



City of Pensacola

Agenda Conference

Agenda - Final

Monday, November 5, 2018, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

ROLL CALL

PRESENTATION ITEMS

1. [18-00388](#) PRESENTATION REGARDING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)'S 2015 COMPLETE STREET GUIDE BOOK AND DESIGN MANUAL ALONG WITH THE POSSIBLE ADOPTION BY REFERENCE INTO THE CITY CODE.

Recommendation: That City Council be presented information regarding FDOT's 2015 Complete Street Guide Book and Design Manual, with a discussion of the advantage to adopting by reference the same into the City Code. This presentation will take place at the Thursday November 8, 2018 Council Meeting.

Sponsors: Brian Spencer

Attachments: [Resolution No. 29-12](#)
2. [18-00378](#) PRESENTATION - ESCAMBIA COUNTY ANIMAL SHELTER

Recommendation: That City Council receive a presentation from John Robinson, Director of the Escambia County Animal Control Shelter. Further that this presentation be given at the City Council meeting on November 8, 2018.

Sponsors: Sherri Myers
3. [18-00395](#) CLIMATE MITIGATION AND ADAPTATION TASK FORCE REPORT

Recommendation: That City Council accept a presentation from the Climate Mitigation and Adaptation Task Force for delivery of the Task Force Report. Further that this presentation be given at the November 8, 2018 City Council Meeting.

Sponsors: Sherri Myers

Attachments: [Pensacola Climate Task Force Report 2018](#)

REVIEW OF CONSENT AGENDA ITEMS

4. [18-00375](#) HOME INVESTMENT PARTNERSHIPS ACT PROGRAM INTERLOCAL AGREEMENT

Recommendation: That City Council approve the HOME Investment Partnerships Act Program (HOME) interlocal agreement with Escambia County providing for the City of Pensacola's participation in the HOME program. Further, that City Council authorize the Mayor to execute all documents relating to the program's administration.

Sponsors: Ashton J. Hayward, III

Attachments: [Interlocal Agreement for HOME Investment Partnerships Act Program](#)

5. [18-00393](#) PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM INTERLOCAL AGREEMENT

Recommendation: That City Council approve entering into the Pensacola and Perdido Bay Estuary Program Interlocal Agreement. Further that City Council authorize the Mayor to execute all associated implementing documents.

Sponsors: Ashton J. Hayward, III

Attachments: [Pensacola and Perdido Bays Estuary Program Interlocal Agreement](#)

6. [18-00397](#) PENSACOLA ENERGY - AWARD OF CONTRACT FOR WAREHOUSE RACKS AND EQUIPMENT

Recommendation: That City Council award a contract in the amount of \$49,515 to Carolina Handling, LLC of Charlotte, North Carolina for the replacement and installation of racks, warehouse fixtures, and equipment in the Pensacola Energy warehouse. Further, that Council authorize the Mayor to execute the contract and take all actions necessary to complete the work.

Sponsors: Ashton J. Hayward, III

Attachments: [Carolina Handling LLC Contract](#)

7. [18-00401](#) EXECUTIVE ASSISTANT TO COUNCIL AND COUNCIL ASSISTANT SALARY INCREASE

Recommendation: That the City Council approve salary increases for the Executive Assistant to Council and Council Assistant, effective October 1, 2018.

Sponsors: Gerald Wingate

8. [18-00405](#) INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE CITY OF PENSACOLA - FUNDING OF AEROSPACE MAINTENANCE, REPAIR AND OVERHAUL (MRO) CAMPUS EXPANSION AT PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council approve the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to the funding of the aerospace maintenance, repair and overhaul (MRO) campus expansion at the Pensacola International Airport. Further, that City Council authorize the Mayor to take all actions necessary to execute an Interlocal Agreement.

Sponsors: Ashton J. Hayward, III

Attachments: [Interlocal Agreement between Escambia County and the City related to the I](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

9. [18-00361](#) PUBLIC HEARING - ANNEXATION OF PROPERTY - CAMPUS HEIGHTS PHASE II

Recommendation: That City Council conduct the second of two required Public Hearings, on November 8, 2018, to consider the annexation of fifty-two (52) parcels in the Campus Heights area, which are all owned by the Pensacola International Airport.

