursuant to this provision, and that Grantor has elected to demand reversion of the premises.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.

Zoning and other governmental regulations.

Taxes and assessments for 1990 and subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee, except as above noted that, at the time of delivery of this Deed, the premises were free from all encumbrances made by it and that it will warrant and defend the same against the lawful claims and demands of all other persons claiming by, through, or under it, but against none other.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

AREA HOUSING COMMISSION, a public body corporate and politic

BY: Guanita L. Tomblin  
its Chairperson

ATTEST:

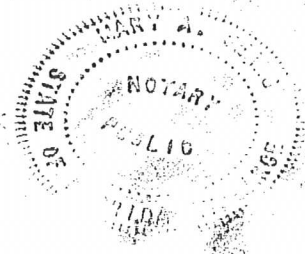
Joseph M. [Signature]  
its Secretary

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Before the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County, personally appeared Guanita L. Tomblin and Joseph M. [Signature], known to me to be the individuals described by said names and who executed the foregoing instrument, and to be the Chairperson and Secretary, respectively, of AREA HOUSING COMMISSION, a public body corporate and politic, and acknowledged and declared that they as officers of the said commission, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this 27<sup>th</sup> of June, 1990.



Mary A. Seaman  
NOTARY PUBLIC  
My Commission Expires: 3-26-90

NOTARY PUBLIC  
MARY A. SEAMAN  
3-26-90

OCT 31 3 55 PM '90

FILED AND  
THE PUBLIC  
ESCAM

836808





# area housing commission

serving the pensacola-escambia community  
post office box 18370 • pensacola, florida 32523-8370  
telephone 850-438-8561  
fax 850-438-1743  
TDD 850-438-8563  
Florida Relay 711



**September 16, 2016**

**Keith Wilkins  
Office of the Mayor  
Assistant City Administrator**

**Dear Mr. Wilkins:**

**Per our phone conversation of September 15, 2016, and my previous meeting with Pensacola City Council District 7 Jewel Canada-Wynn referring to the City Park located on J and Lloyd St. Area Housing Commission is very much interested in receiving ownership of the aforementioned property.**

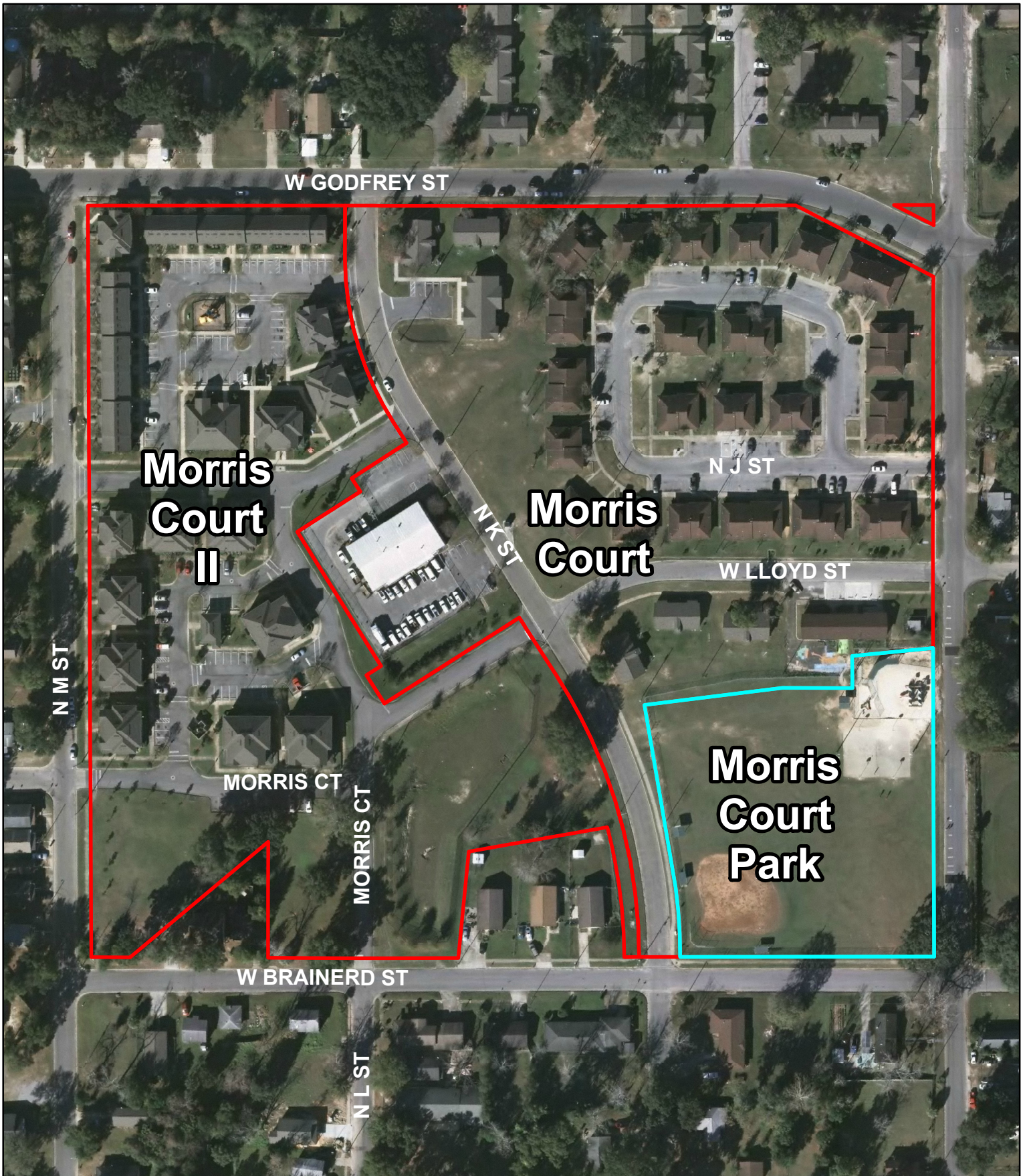
**AHC's interest for this property is to develop the property into one bedroom residential units to accommodate a wide range of affordable, low-income apartment rental opportunities. This new development housing services will be available for seniors, and people with special needs, including those with developmental and physical disabilities. One of AHC's missions is to partner with local governmental agencies in support of our residents with the resources they need to be good neighbors and members of a greater community.**

**Cc: Council, Jewel Cannada-Wynn**

**Regards,**

**Dr. Abe Singh, Executive Director**





Date:  
3/28/2017

## Morris Court Park

0 100 200 400 Feet



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00251

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

REIMBURSEMENT TO CDBG FUND - PURCHASE OF 113 NORTH "C" STREET (FORMER BLOUNT SCHOOL PROPERTY)

**RECOMMENDATION:**

That City Council approve reimbursing the CDBG Fund \$295,937 based on CDBG program requirements for the purchase of the property located at 113 North "C" Street (former Blount School). Further that City Council approve the supplemental budget resolution appropriating funding for the reimbursement.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In September 2011, City Council approved the purchase of the former Blount School property located at 113 North "C" Street using Community Development Block Grant (CDBG) funds with the intention of removing dilapidated structures from the property to provide for future development opportunities in the Westside Community Redevelopment Area. In Fiscal Year 2012, with the assistance of CDBG funds from Escambia County, the two dilapidated buildings were demolished removing slum and blight on the property.

Since CDBG funds were used to purchase and improve the former Blount School property, the use of the property is dictated by CDBG program requirements as outlined in the U.S. Code of Federal Regulations Title 24, Housing and Urban Development. In order to remove the CDBG program requirements from any proposed future use of the former Blount School property, the CDBG Fund must be reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds used for the acquisition of and improvements to the property. This CDBG program requirement applies to any expenditure of CDBG funds in excess of \$25,000 used to acquire or improve property.

In January 2017, City Council declared as surplus the former Blount School property located at 113 North "C" Street and authorized the Mayor to dispose of the property through a request for proposals. The City recently received an appraisal report valuing the property at \$305,000. During acquisition and improvement of the property, the City expended \$9,063 of non-CDBG funds on the property. Therefore, in accordance with CDBG program requirements, the CDBG Fund must be reimbursed in the amount of the current fair market value of the property (\$305,000), less any portion of the value attributable to expenditures of non-CDBG funds used for

the acquisition of and improvements to the property (\$9,063) for a total amount of \$295,937 to be remitted to the CDBG program for use on other eligible projects.

**PRIOR ACTION:**

September 8, 2011 - City Council approved acquisition of the property located at 113 North "C" Street (former Blount School property).

March 22, 2012 - City Council approved the Interlocal Agreement with Escambia County providing for the CDBG assisted demolition/clearance of the former Blount School property.

June 14, 2015 - City Council approved the award of bid for the demolition/clearance of the former Blount School property.

January 12, 2017 - City Council approved declaring as surplus the property located at 113 North "C" Street (former Blount School property) and authorized the Mayor to dispose of the property through a Request for Proposals.

**FUNDING:**

Budget: \$295,937

Actual: \$295,937

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate funding for the reimbursement to the CDBG Fund for the purchase of the former Blount School.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Keith Wilkins, Assistant City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Marcie, Whitaker, Housing Administrator

**ATTACHMENTS:**

- 1) Appraisal Report 113 North "C" Street dated March 3, 2017
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Explanation

**PRESENTATION:** No



**APPRAISAL REPORT**

**OF A**

**VACANT RESIDENTIAL LAND PARCEL**

**LOCATED AT**

**113 NORTH C STREET**  
**PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32502**

**EXCLUSIVELY FOR**

**CITY OF PENSACOLA**

**CLIENT PURCHASE ORDER NUMBER: 0075553**

**AS OF**

**MARCH 3, 2017**

**BY**

**CHARLES C. SHERRILL, JR., MAI**  
**STATE - CERTIFIED GENERAL APPRAISER #RZ1665**

**410 EAST GOVERNMENT STREET**

**PENSACOLA, FLORIDA**  
**32502**

## **APPRAISAL REPORT**

*The subject property consists of a vacant residential land parcel that is located at 113 North C Street in Pensacola, Florida. The land tract represents the site of the former W. A. Blount Junior High School as the former public school improvements have been demolished and removed. The client is considering the sale of the property at a yet-undetermined price.*

*The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.*

*The subject is a vacant residential land parcel with no improvements that is not encumbered by any leases. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.*

*This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.*

**CLIENT:**

City of Pensacola  
Attention: Mr. George J. Maiberger  
Purchasing Manager  
222 West Main Street  
Pensacola, Florida 32502



**APPRAISER:** Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665  
Sherrill Appraisal Company  
410 East Government Street  
Pensacola, FL 32502

**APPRAISAL FILE NUMBER:** N217-0097

**CLIENT PURCHASE ORDER NO.:** 0075553

**PROPERTY LOCATION:** 113 North C Street, Pensacola, Escambia County,  
Florida 32502

**PROPERTY TYPE:** Vacant Residential Land Parcel

**REPORTED PROPERTY OWNER:** City of Pensacola

**TAX ACCOUNT NUMBER:** 15-2475-000

**PARCEL IDENTIFICATION NO.:** 00-0S-00-9080-001-018

**CURRENT PROPERTY  
TAX ASSESSMENT:** \$201,400; There are no unpaid property taxes as the  
current owner is exempt from real estate taxation  
based upon its governmental status.

**LEGAL DESCRIPTIONS:** Legal descriptions of the subject property obtained  
from the Escambia County Property Appraiser's  
Office and a warranty deed are presented in the  
addendum of this appraisal report.

**ZONING CLASSIFICATION:** R-1A; One and Two Family Residential

**TYPE AND DEFINITION OF VALUE:** The purpose of this appraisal is to provide the  
appraiser's best estimate of the market value of the  
subject real property as of the effective date. Market  
value is defined under 12 U.S.C. 1818, 1819 and  
title XI of the Financial Institutions Reform,  
Recovery, and Enforcement Act of 1989  
("FIRREA") as well as the Office of the  
Comptroller of the Currency, as "the most probable  
price which a property should bring in a competitive  
and open market under all conditions requisite to a  
fair sale, the buyer and seller each acting prudently  
and knowledgeably, and assuming the price is not  
affected by undue stimulus". Implicit in this  
definition is the consummation of a sale as of a  
specified date and the passing of title from seller to  
buyer under conditions whereby:

**TYPE AND DEFINITION OF  
VALUE (CONTINUED):**

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**INTENDED USER OF  
APPRAISAL REPORT:**

City of Pensacola, Planning Services Division; No other party is entitled to rely upon this report without written consent of the appraiser.

**INTENDED USE OF REPORT:**

For the sole purpose of assisting the client, City of Pensacola, Planning Services Division, in internal business decisions concerning the possible sale of the subject property.

**OWNERSHIP INTERESTS VALUED:**

Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

**DATE OF PROPERTY INSPECTION:** March 3, 2017

**EFFECTIVE DATE OF VALUE:** March 3, 2017

**DATE OF APPRAISAL REPORT:** March 10, 2017

**FINAL ESTIMATE OF VALUE:** \$305,000 (Value as is/unimproved, subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report).

## **SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:**

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject property and gathered information from the subject's neighborhood or similar competitive neighborhoods in the local area on comparable land sales. This information was applied in the Sales Comparison Approach to value the subject property as vacant.

This narrative appraisal report is the result of these processes. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

## **DESCRIPTION OF REAL ESTATE APPRAISED:**

**Location Description:** Known as the "City of Five Flags," Pensacola is the western-most city in the panhandle of Florida. Pensacola, the county seat, is located in the extreme southern portion of Escambia County. Escambia County encompasses 661 square miles of land and an additional 64,000 acres of waterways. Escambia County has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola.

According to recent (2015) statistics from the U. S. Census Bureau, there are 311,003 residents in Escambia County, which ranked 20th in county population in Florida. Escambia County's population increased at a rate of 4.5 percent in the previous 5 years, and this gradual increase is anticipated for the near-term future. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The area has a current unemployment rate of 5.1 percent, which is slightly higher than that is indicated by the state and national averages (4.9 percent and 4.6 percent, respectively).

The quality of life afforded by the mild climate and abundant recreational activities and rich history and culture is an added feature that attracts new industries to the area. The availability of office and manufacturing facilities and an educated workforce give Escambia County the ideal catalyst for future growth and prosperity. Overall, the area's moderate anticipated population growth, diversified work force, and abundance of recreational activities provide for a relatively stable near-term outlook for this metropolitan area.

**Neighborhood Description:** The subject property is located in the city limits along the periphery of the Pensacola Downtown Central Business District. This immediate vicinity is comprised of a mixed residential and commercial area. The subject neighborhood boundaries are generally defined as West Cervantes Street on the north, Palafox Street on the east, Pensacola Bay on the south, and North E Street on the west. Land uses in the general area include retail establishments, offices, restaurants, banks, auto service garages, apartments, residences, warehouses, churches, motels, condominiums, lounges, and courthouses. Overall, the neighborhood is convenient to Pensacola Bay, Downtown Pensacola, churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser.

**Summary of Local Residential Market:** After a number of years of steady growth in the local residential market (as well as other sectors), the health of the market weakened during 2006 to 2011. Demand for residential housing declined in the local market during that time period due to weakened economic conditions which resulted in an oversupply of inventory. The net result of this market weakness was an increase in vacancy rates, a decline in rental rates and values, an increase in property foreclosures, and extended marketing periods. However, the market began to stabilize in late 2011, and it has gradually increased in the past few years. It is concluded that the local market, as well as the subject property, should continue this slight improvement trend in the foreseeable future.

**Property Description:** The subject property represents an entire city block as it is bound by North C, North D, West Gregory, and West Chase Streets. The property is situated adjacent to numerous residential properties. The subject parcel is rectangular in shape. The site has 384 feet of frontage on the west side of North C Street, 384 feet of frontage on the east side of North D street, 300 feet of frontage of the north side of West Chase Street, and 300 feet of frontage on the south side of West Gregory Street. According to the Escambia County Property Appraiser's Office, the property contains 2.65 acres. These equate by calculation to a land area of 115,434 square feet.

The property is fairly level and appears to have satisfactory drainage. The public utilities available to the site are considered to be adequate. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map #12033C0390G).

All of the subject's fronting roads are two-laned roadways in front of the subject. Overall access and visibility of the property are concluded to be adequate.

The property is zoned R-1A; Single-Family Residential Medium Density under the zoning ordinances of the City of Pensacola. Specific uses that are permitted within this classification generally include single-family detached dwellings and their customary accessory structures and uses, residential duplexes, schools, churches, home occupations, and municipally owned parks. There are other uses which require conditional approval for usage including bed and breakfasts, and childcare facilities. Additionally, certain front, side, and rear yard setbacks are required. The minimum lot size for single-family detached residences within this zoning district is 3,500 square feet, and the maximum building density is 17.4 units per acre. These equate to a total of 32 units ( $115,434 \text{ square feet} / 3,500 \text{ square feet} = 32.9$ , rounded) and 46 units ( $2.65 \text{ acres} \times 17.4 \text{ units/acre} = 46.1$ , rounded), respectively, for the subject parcel. However, the subject parcel is currently platted as 30 individual lots with an average size of 3,848 square feet. The property has a Future Land Use Classification of MDR.

## **SALES HISTORY OF SUBJECT PROPERTY:**

According to the public records, the subject property was acquired by the current owner (City of Pensacola) in September of 2011. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. The subject client is considering the possible sale of the property at a yet-undetermined price.

## **HIGHEST AND BEST USE:**

Highest and best use may be defined as “The reasonable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” The first determination (highest and best use of land as though vacant) reflects the fact that the land value is derived from potential land use. The second determination (highest and best use of property as improved) refers to the optimum use that could be made of the property considering the existing structures, when applicable. The analysis of the highest and best use of the subject property as vacant is presented below.

**Highest and best use as vacant.** The legally permissible uses of the subject site include single-family detached dwellings and their customary accessory structures and uses, residential duplexes, schools, churches, home occupations, and municipally owned parks. These land uses are generally compatible with other property types in the subject neighborhood. The potential for a zoning change appears to be unlikely.

The subject is comprised of a 2.65-acre land parcel with adequate shape, frontage on four paved roads, and level topography. There are generally no physical limitations on developable alternatives of the subject such that each of the legally permissible uses are physically possible. Based upon the size and physical characteristics, the zoning, the neighborhood and local market conditions, and the location of the subject parcel, a multiple-lot residential use is concluded to be financially feasible. Additionally, the maximally productive and highest and best use of the subject site as vacant is concluded to be a multiple-lot residential use.

## **APPRAISAL PROCESS:**

The three traditional approaches to estimate the value of the income-producing properties are the Cost Approach, the Sales Comparison Approach (formerly called the Market Approach), and the Income Capitalization Approach. All three approaches are based upon the basic principle of substitution, which affirms that a prudent buyer will not pay more for a property than the cost of an equally desirable site plus the cost to construct a similar building (Cost Approach), the cost to acquire a competing property which is equal in desirability and utility (Sales Comparison Approach), or the cost to acquire a substitute income stream of equal quantity, quality, and durability (Income Capitalization Approach).

Based upon the subject property’s being comprised of a vacant land parcel, the Cost and Income Capitalization Approaches were not considered to be appropriate for this valuation. Accordingly, the appraiser did not perform these two particular approaches to value the subject property. The subject property is a vacant commercial land parcel with no structures or long-term leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Lastly, this appraisal process is concluded to be adequate based upon the intended use of this appraisal. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

## SUMMARY OF LAND VALUATION ANALYSIS:

A summary of the data pertaining to vacant land sales considered to be similar to the subject is presented below. Detailed information pertaining to each of these comparables, aerial photographs and site plans, and a location map are presented at the conclusion of this appraisal report. It should be noted that the search for comparables was expanded to include the sale of smaller land parcels within commercial zoning districts given the lack of recent sales of similar residential land parcels in the local area.

COMP. RECORD NO.	NO.	LOCATION	DATE OF SALE	SALE PRICE	ACRES	PRICE/ ACRE
1	7606	2322 North E Street	12/08/16	\$52,900	0.77	\$68,701.30
2	7603	3808 Mobile Highway	06/09/16	\$275,000	3.09	\$88,996.76
3	7427	2301 West Navy Boulevard	11/20/15	\$240,000	2.33	\$103,004.29
4	7654	220 North Devilliers Street	03/15/16	\$211,100	0.93	\$226,989.25

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 0.77 to 3.09 acres, which is generally smaller than the size of the subject. All are suitable for a variety of commercial and residential types of uses. Each is located throughout the general subject area. These comparables range in price from \$52,900 to \$275,000, which equates to a broad unit price of \$68,701 to \$226,989 per acre.

Various price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, land size, shape, access/road frontage, topography, utilities availability, and zoning when compared to the subject. A summary of the varying characteristics of the comparables, relative to the subject, and related price adjustments is presented below.

### Property Rights Conveyed

All of the comparables involve transactions which conveyed fee simple title in the respective properties. This is consistent with that of the subject, so no price adjustments were considered necessary for this element of comparison.

### Atypical Financing Terms

Each comparable consisted of a purchase arrangement of cash to the seller or financing equivalent to market terms. Since the appraisal of the subject property is based upon cash or its equivalent terms, no price adjustment was made for this feature.



### Conditions of Sale

All of the comparables are concluded to be based upon arm's length transaction without undue duress or influence. Accordingly, no price adjustments were deemed necessary for conditions of sale.

### Market Conditions (Time)

The comparable sales were transacted between November, 2015 and December, 2016. When compared to the subject, small upward unit price adjustments were considered to be necessary to all but Comparable No. 1 to account for the slightly improved local market conditions that have occurred since these sales were transacted.

### Location

Each of the comparables is considered to have locational attributes that are dissimilar to the subject. Accordingly, varying unit price adjustments were made to all of the comparables for location when compared to the subject. The largest of these adjustments were made to Comparable Nos. 1 and 2 based upon their highly inferior locations on North E Street and Mobile Highway, respectively.

### Land Size

The land sizes of the comparables range from 0.77 to 3.09 acres. When compared to the 2.65-acre size of the subject, downward unit price adjustments were made to Comparable Nos. 1 and 4 for this characteristic in this analysis.

### Shape of Parcel

The parcel shapes of all but Comparable No. 3 were concluded to be generally similar to that of the subject. However, the shape of Comparable No. 3 was deemed to be slightly inferior to that of the subject. Accordingly, a small upward unit price adjustment was concluded to be necessary to this comparable for this element of comparison.

### Access/Road Frontage

Based upon the subject's frontage on four roads, the access/road frontage of each of the comparables was deemed to be inferior to that of the subject. Accordingly, upward adjustments were made to all of the comparables based upon their inferior road frontage.

### Topography

No price adjustments were considered necessary to the comparables based upon their having similar topographies.

### Utilities Availability

The availability of utilities to each of the comparables was deemed to be generally similar to that of the subject. Accordingly, no price adjustments were concluded necessary for this element of comparison.

### Zoning

The zoning classifications of each comparable were considered to be superior to the R-1A district of the subject. Accordingly, downward unit price adjustments were made to all of the comparables for zoning.

After the above adjustments were made to the unit prices of the comparables, the indicated value range for the subject is \$79,006 to \$140,279 per acre. However, all but one reflect the upper end of this adjusted unit price range. It should be noted that this indicated value range is the result of substantial price adjustments that were considered appropriate based upon the highly differing physical characteristics of the comparable properties when compared to the subject.

In placing equal weight on each of the sales, a unit value towards the middle to upper end of the above range is concluded to be appropriate for the subject. Therefore, a value of \$115,000 per acre is estimated for this valuation. This concluded unit value is well-bracketed by the unadjusted unit price range of the comparables, which is considered to be reasonable based upon property characteristics and current market conditions.

The estimated value of the subject property from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

$$\begin{array}{rclclcl} 2.65 \text{ ACRES} & \times & \$115,000/\text{ACRE} & = & \$304,750 \\ & & \text{ROUNDED:} & & \underline{\underline{\$305,000}} \end{array}$$

The above total land value estimate equates to \$2.64 per square foot of land area. Although it exceeds the total sales price range of \$52,900 to \$275,000 that is indicated by the above comparables, it is concluded to be reasonable based primarily upon the generally smaller size of the comparables, relative to the subject property. Furthermore, it equates to \$10,167 per platted home site, which is considered to be reasonable based upon the shape/configuration and extensive road frontage of the subject parcel.

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**SUMMARY OF LAND SALES ADJUSTMENTS**

	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	7606	7603	7427	7654
Total Sales Price	\$52,900	\$275,000	\$240,000	\$211,100
Land Size (Acres)	0.77	3.09	2.33	0.93
Price Per Acre	\$68,701.30	\$88,996.76	\$103,004.29	\$226,989.25
<u>Price Adjustments</u>				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	\$68,701.30	\$88,996.76	\$103,004.29	\$226,989.25
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	\$68,701.30	\$88,996.76	\$103,004.29	\$226,989.25
Conditions of Sale	0%	0%	0%	0%
Adjusted Unit Price	\$68,701.30	\$88,996.76	\$103,004.29	\$226,989.25
Market Conditions (Time)	0%	2%	3%	3%
Adjusted Unit Price	\$68,701.30	\$90,776.70	\$106,094.42	\$233,798.92
<u>Adjustments- Physical Characteristics</u>				
Location	25%	25%	20%	-25%
Size of Land	-10%	--	--	-10%
Shape of Parcel	--	--	5%	--
Access/Road Frontage	10%	15%	10%	5%
Topography	--	--	--	--
Easements/Developability	--	--	--	--
Utilities Availability	--	--	--	--
Zoning	-10%	-10%	-10%	-10%
Other Features	--	--	--	--
Cumulative Adjustments	15%	30%	25%	-40%
Adjusted Price Per Acre	\$79,006.49	\$118,009.71	\$132,618.03	\$140,279.35

## **RECONCILIATION AND VALUE CONCLUSION:**

For this valuation of the subject vacant land parcel, only the Sales Comparison Approach was performed. In doing so, the market value of the fee simple title in the subject property as of March 3, 2017, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$305,000. **As mentioned, this appraisal was prepared for the exclusive use of City of Pensacola.**

Exposure time is defined by USPAP as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The previously-presented comparable sales were on the market between 17 to 1,464 days (0.6 to 48.8 months) before being sold. Based upon the subject's property type, overall characteristics, and concluded marketability, its estimated exposure time is concluded to have been approximately 6 to 12 months. Similarly, the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is projected to be approximately 6 to 12 months.

Attached are assumptions and limiting conditions of this appraisal, the certification of the appraiser, a copy of the appraiser's state certification, subject photographs, location maps, a legal description, a warranty deed of the subject property, a plot plan, a site plan, an aerial photograph, a flood zone map, zoning maps, comparable land sales summary sheets, site plans and aerial photographs, a comparable land sales location map, and the appraiser's professional qualifications.

## **ASSUMPTIONS AND LIMITING CONDITIONS:**

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.
2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.
3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
4. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.
5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

6. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover such conditions.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made by the appraiser for the purpose of this report.
13. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **City of Pensacola** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
21. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client and not to subsequent users of the appraisal.
22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
23. The appraiser certifies that he has no debt relationship with **City of Pensacola**.



24. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.
25. This valuation is contingent upon a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.

**EXTRAORDINARY APPRAISAL ASSUMPTIONS:**

There are no extraordinary assumptions of this appraisal.

**HYPOTHETICAL CONDITIONS OF THE APPRAISAL:**

There are no hypothetical conditions of this appraisal.

## **CERTIFICATION OF THE APPRAISER**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property (as vacant land) that is the subject of this appraisal report.
- I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. I conclude that I have no conflict of interest in performing this appraisal assignment for the client.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs for designated members of the Appraisal Institute, and of the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.

A handwritten signature in blue ink, appearing to read "Charles C. Sherrill, Jr.", followed by a stylized flourish or second signature.

---

Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665



# State of Florida

Department of Business & Professional Regulation  
2601 BLAIR STONE ROAD  
TALLAHASSEE, FL 32399-0783

10/13/2016

SHERRILL, CHARLES C JR PA  
410 E GOVERNMENT ST  
PENSACOLA, FL 32502

## ***LICENSURE CERTIFICATION***

For Florida Licensee: SHERRILL, CHARLES C JR PA

License Number: RZ1665

License Type: Certified General Appraiser

Current License Status: Current, Active

Date of License Expiration: 11/30/2018

Date of Initial License: 01/25/1993

### EDUCATION:

Licensee has met minimal Real Estate Certified General Appraiser criteria for education.

### EXPERIENCE:

Licensee has met minimal Real Estate Certified General Appraiser criteria for experience.

### EXAMINATION:

Licensee has successfully completed a Real Estate Certified General Appraiser approved examination.  
General Appraiser Exam - General Appraiser Exam: 01/25/1993

Verify license status and discipline online at

<https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=9d1cba358650509cbb6a0e1c8a3cc33d>

Juana Watkins  
Director  
Florida Department of Business and Professional Regulation  
Florida Division of Real Estate  
Florida Real Estate Appraisal Board



**PHOTOGRAPHS OF SUBJECT PROPERTY**



Front View of Subject Property (From North C Street)



View of Subject Property From West Chase Street

**PHOTOGRAPHS OF SUBJECT PROPERTY**

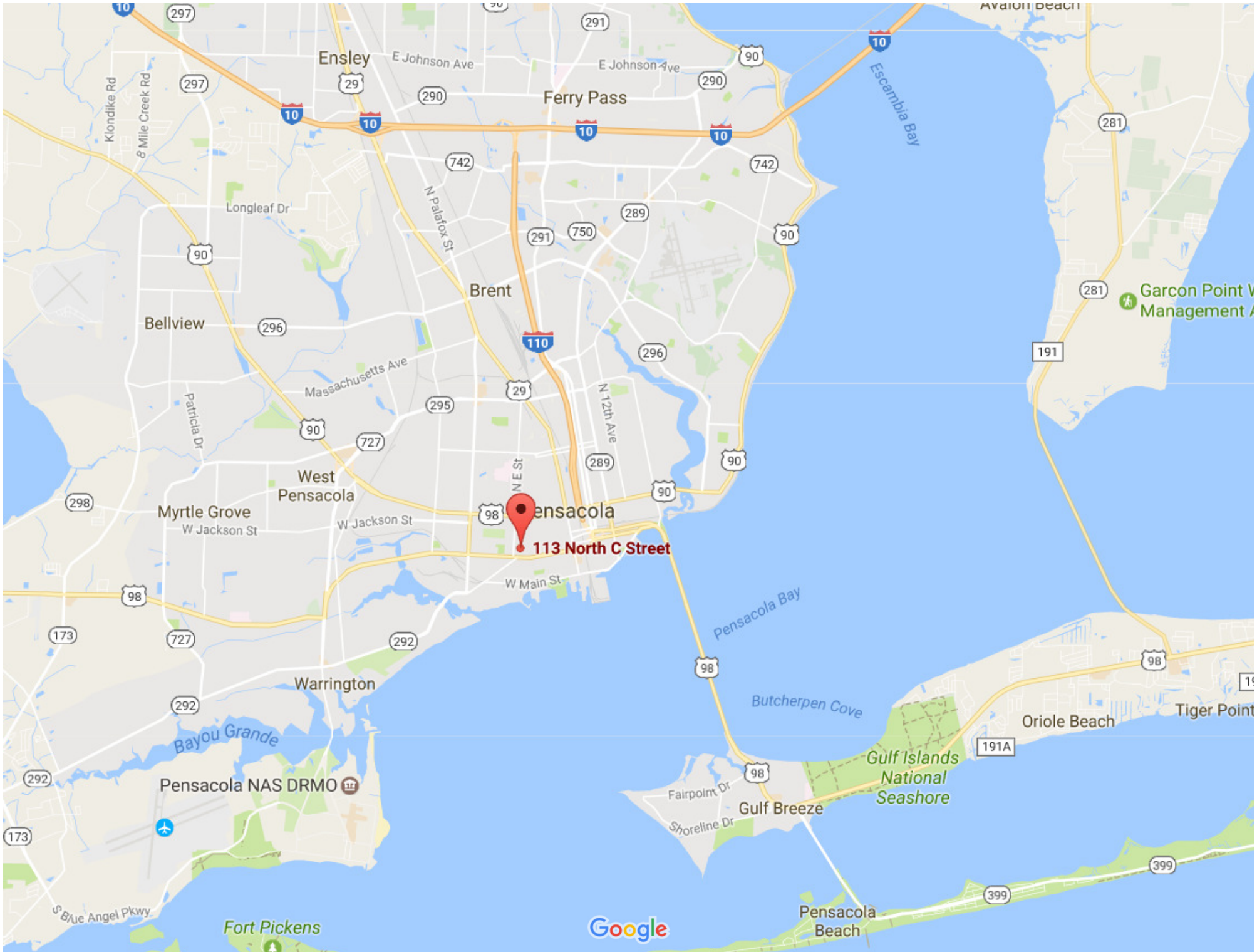


Interior View of Subject Parcel

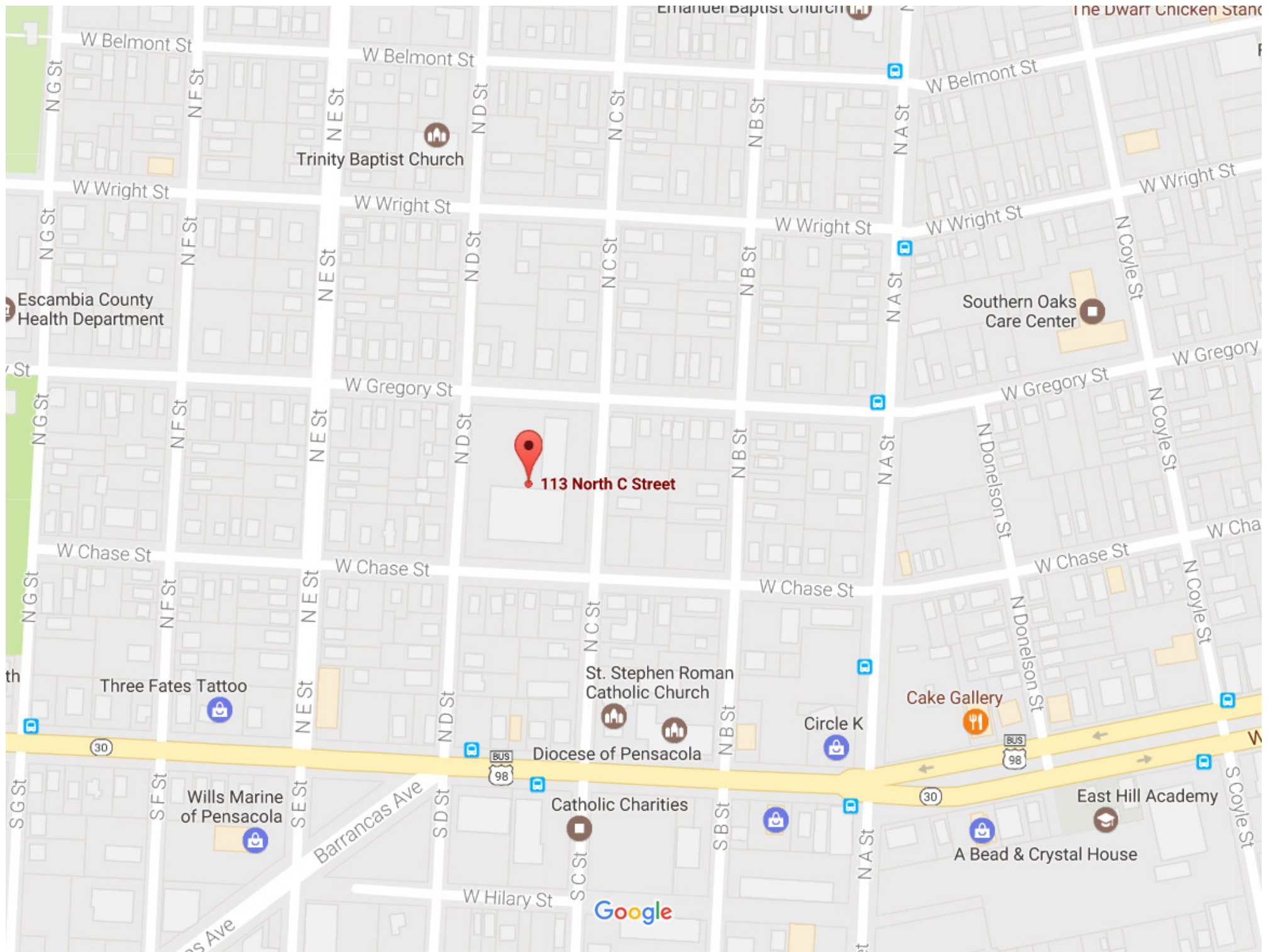


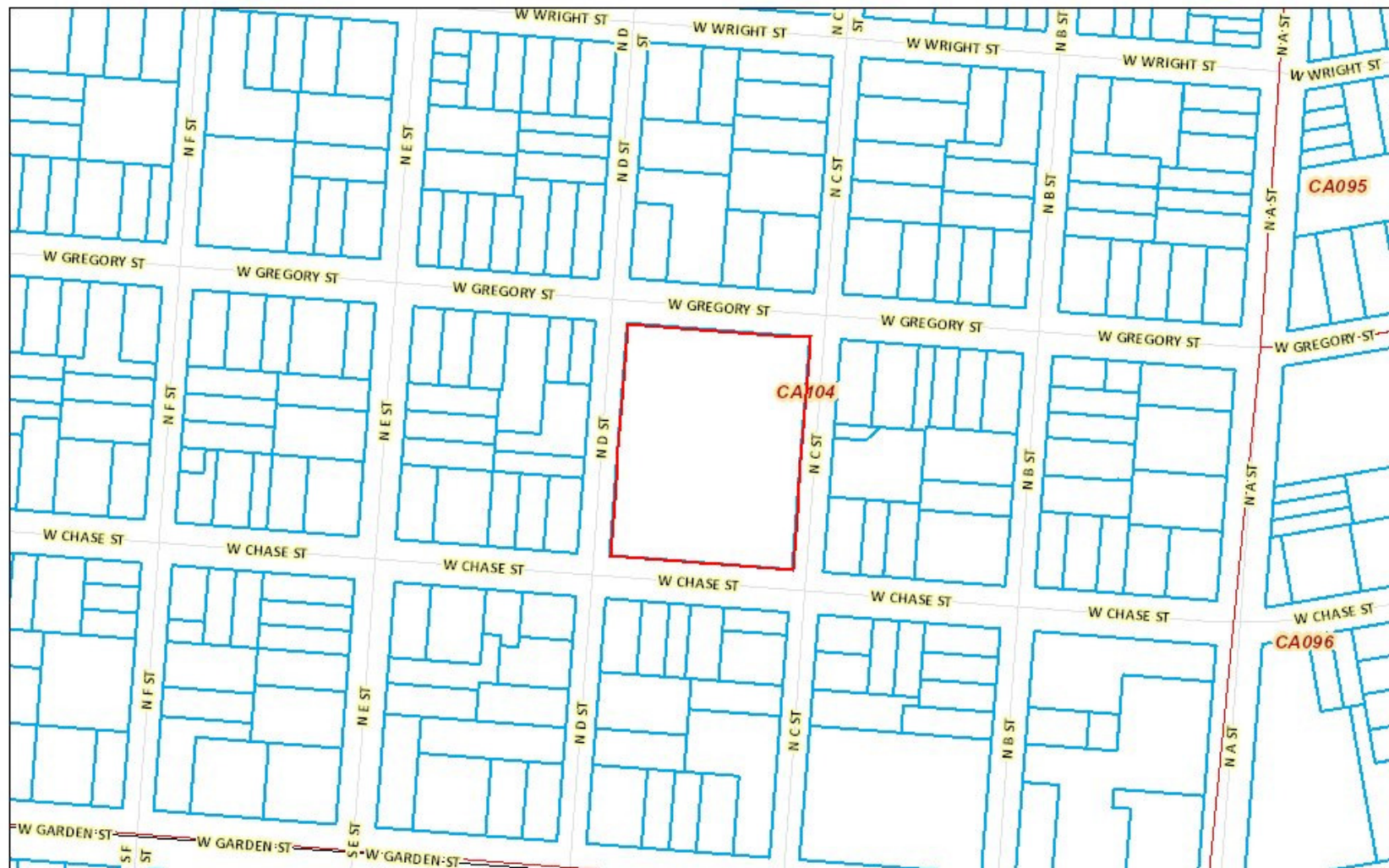
Subject Street Scene From North C Street











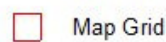




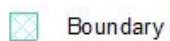
March 6, 2017

**polygonLayer**

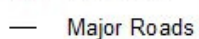
Override 1



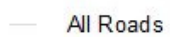
Map Grid



Boundary



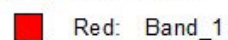
Major Roads



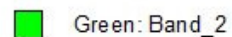
All Roads



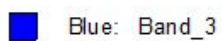
Property Line



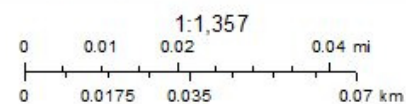
Red: Band\_1



Green: Band\_2



Blue: Band\_3

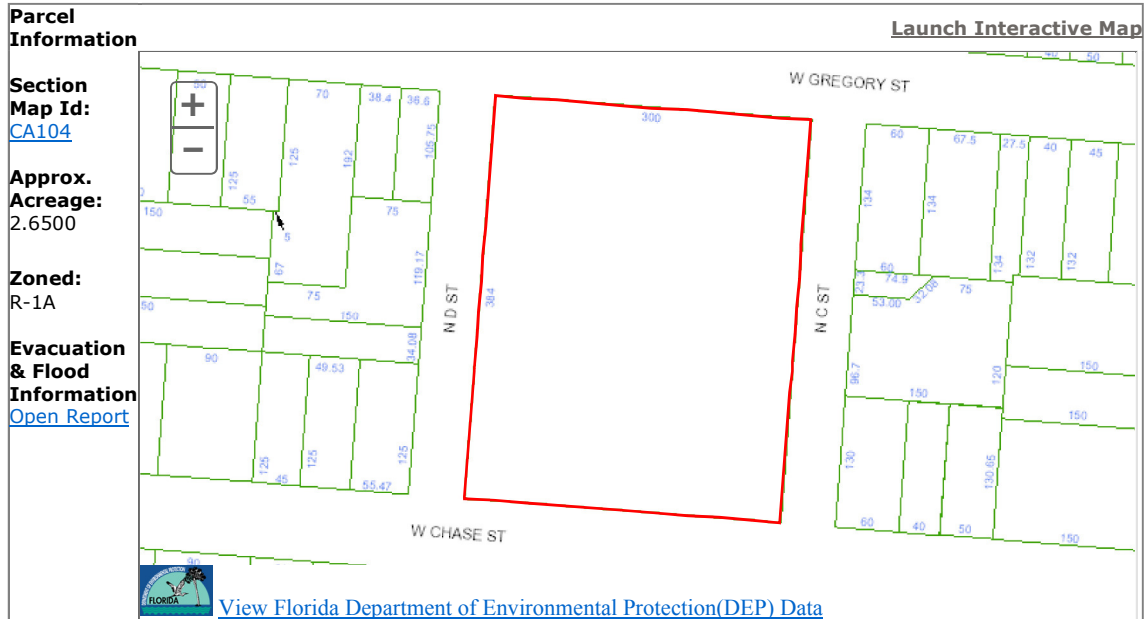


Source: Escambia County Property Appraiser

← Navigate Mode ☒ Account ☐ Reference →

[Restore Full Page Version](#)

<b>General Information</b>						<b>Assessments</b>					
<b>Reference:</b>	000S009080001018					<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b><a href="#">Cap Val</a></b>	
<b>Account:</b>	152475000					2016	\$201,400	\$0	\$201,400	\$201,400	
<b>Owners:</b>	PENSACOLA CITY OF					2015	\$201,400	\$0	\$201,400	\$201,400	
<b>Mail:</b>	PO BOX 12910 PENSACOLA, FL 32521					2014	\$201,400	\$0	\$201,400	\$201,400	
<b>Situs:</b>	113 N C ST 32502					<a href="#">Disclaimer</a>					
<b>Use Code:</b>	VACANT COMMERCIAL					<a href="#">Amendment 1/Portability Calculations</a>					
<b>Taxing Authority:</b>	PENSACOLA CITY LIMITS					<a href="#">File for New Homestead Exemption Online</a>					
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>										
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector											
<b>Sales Data</b>						<b>2016 Certified Roll Exemptions</b>					
<b>Sale Date</b>	<b>Book</b>	<b>Page</b>	<b>Value</b>	<b>Type</b>	<b>Official Records (New Window)</b>	MUNICIPAL OWNED					
09/20/2011	6768	1095	\$225,000	WD	<a href="#">View Instr</a>	<b>Legal Description</b>					
10/2004	5503	28	\$400,000	WD	<a href="#">View Instr</a>	LTS 1 TO 30 BLK 18 MAXENT TRACT OR 6768 P 1095					
09/1996	4058	934	\$5,000	QC	<a href="#">View Instr</a>	CA 104					
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						<b>Extra Features</b>					
						None					



18.50  
1575.00  
1593.50

Prepared by and return to:  
Deedra L. Lamy  
Emerald Coast Title, Inc.  
811 N. Spring Street  
Pensacola, FL 32501  
850-434-3223  
File Number: 11-7524

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 20th day of September, 2011 between **Blount Redevelopment, LLC** whose post office address is **7465 N. Palafox Street, Pensacola, FL 32503**, grantor, and **City of Pensacola** whose post office address is **222 West Main Street, Pensacola, FL 32502**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

**Lots 1 to 30, both inclusive, Block 18, Maxent Tract, City of Pensacola, Florida, according to the map of said city copyrighted by Thomas C. Watson in 1906.**

**Parcel Identification Number: 000S00-9080-001-018**

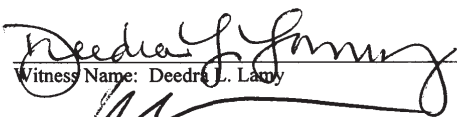
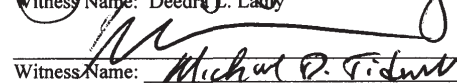
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

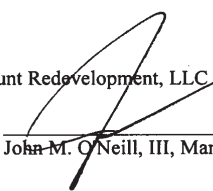
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2010**.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Name: Deedra L. Lamy  
  
Witness Name: Michael D. T. Smith

Blount Redevelopment, LLC

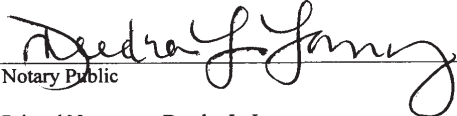
By:   
John M. O'Neill, III, Managing Member

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 20th day of September, 2011 by John M. O'Neill, III, Managing Member of Blount Redevelopment, LLC. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: Deedra L. Lamy

My Commission Expires: April 2, 2012



## Abutting Roadway Maintenance

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**ATTENTION:** Pursuant to Escambia County Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to Buyers whether abutting roadways will be maintained by Escambia County, and if not what person or entity will be responsible for maintenance. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.


Name of Roadway: 113 North C Street, Pensacola, FL 32502

THE COUNTY ( ) HAS ACCEPTED ( x ) HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE.

If not, it will be the responsibility of **City of Pensacola** to maintain, repair and improve the road.

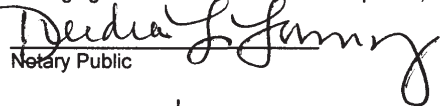
This form completed by:

Michael D. Tidwell, Attorney  
811 North Spring Street  
Pensacola, Florida 32501


 Date 9/ 20/ 2011  
John M. O'Neill, III, Managing Member of Blount Redevelopment, LLC

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of September, 2011 by John M. O'Neill, III, Managing Member of Blount Redevelopment, LLC who has produced a driver's license as identification.

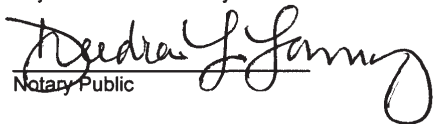
  
Notary Public



 Date 9/ 20/ 2011  
William Reynolds, City Administrator of City of Pensacola

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of September, 2011 by William Reynolds, City Administrator of City of Pensacola who has produced a driver's license as identification.