Sponsors: Ashton J. Hayward, III

Attachments: [Map of Annexation Area - Campus Heights Phase II](#)
[Draft - Proposed Ordinance No. 25-18](#)
[PROOF OF PUBLICATION NOTICING 1st PUBLIC HEARING FOR AIR](#)
[PROOF OF PUBLICATION NOTICING 2nd PUBLIC HEARING FOR AIR](#)

10. [25-18](#) PROPOSED ORDINANCE NO. 25-18 - ANNEXATION OF PROPERTY - CAMPUS HEIGHTS PHASE II

Recommendation: That City Council approve Proposed Ordinance No. 25-18 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. 25-18](#)

11. [18-00396](#) QUASI -JUDICIAL HEARING - REQUEST FOR CONDITIONAL USE PERMIT APPROVAL - 805 E. GADSDEN STREET - EAST HILL ANIMAL HOSPITAL & PET RESORT
- Recommendation:** That City Council conduct a quasi-judicial hearing on November 8, 2018 to consider the request for Conditional Use Permit approval for 805 E. Gadsden Street - East Hill Animal Hospital and Pet Resort.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Conditional Use Permit Application, 805 E. Gadsden Street, dated September 11, 2018](#)
[Conditional Use Permit, 805 E. Gadsden Street, Supporting Documentation](#)
[Photos of Outdoor Areas, 805 E. Gadsden Street](#)
[Survey of Property, 805 E. Gadsden Street, dated February 2, 2010](#)
[October 23, 2018 Planning Board Minutes](#)
12. [18-00406](#) LETTER FROM CITY COUNCIL TO ALL MEMBERS SERVING ON CITY COUNCIL APPOINTED BOARDS, COMMISSIONS OR AUTHORITIES
- Recommendation:** That City Council authorize the Council President to author a letter to be sent to all members serving on City Council appointed Boards, Commissions or Authorities.
- Sponsors:** Sherri Myers
- Attachments:** [City Council Letter to Members of Boards, Commissions or Authorities](#)
13. [18-00412](#) DECLARATION OF THE EXISTENCE OF EXIGENT CIRCUMSTANCES REGARDING PARCELS I, IA AND III INCLUDED IN THE SEVILLE HARBOR LEASE
- Recommendation:** That City Council expressly declare that exigent circumstances exist regarding Parcels I, IA, and III included in the Seville Harbor Lease in accordance with Section 2-3-4 of the City Code. Further, that with this declaration, City Council authorize the Mayor to bring forth a Purchase and Sales Agreement regarding these parcels for consideration.
- Sponsors:** Andy Terhaar

14. [18-00409](#) APPROVAL OF REAL PROPERTY PURCHASE - 605 WEST
INTENDENCIA

Recommendation: That City Council approve the property purchase and sales agreement for the purchase of real property located at 605 West Intendencia, parcel reference number, 000S009070036041, account number 152164000 located within the footprint of Corinne Jones Stormwater Park from Randall A. Seaward in the amount of \$121,091.70 plus closing costs and appraisal fee of \$774.45 for a total of \$121,866.15. Further that City Council authorize the Mayor to negotiate and execute all necessary documents related to the purchase of the property. Finally, that City Council approve a Supplemental Budget Resolution appropriating funds for the purchase of the property.

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

Attachments: [605 W INTENDENCIA - Land Contract](#)
 [605 W INTENDENCIA - Appraisal](#)
 [605 W INTENDENCIA - Map](#)
 [605 W INTENDENCIA - Parcel Record](#)
 [Supplemental Budget Resolution No. 18-54](#)
 [Supplemental Budget Explanation](#)

15. [18-54](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 18-54 - 605 WEST
INTENDENCIA

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-54.

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

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 18-54](#)
 [Supplemental Budget Explanation No. 18-54](#)

16. [18-00329](#) LAND EXCHANGE AGREEMENT - PENSACOLA SOCCER COMPLEX

Recommendation: That City Council authorize a land exchange of a portion of city-owned real property located at 2130 Summit Boulevard, parcel reference number 331S307103000000, account number 033540010 with improved real property owned by the Young Men's Christian Association of Northwest Florida, Inc. located at 3215 Langley Avenue, parcel reference number 131S292102000001, account number 012324010 to further the development of a soccer complex. Further that City Council declare the city-owned property surplus and deem such exchange a valid municipal purpose. Finally, that City Council authorize the Mayor to take all action necessary for the exchange of the properties including but not limited to obtaining an appraisal, dividing and a survey of the properties.