  
Notary Public



ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
15-2475-000		SEE BELOW	16	000S009080001018

2016 Property Taxes

113 N C ST

PENSACOLA CITY OF  
 PO BOX 12910  
 PENSACOLA, FL 32521

LTS 1 TO 30 BLK 18 MAXENT TRACT OR  
 6768 P 1095 CA 104

OFFICE  
 (850) 438-6500  
 Ext. 3252

**AD VALOREM TAXES**

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	201,400	201,400	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2100	201,400	201,400	0	0.00
BY STATE LAW	4.6660	201,400	201,400	0	0.00
PENSACOLA	4.2895	201,400	201,400	0	0.00
WATER MANAGEMENT	0.0366	201,400	201,400	0	0.00
M.S.T.U. LIBRARY	0.3590	201,400	201,400	0	0.00
<b>TOTAL MILLAGE</b>					<b>18.1776</b>
<b>AD VALOREM TAXES</b>					<b>\$0.00</b>

KEEP

RETAIN THIS  
 PORTION  
 FOR  
 YOUR  
 RECORDS

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	RATE	AMOUNT
<b>NON-AD VALOREM ASSESSMENTS</b>		<b>\$0.00</b>

PLEASE  
 PAY ONE  
 AMOUNT  
 SHOWN IN  
 YELLOW  
 SHADED  
 AREA

**COMBINED TAXES AND ASSESSMENTS**

\$0.00

**PAY ONE  
 AMOUNT**

See reverse side for  
 important information

<b>If Paid By</b> Please Pay	<b>Nov 30, 2016</b> \$0.00				
---------------------------------	-------------------------------	--	--	--	--

AMOUNT  
 DUE  
 IF PAID  
 BY

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
15-2475-000		SEE ABOVE	16	000S009080001018

2016 Property Taxes

113 N C ST

PENSACOLA CITY OF  
 PO BOX 12910  
 PENSACOLA, FL 32521

LTS 1 TO 30 BLK 18 MAXENT TRACT OR 6768  
 P 1095 CA 104

CURRENT  
 YEAR  
 TAXES  
 BECOME  
 DELINQUENT  
 APRIL 1

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312

(850) 438-6500 Ext. 3252

<b>If Paid By</b> Please Pay	<b>Nov 30, 2016</b> \$0.00				
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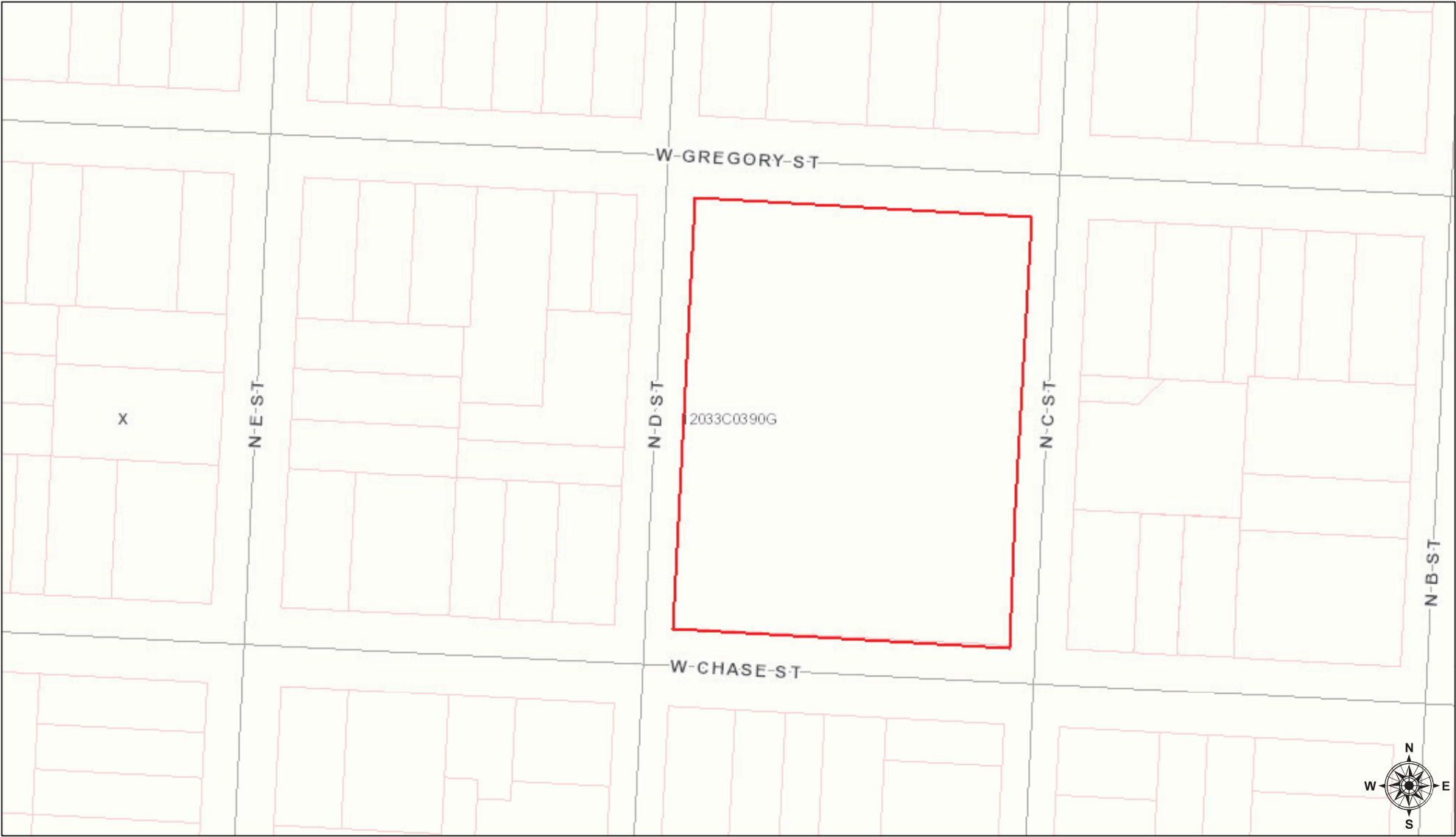
RETURN WITH  
 PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE

RETURN



FLOOD MAP



March 6, 2017

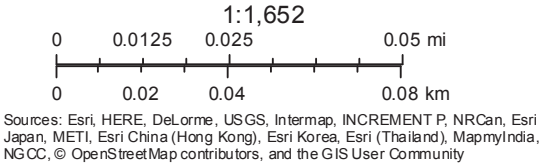
**polygonLayer**

**Streets**

Override 1

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL

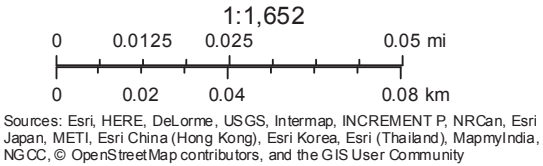
- COLLECTOR
- LOCAL ROAD
- Parcels
- Rivers, Creeks, and Streams



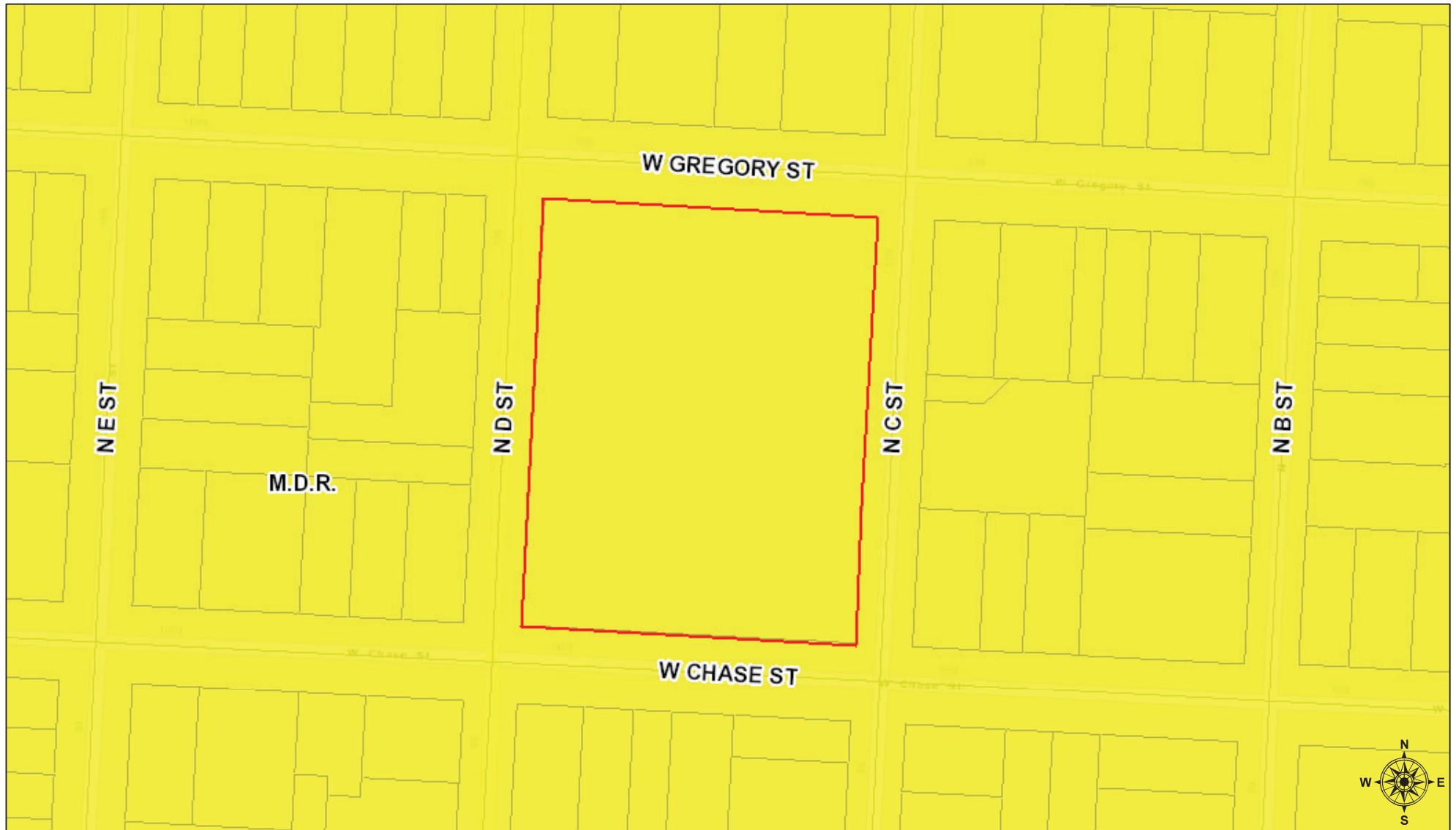
ZONING



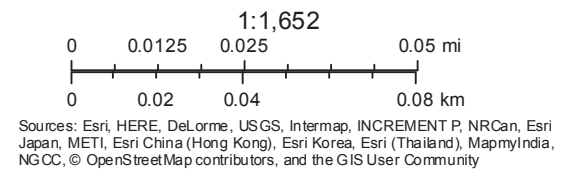
March 6, 2017



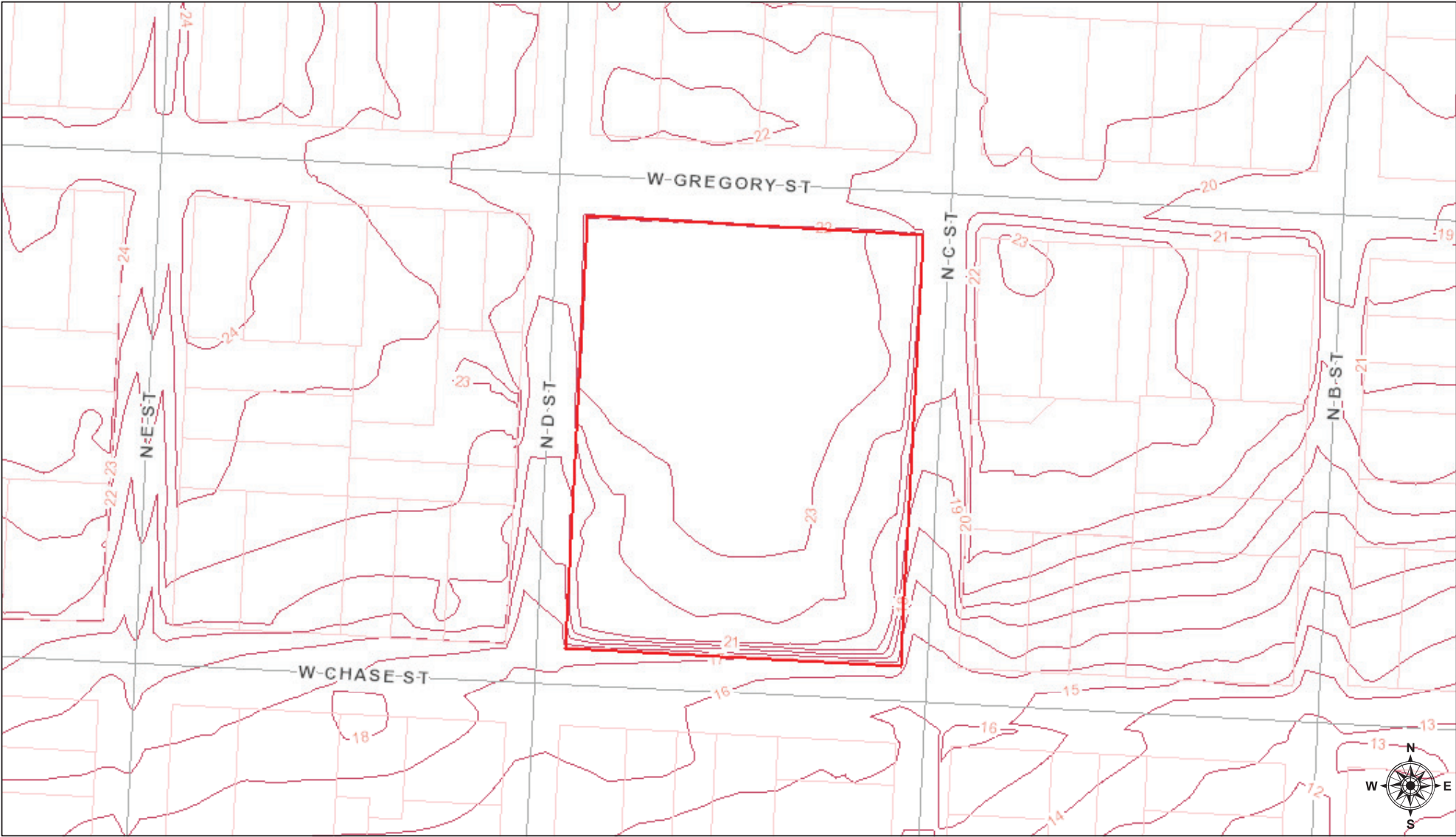
# FUTURE LAND USE



March 6, 2017



# CONTOURS



March 6, 2017

**polygonLayer**

**Streets**

Override 1

- PRINCIPAL ARTERIAL
- LOCAL ROAD
- MINOR ARTERIAL



COLLECTOR



LOCAL ROAD



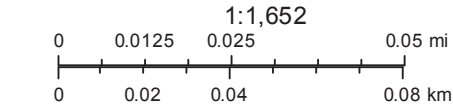
Parcels



Contours - Elevation

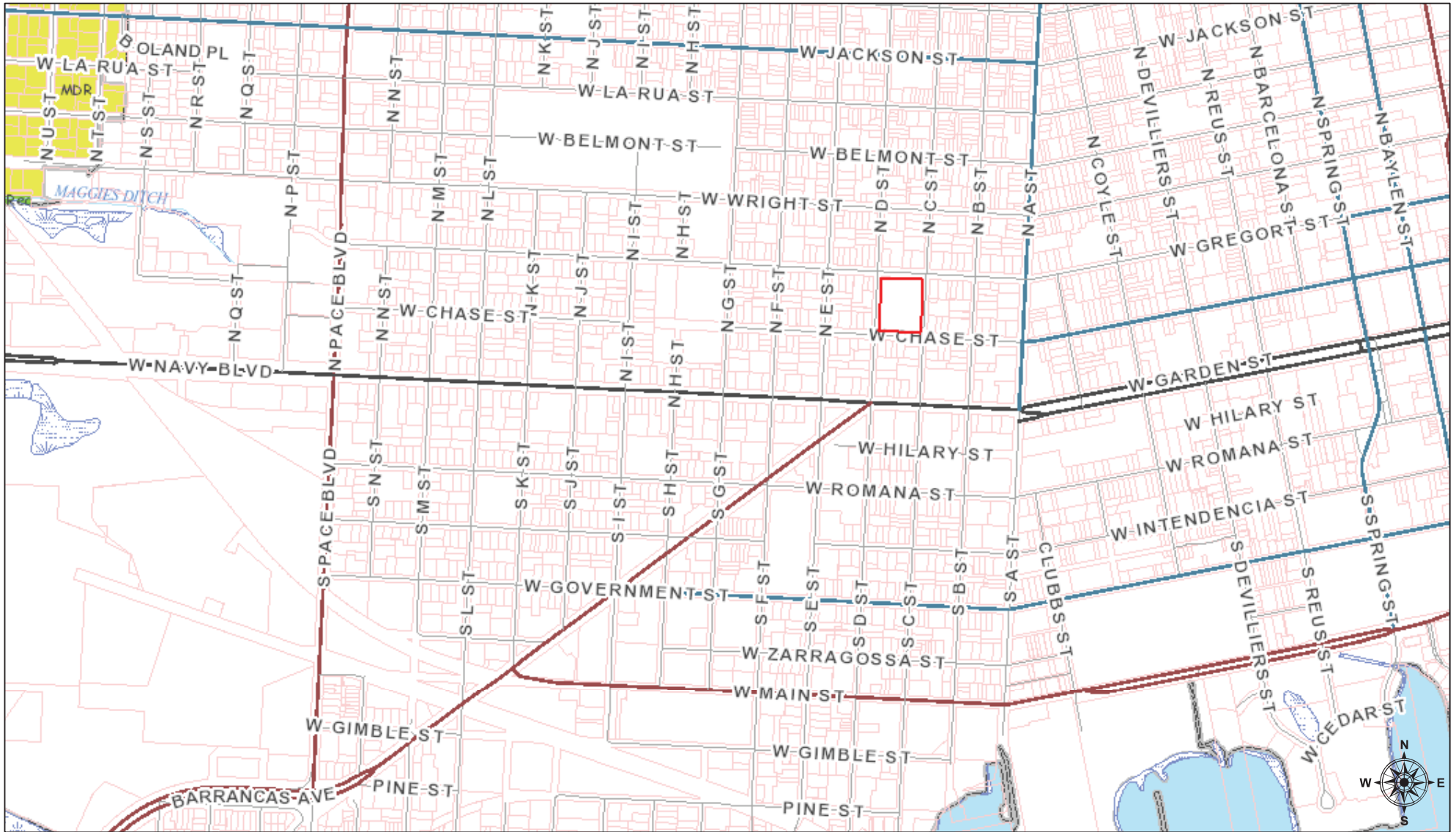


Rivers, Creeks, and Streams



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

# WETLANDS



March 6, 2017

**polygonLayer**

**Streets**

Override 1

— PRINCIPAL ARTERIAL

— MINOR ARTERIAL

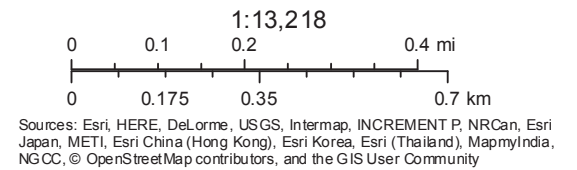
— COLLECTOR

— LOCAL ROAD

□ Parcels

— Rivers, Creeks, and Streams

□ Wetlands



### **COMPARABLE LAND SALE**

COMPARABLE NO.:	1	RECORD NUMBER: 7606
CLASSIFICATION:	COMMERCIAL LAND	
DATE:	12/06/2016 (PER DEED)	
LOCATION:	2322 NORTH E STREET, PENSACOLA, FLORIDA	
SALES PRICE:	\$52,900	
GRANTOR:	MARCUS DWIGHT AND LARQUETTA V. HILL	
GRANTEE:	THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA	
REFERENCE:	OR 7634 PAGE 652; MLS #500797	
BRIEF LEGAL DESCRIPTION:	LOTS 1 TO 8, BLOCK 28, ENGLEWOOD HEIGHTS, ESCAMBIA COUNTY, FLORIDA	
TERMS:	CASH TO SELLER	
ZONING:	COM; COMMERCIAL	
HIGHEST AND BEST USE:	RETAIL OR OFFICE/WAREHOUSE	
LAND SIZE:	33,600 SQ. FT. (0.77 ACRE)	
FRONT FEET:	140 FT.	
<u>LAND UNIT PRICES:</u>		
PER SQUARE FOOT:	\$1.57	
PER ACRE	\$68,701	
PER FRONT FOOT:	\$377.86	

#### REMARKS:

- SHERRILL APPRAISAL COMPANY FILE #16-240
- PARCEL IS LOCATED AT THE SOUTHEAST CORNER OF NORTH E AND WEST YONGE STREETS.
- PROPERTY IS LISTED FOR SALE WITH KELLER WILLIAMS REALTY GULF COAST AT A PRICE OF \$70,000 (MLS #500797). PROPERTY WAS ON THE MARKET FOR 17 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES SHERRILL, JR., MAI WITH DAN ZIMMERN (BROKER) WITH SCROGGINS III REALTY.
- PARCEL I.D. #: 18-2S-30-6000-010-028
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.





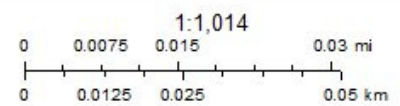
March 8, 2017

**polygonLayer**

Boundary

Override 1

Map Grid







March 8, 2017

**polygonLayer**

Override 1

Map Grid

Boundary

Major Roads

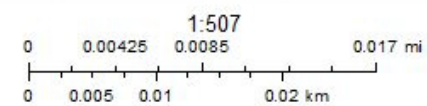
All Roads

Property Line

Red: Band\_1

Green: Band\_2

Blue: Band\_3

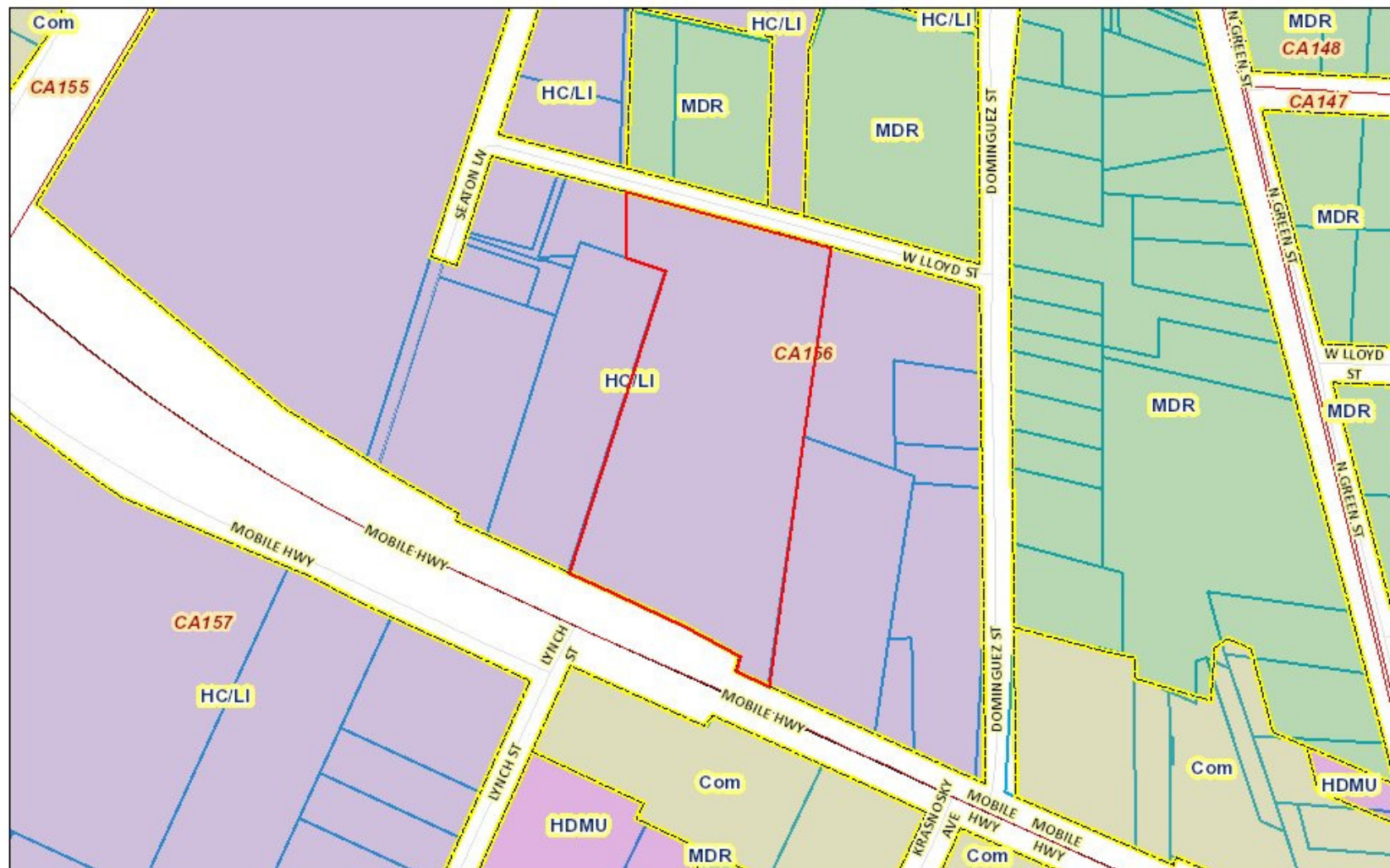


## COMPARABLE LAND SALE

COMPARABLE NO.:	2	RECORD NUMBER: 7603
CLASSIFICATION:	COMMERCIAL LAND	
DATE:	6/9/2016	
LOCATION:	3808 MOBILE HIGHWAY, PENSACOLA, FLORIDA	
SALES PRICE:	\$275,000	
GRANTOR:	PENSACOLA SUPERIOR STORAGE, LLC	
GRANTEE:	UNKNOWN (DEED NOT RECORDED)	
REFERENCE:	GCMLS #2186866	
BRIEF LEGAL DESCRIPTION:	PORTION OF SECTION 34-2S-30; ESCAMBIA COUNTY, FLORIDA	
TERMS:	CASH TO SELLER	
ZONING:	HC/LI; HEAVY COMMERCIAL AND LIGHT INDUSTRIAL	
HIGHEST AND BEST USE:	OFFICE/WAREHOUSE	
LAND SIZE:	3.09 ACRES	
FRONT FEET:	292 FT.	
<u>LAND UNIT PRICES:</u>		
PER ACRE:	\$88,996.76	
PER FRONT FOOT:	\$941.78	

### REMARKS:

- PARCEL IS LOCATED ON THE NORTH SIDE OF MOBILE HIGHWAY, WEST OF NORTH GREEN STREET.
- PROPERTY WAS LISTED FOR SALE WITH NBI PROPERTIES, INC. AT A PRICE OF \$275,000 (GCMLS #2186866). PROPERTY WAS ON THE MARKET FOR 650 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES SHERRILL, JR., MAI WITH CRAIG BARRETT (BROKER) OF NBI PROPERTIES, INC.
- PARCEL I.D. #: 34-2S-30-0610-001-061
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.



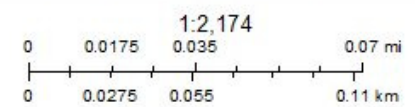
March 8, 2017

**polygonLayer**

Override 1

Map Grid

Boundary







March 8, 2017

**polygonLayer**

Override 1

Map Grid



Boundary



Major Roads



All Roads



Property Line



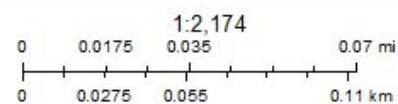
Red: Band\_1



Green: Band\_2



Blue: Band\_3



### **COMPARABLE LAND SALE**

COMPARABLE NO.: 3 RECORD NUMBER: 7427

CLASSIFICATION: COMMERCIAL LAND

DATE: 11/20/2015

LOCATION: 2301 WEST NAVY BOULEVARD, PENSACOLA, FLORIDA

SALES PRICE: \$240,000

GRANTOR: PACE AND GARDEN MINI STORAGE, LLC  
GRANTEE: WILLIAM ANDREW HINSON, TRUSTEE OF TRUST B  
ESTABLISHED UNDER THE REVOCABLE LIVING  
TRUST AGREEMENT OF NANCY PLEITZ HINSON

REFERENCE: OR 7445 PAGE 1378; GCMLS #2155906

BRIEF LEGAL DESCRIPTION: PORTION OF BLOCK 2, AND LOTS 1-6, BLOCK 3,  
PETTERSEN ADDITION, ESCAMBIA COUNTY,  
FLORIDA

TERMS: CASH TO SELLER  
ZONING: C-3; COMMERCIAL  
HIGHEST AND BEST USE: OFFICE/WAREHOUSE

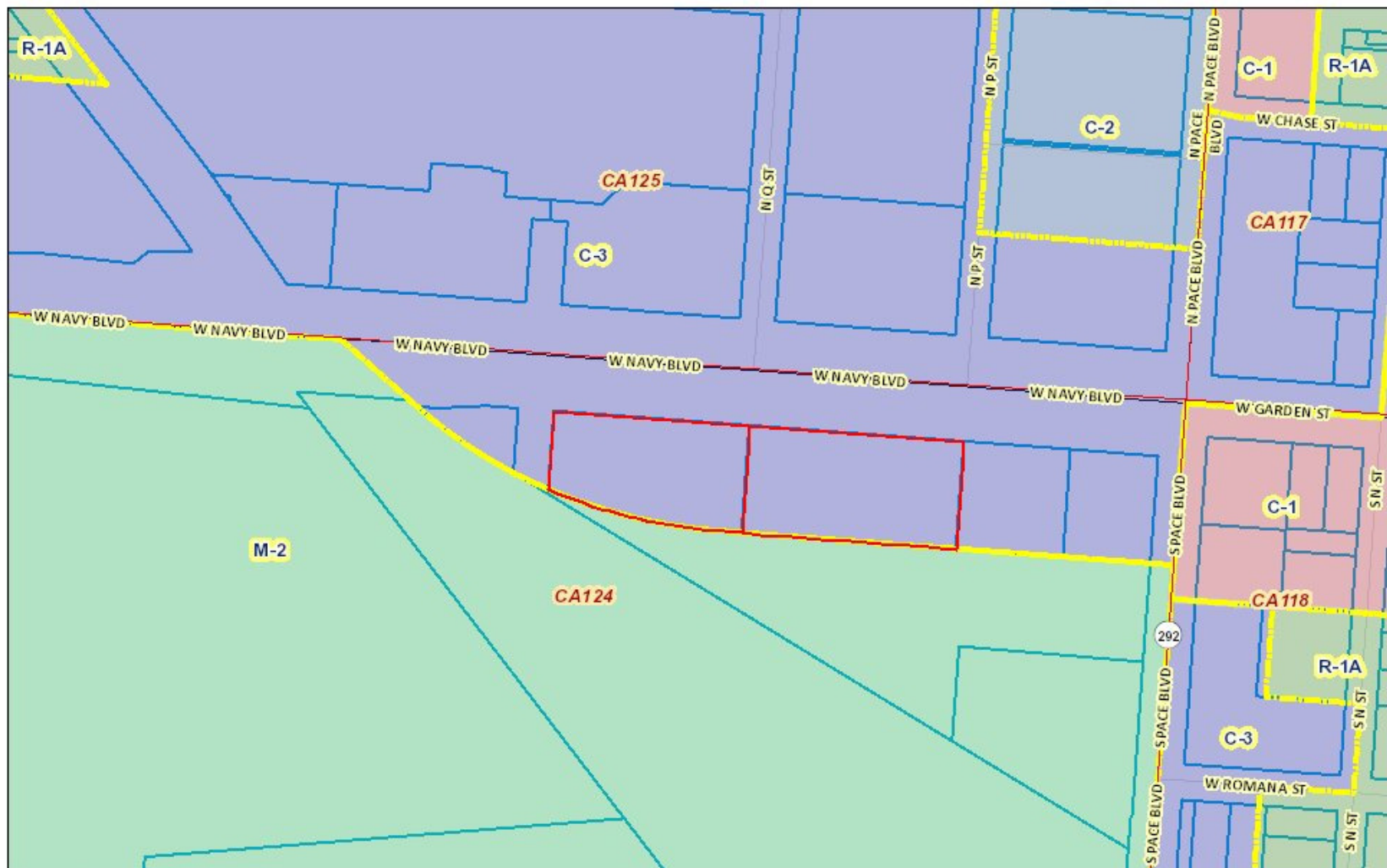
LAND SIZE: 2.33 ACRES  
FRONT FEET: 690 FT.

LAND UNIT PRICES:  
PER ACRE: \$103,004.29  
PER FRONT FOOT: \$347.83

#### **REMARKS:**


- TWO VACANT ADJOINING PARCELS LOCATED ON THE SOUTH SIDE OF WEST NAVY BOULEVARD, WEST OF SOUTH PACE BOULEVARD.
- PROPERTY WAS LISTED WITH BERKSHIRE HATHAWAY HOME SERVICES AT A PRICE OF \$249,900 (GCMLS #2155906). PROPERTY WAS ON THE MARKET FOR 254 DAYS BEFORE IT SOLD.
- PARCEL WAS PURCHASED BY ADJOINING PROPERTY OWNER.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES SHERRILL, JR., MAI WITH BUYER (MR. WILLIAM HINSON).
- PARCEL I.D. #: 00-0S-00-9090-001-002 AND 00-0S-00-9090-001-003
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.






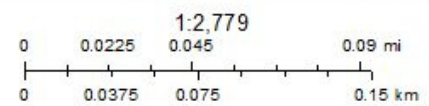
March 8, 2017

**polygonLayer**

 Boundary

Override 1

 Map Grid





March 8, 2017

**polygonLayer**

Override 1

Map Grid

Boundary

Major Roads

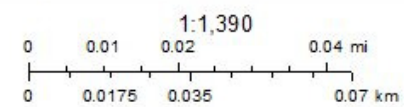
All Roads

Property Line

Red: Band\_1

Green: Band\_2

Blue: Band\_3





### **COMPARABLE LAND SALE**

COMPARABLE NO.:	4	RECORD NUMBER: 7654
CLASSIFICATION:	RESIDENTIAL LAND	
DATE:	03/15/2016	
LOCATION:	220 NORTH DEVILLIERS STREET, PENSACOLA, FLORIDA	
SALES PRICE:	\$211,100	
GRANTOR:	COMMUNITY DEVELOPMENT PARTNERS, LLC	
GRANTEE:	JUNCTION AT WEST HILL, LLC	
REFERENCE:	OR 7493 PAGE 574; MLS #384360	
BRIEF LEGAL DESCRIPTION:	PORTION OF SECTION 00-0S-00; ESCAMBIA COUNTY, FLORIDA	
TERMS:	CASH TO SELLER	
ZONING:	R-NC; RESIDENTIAL/NEIGHBORHOOD COMMERCIAL	
HIGHEST AND BEST USE:	RESIDENTIAL	
LAND SIZE:	40,511 SQ. FT. (0.93 ACRE)	
FRONT FEET:	127 FT.	
<u>LAND UNIT PRICES:</u>		
PER SQUARE FOOT:	\$5.21	
PER ACRE:	\$226,989	
PER FRONT FOOT:	\$1,662.20	

#### REMARKS:

- PARCEL LOCATED AT THE SOUTHEAST CORNER OF DEVILLIERS STREET AND WRIGHT STREET.
- PROPERTY WAS LISTED FOR SALE WITH GUNTHER PROPERTIES, LLC AT A PRICE OF \$200,000 (MLS #384360). PROPERTY WAS ON THE MARKET FOR 1,464 DAYS BEFORE IT SOLD.
- COMPARABLE DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH FRED GUNTHER (BROKER) WITH GUNTHER PROPERTIES.
- PARCEL I.D. #: 00-0S-00-9010080-003
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



March 8, 2017

**polygonLayer**

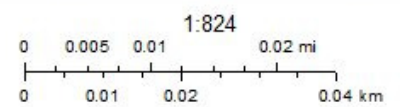
Override 1



Map Grid



Boundary





March 8, 2017

**polygonLayer**

Override 1

Map Grid

Boundary

Major Roads

All Roads

Property Line

Red: Band\_1

Green: Band\_2

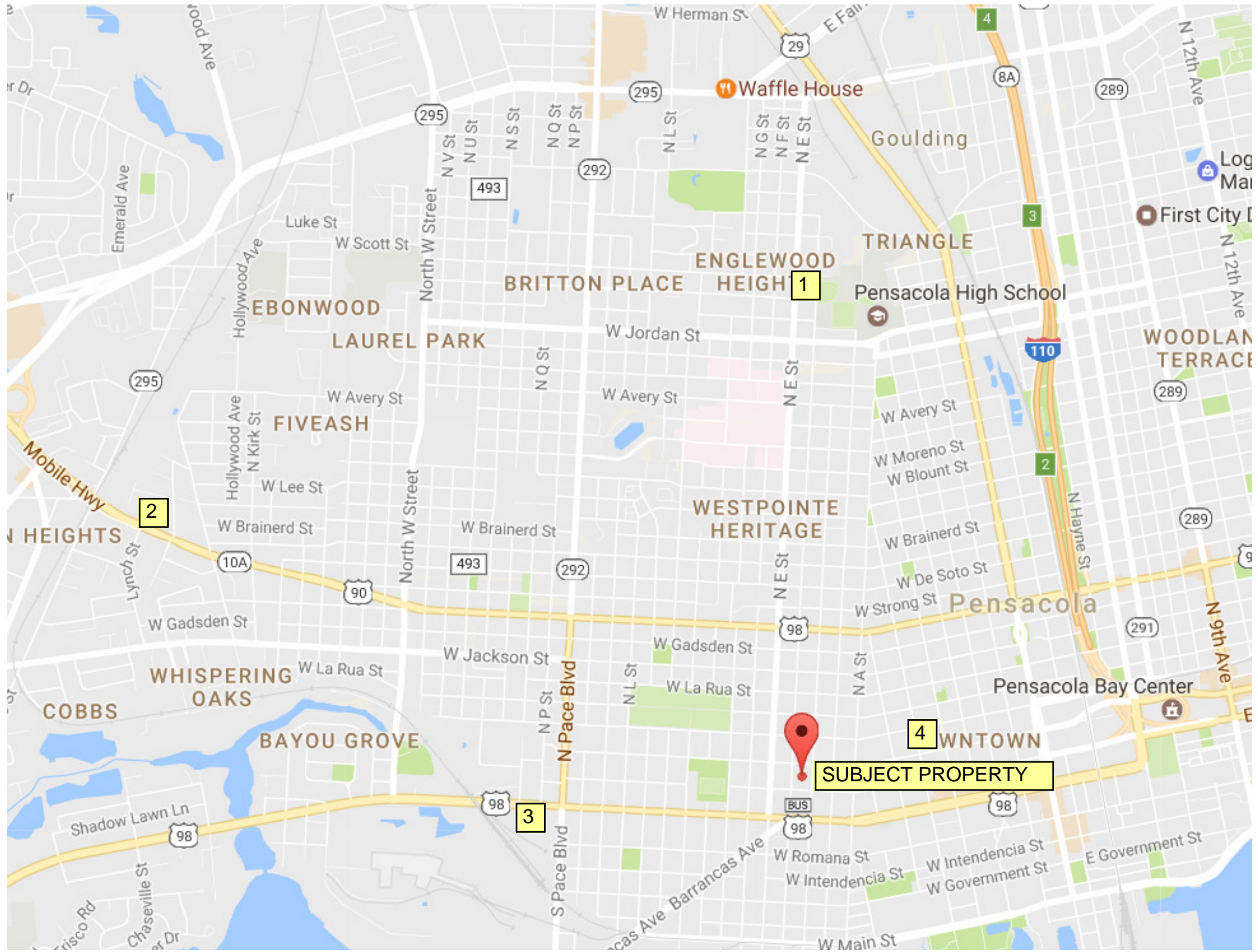
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1:824

0 0.005 0.01 0.02 mi  
0 0.01 0.02 0.04 km



# COMPARABLE LOCATION MAP



## **APPRAISER'S QUALIFICATIONS**

NAME: Charles C. Sherrill, Jr., MAI  
TITLE: President  
OFFICE ADDRESS: Sherrill Appraisal Company  
410 East Government Street  
Pensacola, Florida 32502  
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,  
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)  
Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)  
Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)  
Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)  
Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)  
Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)  
Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

### **CONTINUING EDUCATION:**

Credited with attendance/completion of the following seminars/courses:

#### **Appraisal Institute**

Eminent Domain and Condemnation  
Uniform Standards of Professional Appraisal Practice  
Business Practices and Ethics  
Analyzing Operating Expenses  
Appraising from Blueprints and Specifications  
Feasibility, Market Value, and Investment Timing  
Analyzing Distressed Real Estate  
Hotel/Motel Valuation  
Effective Appraisal Report Writing  
FHA Homebuyer Protection Plan and The Appraisal Process  
Standards of Professional Practice - Part C  
Standards of Professional Practice - Part A  
Fair Lending and the Appraiser  
Appraisal of Retail Properties  
Standards of Professional Practice - Part B  
Understanding Limited Appraisals and General Reporting Options - General  
Accrued Depreciation  
Depreciation Analysis  
Rates, Ratios, and Reasonableness  
Comprehensive Appraisal Workshop  
Real Estate Risk Analysis

## **APPRAISER'S QUALIFICATIONS**

### **CONTINUING EDUCATION (Continued):**

Credited with attendance/completion of the following seminars/courses:

#### **State Certification**

USPAP Update  
Florida Appraisal Laws and Regulations  
Appraisal of 2-4 Family and Multi-Family Properties  
Challenging Assignments for Residential Appraiser's  
Foreclosure Basics for Appraiser's  
Florida Appraiser Supervisor/Trainee Rules  
Neighborhood Analysis  
Communicating the Appraisal  
Appraisal Principles  
Sales Comparison Approach  
Income Capitalization Approach  
Cost Approach  
Real Estate, Mortgages, and Law  
Elements of Disclosures and Disclaimers

### **EXPERIENCE:**

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

### **PROFESSIONAL LICENSES:**

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)  
Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)  
Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)  
Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

### **PROFESSIONAL MEMBERSHIPS:**

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991  
Past Member, Escambia County Value Adjustment Board (2008 – 2012)  
Member, NAIOP (Commercial Real Estate Development Corporation)  
Member, Pensacola Association of Realtors  
Member, Florida Association of Realtors  
Member, National Association of Realtors  
Member, Branch Banking and Trust Company Local Advisory Board of Directors  
Member, Pensacola Area Chamber of Commerce

### **CIVIC ACTIVITIES:**

Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient  
Past President and Executive Committee Member, Pensacola Sports Association Board of Directors  
Current Board Member, Pensacola Sports Foundation  
Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors  
Past Board Member and Trustee, Pensacola Historical Society Foundation  
Past Member and Executive Committee Member, Pensacola State College Board of Governors  
Member and Past Board Director & Executive Committee Member, Pensacola YMCA  
Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors  
Past President, Booker T. Washington High School Baseball Booster Club Board of Directors  
Graduate, Leadership Pensacola (Class of 1999)

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, and the American Heart Association.

## **APPRAISER'S QUALIFICATIONS**

### **LISTING OF APPRAISER CLIENTS:**

#### **Mortgage Loan Purposes**

Aegon Realty Advisors Company	Liberty Bank
Bank of America	Metric Realty
BBVA Compass	Metropolitan Life Insurance Company
Beach Community Bank	National Bank of Commerce (Alabama)
Branch Banking & Trust (BB&T)	Navy Federal Credit Union
Canadian Imperial Bank of Commerce	Pen Air Federal Credit Union
Centennial Bank	Pensacola Government Credit Union
Chase Manhattan Mortgage Corp.	PNC Bank
Charter Bank	Premier Bank (Louisiana)
Coastal Bank and Trust	RBC Bank
Colonial Bank of Alabama	Regions Bank
Cumberland Bank (Kentucky)	ServisFirst Bank
Dollar Bank	Smart Bank
Equity Valuation Partners	Statewide Mortgage Company
First American Bank	SunTrust Banks, Inc.
First City Bank of Fort Walton Beach	Travellers Realty Investment Company
First Coast Community Bank	Tyndall Federal Credit Union
First National Bank of Commerce (Louisiana)	United Bank (Alabama)
First National Bank of Florida	Valuation Management Group
First Navy Bank	Vanguard Bank & Trust Company
Gulf Coast Community Bank	Whitney National Bank
GulfSouth Private Bank	Wachovia Corporation
Hancock Bank	Wells Fargo Bank

#### **Market Value Purposes**

Aetna Realty Advisors	Ford Motor Company
Bank of Boston	Florida Department of Transportation
Bank South N. A.	Gulf American SBL, Inc.
Baptist Health Care Corp.	Lakeview Center
Barnett Banks, Inc.	Lasalle Realty Advisors
Barnett Bank Trust Company N. A.	Midway Water Company
Catholic Church Diocese	PHH Relocation and Real Estate
Chicago Title Company	Pensacola Area Chamber of Commerce
Citicorp Real Estate	Pensacola Historical Society
City of Fort Walton Beach	Pensacola State College
City of Milton	Pensacola Preservation Board (State of Florida)
City of Pensacola	Port of Pensacola
Dusco Property Management	Presbytery of Florida
Episcopal Church Diocese	Recoll Management Corporation Insurance Co.
Escambia County, Florida	Sacred Heart Hospital
Escambia County Employees' Credit Union	Saltmarsh, Cleaveland & Gund
Escambia County Utilities Authority	Southern Company
Fairfield Communities, Inc.	SouthTrust Bank of Alabama, N.A.
Federal Aviation Administration	Various Estates, Attorney's, Accountants, Insurance
Federal Deposit Insurance Corporation	Companies, Churches, & Property Owners
First Alabama Bank	Waterfront Rescue Mission
First National Bank of Georgia	Wachovia Settlement Services, LLC
Fisher Brown Insurance Company (Cost Analysis)	WSRE Television



**RESOLUTION  
NO. 17-22**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR  
THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

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

**A. GENERAL FUND**

As Reads:	Sale of Assets	490,000
Amended		
To Read:	Sale of Assets	785,937
Transfers Out		
To:	Transfer to CDBG Fund	295,937

**B.. CDBG FUND**

To:	Transfer in From General Fund	295,937
As Reads:	Federal Grants	820,534
Amended		
To Read:	Federal Grants	1,116,471

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****APRIL 2017 - SUPPLEMENTAL BUDGET RESOLUTION - BLOUNT SCHOOL REIMBURSEMENT**

FUND	AMOUNT	DESCRIPTION
<b>GENERAL FUND</b>		
Estimated Revenues		
Sale of Assets	295,937	Increase estimated revenue from Sale of Assets
Total Revenues	<u>295,937</u>	
Appropriations		
Transfers Out		
Transfer to CDBG Fund	<u>295,937</u>	Appropriate Funding for Transfer to CDBG Fund
Total Appropriations	<u>295,937</u>	
<b>CDBG FUND</b>		
Estimated Revenues		
Transfer in From General Fund	295,937	Appropriate estimated revenue from Transfer In From General Fund
Federal Grants	(295,937)	Decrease estimated revenue from Federal Grants
Total Revenues	<u>0</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-22

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-22 - APPROPRIATING FUNDING FOR REIMBURSEMENT TO THE CDBG FUND - PURCHASE OF 113 NORTH "C" STREET (FORMER BLOUNT SCHOOL PROPERTY)

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 17-22.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In September 2011, City Council approved the purchase of the former Blount School property located at 113 North "C" Street using Community Development Block Grant (CDBG) funds with the intention of removing dilapidated structures from the property to provide for future development opportunities in the Westside Community Redevelopment Area. In Fiscal Year 2012, with the assistance of CDBG funds from Escambia County, the two dilapidated buildings were demolished removing slum and blight on the property.

Since CDBG funds were used to purchase and improve the former Blount School property, the use of the property is dictated by CDBG program requirements as outlined in the U.S. Code of Federal Regulations Title 24, Housing and Urban Development. In order to remove the CDBG program requirements from any proposed future use of the former Blount School property, the CDBG Fund must be reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds used for the acquisition of and improvements to the property. This CDBG program requirement applies to any expenditure of CDBG funds in excess of \$25,000 used to acquire or improve property.

In January 2017, City Council declared as surplus the former Blount School property located at 113 North "C" Street and authorized the Mayor to dispose of the property through a request for proposals. The City recently received an appraisal report valuing the property at \$305,000. During acquisition and improvement of the property, the City expended \$9,063 of non-CDBG funds on the property. Therefore, in accordance with CDBG

program requirements, the CDBG Fund must be reimbursed in the amount of the current fair market value of the property (\$305,000), less any portion of the value attributable to expenditures of non-CDBG funds used or the acquisition of and improvements to the property (\$9,063) for a total amount of \$295,937 to be remitted to the CDBG program for use on other eligible projects.

**PRIOR ACTION:**

September 8, 2011 - City Council approved acquisition of the property located at 113 North “C” Street (former Blount School property).

March 22, 2012 - City Council approved the Interlocal Agreement with Escambia County providing for the CDBG assisted demolition/clearance of the former Blount School property.

June 14, 2015 - City Council approved the award of bid for the demolition/clearance of the former Blount School property.

January 12, 2017 - City Council approved declaring as surplus the property located at 113 North “C” Street (former Blount School property) and authorized the Mayor to dispose of the property through a Request for Proposals.