Sponsors: Ashton J. Hayward, III

Attachments: [2130 Summit - Letter of Interest](#)
 [2130 Summit - Property record](#)
 [3215 Langley - Property record](#)
 [2130 Summit - Map](#)
 [3215 Langley - Map](#)

17. [18-00391](#) CITY OF PENSACOLA HOMEBUYER INCENTIVE PROGRAM

Recommendation: That City Council approve a modification to the City of Pensacola Homebuyer Incentive Program eligibility criteria to remove the essential services personnel requirement.

Sponsors: Ashton J. Hayward, III

Attachments: [City of Pensacola Homebuyer Incentive Program](#)

18. [18-00415](#) TRANSFER OF FIVE FLAGS MEMORIAL PARK TO THE STATE OF
FLORIDA DEPARTMENT OF TRANSPORTATION

Recommendation: That the City Council adopt a resolution authorizing the Mayor to execute a quitclaim deed transferring the Five Flags Memorial Park to the State of Florida Department of Transportation and to enter into an agreement with the State for appropriate replacement signage. Further that City Council declare the city-owned property surplus and deem such exchange a valid municipal purpose. Finally that City Council authorize the Mayor to take all action necessary for the exchange of the property.

Sponsors: Ashton J. Hayward, III

Attachments: [Resolution No. 18-55](#)
 [Agreement Between the State of Florida Department of Transportation and t](#)
 [Quitclaim Deed](#)
 [Donation of Property to the Florida Department of Transportation](#)
 [Signage Commitment by Florida Department of Transportation](#)
 [Use and Occupancy Agreement](#)

19. [18-55](#) RESOLUTION NO. 18-55 - TRANSFER OF FIVE FLAGS MEMORIAL
PARK TO FLORIDA DEPARTMENT OF TRANSPORTATION

Recommendation: That City Council adopt Resolution No. 18-55:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, FINDING AND DECLARING THE DESIRABILITY AND NECESSITY OF TRANSFERRING OWNERSHIP OF THE FIVE FLAGS MEMORIAL PARK TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF CONSTRUCTING IMPROVEMENTS RELATED TO THE REPLACEMENT OF THE THREE-MILE BRIDGE OVER PENSACOLA BAY, AND AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA, FLORIDA, TO EXECUTE A QUITCLAIM DEED TO SUCH PROPERTY TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND AN AGREEMENT PROVIDING FOR APPROPRIATE SIGNAGE IN CONNECTION THEREWITH, AND TO TAKE ALL OTHER ACTIONS NECESSARY RELATING TO THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

Attachments: [Resolution No. 18-55](#)

20. [18-48](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 18-48 - FY 2019
ENCUMBRANCE CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-48.

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

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 18-48](#)
 [Supplemental Budget Explanation No. 18-48](#)

21. [18-49](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 18-49 - FINAL
AMENDMENT TO THE FISCAL YEAR 2018 BUDGET

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-49.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 18-49](#)
 [Supplemental Budget Explanation No. 18-49](#)

22. [18-50](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 18-50 - FY 2019
NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-50.

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

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 18-50](#)
 [Supplemental Budget Explanation No. 18-50](#)

FOR DISCUSSION

INFORMATIONAL ITEMS

CONSIDERATION OF ANY ADD-ON ITEMS

READING OF ITEMS FOR COUNCIL AGENDA



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00388

City Council

11/8/2018

PRESENTATION ITEM

FROM: City Council Member Brian Spencer

SUBJECT:

PRESENTATION REGARDING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)'S 2015 COMPLETE STREET GUIDE BOOK AND DESIGN MANUAL ALONG WITH THE POSSIBLE ADOPTION BY REFERENCE INTO THE CITY CODE.

REQUEST:

That City Council be presented information regarding FDOT's 2015 Complete Street Guide Book and Design Manual, with a discussion of the advantage to adopting by reference the same into the City Code. This presentation will take place at the Thursday November 8, 2018 Council Meeting.

SUMMARY:

The FDOT 2015 Complete Street Guide Book and Design Manual is currently in use throughout the State. This presentation will discuss the advantage to adopting by reference the Guide Book and Design Manual into the City Code.

PRIOR ACTION:

August 9, 2012 - City Council adopted Resolution No. 29-12 - A Resolution establishing a complete streets policy to integrate bicycling, walking and public transit with the City's transportation programs, projects and policy initiatives.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Resolution No. 29-12

PRESENTATION: Yes

RESOLUTION
NO. 29-12

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY OF PENSACOLA
ESTABLISHING A COMPLETE STREETS POLICY
TO INTEGRATE BICYCLING, WALKING AND
PUBLIC TRANSIT WITH THE CITY'S
TRANSPORTATION PROGRAMS, PROJECTS,
AND POLICY INITIATIVES.