**FUNDING:**

Budget: \$295,937

Actual: \$295,937

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate funding for the reimbursement to the CDBG Fund for the purchase of the former Blount School.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Keith Wilkins, Assistant City Administrator  
Richard Baker, Jr., Chief Financial Officer  
Marcie Whitaker, Housing Administrator

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 17-22
- 2) Supplemental Budget Explanation No. 17-22

**PRESENTATION:** No

**RESOLUTION  
NO. 17-22**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR  
THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

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

**A. GENERAL FUND**

As Reads:	Sale of Assets	490,000
Amended		
To Read:	Sale of Assets	785,937
Transfers Out		
To:	Transfer to CDBG Fund	295,937

**B.. CDBG FUND**

To:	Transfer in From General Fund	295,937
As Reads:	Federal Grants	820,534
Amended		
To Read:	Federal Grants	1,116,471

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****APRIL 2017 - SUPPLEMENTAL BUDGET RESOLUTION - BLOUNT SCHOOL REIMBURSEMENT**

FUND	AMOUNT	DESCRIPTION
<b>GENERAL FUND</b>		
Estimated Revenues		
Sale of Assets	295,937	Increase estimated revenue from Sale of Assets
Total Revenues	<u>295,937</u>	
Appropriations		
Transfers Out		
Transfer to CDBG Fund	<u>295,937</u>	Appropriate Funding for Transfer to CDBG Fund
Total Appropriations	<u>295,937</u>	
<b>CDBG FUND</b>		
Estimated Revenues		
Transfer in From General Fund	295,937	Appropriate estimated revenue from Transfer In From General Fund
Federal Grants	(295,937)	Decrease estimated revenue from Federal Grants
Total Revenues	<u>0</u>	





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00245

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PORT WAREHOUSE #9 TERMINATION OF LEASE AND WAREHOUSE #1 LEASE AMENDMENT WITH OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.

**RECOMMENDATION:**

That City Council authorize the Mayor to take all action necessary to terminate the Lease Agreement for Port Warehouse #9 and to amend the Lease Agreement for Port Warehouse #1 with Offshore Inland Marine & Oilfield Services, Inc.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On May 12, 2016, City Council granted an extension to Offshore Inland Marine & Oilfield Services, Inc. ("OIMO") to complete construction of the Tenant's Structure located on the Ground Lease Premises of the May 30, 2014 Lease Agreement ("Warehouse #9 Lease") between the parties. The Tenant's Structure was to serve as a submersible pipe manufacturing facility once completed. OIMO had requested the extension of the construction completion date as all construction work on the facility had halted in the fall of 2015 due to the decline in the barrel price of oil and market depression.

On October 13, 2016, City Council rejected a request from OIMO for partial deferral of rent under the Warehouse #9 Lease, which includes the lease premises of Warehouse #9 and up to three and one-half (3 ½) acres of Ground Lease Premises.

OIMO is requesting the City terminate the City's Warehouse #9 Agreement with OIMO. In the proposed agreement to terminate, OIMO would vacate all of the Ground Lease Premises, including both Warehouse #9 and the adjacent land and Tenant's Structure. The City would keep all improvements in Warehouse #9 and the submersible pipe manufacturing facility. The proposed agreement to terminate states the termination shall not release OIMO from any rents or amounts due and payable under the Warehouse #9 Lease, or any rents, fees or amounts due and payable under any other lease or operation at the Port.

As City Council has been previously advised, when the oil market crashed in 2014/2015, OIMO's business partner in the Warehouse #9 venture, DeepFlex, was unable to secure the additional investor financing

necessary to complete the development. DeepFlex ultimately closed its Houston, Texas and Manitowoc, Wisconsin facilities and pulled out of the Pensacola project. Without DeepFlex or the partnership of another submersible pipe or other offshore drilling component manufacturer, OIMO has no use for the facility. Currently, OIMO does not owe any outstanding rent or any other past due amounts applicable against the Warehouse #9 lease.

In conjunction with the above termination request, OIMO is requesting that the City agree to amend the City's June 17, 2010 Lease Agreement ("Warehouse #1 Lease") between the parties, which includes the lease premises of one-half (½) of the Warehouse #1 structure. The amendment would provide for a payment plan addressing outstanding amounts owed by OIMO to the City under the current Warehouse #1 Lease, and provide terms and conditions for possible expansion of OIMO into the full space available in the Warehouse #1 structure upon completion of City improvements currently contemplated, or into a portion of the space not currently occupied by OIMO. The amendment would not extend the term of the current lease, which expires May 1, 2022. The amendment does provide that upon City determination to terminate the lease for any non-payment of monetary obligations, OIMO will immediately within twenty (20) days, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City.

Additionally, as City Council has been previously advised, repayment of certain grant-funded construction project expenses paid by OIMO is in question. As a result, the Port Director, with the City's Chief Financial Officer's consent, has allowed OIMO to hold \$363,000.00 in invoices owed to the Port in abeyance pending final determination by the Port Director, with the consent of the City's Chief Financial Officer. As a result of an extended market downturn, OIMO's business volumes at the Port continued to be depressed throughout 2015 and 2016, resulting in OIMO accumulating an additional past-due balance above and beyond the \$363,000.00 without the approval of the Port Director or the City's Chief Financial Officer. As of March 15, 2017, that remaining past due amount was \$269,247.00. The payment plan stipulated in the proposed lease amendment addresses both the outstanding past-due balance at 12% interest, as well as final reconciliation of invoice amounts held in abeyance, which may be at 12% interest.

It is important to note that even with these market-driven negative factors, OIMO's tenure at the Port has been generally positive. The outstanding payment amounts do not represent unpaid rent and the Port Director has imposed processes to restrict any increases in the outstanding balance. Since inception of their operations on the Port, OIMO has paid more than \$3.6 million in fees and charges directly to the Port (not including the outstanding unpaid amounts), including \$74,000 in sales tax assessed on their rent amounts. Additionally, a \$2 million State Economic Development Grant was awarded to the Port. According to the Port Director, approval of the proposed Warehouse #1 lease amendment will facilitate construction of the overhead crane facility contemplated under the grant, adding a valuable and highly marketable asset at no cost to the Port. City Council's approval of the early termination of the associated Warehouse #9 lease would immediately vest to the Port a partially-completed warehouse facility valued at approximately \$3 million in its current condition, according to OIMO.

OIMO further represents to the City that the new overhead crane facility will allow them to bid component repair and fabrication jobs for which they currently are unable to compete. Additionally, while they continue to market to the offshore and subsea construction market, which is beginning to show some signs of slow market improvement, they have been aggressively marketing to the blue water fleet, including tankers, for topside maintenance and repair opportunities. It is this diversified marketing strategy that has resulted in the recent

uptick in offshore-related vessel activity at the Port.

**PRIOR ACTION:**

April 22, 2010 - City Council approved the Offshore Inland lease for a portion of Warehouse #1 and associated open storage and working areas.

January 10, 2013 - City Council approved a FDOT Economic Development Transportation Project Fund Agreement for infrastructure improvements at the Port.

March 13, 2014 - City Council approved and authorized the Mayor to negotiate and execute a lease agreement for Warehouse #9 and approximately three and one-half (3½) acres of immediately adjacent undeveloped land with OIMO.

May 12, 2016 - City Council approved and authorized the Mayor to take all necessary actions to provide OIMO with a twelve (12) month extension to complete construction and obtain a certificate of occupancy for the Tenant's Structure located on the Ground Lease Premises of the May 30, 2014 Lease Agreement for Warehouse #9, contingent upon the Tenant's Structure being storm hardened and enclosed prior to July 31, 2016.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Approval of the Warehouse #9 lease termination will result in the loss of \$12,966.72 per month in rent revenue to the Port. However, the facility will be marketed to new potential users (both short-term and long-term). Approval of the Warehouse #1 lease amendment establishes a formal payment plan of OIMO's current outstanding balance of \$269,247.00 at 12% interest. Further, the payment plan provides authorization for the resolution of the \$363,000.00 outstanding amount as it relates to Grant invoices. Approval of the amendment also establishes conditions for OIMO to occupy the entire warehouse premises at a proportional increased amount above the \$8,891.40 rent revenue currently paid.

**CITY ATTORNEY REVIEW: Yes**

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker Jr., Chief Financial Officer  
Amy Miller, Port Director

**ATTACHMENTS:**

- 1) Termination Agreement for Warehouse #9

2) Amendment to Warehouse #1 Lease Agreement

**PRESENTATION:** No

## TERMINATION OF LEASE AGREEMENT

This agreement for termination (Termination) is made and entered into effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Pensacola (City), a municipal corporation of Florida, and Offshore Inland Marine & Oilfield Services, Inc. (OIMO), a corporation authorized to do business in the State of Florida, for the purpose of immediately terminating the Lease Agreement for the City Port of Pensacola Warehouse 9 Leased Premises as hereinafter defined.

### Recitals:

WHEREAS, the City and OIMO entered into a Lease Agreement dated May 30, 2014, (Warehouse 9 Lease) for the lease of real property more particularly described as the existing 40,000 square foot steel-frame, aluminum sided warehouse commonly referred to as Port of Pensacola Warehouse 9 (Warehouse 9 Premises), which includes no surrounding land, further depicted in Exhibit A attached to the Warehouse 9 Lease, incorporated herein by this reference, and approximately three and one-half (3 ½) acres of undeveloped land immediately adjacent to the Warehouse 9 Premises (Ground Lease Premises) generally depicted in Exhibit B attached to the Warehouse 9 Lease, incorporated herein by this reference. Collectively the Warehouse 9 Premises and the Ground Lease Premises comprise the leased premises (Leased Premises); and

WHEREAS, Section 42 of the Warehouse 9 Lease provides the lease may be terminated by the City upon default; and

WHEREAS, OIMO has requested the City agree to immediate, early termination of the Warehouse 9 Lease, in lieu of default under the lease, and as consideration of the early termination, OIMO agrees the Leased Premises and all improvements, fixtures, equipment and personal property thereon shall immediately become the exclusive property of the City, however, with respect only to the equipment and personal property, OIMO and the City may mutually agree on temporary arrangements regarding the equipment and personal property in furtherance of this termination transaction; and

WHEREAS, OIMO has represented to City that OIMO will immediately surrender the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such land and property will be in good condition; and

WHEREAS, in lieu of default under the lease, and in consideration of possessing the Leased Premises and all improvements, fixtures, equipment and personal property thereon, the City agrees to immediate, early termination of the Warehouse 9 Lease, **provided however**, that OIMO expressly agrees to remain obligated to the City for timely payment of any rents, taxes, property taxes, fees, sums or amounts due under the Warehouse 9 Lease prior to termination, and the payment of any rents, taxes, property taxes, fees, charges, sums or amounts under any other lease between the parties or due to OIMO's past and current operations at the Port; and

WHEREAS, given the material representations above, the parties hereby agree to enter into this Termination of Lease Agreement;

NOW, THEREFORE, for and in consideration of One Hundred Dollars (\$100.00) the receipt and sufficiency of which is hereby acknowledged by the Parties, and of the representations of the parties above, and the terms and conditions as set forth in this Termination, and for other good and valuable consideration recited herein, the City and Palafox do hereby agree to keep, perform and observe the following provisions of this Termination.

Section 1. Recitals Incorporated. The Parties agree the recitals above are true and correct and are hereby incorporated into this Agreement as material terms.

Section 2. Immediate, Early Termination. The Parties hereby terminate the Warehouse 9 Lease effective as of the date first written above.

Section 3. City Possession of Leased Premises and Property. The Parties agree the Leased Premises and all improvements, fixtures, equipment and personal property thereon are now the exclusive property of the City.

Section 4. Payment Obligations Not Discharged. The Parties agree this termination of the Warehouse 9 Lease shall not discharge or relieve OIMO from timely payment of any rents, taxes, property taxes, fees, sums or amounts due under the Warehouse 9 Lease prior to termination, and the payment of any rents, taxes, property taxes, fees, charges, sums or amounts under any other lease between the parties or due to OIMO's past and current operations at the Port.

Section 5. No Refund. OIMO shall not be entitled to any refund of any rents, taxes, property taxes, fees, sums or amounts due under the Warehouse 9 Lease prior to termination, or any payment of any rents, taxes, property taxes, fees, charges, sums or amounts under any other lease between the parties or due to OIMO's past and current operations at the Port that OIMO has already paid to the City.

Section 6. Insurance and Indemnification. As a material term of this Termination agreement, OIMO represents and warrants to City that OIMO has provided all required liability insurance and property insurance coverage on the Leased Premises and improvements thereon pursuant to the Warehouse 9 Lease. Further OIMO covenants, warrants and attests that there exist no third party claims, demands or liens against it, the Leased Premises or improvements thereon, and that OIMO shall defend and indemnify the City against any and all such claims related to the Warehouse 9 Lease, any other lease between the parties or due to OIMO's past and current operations at the Port. OIMO shall remain liable and responsible for any and all claims and liabilities associated with the Warehouse 9 Lease arising prior to this Termination.

Section 7. No Dispute. Further, OIMO shall not, on behalf of itself as well as its parents, affiliates, lenders, associates, employees, contractors, agents, and all other entities connected or affiliated in any way with the Warehouse 9 Lease or its Termination herein, contest, dispute or legally challenge by any means and in any forum, any action by the City with respect to City

ownership and control of the Leased Premises and all improvements, fixtures, equipment and personal property thereon.

Section 8. OIMO Releases City. Immediately upon the effective termination as provided herein, the OIMO automatically and irrevocably, without the need for any further instrument or documentation, forever releases, waives, and completely discharges City (including their agents, attorneys, employees, officials, successors and assigns) of and from any and all claims, controversies, demands, obligations, debts, liabilities, damages, losses, causes of action, disputes, appeals or other demands for relief or claims of liability, past, present or future, known or unknown, suspected or unsuspected, of any nature, character, type or description whatsoever (including but not limited to any claims for attorney's fees, interest or other costs), legal or equitable.

Section 9. Binding Agreement. This Termination shall bind and inure to the benefit of the successors of the respective parties hereto.

Section 10. No Third Party Beneficiaries. Nothing in this Termination, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Termination.

Section 11. Entire Agreement. The parties hereto understand and agree that this Termination contains the entire agreement and understanding between the City and OIMO. The parties understand and agree that neither party nor its agents have made any representations or promises with respect to this Termination except as expressly set forth herein, and that no claim or liability shall arise for any representations or promises not expressly stated in this Termination. Any other written or oral agreement regarding the Warehouse 9 Lease, this Termination or the Leased Premises is expressly nullified upon the execution of this Termination unless otherwise specifically provided herein.

Section 12. Amendment. This Termination may not be altered, changed or amended, except by written instrument signed by both parties hereto in the same formality as the execution of this Termination. No provision of this Termination shall be deemed to have been waived by City, unless such waiver be in writing signed by City and addressed to OIMO, nor shall any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of City to insist upon the performance by OIMO in strict accordance with the terms hereof. The terms, provisions, covenants, and conditions contained in this Termination shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided herein.

Section 13. Counterparts. This Termination may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of each party.

Section 14. Corporate Authorization. The undersigned officer of OIMO hereby personally warrants and certifies that OIMO is a corporation in good standing and is authorized to do business



in the State of Florida. The undersigned officer of OIMO hereby further personally warrants and certifies that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Termination by his or her signature thereto. OIMO, as of the date of execution of this Termination, hereby represents and warrants to the City that it has the corporate power to enter into this Termination and to perform all acts required to be performed by OIMO and that the execution and delivery of this Termination have been duly authorized by all necessary corporate action.

Section 15. Prevailing Party Attorneys' Fees. The prevailing party in any action, claim or proceeding arising out of this Termination shall be entitled to attorney's fees and costs from the losing party.

Section 16. Rights and Remedies Cumulative. The rights and remedies of City hereunder shall be cumulative and shall be in addition to rights as otherwise provided at law or in equity, and failure on the part of City to exercise promptly any such rights afforded it by said laws shall not operate to forfeit any such rights.

Section 17. Non-Waiver of Immunity. The City enjoys sovereign immunity. Nothing contained in this Termination shall be construed as modifying, limiting, restricting or otherwise adversely affecting the sovereign immunity defenses and limitations available to the City.

Section 18. Severability. In the event any covenant, conditions or provision of this Termination is illegal, invalid or unenforceable by any court of competent jurisdiction, under present or future laws effective during the term of this Termination, such determination, then and in that event, will not materially prejudice the City as to rights or other obligations contained in the valid covenants, conditions or provision of this Termination that shall remain and continue in full force and effect.

Section 19. Venue. Venue for any claim, action or proceeding arising out of this Termination shall be Escambia County, Florida.

Section 20. State Law. The laws of the State of Florida shall be the law applied in resolution of any action, claim or other proceeding arising out of this Termination.

Section 21. Public Records. 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.

IN WITNESS WHEREOF, the parties have set their hands and seal the date first written above.

CITY OF PENSACOLA

By: \_\_\_\_\_  
Ashton J. Hayward, III, Mayor

ATTEST:

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

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

OFFSHORE INLAND MARINE &  
OILFIELD SERVICES, INC.

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Corporate Secretary  
Corporate Seal

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney

Approved as to content:

\_\_\_\_\_  
Port Director

## **Attachment "A"**

**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](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**

## AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES

THIS AMENDMENT NO 1 ("Amendment No. 1"), to the Lease Agreement for leased premises in Warehouse 1 located at the City of Pensacola Port of Pensacola ("Port") dated June 17, 2010 ("Original Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Pensacola ("City" or "Lessor") and Offshore Inland Marine & Oilfield Services, Inc. ("Lessee").

### Recitals:

WHEREAS, City and Lessee entered into the Original Agreement, incorporated herein by this reference, to lease space in the southern half (1/2) of Warehouse 1 and associated berth apron and open storage area located at the Port for the purpose of operating an offshore project vessel service center; and

WHEREAS, Lessee has outstanding amounts owing to the City and in lieu of default under the Original Agreement, Lessee has requested the City agree to a payment plan respecting such outstanding amounts; and

WHEREAS, Lessee agrees timely payment the above discussed outstanding amounts are material considerations in continuing with a lease between the parties, and that any lack of payment as required in the payment plan hereinafter described, for any reason, by Lessee shall give the City the absolute right to terminate the lease immediately, which right the City may exercise at its sole discretion; and

WHEREAS, Lessee has requested the City amend the Original Agreement to provide and incorporate the terms of the payment plan, the material nature of Lessee's compliance thereunder, and the City's right to immediately terminate the lease; and

WHEREAS, Lessee has represented to City that upon City determination to terminate the lease for any non-payment of monetary obligations, Lessee will immediately surrender all of the leased premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such land and property will be in good condition; and

WHEREAS, the parties find other terms and conditions of the Original Agreement require amendment; and

WHEREAS, given the material representations of Lessee as described above, the parties now desire to amend the Original Agreement;

NOW, THEREFORE, in consideration of One Hundred Dollars (\$100.00) the receipt and sufficiency of which are hereby acknowledged by the parties, and of the mutual covenants and agreements herein contained, it is agreed that the Original Agreement shall be hereby amended as follows:

1. The Recitals above are true and correct and are hereby incorporated as a material part of this Amendment No. 1.

2. Section 4 of the Original Agreement hereby amended to add the following fourth (4<sup>th</sup>) paragraph:

Lessee expressly agrees that no later than the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month following completion of the Lessor improvements contemplated in Section 9(b) herein, such status of completion of improvements to be the sole discretion of the Lessor and to be documented by written notice of completion by the Port Director, the Leased Premises will on that date expand to include all of Warehouse 1, specifically adding the northern half (1/2) of Warehouse 1 to the definition of Leased Premises, and on that date Lessee shall be obligated to all rental rates pursuant to Section 6 applied to the entire Warehouse 1 Leased Premises and such shall be due and owing by Lessee to Lessor.

3. Section 5 of the Original Agreement is deleted in its entirety.

4. New Section 5 of the Original Agreement hereby created in its entirety to read:

**5. OUTSTANDING AMOUNT PAYMENT PLAN.**

(a) Lessee acknowledges and agrees that as of March 15, 2017 Lessee failed to pay past-due outstanding amounts in dockage or vessel fees and related charges of no less than Two Hundred Sixty Nine Thousand Two Hundred and Forty Seven Dollars (\$269,247.00) immediately owing to the City, and in lieu of default upon request from Lessee, the City will agree to a payment plan respecting such outstanding amounts as further described in this Section 5(a). Lessee agrees the unwanted continued existence of these outstanding amounts are material considerations in continuing this Agreement between the parties, and that any lack of payment as required in the payment plan hereinafter described, for any reason, by Lessee shall give the City the absolute right to terminate the lease immediately, which right the City may exercise at its sole discretion. Therefor, in addition to timely payment of monthly rents, utility, fees, taxes, charges, payments, or other monetary obligations under this Agreement or any other agreement, or owing as a result of Lessee's operations at the Port, Lessee shall pay Ten Thousand Dollars (\$10,000.00) per month toward the outstanding past-due balance, with a final balloon payment for the entire outstanding amount including interest at twelve percent (12%) per annum as further described and calculated in the Port Tariff, by no later than September 30, 2017. Lessee expressly acknowledges the material nature of Lessee's compliance with the payments as herein stated, and the City's right to immediately terminate the lease for any non-payment hereunder. Upon City determination to terminate the lease for any non-payment of monetary obligations, Lessee will immediately within twenty (20) days, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such

land and property will be in good condition.

(b) Lessee further acknowledges and agrees that as of March 15, 2017 Lessee failed to pay past-due outstanding amounts in dockage or vessel fees and related charges of no less than Three Hundred Sixty Three Thousand Dollars (\$363,000.00) owing to the City, and in lieu of default upon request from Lessee, the City will agree to a payment plan respecting such outstanding amounts as further described in this Section 5(b). Lessee agrees the unwanted continued existence of these outstanding amounts are material considerations in continuing this Agreement between the parties, and that any lack of payment as required in the payment plan hereinafter described, for any reason, by Lessee shall give the City the absolute right to terminate the lease immediately, which right the City may exercise at its sole discretion. The parties acknowledge and agree that Grant reimbursement of certain project related expenses incurred by Lessee is in question. Therefore, in addition to timely payment of monthly rents, utility, fees, taxes, charges, payments, or other monetary obligations under this Agreement or any other agreement, or owing as a result of Lessee's operations at the Port, and the payment of Ten Thousand Dollars (\$10,000.00) per month toward the outstanding past-due balance discussed in Section 5(a) above, upon determination by the Port Director with the prior consent of the City Chief Financial Officer, Lessee shall remit to Lessor any unabated balance remaining from the Three Hundred Sixty Three Thousand Dollars (\$363,000.00) in outstanding receivables owed by Lessee to Lessor but which are held in abeyance. Upon determination of the Port Director with the prior consent of the City Chief Financial Officer that any or all of the entire outstanding balance in this Section 5(b) is not covered by the Grant, then, in the sole discretion of the Port Director and with the prior consent of the City Chief Financial Officer, any, if any, reduction, credit or offset of the entire outstanding balances shall be determined by the Port Director with the prior consent of the City Chief Financial Officer. After any such offset, if any, any remaining balance, which may include any interest on such amounts at twelve percent (12%) per annum as further described and calculated in the Port Tariff, shall be remitted by Lessee to Lessor no less than ninety (90) days from the date of written notice from the Port Director to the Lessee regarding the amount remaining owed and terms of repayment. Lessee expressly acknowledges the material nature of Lessee's compliance with the payments as herein stated, and the City's right to immediately terminate the lease for any non-payment hereunder. Upon City determination to terminate the lease for any non-payment of monetary obligations, Lessee will immediately within twenty (20) days, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such land and property will be in good condition.

5. Section 6 of the Original Agreement is hereby amended in its entirety to read:

6. **RENT.**

(a) Effective upon the Commencement Date of this Agreement, and as compensation for the exclusive use of the facilities described in Section 4 above, Lessee shall pay to Lessor rent in the amount of One Hundred Four Thousand Four Hundred Dollars (\$104,400.00) per year payable in twelve (12) equal monthly payments of Eight Thousand Seven Hundred Dollars (\$8,700.00) per month, plus sales tax, due and payable in advance on the first (1<sup>st</sup>) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

(b) Rental rates for Lessee's expansion of its Leased Premises to include the entirety of Warehouse 1, expanding into the northern half (1/2) of Warehouse 1, whether undertaken in accordance with the terms of Section 4, Section 8 or Section 9(b) of this Agreement, shall be at the applicable per square foot rental rate then being paid by Lessee multiplied by the total number of square feet of Lessee's expanded Leased Premises with the total of Warehouse included, and inclusive of revision or expansion thereof, plus sales tax, for the entirety of Warehouse 1 due and payable in advance on the first (1<sup>st</sup>) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

(c) Any additional space, whether taken by Lessee in accordance with Section 4, Section 8 or Section 9(b) of this Agreement or any other additional space occupied by Lessee, shall immediately be incorporated into, and considered part of, Lessee's Leased Premises, and all terms and conditions of this Agreement shall be at the applicable per square foot rental rate then being paid by Lessee multiplied by the total number of square feet of Lessee's Leased Premises, due and payable in advance on the first (1<sup>st</sup>) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

6. Section 8 of the Original Agreement is hereby amended in its entirety to read:

8. **EXPANSION.** In the event Lessee desires to expand its Warehouse 1 leasehold into portions of the northern half (1/2) of Warehouse 1 prior to completion of the improvements as addressed in Section 9(b) below, contingent upon full satisfaction of outstanding amounts in Section 5 above, Lessee may request, in advance, in writing to the Port Director, such expansion on a temporary or permanent basis, the grant of any such expansion to be made in the sole discretion of Lessor. The Mayor, in consultation with the Port Director, shall have the sole discretion to determine whether or not to grant any expansion request. If granted, this Lease shall be immediately amended by simple letter agreement between the parties hereto to reflect the revised boundaries of the Leased Premises, with the Mayor having full authority to sign any such agreement.

7. Section 9 of the Original Agreement is hereby amended in its entirety to read:



## 9. IMPROVEMENTS.

### (a) Improvements by Lessee

Lessee may install or construct within the southern half (1/2) of the Warehouse 1 Leased Premises all necessary equipment, fences, loading terminals, storage and maintenance buildings, offices and other facilities necessary to conduct the business herein authorized, with consent or approval by the Lessor. Lessee shall not construct any exterior improvements or alterations or alter or add to any exterior improvements without having first obtained the written consent of Lessor. Lessee shall submit to Lessor detailed plans and specifications for any contemplated exterior improvements or alterations before Lessor shall be required to give such consent, which consent shall not be unreasonably withheld. Lessor shall respond to any such submittal by approving or disapproving the same within thirty (30) business days of receipt; if Lessor fails to disapprove the submitted plans and specifications (and give the reasons for such disapproval) in writing within such thirty (30) business day period, Lessor shall be deemed to have approved the plans and specifications and the contemplated improvements. Lessee shall bear the cost of any such construction or alteration undertaken by Lessee.

Prior to any construction, improvement or alteration, Lessee shall obtain all required permits from all governmental agencies having jurisdiction over the Leased Premises or the activities conducted thereon and any construction, improvements or alterations shall be in accordance with all ordinances, laws, rules and regulations applicable thereto.

After the expiration, termination or cancellation of this Agreement including without limitation a default by Lessee, **except in circumstances as specified in Section 5 above**, Lessee shall remove any and all improvements it has placed or had placed on the Leased Premises or the property over which any easement is hereunder granted in no less than three (3) months from the date of expiration, termination or cancellation, provided however, that the full rent and other charges due under this Agreement shall continue until all such the improvements and alterations are removed, with all said charges being prorated on a daily basis. Further, Lessee shall not remove any of such improvements until it has discharged all of its obligations under this Agreement, including without limitation the payment in full of all rents and other amounts due (except as provided herein to the contrary), and Lessor shall have a lien on such improvements and all other property of Lessee for all delinquent rents and other amounts.

Lessee shall repair any damage to the Leased Premises caused by the removal by Lessee of any improvements from the Leased Premises. Failure by the Lessee to remove any improvements, alterations, or other property, real or

personal, within the three (3) month period shall constitute an abandonment of said property and Lessee agrees that any such property shall become the property of the Lessor. Further, Lessee shall reimburse Lessor for any and all costs resulting from any requirement for the Lessor to remove, store, alter, or in any way dispose of all property left by Lessee. During any such period, Lessee shall not introduce or store any new property in or about the Leased Premises or undertake any other business activity in the Leased Premises or at the Port except for the removal of such improvements, equipment, materials and property previously stored in the Leased Premises.

**(b) Lessor Improvements.**

The parties acknowledge the Lessor contemplates the construction of certain improvements pursuant to FDOT Transportation Economic Development Project Fund Agreement FPN# 422354-2-94-01 ("Grant"), attached hereto as Exhibit B and incorporated herein by this reference, provided however, only to the extent such Lessor improvements may be designed and constructed by Lessor at a cost not to exceed the total amount of project funding provided by the Grant.

In the event the desired improvements are deemed, by the Port Director with the prior consent of the City Chief Financial Officer, to exceed Grant budgetary parameters, the Port Director with the prior consent of the City Chief Financial Officer, in their sole discretion may either terminate such improvements, evaluate reduction in project scope and design to assess feasibility of improvements, or, contingent upon full satisfaction of outstanding amounts in Section 5 above, permit Lessee to pay, at Lessee's sole cost and expense, in advance of any construction, one hundred percent (100%) of any cost in excess of budgetary parameters and any associated costs.

As provided in Section 4 above and Section 6(b) above, upon completion of Lessor's improvements in this Section 9(b), Lessee shall occupy and pay rent on the total space of Warehouse 1. Upon occupation of Warehouse 1 hereunder, Lessee shall simultaneously become solely responsible, at Lessee's sole cost and expense, for maintaining the improvement in strict accordance with all manufacturer guidelines, any applicable Grant guidelines, and to the satisfaction of Lessor. Lessor may, in Lessor's discretion, inspect improvements as Lessor deems necessary.

Notwithstanding anything in this Agreement to the contrary, title to improvements in this Section 9(b) shall vest in Lessor upon completion and shall in no event be removed by Lessee.

8. Section 14 of the Original Agreement is hereby amended in its entirety to read:

14. **DOCKAGE FEES.** With the exception of the fees addressed in Section 5 above, unless otherwise requested on a case-by-case basis by Lessee and

approved by Lessor, dockage fees assessed against vessels calling at Lessee's facility shall be billed to and paid by Lessee. The dockage rate for all vessels calling at Lessee's facility shall be sixty percent (60%) of the applicable full Port Tariff rates then in effect, or the any applicable frequency or volume incentive rate requested by Lessee and approved by the Port Director in accordance with applicable provisions of the Port Tariff.

9. Section 15 of the Original Agreement is hereby amended in its entirety to read:

15. **VESSEL SECURITY AND HARBOR FEES.** With the exception of the fees addressed in Section 5 above, unless otherwise requested on a case-by-case basis by Lessee and approved by Lessor, vessel security and harbor fees assessed against vessels calling at Lessee's facility shall be billed to and paid by Lessee. Vessel security and harbor fees shall be assessed at one hundred percent (100%) of the Port Tariff rates then in effect.

10. Section 20 of the Original Agreement is hereby amended in its entirety to read:

20. **UTILITIES.** For any required utilities, Lessee shall arrange for direct billing with the appropriate utility provider. If direct billing is not possible due to the placement or routing of utility infrastructure, Lessor and Lessee shall develop a mutually agreeable methodology by which the Lessor will bill the Lessee its pro-rata share of those utilities. Construction, installation and maintenance of any improvements to utility infrastructure required to support Lessee's operations shall be at the sole cost and expense of Lessee, other than construction of any utility infrastructure under Section 9(b) above that are within budgetary parameters. This stipulation does not apply to the provision of potable water to vessels, which is a service provided by the Port of Pensacola, Operations Division. Provision of potable water to vessels must be requested in advance in accordance with Port Tariff Item 440 and all applicable fees as expressed in Port Tariff Item 440 and Port Tariff Item 442 will be assessed to the party responsible for payment of vessel fees as described in Section 14 and 15 of this Agreement.

11. Section 21 of the Original Agreement is hereby amended in its entirety to read:

21. **MAINTENANCE.** Lessee shall maintain the leasehold improvements of whatever nature situated on the Leased Premises at its own expense. Lessee shall at all times maintain the Leased Premises in a safe, neat and orderly manner; free from trash, debris or other unsafe, unsightly or unsanitary matter. Should Lessee fail to maintain the Leased Premises in a safe, neat and orderly manner, the Lessor reserves the right to intervene in the resolve such matters after a period of seventy-two (72) hours. All costs for such intervention by the Lessor will be the responsibility of Lessee, at Lessee's sole cost and expense, pursuant to the Port of Pensacola Terminal Tariff. Lessor's obligation, if any, to maintain the Leased Premises shall be

limited to major structural components, including but not necessarily limited to those items listed in Section 23. All other maintenance, including maintenance of any and all improvements constructed or placed by the Lessee, shall be the responsibility of the Lessee, at Lessee's sole cost and expense.

With the exception of improvements pursuant to Section 9(b) above, Lessee has the right to make any and all repairs to the Leased Premises or the supporting improvements that are the responsibility of Lessor to correct conditions that immediately and significantly threaten its leasehold improvements, warehouse contents, or operations thereof. Lessee shall notify Lessor of any such intended repair action at least fifteen (15) days prior to the work being performed unless said work must be performed immediately to address an emergency situation (i.e., to prevent the threat of imminent property damage or personal injury or a material interruption of Lessee's business operations), in which event Lessee may perform such work immediately without notice or expiration of a waiting period (but Lessee shall notify Lessor of such repair work as soon as practicable following initiation of emergency repair efforts). Notwithstanding the foregoing, in no event shall Lessee have the right to proceed with work until approved by the Port Director. This provision will not be exercised unreasonably by Lessor or Lessee, but is intended to allow Lessee to protect the substantial investment being made in the leasehold improvements and Lessee's business operation. If Lessee undertakes repairs that are the responsibility of Lessor, upon approval of Lessor, Lessor shall reimburse Lessee for the reasonable and necessary costs and expenses incurred by Lessee therefore.

12. Section 23 of the Original Agreement is hereby amended in its entirety to read:

**23. REPRESENTATIONS CONCERNING CONDITION.** Lessor warrants and represents that the real property of the Leased Premises, and excepting any improvements under Section 9 above, are in good and serviceable condition and in compliance with all applicable laws, codes and regulations with respect to all major structural components including, but not limited to, the following:

- (a) roof and structural components thereof
- (b) exterior walls and structural components thereof
- (c) gutters/drains/downspouts
- (d) plumbing, drains and storm drains
- (e) basic electrical supply and distribution
- (f) foundation and loading docks
- (g) doors (personnel and cargo)

13. Section 35 of the Original Agreement is hereby amended in its entirety to read:

**35. SURRENDER.** Subject to the provisions of Section 5 above, upon the

expiration or termination of this Lease for any cause, Lessee shall peaceably deliver up the Leased Premises to the Lessor in the same condition as existed, on the date of this Agreement, ordinary wear and tear, excepted, with all improvements to become the sole property of the Lessor and to be surrendered by Lessee in same or better condition as upon completion of installation.

14. Section 36 of the Original Agreement is hereby amended in its entirety to read:

36. **DEFAULT.** Prompt payment by Lessee of all rents and other monetary obligations hereunder at the time the same becomes due and payable and the prompt and faithful performance of all the terms and conditions hereof are the conditions upon which this Lease Agreement is made. With the exception of the provisions of Section 5 above, in the event that Lessee should fail to comply with the terms of this Lease, and said default shall continue for a period of thirty (30) days after written notice to Lessee, Lessor, at its option, may declare this Lease terminated and may pursue all legal options available to it. If the default is a non-monetary default, Lessor shall not terminate the Lease or exercise any other right or remedy provided that Lessee is diligently proceeding to cure said default.

If Lessor defaults in the performance or observance of any provision of this Lease Agreement, Lessee shall give Lessor notice specifying in what manner Lessor has defaulted and if such default shall not be cured by Lessor within thirty (30) days after the delivery of such notice (except that if such default cannot be cured within said thirty (30) day period, this period shall be extended for a reasonable additional time, provided that Lessor commences to cure such default within the thirty (30) day period and proceeds diligently thereafter to effect such cure), then, in addition to such other remedies as are available at law or in equity, Lessee may cure such default and invoice Lessor for the reasonable and necessary costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by Lessee therefore

15. Section 38 of the Original Agreement is hereby amended in its entirety to read:

38. **NOTICES.** Any notices required by this Lease Agreement or by law to be sent to Lessor shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or certified mail, return receipt requested, addressed to Lessor as follows:

Port Director  
Port of Pensacola  
700 South Barracks Street  
Pensacola, Florida 32502

with a copy to:  
City of Pensacola  
Attn: City Administrator  
222 W. Main Street

Pensacola, Florida 32502

Any notices required by this Lease Agreement or by law to be sent to Lessee shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or certified mail, return receipt requested, addressed to Lessee as follows:

Chief Financial Officer  
Offshore Inland Marine & Oilfield Services  
640 S. Barracks St.  
Pensacola, FL 32502

Either party may change the above address by providing 10 days advance written notice to the other party.

16. Section 39 of the Original Agreement is hereby amended in its entirety to read:  
39. **ADMINISTRATION OF AGREEMENT.** The Port Director shall serve as administrator of this Agreement on behalf of the Lessor. Administrator of this Agreement on behalf of the Lessee shall be the Chief Financial Officer.
17. Section 41 of the Original Agreement is hereby amended in its entirety to read:  
41. **TAXES.** During the term of this Agreement, Lessee shall be responsible for all taxes and assessments levied on the Leased Premises and improvements, including all improvements under Section 9 above, regardless of whether Lessee or Lessor is billed.
18. Section 42 of the Original Agreement is hereby deleted in its entirety.
19. New Section 42 of the Original Agreement is hereby created to read:  
42. **PUBLIC RECORDS.** 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.
20. New Attachment A to the Original Agreement is hereby created to read:

*(attached hereto as Attachment A to this Amendment No. 1)*

3. The remainder of the Agreement not amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Original Agreement.

**CITY OF PENSACOLA, FLORIDA**

**OFFSHORE INLAND & MARINE  
OILFIELD SERVICES, INC. .**

\_\_\_\_\_  
Mayor, Ashton J. Hayward, III

Attest:

By \_\_\_\_\_  
President

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

Attest:

SEAL

By: \_\_\_\_\_  
Corporate Secretary

(SEAL)

Witnesses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witnesses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney

Approved As To Substance:

\_\_\_\_\_  
Department Director/Division Head



## **Attachment "A"**

**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](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00254

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

NEW MARKET TAX CREDIT UNWIND

### **RECOMMENDATION:**

That City Council authorize the Mayor to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction. This includes but is not limited to executing an Interlocal Agreement with the Community Maritime Park Associates, Inc. (CMPA) and the Community Redevelopment Agency (CRA) to terminate the Project Support Payments to the CMPA. Further, as provided in the CMPA Articles of Incorporation, that the City accept the CMPA's distributed assets. In addition, that upon NMTC unwind, when the City owns the CTA Investment Fund that City Council authorize the Mayor to forgive the loans made to the CMPA.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

In order to finance the development and construction of the public improvements at the Maritime Park, the City of Pensacola issued Redevelopment Revenue Bonds in December 2009. Approximately \$39.8 million of the bond proceeds were loaned by the City to CTA Investment Fund, LLC (the "Investor") and combined with other funds of the Investor to make equity investments in three separate Community Development Entities (CDEs) to take advantage of New Market Tax Credits (NMTC) under Section 45D of the Internal Revenue Code of 1986 and Section 288 of the Florida Statutes.

With these funds, the CDEs made mortgage loans to the CMPA on May 27, 2010 totaling approximately \$54 million to finance the public use portion of the Maritime Park. The loans have required monthly interest payments which have been paid from Project Support payments received by the CMPA from the CRA. Effective July 1, 2017, monthly principal payments will begin and continue through final maturity in 2040 unless the NMTC structure is collapsed.

The City entered into a "put and call" agreement with U.S. Bancorp Community Development Corporation (USBCDC), the owner of 100% of the Investor. The agreement allows the USBCDC to "put" its interest in the Investor to the City. If USBCDC exercises this option, the City will pay a purchase price of \$1,000 plus any transfer or closing costs. In the event the "put" is not exercised, the City can exercise a "call" option to

purchase the ownership interest in an amount equal to the fair value of the interest.

The “put and call” option becomes exercisable after May 27, 2017, seven (7) years after the NMTC transaction originated. Per conversations with USBCDC, it is contemplated that the “put” option will be exercised therefore City Staff has been consulting with NMTC attorneys in preparation of the exit strategy. Once the “put” option is exercised, the City will own the CTA Investment Fund and its interest in the CDEs. The City will have the option to cause the CDEs to distribute to the City the loans from the CDEs to the CMPA and following such distribution, to forgive the loans to the CMPA.

Upon loan forgiveness, the NMTC structure will be collapsed and the compliance requirements will no longer be in effect. At that time a Supplemental Interlocal Agreement will be executed to terminate the Project Support payments from the CRA to the CMPA so that the CRA can make such payments to fund debt service on the Redevelopment Revenue Bonds. Finally the CMPA’s CDE Management Reserve bank accounts funded during origination of the NMTC transaction to pay the CDE annual loan servicing will be exhausted when the final payment is paid to the CDEs on May 1, 2017.

At the CMPA Board of Trustees Meeting on March 22, 2017 the Trustees unanimously approved the following action:

That the CMPA Board of Trustees authorize Chairman Reeves to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction, included but not limited to executing an Interlocal Agreement with the City and Community Redevelopment Agency to terminate the Project Support payments. Further that the Board authorize the Chairman to distribute CMPA’s assets to the City as outlined in CMPA’s Articles of Incorporation and wrap up the financial affairs of the CMPA.

The CRA will be considering the following item at its CRA Board Meeting on Monday, April 10, 2017:

That CRA authorize the CRA Chairperson to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction, included but not limited to executing an Interlocal Agreement with the Community Maritime Park Associates, Inc. (CMPA) and the CRA to terminate the Project Support Payments to the CMPA.

#### **PRIOR ACTION:**

March 27, 2006 - City Council approved an Interlocal Agreement between the City and the CRA providing for financial assistance in the development, design, constructing and equipping of infrastructure and public improvements at the Community Maritime Park.

March 27, 2006 - City Council approved the Master Development Agreement and Master Lease Agreement between the City and the CMPA related to the development, construction and operation of the Community Maritime Park.

October 9, 2006 - City Council adopted Resolution 34-06 declaring its intention to finance certain capital expenditures for the Community Maritime Park through the issuance of new debt.

October 8, 2009 - City Council adopted Resolution 33-09 authorizing the issuance of Redevelopment Revenue Bonds, Series 2009 and approved all actions necessary to complete the sale. Further, that Bonds be issued in an amount not to exceed \$48 million.

March 11, 2010 - City Council adopted Resolution 03-10 designating the CMPA as an instrumentality of the City and accepting the power to appoint and remove Trustees of the CMPA.

May 13, 2010 - City Council adopted Resolution 14-10 amending Resolution 33-09 (Redevelopment Revenue Bonds, Series 2009).

May 13, 2010 - City Council adopted Resolution 15-10 authorizing the City Manager to execute all documents necessary to obtain NMTC funding for the Community Maritime Park.

May 13, 2010 - City Council approved the Omnibus Amendment to the March 27, 2006 Master Development Agreement and Master Lease Agreement between the City and the CMPA.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

There is no financial impact to the City. The funds for the estimated transfer and closing costs are appropriated in the CRA Fiscal Year 2017 Budget.

**CITY ATTORNEY REVIEW:** Yes

3/31/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 17-00241

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - VIDEO DETECTION EQUIPMENT

**RECOMMENDATION:**

That City Council authorize the Mayor to execute and implement a Joint Participation Agreement (JPA) with FDOT for the purchase of Video Detection Equipment to be installed at certain state-owned intersections within the City. Further, that City Council adopt a supplemental budget resolution appropriating the funds from the FDOT. Finally that City Council authorize the Mayor to take any and all actions necessary to execute and implement the JPA with the FDOT.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has requested \$57,250 from FDOT to purchase Video Detection Equipment for the following intersections that are State owned within City limits:

- E. Garden Street and S. Palafox Street
- W. Garden Street and S. "A" Street
- W. Cervantes Street and N. "A" Street
- S. Pace Boulevard and Barrancas Avenue

More specifically, this equipment will provide improved vehicular detection of traffic at the intersections versus placement of the in-ground conductive loops that are cut into the pavement surface, which is considered dated-technology. With this advanced technology, trouble shooting the traffic signals/intersections will be expedited and traffic lanes will not have to be closed to perform any kind of repair. This results in maintenance cost savings to the City for each location and less impact and delay to the traveling public. These locations are also located within the FY17 Street Rehabilitation Project (groups 7, 8, and 9) area and would result in a cost savings to each group due to the omission of new traffic loops placed in the pavement, because of this updated technology.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$57,250

Actual: \$57,250

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the funding from the FDOT, per the JPA for the referenced improvements. There will be no required re-payment of the subject funds to FDOT.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

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

**ATTACHMENTS:**

- 1) Joint Participation Agreement
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Explanation

**PRESENTATION:** No

Financial Project Number(s): N/A  
COUNTY: ESCAMBIA

**JOINT PROJECT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF PENSACOLA**

**Video Detection Equipment**

This AGREEMENT is between the State of Florida Department of Transportation (the "DEPARTMENT"), and the City of Pensacola, with offices at 222 West Main Street Pensacola, FL 32502 (the "CITY"). The DEPARTMENT and the CITY are sometimes referred to in this AGREEMENT as a "Party" and collectively as the "Parties."

1. The Parties are desirous of having the CITY install video detection equipment at four locations identified within this agreement, identified to the Parties as the "PROJECT"; and
2. The DEPARTMENT is prepared to reimburse the CITY for direct costs of purchasing video detection cameras for the PROJECT in an amount up to but not to exceed FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$57,250.00) that it has allocated in the fiscal year designated as FY 2018; and
3. This AGREEMENT is in the best interest of both the Parties, and it would be more practical, expeditious, and economical for the CITY to perform such activities; and
4. The CITY by a vote of its City Commission on \_\_\_\_\_, 2017 has authorized the proper CITY officials to enter into this AGREEMENT. A copy of the resolution is included on Exhibit "C."

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, and in compliance with Sections 334.044 and 339.12, Florida Statutes, F.S., the Parties agree to the following:

**5 – SERVICES AND PERFORMANCE**

- A. The recitals set forth in paragraphs 1-4 above are true and correct and are deemed incorporated herein.
- B. The CITY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and adhere to the criteria for evaluating successful completion. The PROJECT and the



quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A" – Scope of Services.

- C. The CITY shall obtain any and all necessary permits as required for completion of the PROJECT.
- D. The CITY agrees that all work performed and materials used in administering the PROJECT shall be in accordance with the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, Design Standards and Federal Manual of Uniform Traffic Control Devices ("MUTCD"), the DEPARTMENT'S Structures Design Manual, the DEPARTMENT'S Plans Preparation Manual ("PPM"), Manual for Uniform Minimum Standards for Design, Rule 14-51, Florida Administrative Code, and the DEPARTMENT'S Traffic Engineering Manual ("TEM"). The CITY shall not perform any work and/or use any materials in administering the PROJECT which are not in accordance with the foregoing without the prior written consent of the DEPARTMENT.
- E. If the CITY hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, F.S.).
- F. The CITY shall not sublet, assign or transfer this AGREEMENT without prior written consent of the DEPARTMENT.
- G. Upon completion of the work authorized by this AGREEMENT, the CITY shall notify the DEPARTMENT in writing of completion.
- H. The CITY:
  - i). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of the AGREEMENT; and
  - ii). Shall expressly require any subcontractors performing work or providing services pursuant to the AGREEMENT to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the AGREEMENT.
- I. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

**FOR THE CITY:**

City of Pensacola  
222 West Main Street  
Pensacola, FL 32502  
Attn: L. Derrik Owens, Public Works Director

**FOR THE DEPARTMENT:**

Florida Department of Transportation  
District Traffic Operations Office  
Post Office Box 607  
Chipley, Florida 32428  
Attn: Kenneth Shiver, District Traffic Systems Specialist

**6 – COMPENSATION AND PAYMENT**

- A. The DEPARTMENT shall reimburse the CITY for direct costs of the PROJECT actually incurred by the CITY, excluding CITY overhead, in an amount up to but not to exceed **FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$57,250.00)** that the DEPARTMENT has allocated in its fiscal year designated as FY 2018 for services described in Exhibit “A” – Scope of Services. It shall be noted that any accrued funding allocated by the DEPARTMENT in any previous fiscal year toward the PROJECT shall be permitted to “roll over” to be available for expenditure by the CITY in subsequent fiscal years. Any additional costs, or other items not covered by this AGREEMENT shall be the CITY’S sole responsibility. The Method of Compensation is included as Exhibit “B.”
- B. The DEPARTMENT shall reimburse the CITY contingent upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall include a copy of the canceled check tendered by the CITY to the consultant/contractor/vendor who performed the work or provided services or materials under the PROJECT. Supporting documentation shall also include dates of services and items of work performed on the PROJECT.
- C. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable deliverables as established in Exhibit “A” – Scope of Services. Deliverables must be received and accepted in writing by the DEPARTMENT’s Project Manager or designee prior to reimbursements.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” – Scope of Services was met.

- i). See the Exhibit "B" for additional measurement and payment provisions.
- E. The CITY may receive progress payments for deliverables based on documented expenses incurred in support of the PROJECT, and where applicable the vendor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapter 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the CITY is unsatisfactory, the DEPARTMENT shall notify the CITY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The CITY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the CITY 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 CITY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the CITY resolves the deficiency. If the deficiency is subsequently resolved, the CITY may bill the DEPARTMENT for the retained amount during the next billing period. If the CITY is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. The CITY should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days unless bid specifications, purchase order, or the AGREEMENT specifies otherwise. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- H. If a payment is not available within forty (40) days after receipt of a properly completed invoice, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices that have to be returned to the CITY because of CITY 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.