WHEREAS, in 2005, the Florida Legislature directed the Florida Department of Transportation (FDOT) to determine ways to increase the use of bicycles in order to conserve energy, reduce pollution, and improve health, and established FDOT's Conserve by Bicycle Program Study, which recommended that "public agencies accommodate bicycling on all non-limited access roadways in Florida"; and

WHEREAS, Florida Statutes, Section 335.065, titled "Bicycle and pedestrian ways along state roads and transportation facilities" is part of FDOT's Pedestrian and Bicycle Procedure and states that "Bicycle and pedestrian ways shall be given full consideration in the planning and development of transportation facilities...and bicycle and pedestrian ways shall be established with the construction, reconstruction, or other change of any state transportation facility..."; and

WHEREAS, the streets of a city are an important part of the livability of the overall community. They should be designed with all users in mind - including bicyclists, public transportation vehicles and riders, and pedestrians of all ages and abilities; and

WHEREAS, streets that support and invite multiple uses, including safe, active, and ample space for pedestrians, bicycles, and transit are more conducive to the overall quality of life of a community, rather than streets designed primarily to move automobiles; and

WHEREAS, encouraging active transportation such as walking and biking offers the potential for improved public health, a cleaner environment, and a more livable community; and

WHEREAS, the City of Pensacola's Comprehensive Plan includes goals, objectives and policies that support Complete Streets and multi-modal transportation options; NOW, THEREFORE,

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

SECTION 1. That the City Council affirms that all road projects should be designed to comfortably accommodate all users to the fullest extent possible; that bicycling, walking and public transit accommodations should be a routine component of the City's planning, design, construction, maintenance and operating activities; and that bicycle and pedestrian ways should be considered in new construction, reconstruction, resurfacing, or other retrofit road and bridge projects.


SECTION 2. That the City Council recognizes that limited exceptions to these accommodations are allowed under Florida Statutes, 335.065 related to state controlled roadways. The City Council will consider on a case by case basis exceptions to these accommodations along City roadways, and will highly encourage other jurisdictions to respect and use a similar approach to complete streets for all streets under their control within the incorporated City limits of Pensacola.

SECTION 3. That the City Council encourages the State of Florida, FDOT, and Escambia County to embrace and adopt complete street guidelines and policies and integrate them into their standard street design and operations.


SECTION 4. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the city council of the City of Pensacola, Florida.

Adopted: August 9, 2012

Approved: 
President of City Council

Attest:


City Clerk

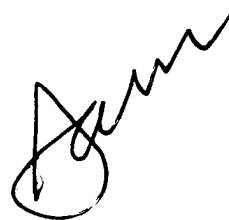
Legal in form and valid
as drawn:


City Attorney

CITY COUNCIL MEMORANDUM

August 9, 2012

Item 16A



TO: City Council

FROM: Sam Hall, Council President

SUBJECT: Resolution No. 29-12 – Complete Streets

RECOMMENDATION:

That City Council adopt Resolution No. 29-12.

SUMMARY:

Complete Streets offer many benefits to communities of all sizes. Efficient and accessible connections between residences, schools, parks, public transportation, offices, and retail destinations can produce an economic benefit. Safety is increased when roads are designed for pedestrian and bicycle travel, and by encouraging more walking and bicycling public health can be improved. Streets that provide multiple travel choices can give people the option to leave their cars at home to avoid traffic jams, and this, in turn, has the ability to increase the overall capacity of the local transportation network. Streets that provide room for bicycling and walking result in more children walking and biking to school. Safe Routes to School programs, which are becoming increasingly popular across the country, benefit from complete streets policies that help turn all routes into safe routes.

By adopting a resolution supporting Complete Streets, the City acknowledges and affirms that road projects should be designed to accommodate all users to the fullest extent possible, and that bicycle and pedestrian ways should be considered in new construction, reconstruction, resurfacing, or other retrofit road projects.

PRIOR ACTION:

In 2010, City Council adopted Complete Streets policies into the Transportation Element within the Goals Objectives and Policies document of the City's Comprehensive Plan.

FUNDING: Budget: N/A
Actual: N/A

ATTACHMENTS: Res. 29-12

PRESENTATION: No.