- I. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- J. The DEPARTMENT shall make payment(s) by check payable to the City of Pensacola, and forward payment(s) to: L. Derrik Owens, 222 West Main Street Pensacola, FL 32502.
- K. 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 one (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 \$25,000.00 and which have a term for a period of more than one (1) year.
- L. The DEPARTMENT'S obligation to pay under this section is contingent upon an annual appropriation of the Florida Legislature.
- M. 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 for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the CITY'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.
- N. There shall be no reimbursement for travel expenses under this AGREEMENT.
- O. The DEPARTMENT shall have the right to retain out of any payment due the CITY under this AGREEMENT an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the CITY on any other Agreement between the CITY and the DEPARTMENT.
- P. PROJECT costs eligible for DEPARTMENT participation shall be allowed only for costs incurred after the date of final execution of this AGREEMENT.

## 7 – INDEMNITY 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 the 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 CITY guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the CITY or any subcontractor, in connection with this AGREEMENT. Additionally, the CITY agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this AGREEMENT.

“To the fullest extent permitted by law the CITY’S contractor shall indemnify and hold harmless the CITY, the State of Florida, Department of Transportation, and its 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 contractor and persons employed or utilized by contractor in the performance of this Contract.

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 CITY’S sovereign immunity.

To the fullest extent permitted by law, the CITY’S consultant shall indemnify and hold harmless the CITY, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the 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 CITY’S sovereign immunity.”

- B. If the CITY obtains a contractor/consultant for the PROJECT, The CITY shall carry or cause its contractor/consultant to carry and keep in force during the period of this AGREEMENT a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this AGREEMENT. In addition to any other forms of insurance or bonds required under the terms of the AGREEMENT, when it includes construction within the limits of a railroad right-of-way, the CITY must provide

or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended. The CITY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. With respect to any general liability insurance policy required pursuant to this AGREEMENT, all such policies shall be issued by companies licensed to do business in the State of Florida. The CITY shall provide to the DEPARTMENT certificates showing the required coverage to be in effect with endorsements showing the DEPARTMENT to be an additional insured prior to commencing any work under this AGREEMENT. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days advance notice shall be given to the DEPARTMENT or as provided in accordance with Florida law.

## **8 – COMPLIANCE WITH LAWS**

- A. The CITY shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CITY in conjunction with this AGREEMENT. Specifically, if the CITY is acting on behalf of a public agency the COUNTY shall:
1. Keep and maintain public records required by the DEPARTMENT in order to perform the services being performed by the CITY.
  2. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and upon request from the DEPARTMENT, provide the DEPARTMENT with a copy of the requested record at no cost to the DEPARTMENT.
  3. 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 and following completion of the AGREEMENT if the CITY does not transfer the record to the DEPARTMENT.
  4. Upon completion of the AGREEMENT, transfer, at no cost to the DEPARTMENT, all public records related to the AGREEMENT in possession of the CITY or keep and maintain public records required by the DEPARTMENT to perform the service. If the CITY transfers all public records to the DEPARTMENT upon completion of the AGREEMENT, the CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of the AGREEMENT, the CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT'S custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

Failure by the CITY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT. The CITY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the CITY and shall promptly provide the DEPARTMENT a copy of the CITY'S response to each such request.

- B. The CITY warrants that it has not employed or obtained any company or person, other than bona fide employees of the CITY to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the CITY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the AGREEMENT without liability.
- C. The CITY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof. The CITY shall not discriminate on the grounds of race, color, religion, sex or national origin in performance of work under this AGREEMENT.
- D. This AGREEMENT is governed by and shall be construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this AGREEMENT shall be in Leon County, Florida.
- E. No funds received pursuant to this AGREEMENT may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- F. The CITY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this AGREEMENT.
- G. Any PROJECT funds made available by the DEPARTMENT pursuant to this AGREEMENT which are determined by the DEPARTMENT to have been expended by the CITY 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 CITY 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.
- H. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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, for CATEGORY TWO for a period of 36



months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

## **9 – TERMINATION AND DEFAULT**

- A. If the DEPARTMENT determines the performance of the CITY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the AGREEMENT, or (b) notifying the CITY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the AGREEMENT will be terminated at the end of such time, or the DEPARTMENT will take whatever action is deemed appropriate by the DEPARTMENT.
- B. The DEPARTMENT may cancel this AGREEMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to terminate or cancel this AGREEMENT in the event the CITY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this AGREEMENT in the event of an assignment being made for the benefit of creditors. This AGREEMENT may be canceled by the CITY upon (60) sixty days written notice to the DEPARTMENT.
- C. If the DEPARTMENT requires termination of the AGREEMENT for reasons other than unsatisfactory performance of the CITY, the DEPARTMENT shall notify the CITY of such termination, with instructions to the effective date of termination or specify the stage of work at which the AGREEMENT is to be terminated.
- D. If the AGREEMENT is terminated before performance is completed, the CITY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the CITY.

## **10 - MISCELLANEOUS**

- A. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is

further agreed that no modification, amendment, or alteration in the terms and conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- B. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the CITY under any circumstances without the prior written consent of the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.
- C. In no event shall the making by the DEPARTMENT of any payment to the CITY 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 CITY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- D. Unless otherwise provided herein or by Amendment, the provisions of this AGREEMENT will remain in full force and effect until the PROJECT is completed and appropriate reimbursements are made, or for a one (1) year term from the date of execution of this AGREEMENT, whichever occurs first.
- E. The CITY agrees to comply with, and to incorporate in all subcontracts the obligation to comply with, Section 20.055(5), Florida Statutes and Section 255.0991, Florida Statutes.
- F. The effective date of this AGREEMENT shall be the latest date on which a party executes this AGREEMENT.

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IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the dates set forth below.

CITY OF PENSACOLA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ (Seal)

LEGAL REVIEW:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Phillip Gainer, P.E.  
District Secretary  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Krissy Cook  
Executive Secretary (Seal)

LEGAL REVIEW:

By: \_\_\_\_\_  
Office of the General Counsel

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## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **Video Detection Equipment**

##### **Project Summary:**

This PROJECT involves the deployment of GRIDSMART video detection equipment at four intersections within the City of Pensacola. The use of GRIDSMART video detection allows the CITY to have versatility with the video detection equipment including traffic monitoring within the four intersection as well as collecting traffic data.

##### **Scope of Services/Deliverables:**

The Scope of Services for this AGREEMENT includes all work, labor, activities, services, materials and equipment that is necessary to successfully install a GRIDSMART video detection system at the intersections identified below in the City of Pensacola.

Intersection	Number of Cameras	Camera Type
Garden Street & Palafox Street	1	Single
Garden Street & A Street	1	Single
Cervantes Street & A Street	1	Single
Pace Boulevard & Barrancas Avenue	2	Dual

All parts, cabling, hardware, installation and integration will be the responsibility of the City of Pensacola.

##### **Benefits of Deployment:**

Benefits to the CITY addressed in this AGREEMENT will provide more efficient overall traffic management through the corridor by providing better tools to the traffic management system operations personnel. It provides increased traffic monitoring, increased data collection capabilities and reporting and overall safety of the public utilizing the public infrastructure.

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**EXHIBIT "B"**  
**METHOD OF COMPENSATION**

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Services) of this AGREEMENT, the DEPARTMENT shall reimburse The CITY for direct costs of the PROJECT actually incurred by the CITY, excluding CITY overhead, in an amount up to but not to exceed **FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$57,250.00)**. The DEPARTMENT shall reimburse up to but not exceeding \$13,500 for single camera units and up to but not exceeding \$17,200 for the dual unit. Method of Compensation shall be based on 3 single units and 1 dual unit with proper documentation of Invoice from vendor. Invoices and other backup documentation shall be clearly associated with the goal of procurement of video detection equipment for use within four intersections as stated in this AGREEMENT. Utilization of funding for the intended purpose under the terms of this AGREEMENT shall be plainly evident, otherwise the CITY should seek advance approval from the DEPARTMENT prior to expenditure of the funds. The DEPARTMENT in some cases may require a memorandum of justification or clarification from the CITY as backup for certain expenditures reimbursable under the terms of this AGREEMENT.

The CITY may receive progress payments up to the DEPARTMENT's participation limit for deliverables based on documentation of Invoice from vendor, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

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**EXHIBIT "C"**

**BOARD OF COUNTY COMMISSION**  
**RESOLUTION OR MEETING MINUTES**  
**FOR VIDEO DETECTION EQUIPMENT**

*The remainder of this page intentionally left blank*

**RESOLUTION**

**NO. -**

**A RESOLUTION  
TO BE ENTITLED:**

**A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**A. SPECIAL GRANTS FUND**

As Reads	State Grants	1,463,089
To:		
Reads	State Grants	1,520,339
As Reads	Personal Services	7,585,962
To:		
Reads	Personal Services	7,643,212

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****APRIL 2017 - JPA WITH FDOT - VIDEO DETECTION EQUIPMENT**

FUND		AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>			
Estimated Revenues			
State Grants		57,250	Increase estimated revenue for State Grants
Total Revenues		<u>57,250</u>	
Appropriations			
Capital Outlay		57,250	Increase appropriation for Capital Outlay
Total Appropriations		<u>57,250</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-21

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-21 - JOINT PARTICIPATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION - VIDEO DETECTION EQUIPMENT

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 17-21.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017: PROVIDING FOR THE EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has requested \$57,250 from the Florida Department of Transportation (FDOT) to purchase Video Detection Equipment for the following intersections that are State owned within City limits:

- E. Garden Street and S. Palafox Street
- W. Garden Street and S. "A" Street
- W. Cervantes Street and N. "A" Street
- S. Pace Boulevard and Barrancas Avenue

More specifically, this equipment will provide improved vehicular detection of traffic at the intersections versus placement of the in-ground conductive loops that are cut into the pavement surface, which is considered dated-technology. With this advanced technology, trouble shooting the traffic signals/intersections will be expedited and traffic lanes will not have to be closed to perform any kind of repair. This results in maintenance cost savings to the City for each location and less impact and delay to the traveling public. These locations are also located within the FY17 Street Rehabilitation Project (groups 7, 8, and 9) area and would result in a cost savings to each group due to the omission of new traffic loops placed in the pavement, because of this updated technology.

**PRIOR ACTION:**

NONE

**FUNDING:**

Budget: \$57,250.00 FDOT - JPA

Actual: \$57,250.00

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the funding from the FDOT, per the JPA for the referenced improvements. There will be no required re-payment of the subject funds to FDOT.

**CITY ATTORNEY REVIEW:** Yes

3/30/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

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

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 17-21
- 2) Supplemental Budget Explanation No. 17-21

**PRESENTATION:** No

**RESOLUTION  
NO. 17-21**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

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

**A. SPECIAL GRANTS FUND**

As Reads	State Grants	1,463,089
To:		
Reads	State Grants	1,520,339
As Reads	Personal Services	7,585,962
To:		
Reads	Personal Services	7,643,212

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****APRIL 2017 - JPA WITH FDOT - VIDEO DETECTION EQUIPMENT**

FUND		AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>			
Estimated Revenues			
State Grants		57,250	Increase estimated revenue for State Grants
Total Revenues		<u>57,250</u>	
Appropriations			
Capital Outlay		57,250	Increase appropriation for Capital Outlay
Total Appropriations		<u>57,250</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 04-17

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor  
City Council Member Sherri F. Myers

**SUBJECT:**

PROPOSED ORDINANCE NO. 04-17 - REPEALING SECTION 10-4-16(c) OF THE CITY CODE -  
INSTALLATION OF SERVICES

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 04-17 repealing Section 10-4-16(c) of the city code on second reading.

AN ORDINANCE REPEALING SECTION 10-4-16(c) OF THE CODE OF THE CITY  
OF PENSACOLA, FLORIDA, INSTALLATION OF SERVICES; PROVIDING FOR  
SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On October 6, 2008, the City Council voted to suspend Section 10-4-16 of the Code of the City of Pensacola regarding the installation of natural gas piping services.

On September 22, 2011 the City Council adopted Ordinance No. 21-11 reinstating installation services and a gas piping fee, while also proposing that Pensacola Energy develop a program in partnership with local plumbers to retain and grow customers through the promotion of natural gas appliances. The Plumbing Partnership Program was initiated in 2012.

The Mayor has directed Pensacola Energy to suspend services authorized under Section 10-4-16(c) until City Council has taken action on a proposed ordinance repealing Section 10-4-16(c). With City Council's approval to repeal Section 10-4-16(c), Pensacola Energy installation services for natural gas piping and appliances would no longer be authorized. Pensacola Energy will continue with the Pilot Lite Program as well as respond to emergency safety calls including calls when the odor of gas is detected. Pensacola Energy will take whatever measures would be necessary to ensure the immediate safety of their customers. Any major repairs or installations would be the responsibility of the customer. Therefore, Pensacola Energy would no longer be

authorized to provide these services.

**PRIOR ACTION:**

October 6, 2008 - City Council voted to suspend Section 10-4-16 of the City Code.

September 22, 2011 - City Council adopted Ordinance No. 21-11 reinstating installation services. and a gas piping fee.

March 9, 2017 - City Council adopted Proposed Ordinance No. 04-17 on first reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Approval of the repeal of Section 10-4-16(c) would have minimal financial impact in Fiscal Year 2017.

**CITY ATTORNEY REVIEW:** Yes

2/22/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 04-17

**PRESENTATION:** No



PROPOSED  
ORDINANCE NO. 04-17

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE REPEALING SECTION 10-4-16(c) OF THE CODE OF  
THE CITY OF PENSACOLA, FLORIDA, INSTALLATION OF  
SERVICES; PROVIDING FOR SEVERABILITY; REPEALING  
CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 10-4-16 of the Code of the City of Pensacola, Florida, is hereby  
amended to read as follows:

Sec. 10-4-16. - Installation of services.

- (a) The city will install for any new customer of its gas service a service line measuring from the gas main to the proposed meter site. For such portion of any such service line, the customer shall pay an installation charge equal to the cost of such installation minus the estimated net first annual revenue to the city derived from the sale of gas at the service address, such estimate to be determined by a representative of Energy Services of Pensacola. There shall be no installation charge if the estimated net first annual revenue exceeds the cost of installation.
- (b) The city may perform work on its distribution system upon customer or contractor request. Where applicable, the customer or contractor will pay a charge to offset the labor and materials expense as determined by a representative of Energy Services of Pensacola.
- (c) ~~The city will offer installation services for natural gas piping and natural gas appliances. Services include but are not limited to gas piping installation for cell towers, natural gas generators, water heater replacements, water heater conversions, miscellaneous house piping, and subcontracting services to builders in the new home construction market throughout the ESP franchise area. Pricing is based on standard vehicle costs, labor costs including overhead plus a moderate markup over cost that will not exceed twenty (20) percent. Any applicable rebates will be deducted from the installation charge. Work may be done by outside contractor or ESP staff.~~

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

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

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00260

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Sherri F. Myers

**SUBJECT:**

OVERRIDE MAYOR ASHTON HAYWARD'S VETO OF MARCH 14, 2017 OF THE CITY COUNCIL ACTION ITEM #17-00186, BEGIN THE PROCESS FOR HIRING A BUDGET ANALYST, PASSED BY CITY COUNCIL ON MARCH 9, 2017.

**RECOMMENDATION:**

That City Council vote to override Mayor Ashton Hayward's Veto, dated March 14, 2017, of City Council legislative action item #17-00186 pertaining to the City Council beginning the process of hiring a Budget Analyst, which City Council passed on March 9, 2017.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On November 4, 2014 the citizens of Pensacola passed, via referendum vote, a Charter Amendment stating in part, "The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council:...Budget Analyst, Legal Aide, Council Executive, Executive Assistant, Other Staff..." This amendment is found within the City Charter under the enumerated Powers and Duties of the City Council, Section 4.02(a) (6).

On February 12 (first reading) and March 12 (second reading and adoption) of 2015, the Office of City Council was established through Ordinance No. 05-15, each passing without a Mayoral Veto being offered.

On March 17 (first reading) and April 14 (second reading and adoption) of 2016, the position of Budget Analyst to the City Council was established (in accordance with City Charter 4.02(a) (6) via Ordinance No. 10-16, each passing without a Mayoral Veto being offered.

A 2016-2017 proposed budget was offered by the Mayor wherein funds were included for City Council Staff; also included was an organizational chart showing the position of Budget Analyst to the City Council. This proposed budget was approved by the City Council on September 14, 2016, passing without a Mayoral Veto being offered.

On March 9, 2017 the City Council passed a Legislative Action item to, "...begin the hiring process for a

Budget Analyst in accordance with City Charter 4.02(a) (6).”

On March 14, 2017 City Council was notified of the Mayoral Veto of this Legislative Action item, an item which functioned as an implementation of City Charter and in accordance with previously adopted City Ordinances.

The Charter of the City of Pensacola provides for enumerated Powers and Duties as an expressed will of the Citizens of Pensacola; it is therefore imperative that City Council override this Veto action of the Mayor in order to protect the will of the people.

**PRIOR ACTION:**

July 14, 2014 - City Council approved on first reading, Proposed Ordinance No. 31-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot

August 11, 2014 - City Council adopted Ordinance No. 28-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot

November 4, 2014 - Charter Amendment passed via referendum vote requiring the City Council to establish the Office of the City Council and to adopt by ordinance the position of budget analyst

February 12, 2015 - City Council approved on first reading, Proposed Ordinance No. 05-15, creating Section 2-2-10 of the City Code, creating the Office of City Council in accordance with City Charter 4.02(a)(6)

March 12, 2015 - City Council adopted Ordinance No. 05-15, creating the Office of City Council.

March 17, 2016 - City Council approved, on first reading, Proposed Ordinance No. 05-16, an ordinance creating Section 2-4-52 of the City Code, creating the position of Budget Analyst to the City Council in accordance with City Charter 4.02(a)(6)

April 14, 2016 - City Council adopted Ordinance No. 10-16, creating the position of Budget Analyst to the City Council

September 7, 2016 - City Council conducted first public hearing on the 2016-2017 City Budget and approved a tentative budget by Resolution No. 29-16

September 14, 2016 - City Council adopted the 2016-2017 City Budget by Resolution No. 32-16

March 9, 2017 - City Council passed a Legislative Action Item #17-00186 to begin the process for hiring a Budget Analyst to the City Council

March 14, 2017 - Mayor Hayward exercised Veto of Legislative Action Item #17-00186

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Ordinance No. 28-14, Creating Charter Amendment
- 2) Ordinance No. 05-15, Creating the Office of City Council
- 3) Ordinance No. 10-16, Establishing Position of Budget Analyst
- 4) Organizational Chart for Office of City Council
- 5) September 14, 2016 Council Report
- 6) March 9, 2017 Council Report
- 7) March 14, 2017 Veto Memos from Mayor Hayward

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 31-14

ORDINANCE NO. 28-14

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF PENSACOLA, FLORIDA; AMENDING SEC. 4.02 OF THE CHARTER TO ADD SUBSECTION (a)(6); PROVIDING THE CITY COUNCIL WITH AUTHORITY TO HIRE ITS OWN STAFF INDEPENDENT OF THE MAYOR'S AUTHORITY TO HIRE CITY OFFICERS AND EMPLOYEES; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City Council calls for the holding of a referendum of the electors of the City of Pensacola on November 4, 2014, to consider and vote for or against the approval of the proposed amendment to the City Charter.

SECTION 2. The Supervisor of Elections of Escambia County is hereby appointed as the clerk of a municipal election to be held on November 4, 2014.

SECTION 3. The City of Pensacola shall reimburse the Supervisor of Elections for any costs incurred by that office directly related to the preparation for, conducting of, and certifying the results of the referendum on the proposed City Charter revision.

SECTION 4. The language to appear on the ballot of the referendum on the proposed City Charter revision shall be:

QUESTION

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**PERTAINING TO CITY COUNCIL AUTHORITY TO HIRE ITS OWN STAFF  
INDEPENDENT OF THE MAYOR**

Shall the City of Pensacola amend its current Charter to provide the City Council with the authority to hire its own staff independent of the Mayor's authority to hire all City officers and employees?

YES - For granting the City Council the power to hire its own staff independent of the Mayor's authority to hire all City officers and employees - \_\_\_\_\_

NO - Against granting the City Council the power to hire its own staff independent of the Mayor's authority to hire all City officers and employees - \_\_\_\_\_

SECTION 5. The appropriate officials of the City shall cause to be published in a newspaper of general circulation of the City the notices of the referendum required by the existing City Charter and applicable Florida law.

SECTION 6. In the event the foregoing proposal is approved by a majority of the electors voting on the proposal, the following provision of the Charter for the City of Pensacola shall be added to Section 4.02 (a) of the existing Charter, to wit:

**Section 4.02. City Council.**

**(a) Powers and Duties.** City Council Members shall exemplify good citizenship and exhibit a cooperative spirit. The City Council shall have the following powers and duties:

...

(6) The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council: (a) Budget Analyst. The City Council is authorized to employ a Budget Analyst or an individual with similar qualifications, pursuant to the City's position classification code, to assist in the budgetary matters of the City Council. The City Council, by ordinance, shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (b) Legal Aide. The City Council may appoint one assistant city attorney, whose salary shall be in accordance with those established for other assistant city attorneys. Said assistant city attorney shall (1) serve only in an advisory capacity to the City Council, and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of him by the city attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the Council. Said assistant city attorney shall not file suit or bring or defend any action in court on behalf of the City Council, the Mayor, the several departments, officers and boards of the City government except with written authorization of the City Attorney. No action or opinion of said assistant city attorney shall be construed to be the official legal position of the City, and such official legal positions and actions shall be solely within the scope and powers and duties of the City Attorney; (c) Council Executive. The City Council is authorized to hire a Council Executive. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (d) The City Council is authorized to hire an Executive Assistant. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; and (e) Other Staff. The City Council may create and fill other staff positions for the purpose of assisting it in the performance of its legislative function.



SECTION 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect immediately upon its passage by the City Council.

Passed: August 11, 2014

Approved: *Jewel C. ...*  
President of City Council

Attest:

*Trisha L. Bennett*  
City Clerk

PROPOSED  
ORDINANCE NO. 05-15

ORDINANCE NO. 05-15

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA, CREATING SECTION 2-2-10 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ESTABLISHING AN OFFICE OF THE CITY COUNCIL; PROVIDING FOR THE STAFFING OF THE CITY COUNCIL PURSUANT TO REQUIREMENTS OF THE CITY CHARTER; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-2-10 of the Code of the City of Pensacola, Florida, is hereby created to read:

**Sec. 2-2-10. Office of the City Council.**

Pursuant to the requirements of Sec. 4.02 (a) (6) of the Charter of the City of Pensacola, Florida, there is hereby created and established the Office of the City Council, with staffing, duties and responsibilities in accordance with the following criteria:

1. The City Council is authorized to employ staff to fill the following positions or discharge the following functions: Budget Analyst, Assistant City Attorney, Council Executive, Executive Assistant, and such other staff as may be deemed warranted in the performance of Council's legislative function.
2. All positions filled by the City Council shall conform to the requirements of the City Charter.
3. Each approved position shall be filled by majority vote of the City Council, and each employee so hired shall be regarded as an "at will" employee under Florida law and shall serve at the pleasure of the City Council. A majority vote of City Council shall be required to remove any employee so employed.
4. The compensation and fringe benefits of each employee hired shall be fixed by Council in accordance with the pay plan and employee benefits extended to comparably employed employees of the City of Pensacola. Each employment contract shall be executed by the Council President.
5. All employees of the Office of City Council shall be regarded as employees of the City of Pensacola, shall be responsible to the City Council through the President of the Council and shall be supervised by the Council Executive.

6. In the performance of their duties, the staff of the Office of City Council shall be directed by the Council President or by formal Council action.

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: March 12, 2005

Approved: 

President of the City Council

Attest:

  
City Clerk

PROPOSED  
ORDINANCE NO. 05-16

ORDINANCE NO. 10-16

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING SECTION 2-4-52 TO PROVIDE FOR THE CREATION OF THE POSITION OF BUDGET ANALYST TO THE CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-4-52 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Sec. 2-4-52. – Budget Analyst.

- (a) *Legislative findings.* The City Council is authorized to create the position of Budget Analyst in accordance with Section 4.02(6) of the City Charter.
- (b) *Establishment.* There is hereby created the position of Budget Analyst whose designated function is to assist the City Council in the conduct of budgetary inquiries, analyses and making budgetary decisions.
- (c) *Qualifications.* Appointees serving as the Budget Analyst shall have the professional qualifications of a college degree in accounting, finance, or budget analysis and one (1) year of experience in accounting, finance and budget analysis. Two (2) years of pertinent experience may be substituted for each year of college lacking.
- (d) *Classification and Salary.* The City's position classification code classifies the position of Budget Analyst as GE-09. This classification carries a salary range of \$26,270 - \$43,868 as set forth in the City's Pay Scale Summary.
- (e) *Duties.* The duties of the Budget Analyst shall include:
  - 1. Providing a formal, comprehensive review and analysis of the proposed annual budget.
  - 2. Gathering, organizing, and analyzing data and information relative to budgetary issues.
  - 3. Providing comparative studies of other cities as they relate to municipal finance.
  - 4. Engaging in fiscal forecasting and planning.
  - 5. Analyzing the city's past, current, and proposed revenues and expenditures.
  - 6. Reviewing existing and potential tax revenues.