RESOLUTION
NO. 29-12

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY OF PENSACOLA
ESTABLISHING A COMPLETE STREETS POLICY
TO INTEGRATE BICYCLING, WALKING AND
PUBLIC TRANSIT WITH THE CITY'S
~~TRANSPORTATION~~ PROGRAMS, PROJECTS,
AND POLICY INITIATIVES.

WHEREAS, in 2005, the Florida Legislature directed the Florida Department of Transportation (FDOT) to determine ways to increase the use of bicycles in order to conserve energy, reduce pollution, and improve health, and established FDOT's Conserve by Bicycle Program Study, which recommended that "public agencies accommodate bicycling on all non-limited access roadways in Florida"; and

WHEREAS, Florida Statutes, Section 335.065, titled "Bicycle and pedestrian ways along state roads and transportation facilities" is part of FDOT's Pedestrian and Bicycle Procedure and states that "Bicycle and pedestrian ways shall be given full consideration in the planning and development of transportation facilities...and bicycle and pedestrian ways shall be established with the construction, reconstruction, or other change of any state transportation facility..."; and

WHEREAS, the streets of a city are an important part of the livability of the overall community. They should be designed with all users in mind - including bicyclists, public transportation vehicles and riders, and pedestrians of all ages and abilities; and

WHEREAS, streets that support and invite multiple uses, including safe, active, and ample space for pedestrians, bicycles, and transit are more conducive to the overall quality of life of a community, rather than streets designed primarily to move automobiles; and

WHEREAS, encouraging active transportation such as walking and biking offers the potential for improved public health, a cleaner environment, and a more livable community; and

WHEREAS, the City of Pensacola's Comprehensive Plan includes goals, objectives and policies that support Complete Streets and multi-modal transportation options; NOW, THEREFORE,

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

SECTION 1. That the City Council affirms that all road projects should be designed to comfortably accommodate all users to the fullest extent possible; that bicycling, walking and public transit accommodations should be a routine component of the City's planning, design, construction, maintenance and operating activities; and that bicycle and pedestrian ways should be considered in new construction, reconstruction, resurfacing, or other retrofit road and bridge projects.

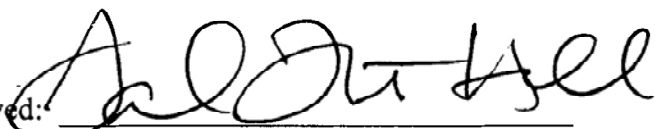
SECTION 2. That the City Council recognizes that limited exceptions to these accommodations are allowed under Florida Statutes, 335.065 related to state controlled roadways. The City Council will consider on a case by case basis exceptions to these accommodations along City roadways, and will highly encourage other jurisdictions to respect and use a similar approach to complete streets for all streets under their control within the incorporated City limits of Pensacola.

SECTION 3. That the City Council encourages the State of Florida, FDOT, and Escambia County to embrace and adopt complete street guidelines and policies and integrate them into their standard street design and operations.

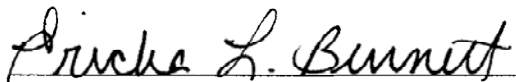
SECTION 4. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the city council of the City of Pensacola, Florida.


Adopted: August 9, 2012

Approved: 
President of City Council

Attest:


City Clerk

Legal in form and valid
as drawn:


City Attorney

CITY COUNCIL MEMORANDUM

August 9, 2012
Item 16A



TO: City Council

FROM: Sam Hall, Council President

SUBJECT: Resolution No. 29-12 – Complete Streets

RECOMMENDATION:

That City Council adopt Resolution No. 29-12.

SUMMARY:

Complete Streets offer many benefits to communities of all sizes. Efficient and accessible connections between residences, schools, parks, public transportation, offices, and retail destinations can produce an economic benefit. Safety is increased when roads are designed for pedestrian and bicycle travel, and by encouraging more walking and bicycling public health can be improved. Streets that provide multiple travel choices can give people the option to leave their cars at home to avoid traffic jams, and this, in turn, has the ability to increase the overall capacity of the local transportation network. Streets that provide room for bicycling and walking result in more children walking and biking to school. Safe Routes to School programs, which are becoming increasingly popular across the country, benefit from complete streets policies that help turn all routes into safe routes.

By adopting a resolution supporting Complete Streets, the City acknowledges and affirms that road projects should be designed to accommodate all users to the fullest extent possible, and that bicycle and pedestrian ways should be considered in new construction, reconstruction, resurfacing, or other retrofit road projects.

PRIOR ACTION:

In 2010, City Council adopted Complete Streets policies into the Transportation Element within the Goals Objectives and Policies document of the City's Comprehensive Plan.

FUNDING: Budget: N/A
Actual: N/A

ATTACHMENTS: Res. 29-12

PRESENTATION: No.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00378

City Council

11/8/2018

PRESENTATION ITEM

FROM: City Council Vice President Sherri F. Myers

SUBJECT:

PRESENTATION - ESCAMBIA COUNTY ANIMAL SHELTER

REQUEST:

That City Council receive a presentation from John Robinson, Director of the Escambia County Animal Control Shelter. Further that this presentation be given at the City Council meeting on November 8, 2018.

SUMMARY:

A presentation given by John Robinson, the Director of the Escambia County Animal Control Shelter giving an overview of the challenges faced within the City and the County as it relates to stray animals.

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 #: 18-00395

City Council

11/8/2018

PRESENTATION ITEM

FROM: City Council Vice President Sherri F. Myers

SUBJECT:

CLIMATE MITIGATION AND ADAPTATION TASK FORCE REPORT

REQUEST:

That City Council accept a presentation from the Climate Mitigation and Adaptation Task Force for delivery of the Task Force Report. Further that this presentation be given at the November 8, 2018 City Council Meeting.

SUMMARY:

The Climate Mitigation and Adaptation Task Force has completed their report that they wish to deliver to City Council.

PRIOR ACTION:

January 26, 2017 - Climate Mitigation and Adaptation Task Force holds it first meeting

October 13, 2016 - City Council appointments members to the Climate Mitigation and Adaptation Task Force

December 9, 2015 - City Council directed the Council Executive to work with the Chairperson of the EAB to organize the Climate Mitigation and Adaptation Task Force based on the recommendations sent to the City Council by the EAB

June 18, 2015 - City Council voted to hold a workshop to receive recommendations from the EAB to establish a Climate Mitigation and Adaptation Task Force

August 28, 2014 - City Council adopted Resolution No. 29-14 referring the matter of creating a Climate Change Task Force to the Environmental Advisory Board for recommendation to the City Council

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Pensacola-Climate-Task- Force- Report 2018

File #: 18-00395

City Council

11/8/2018

PRESENTATION: Yes

Climate Action Recommendations

A Blueprint for Addressing
Climate Change
at the Municipal Level

City of Pensacola Climate Mitigation and Adaptation Task Force

2018



PHOTO CREDITS

Introductory pages:

Duncan McCall: 12th Avenue trees

Duncan McCall: Live oaks on shoreline

City of Pensacola: Aerial view of downtown featuring Plaza DeLuna and Palafox

Duncan McCall: Thiesen Building, downtown Pensacola, p 3

Duncan McCall: Ferdinand Plaza, downtown Pensacola, p 4

Google: Imagery ©2018 DigitalGlobe, p 7

Bruce Graner, Pensacola News Journal: Rescue of flood victims in Pensacola after historic rainfall—April 30, 2014, p 10

Elaine Sargent: Pensacola City Hall viewed from Maritime Park, p 13

Carrie Stevenson: Saufley Solar Field, p 14

Carrie Stevenson: Seawall along Bayfront Parkway, p 16

Elaine Sargent: Shade for pedestrians on South Palafox, p 17

City of Pensacola Climate Mitigation and Adaptation Task Force

2018

Climate Action Recommendations

A Blueprint for Addressing
Climate Change
at the Municipal Level

Climate Mitigation and Adaptation Task Force
City of Pensacola

2018

TASK FORCE MEMBERS

Elaine Sargent

Chairman

350 Pensacola

Laurie Murphy

Vice Chairman

Emerald Coastkeeper

Dr. Haris Alibašić

University of West Florida

Cynthia Cannon, AICP

Santa Rosa County

Carrie Stevenson

Escambia County

Tim Haag

Emerald Coast Utilities Authority

Mark Gibson

NAS Pensacola

Advisors:

Dr. Wade Jeffrey

University of West Florida

Christy Johnson, AICP

Florida Department of Transportation



City of Pensacola Climate Mitigation and Adaptation Task Force

2018

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City of Pensacola Climate Mitigation and Adaptation Task Force

2018

Introduction

The imperative for climate adaptation and mitigation planning stems from overwhelming evidence of climate change and the effects on coastal cities and regions. Researchers and scientists point to the changing climate as a direct result of human activities with devastating consequences for communities around the world. The climate-related threats include intense rain and flood events, sea level rise, droughts, and heat waves. Addressing climate change is imperative for communities to pursue and is based on unique characteristics of communities and local governments and threats they are facing.