7. Analyzing federal, state, and local programs to determine sources of funding and appropriate expenditure options.
8. Reviewing the economic effects of proposed legislation.
9. Preparing fiscal and economic project analysis as directed by the City Council.
10. Providing policy research and fiscal analysis on proposed legislation.
11. Preparing such other reports relating to budgetary and legislative policy concerns directed by the City Council.
12. Making recommendations to the City Council in connection with the analysis, studies, and reports described herein.

(f) *Appointment and Removal.* The City Council shall appoint and may remove the Budget Analyst from office by a majority vote of the members of the City Council at any time, with or without cause.

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

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

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

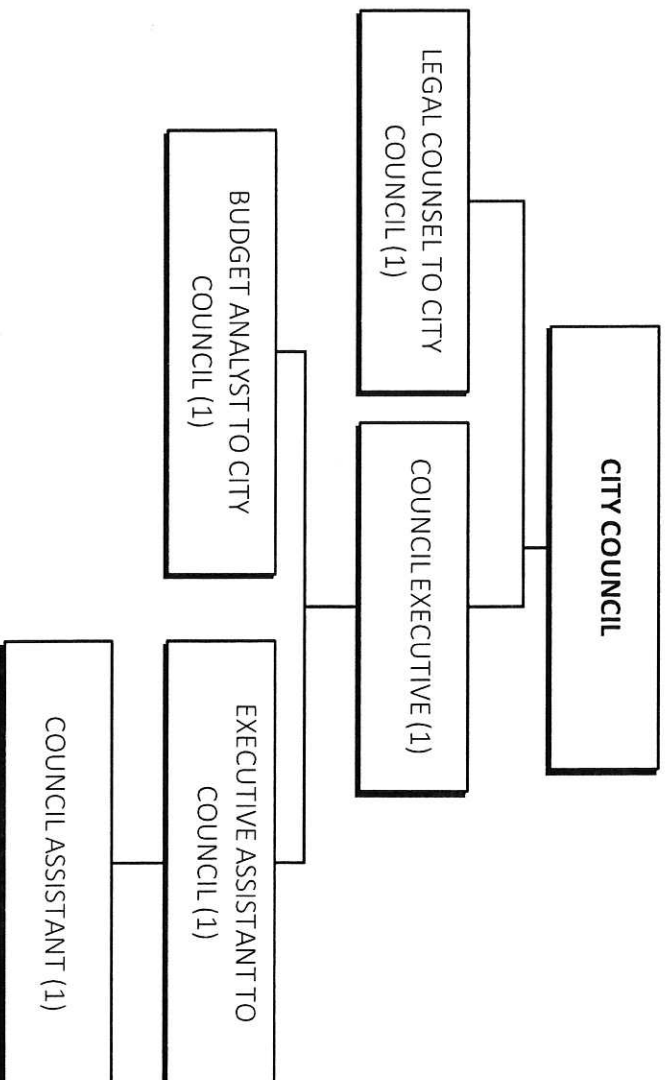
Adopted: April 14, 2016

Approved:   
President of City Council

Attest:

  
City Clerk

# CITY COUNCIL



Total Positions: 5

# Report of City Council Action Items – Special Meeting

September 14, 2016



**Members Present:** Council President Charles Bare, Vice President Brian Spencer, Jewel Cannada-Wynn, Larry B. Johnson, Sherri Myers, Andy Terhaar, and Gerald Wingate

**Absent:** P. C. Wu

1. FINALLY LEVYING AN AD VALOREM TAX FOR THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT DISTRICT FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 31-16: **MOTION TO APPROVE**

A RESOLUTION FINALLY LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF PENSACOLA INCLUDING THE DOWNTOWN IMPROVEMENT DISTRICT FOR 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed unanimously.*

2. ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 32-16: **MOTION TO APPROVE**

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; MAKING FINAL APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT ON ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed 6 - 1. Council President Bare dissenting.*

3. ADOPTING A FINAL BUDGET FOR THE DOWNTOWN IMPROVEMENT BOARD FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 33-16: **MOTION TO APPROVE**

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA DOWNTOWN IMPROVEMENT BOARD FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed unanimously.*



16. 09-17 PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28 OF THE CITY CODE - PROHIBITING SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

Sponsors: Ashton J. Hayward, III, Brian Spencer

Indexes:

Attachments: Proposed Ordinance No. 09-17

Letter from John Peacock, DIB Chairman

DIB Panhandling Ordinance Boundary Map

postponed

17. 17-00114 AMENDMENT TO CITY COUNCIL RULES AND PROCEDURES; SECTION 2.07 - CONSENT AGENDA

Sponsors: Brian Spencer

Indexes:

Attachments: Proposed Amendment to Section 2.07 - City Council Rules and Procedures - Spencer

approved

**Yes:** 5 - Spencer, Wingate, Terhaar, Cannada-Wynn, and Wu

**Absent:** 2 - Johnson, and Myers

18. 17-00186 BUDGET ANALYST TO THE CITY COUNCIL

Sponsors: Jewel Cannada-Wynn

Indexes:

Attachments: Proposal--Budget Analyst Rev (002)

Job Description--Budget Analyst

City Attorney Opinion - Council Budget Analyst

EMAIL TRANSMITTAL MAYORAL VETO

approved

**Yes:** 5 - Spencer, Wingate, Terhaar, Cannada-Wynn, and Wu

**Absent:** 2 - Johnson, and Myers



OFFICE of the MAYOR

**MEMORANDUM**

TO: Brian Spencer, President of City Council  
City Council Members

FROM: Ashton J. Hayward, III, Mayor *AA*

DATE: March 14, 2017

SUBJECT: Veto of Council Action on March 9, 2017

Mr. President and Members of the City Council,

On March 9, 2017, City Council took action to begin the process of hiring a Budget Analyst to the City Council. As Councilmember Wingate stated, the City of Pensacola currently has full-time staff that provides analysis of the City's budget. There are more pressing needs within the City of Pensacola that would directly benefit the taxpayers. Therefore, I am vetoing this action.

As always, my staff and I stand ready to provide any information and assistance you need in order to discharge your duties, and I encourage each of you to contact me at any time with any questions or concerns you may have.



OFFICE *of the* MAYOR

**MEMORANDUM**

TO: Brian Spencer, President of City Council  
FROM: Ashton J. Hayward, III, Mayor *AH*  
DATE: March 14, 2017  
SUBJECT: Exercise of Veto Power Pursuant to Article IV, Section 4.01(a)(10)  
Charter for the City of Pensacola

I hereby exercise my veto power pursuant to the Charter of the City of Pensacola, Article IV, Section 4.01(a)(10) and veto the action taken by City Council on March 9, 2017 regarding item #17-00186, the hiring of a Budget Analyst to the City Council.

cc: City Council



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00261

City Council

4/13/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Jewel Cannada-Wynn

**SUBJECT:**

OVERRIDE MAYOR ASHTON HAYWARD'S VETO OF MARCH 14, 2017 OF THE CITY COUNCIL ACTION ITEM #17-00186, BEGIN THE PROCESS FOR HIRING A BUDGET ANALYST, PASSED BY CITY COUNCIL ON MARCH 9, 2017

**RECOMMENDATION:**

That City Council vote to override Mayor Ashton Hayward's Veto, dated March 14, 2017, of City Council legislative action item #17-00186 pertaining to the City Council beginning the process of hiring a Budget Analyst, which City Council passed on March 9, 2017.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On November 4, 2014 the citizens of Pensacola passed, via referendum vote, a Charter Amendment stating in part, "The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council:...Budget Analyst, Legal Aide, Council Executive, Executive Assistant, Other Staff..." This amendment is found within the City Charter under the enumerated Powers and Duties of the City Council, Section 4.02(a) (6).

On February 12 (first reading) and March 12 (second reading and adoption) of 2015, the Office of City Council was established through Ordinance No. 05-15, each passing without a Mayoral Veto being offered.

On March 17 (first reading) and April 14 (second reading and adoption) of 2016, the position of Budget Analyst to the City Council was established (in accordance with City Charter 4.02(a) (6) via Ordinance No. 10-16, each passing without a Mayoral Veto being offered.

A 2016-2017 proposed budget was offered by the Mayor wherein funds were included for City Council Staff; also included was an organizational chart showing the position of Budget Analyst to the City Council. This proposed budget was approved by the City Council on September 14, 2016, passing without a Mayoral Veto being offered.

On March 9, 2017 the City Council passed a Legislative Action item to, "...begin the hiring process for a

Budget Analyst in accordance with City Charter 4.02(a) (6).”

On March 14, 2017 City Council was notified of the Mayoral Veto of this Legislative Action item, an item which functioned as an implementation of City Charter and in accordance with previously adopted City Ordinances.

The Charter of the City of Pensacola provides for enumerated Powers and Duties as an expressed will of the Citizens of Pensacola; it is therefore imperative that City Council override this Veto action of the Mayor in order to protect the will of the people.

### **PRIOR ACTION:**

July 14, 2014 - City Council approved on first reading, Proposed Ordinance No. 31-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot

August 11, 2014 - City Council adopted Ordinance No. 28-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot

November 4, 2014 - Charter Amendment passed via referendum vote requiring the City Council to establish the Office of the City Council and to adopt by ordinance the position of budget analyst

February 12, 2015 - City Council approved on first reading, Proposed Ordinance No. 05-15, creating Section 2-2-10 of the City Code, creating the Office of City Council in accordance with City Charter 4.02(a)(6)

March 12, 2015 - City Council adopted Ordinance No. 05-15, creating the Office of City Council.

March 17, 2016 - City Council approved, on first reading, Proposed Ordinance No. 05-16, an ordinance creating Section 2-4-52 of the City Code, creating the position of Budget Analyst to the City Council in accordance with City Charter 4.02(a)(6)

April 14, 2016 - City Council adopted Ordinance No. 10-16, creating the position of Budget Analyst to the City Council

September 7, 2016 - City Council conducted first public hearing on the 2016-2017 City Budget and approved a tentative budget by Resolution No. 29-16

September 14, 2016 - City Council adopted the 2016-2017 City Budget by Resolution No. 32-16

March 9, 2017 - City Council passed a Legislative Action Item #17-00186 to begin the process for hiring a Budget Analyst to the City Council

March 14, 2017 - Mayor Hayward exercised Veto of Legislative Action Item #17-00186

### **FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Ordinance No. 28-14, Creating Charter Amendment
- 2) Ordinance No. 05-15, Creating the Office of City Council
- 3) Ordinance No. 10-16, Establishing Position of Budget Analyst
- 4) Organizational Chart for Office of City Council
- 5) September 14, 2016 Council Report
- 6) March 9, 2017 Council Report
- 7) March 14, 2017 Veto Memos from Mayor Hayward

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 31-14

ORDINANCE NO. 28-14

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF PENSACOLA, FLORIDA; AMENDING SEC. 4.02 OF THE CHARTER TO ADD SUBSECTION (a)(6); PROVIDING THE CITY COUNCIL WITH AUTHORITY TO HIRE ITS OWN STAFF INDEPENDENT OF THE MAYOR'S AUTHORITY TO HIRE CITY OFFICERS AND EMPLOYEES; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City Council calls for the holding of a referendum of the electors of the City of Pensacola on November 4, 2014, to consider and vote for or against the approval of the proposed amendment to the City Charter.

SECTION 2. The Supervisor of Elections of Escambia County is hereby appointed as the clerk of a municipal election to be held on November 4, 2014.

SECTION 3. The City of Pensacola shall reimburse the Supervisor of Elections for any costs incurred by that office directly related to the preparation for, conducting of, and certifying the results of the referendum on the proposed City Charter revision.

SECTION 4. The language to appear on the ballot of the referendum on the proposed City Charter revision shall be:

QUESTION

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**PERTAINING TO CITY COUNCIL AUTHORITY TO HIRE ITS OWN STAFF  
INDEPENDENT OF THE MAYOR**

Shall the City of Pensacola amend its current Charter to provide the City Council with the authority to hire its own staff independent of the Mayor's authority to hire all City officers and employees?

YES - For granting the City Council the power to hire its own staff independent of the Mayor's authority to hire all City officers and employees - \_\_\_\_\_



NO - Against granting the City Council the power to hire its own staff independent of the Mayor's authority to hire all City officers and employees - \_\_\_\_\_

SECTION 5. The appropriate officials of the City shall cause to be published in a newspaper of general circulation of the City the notices of the referendum required by the existing City Charter and applicable Florida law.

SECTION 6. In the event the foregoing proposal is approved by a majority of the electors voting on the proposal, the following provision of the Charter for the City of Pensacola shall be added to Section 4.02 (a) of the existing Charter, to wit:

**Section 4.02. City Council.**

**(a) Powers and Duties.** City Council Members shall exemplify good citizenship and exhibit a cooperative spirit. The City Council shall have the following powers and duties:

...

(6) The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council: (a) Budget Analyst. The City Council is authorized to employ a Budget Analyst or an individual with similar qualifications, pursuant to the City's position classification code, to assist in the budgetary matters of the City Council. The City Council, by ordinance, shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (b) Legal Aide. The City Council may appoint one assistant city attorney, whose salary shall be in accordance with those established for other assistant city attorneys. Said assistant city attorney shall (1) serve only in an advisory capacity to the City Council, and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of him by the city attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the Council. Said assistant city attorney shall not file suit or bring or defend any action in court on behalf of the City Council, the Mayor, the several departments, officers and boards of the City government except with written authorization of the City Attorney. No action or opinion of said assistant city attorney shall be construed to be the official legal position of the City, and such official legal positions and actions shall be solely within the scope and powers and duties of the City Attorney; (c) Council Executive. The City Council is authorized to hire a Council Executive. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (d) The City Council is authorized to hire an Executive Assistant. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; and (e) Other Staff. The City Council may create and fill other staff positions for the purpose of assisting it in the performance of its legislative function.

SECTION 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect immediately upon its passage by the City Council.

Passed: August 11, 2014

Approved: *Jewel C. ...*  
President of City Council

Attest:

*Trisha L. Bennett*  
City Clerk

PROPOSED  
ORDINANCE NO. 05-15

ORDINANCE NO. 05-15

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA, CREATING SECTION 2-2-10 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ESTABLISHING AN OFFICE OF THE CITY COUNCIL; PROVIDING FOR THE STAFFING OF THE CITY COUNCIL PURSUANT TO REQUIREMENTS OF THE CITY CHARTER; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-2-10 of the Code of the City of Pensacola, Florida, is hereby created to read:

**Sec. 2-2-10. Office of the City Council.**

Pursuant to the requirements of Sec. 4.02 (a) (6) of the Charter of the City of Pensacola, Florida, there is hereby created and established the Office of the City Council, with staffing, duties and responsibilities in accordance with the following criteria:

1. The City Council is authorized to employ staff to fill the following positions or discharge the following functions: Budget Analyst, Assistant City Attorney, Council Executive, Executive Assistant, and such other staff as may be deemed warranted in the performance of Council's legislative function.
2. All positions filled by the City Council shall conform to the requirements of the City Charter.
3. Each approved position shall be filled by majority vote of the City Council, and each employee so hired shall be regarded as an "at will" employee under Florida law and shall serve at the pleasure of the City Council. A majority vote of City Council shall be required to remove any employee so employed.
4. The compensation and fringe benefits of each employee hired shall be fixed by Council in accordance with the pay plan and employee benefits extended to comparably employed employees of the City of Pensacola. Each employment contract shall be executed by the Council President.
5. All employees of the Office of City Council shall be regarded as employees of the City of Pensacola, shall be responsible to the City Council through the President of the Council and shall be supervised by the Council Executive.

6. In the performance of their duties, the staff of the Office of City Council shall be directed by the Council President or by formal Council action.

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: March 12, 2005

Approved: 

President of the City Council

Attest:

  
City Clerk

PROPOSED  
ORDINANCE NO. 05-16

ORDINANCE NO. 10-16

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING SECTION 2-4-52 TO PROVIDE FOR THE CREATION OF THE POSITION OF BUDGET ANALYST TO THE CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-4-52 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Sec. 2-4-52. – Budget Analyst.

- (a) *Legislative findings.* The City Council is authorized to create the position of Budget Analyst in accordance with Section 4.02(6) of the City Charter.
- (b) *Establishment.* There is hereby created the position of Budget Analyst whose designated function is to assist the City Council in the conduct of budgetary inquiries, analyses and making budgetary decisions.
- (c) *Qualifications.* Appointees serving as the Budget Analyst shall have the professional qualifications of a college degree in accounting, finance, or budget analysis and one (1) year of experience in accounting, finance and budget analysis. Two (2) years of pertinent experience may be substituted for each year of college lacking.
- (d) *Classification and Salary.* The City's position classification code classifies the position of Budget Analyst as GE-09. This classification carries a salary range of \$26,270 - \$43,868 as set forth in the City's Pay Scale Summary.
- (e) *Duties.* The duties of the Budget Analyst shall include:
  - 1. Providing a formal, comprehensive review and analysis of the proposed annual budget.
  - 2. Gathering, organizing, and analyzing data and information relative to budgetary issues.
  - 3. Providing comparative studies of other cities as they relate to municipal finance.
  - 4. Engaging in fiscal forecasting and planning.
  - 5. Analyzing the city's past, current, and proposed revenues and expenditures.
  - 6. Reviewing existing and potential tax revenues.

7. Analyzing federal, state, and local programs to determine sources of funding and appropriate expenditure options.
8. Reviewing the economic effects of proposed legislation.
9. Preparing fiscal and economic project analysis as directed by the City Council.
10. Providing policy research and fiscal analysis on proposed legislation.
11. Preparing such other reports relating to budgetary and legislative policy concerns directed by the City Council.
12. Making recommendations to the City Council in connection with the analysis, studies, and reports described herein.

(f) *Appointment and Removal.* The City Council shall appoint and may remove the Budget Analyst from office by a majority vote of the members of the City Council at any time, with or without cause.

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

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

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

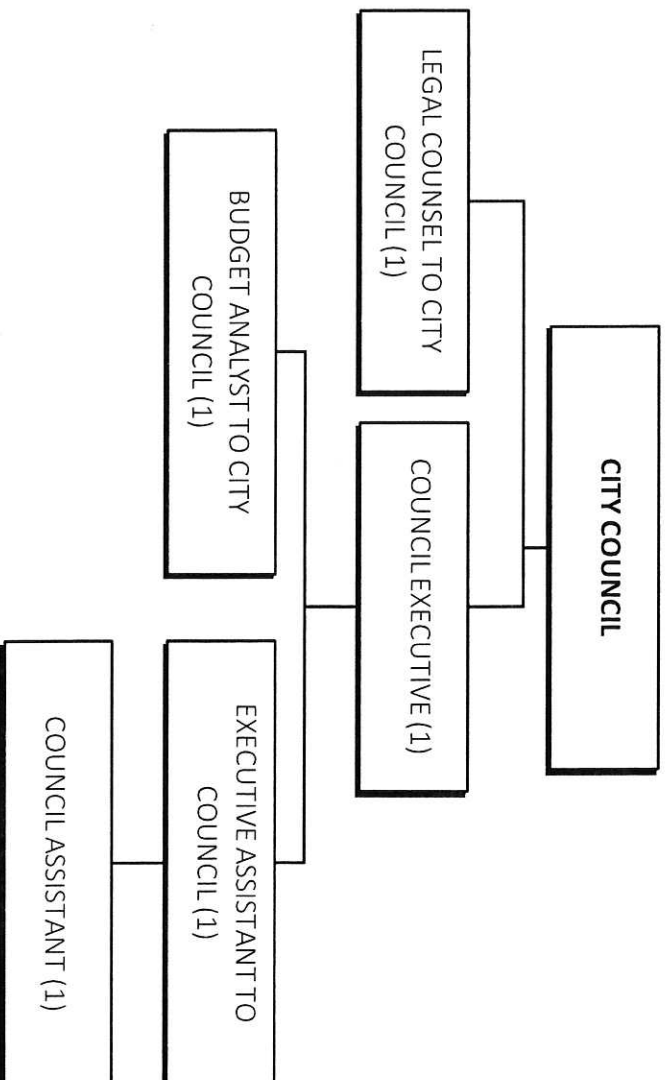
Adopted: April 14, 2016

Approved:   
President of City Council

Attest:

  
City Clerk

# CITY COUNCIL



Total Positions: 5



# Report of City Council Action Items – Special Meeting

September 14, 2016



**Members Present:** Council President Charles Bare, Vice President Brian Spencer, Jewel Cannada-Wynn, Larry B. Johnson, Sherri Myers, Andy Terhaar, and Gerald Wingate

**Absent:** P. C. Wu

1. FINALLY LEVYING AN AD VALOREM TAX FOR THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT DISTRICT FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 31-16: **MOTION TO APPROVE**

A RESOLUTION FINALLY LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF PENSACOLA INCLUDING THE DOWNTOWNIMPROVEMENT DISTRICT FOR 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed unanimously.*

2. ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 32-16: **MOTION TO APPROVE**

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; MAKING FINAL APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT ON ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed 6 - 1. Council President Bare dissenting.*

3. ADOPTING A FINAL BUDGET FOR THE DOWNTOWN IMPROVEMENT BOARD FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016

RESOLUTION NO. 33-16: **MOTION TO APPROVE**

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA DOWNTOWN IMPROVEMENT BOARD FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

*The motion passed unanimously.*

16.    09-17           PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28  
                          OF THE CITY CODE - PROHIBITING SOLICITATION OF  
                          DONATIONS UPON PUBLIC SIDEWALKS AND  
                          RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

Sponsors: Ashton J. Hayward, III, Brian Spencer

Indexes:

Attachments: Proposed Ordinance No. 09-17

Letter from John Peacock, DIB Chairman

DIB Panhandling Ordinance Boundary Map

postponed

17.    17-00114       AMENDMENT TO CITY COUNCIL RULES AND  
                          PROCEDURES; SECTION 2.07 - CONSENT AGENDA

Sponsors: Brian Spencer

Indexes:

Attachments: Proposed Amendment to Section 2.07 - City Council Rules and  
Procedures - Spencer

approved

**Yes:** 5 - Spencer, Wingate, Terhaar, Cannada-Wynn, and Wu

**Absent:** 2 - Johnson, and Myers

18.    17-00186       BUDGET ANALYST TO THE CITY COUNCIL

Sponsors: Jewel Cannada-Wynn

Indexes:

Attachments: Proposal--Budget Analyst Rev (002)

Job Description--Budget Analyst

City Attorney Opinion - Council Budget Analyst

EMAIL TRANSMITTAL MAYORAL VETO

approved

**Yes:** 5 - Spencer, Wingate, Terhaar, Cannada-Wynn, and Wu

**Absent:** 2 - Johnson, and Myers

OFFICE of the MAYOR

**MEMORANDUM**

TO: Brian Spencer, President of City Council  
City Council Members

FROM: Ashton J. Hayward, III, Mayor *AA*

DATE: March 14, 2017

SUBJECT: Veto of Council Action on March 9, 2017

Mr. President and Members of the City Council,

On March 9, 2017, City Council took action to begin the process of hiring a Budget Analyst to the City Council. As Councilmember Wingate stated, the City of Pensacola currently has full-time staff that provides analysis of the City's budget. There are more pressing needs within the City of Pensacola that would directly benefit the taxpayers. Therefore, I am vetoing this action.

As always, my staff and I stand ready to provide any information and assistance you need in order to discharge your duties, and I encourage each of you to contact me at any time with any questions or concerns you may have.



OFFICE of the MAYOR

**MEMORANDUM**

TO: Brian Spencer, President of City Council  
FROM: Ashton J. Hayward, III, Mayor *AH*  
DATE: March 14, 2017  
SUBJECT: Exercise of Veto Power Pursuant to Article IV, Section 4.01(a)(10)  
Charter for the City of Pensacola

I hereby exercise my veto power pursuant to the Charter of the City of Pensacola, Article IV, Section 4.01(a)(10) and veto the action taken by City Council on March 9, 2017 regarding item #17-00186, the hiring of a Budget Analyst to the City Council.

cc: City Council



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00153

City Council

4/13/2017

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**SUBJECT:**

CITY ADMINISTRATOR COMMUNICATION - ERIC W. OLSON



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00195

City Council

4/13/2017

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### **INFORMATION ITEM**

**FROM:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

MONTHLY CRIME REPORT

**REQUEST:**

Click or tap here to enter text.

**SUMMARY:**

Police Chief Alexander's Monthly Crime Report

**PRIOR ACTION:**

None

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
David Alexander, Chief of Police

**ATTACHMENTS:**

1)

**PRESENTATION:** Yes



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00089

City Council

4/13/2017

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**SUBJECT:**

MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.