The City of Pensacola and its regional partners, including counties and other local governments, are pursuing an aggressive and overarching climate-planning objective to address underlying climate change threats. The planning process included an appointment of the Climate Mitigation and Adaptation Task Force. The report produced by the Task Force provides a general outline of the direction for the City of Pensacola and the region to undertake specific actions to counter threats and impacts of climate change and extreme weather.

Task Force Goals and Objectives

The goals and objectives of the Climate Mitigation and Adaptation Task Force shall include, and are not limited to:

- Advance adaptation and mitigation strategies to enhance the City's and regional resilience and preparedness for withstanding the likely adverse effects of climate change, including flooding resulting from heavy precipitation, rising sea levels, intense hurricanes, heat waves, and other extreme weather events.
- Promote a program of education, incentives, and public outreach to encourage residents, business owners, governments, and organizations to participate in the Climate Adaptation and Mitigation Plan.
- Generate suggestions to obtain federal and state grants, investments in energy efficiency and other financial resources to offset program costs. Measures may include initiatives to conserve energy and reduce greenhouse gas (GHG) emissions within government operations and incentives for homeowners, businesses and organizations to save energy, reduce costs and decrease GHG emissions.

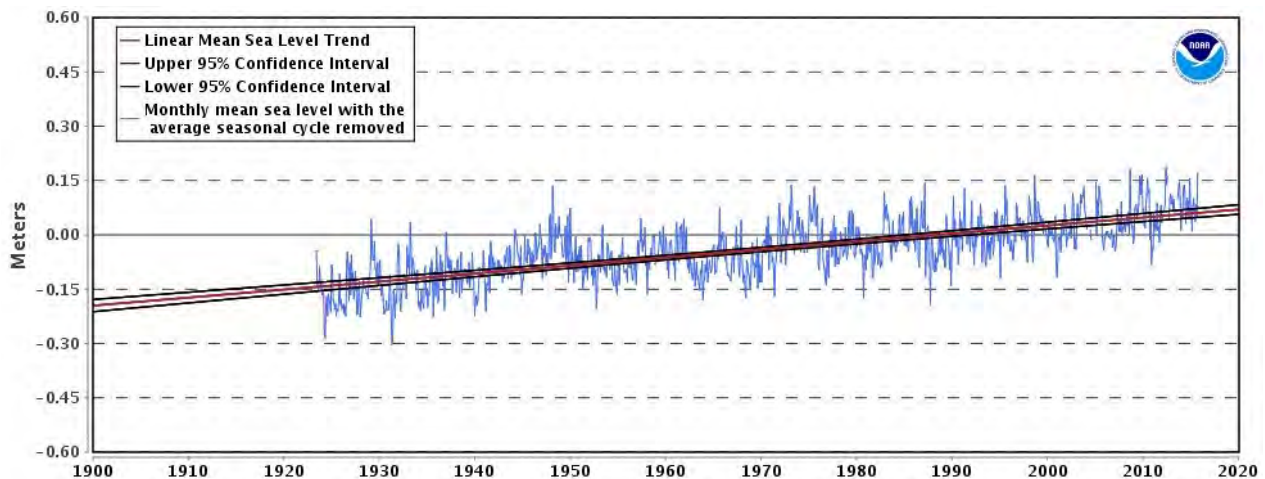
The Climate Change Threats to Northwest Florida and the City of Pensacola

Climate change is a driving force in Florida's growing weather extremes. Florida is becoming hotter and more humid (Climate Central, 2016, July 13). Northwest Florida is threatened by sea level rise, record-breaking heat indexes, increasing frequency and duration of extreme heat and drought, heavier rain, wildfires, inland and coastal flooding, storm surges exacerbated by stronger hurricanes, and decreasing freshwater availability (Climate Central and ICF International 2015) (Carter et al. , p. 397).

These risks threaten natural and built environments, the economy, and human health. Our region has already been affected by the kind of economic and social disruptions that extreme heat, heavy rain, and flooding can create. As noted in the Climate Central report and projections, Pensacola faces several risks associated with global warming, including sea level rise, multiplying extreme flood risk in the Pensacola region (Strauss et al. 2014, p. 51).

A Blueprint for Addressing Climate Change at the Municipal Level

Local governments are typically the first responders when an extreme weather event affects their communities. Coastal communities in particular have long dealt with the aftermath of disastrous hurricanes and floods, with devastating consequences to local economies. Continuing and expanding the efforts to be better prepared to proactively address these events will result in a highly resilient community.



Historical water level records from Pensacola, Florida have established a representative long-term historical SLR trend of 0.73 ft/century (source: NOAA Center for Operational Oceanographic Products and Services).



: Planning for : Energy Efficiency : and Climate : Change Mitigation

- Greenhouse gas (GHG) emissions
- have undeniably been affecting
- the climate. The reduction of GHG
- emissions can decrease the extent
- and severity of climate change.
- Remaining at the status quo or
- increasing GHG emissions will
- escalate changes in climate. Climate
- change mitigation includes actions to
- decrease GHG emissions, reducing
- the ultimate magnitude of climate
- change. Some of these actions also
- have the potential to contribute to
- cost savings, green jobs, and local
- economic development. The City of
- Pensacola and surrounding area can
- take actions to assess energy use and
- GHG emissions to achieve the carbon
- footprint reductions.
- The recommendations provide a
- blueprint for moving forward.

-
- Adopt a pledge to reduce the GHG emissions and join and actively participate in programs that provide planning tools such as: The Northwest Florida Clean Cities Coalition, Transformative Actions Program (TAP), Be Ready Alliance Coordinating for Emergencies (BRACE), United States Geological Survey (USGS) Sea-level Rise Simulation and Inundation Models, USGS Wetland Change Models, USGS Surface Elevation and Shoreline Erosion Models, and the Gulf Tools for Resilience Exploration Engine (Gulf TREE) through Northern Gulf of Mexico Sentinel Site Cooperative.



- The mayor should join the Mayors Climate Protection Agreement in solidarity with other cities in Florida. Joining the Climate Protection Agreement will support a mitigation initiative to reduce future impacts of climate change through pledge reductions in GHG emissions.
- Join the International Council for Local Environmental Initiatives (ICLEI)—Local Governments for Sustainability. ICLEI provides guidance for local climate action, including ClearPath™—“an online software platform for completing greenhouse gas inventories, forecasts, climate action plans, and monitoring at the community-wide or government-operations scales.” (icleiusa.org/clearpath/)
- Commit to meet a 30% renewable energy target by 2030 for city-owned facilities and operations, with a goal of 100% renewable by 2040.
- Support and encourage energy efficiency efforts, including the ENERGY STAR® labeling program and Leadership in Energy and Environmental Design™ (LEED).
- Encourage the start of a special adaptation action area group similar to the Southeast Florida Regional Compact. This group could be called the Northwest Florida Regional Compact and would study the outcome of adaptation strategies.
- Complete an inventory of city-wide GHG emissions and prepare a climate adaptation plan, as have many municipalities and counties around the state.
- Incorporate language about climate change in updated comprehensive plans, and pass local laws or codes that uphold those values.
- Include the following sectors: transportation, water resources/ utilities, natural resources, agriculture, and disaster risk as part of the climate change planning process.
- Reduce GHG emissions from municipal facilities and operations, including increasing energy efficiency and conservation measures. In addition to reducing negative environmental impact, these efforts may provide for cost avoidance and savings.
- Install or purchase renewable energy, such as solar panels or other renewable power on municipal buildings, and incorporate LEED design.
- Educate the public about the changing climate, and involve and engage local citizens and volunteers in the processes of adaptation and mitigation. Encourage and incentivize local businesses and residents to reduce their energy consumption.
- Support regional and statewide policies to promote and develop renewable energy systems, net-metering, and installation of solar and geothermal projects.

Planning for Resilience and Climate Change Adaptation

- The City of Pensacola has the opportunity and responsibility to start planning to ensure the community is resilient to climate change. The first course of action is to better understand what changes are likely at the local (and regional) level and to continue to make sure to prepare for these changes. Climate change adaptation refers to the actions organizations adopt and implement to reduce the impacts of the climate changes that either have already occurred or will inevitably occur. Resilience is the capacity of communities and organizations to withstand stress and catastrophe, and to recover and adapt successfully in the face of threats or disaster.
- Here are some of the initiatives that the City of Pensacola can undertake to increase the community's resilience to climate change impacts.

- Develop emergency management plans and Federal Emergency Management Agency (FEMA) all-hazard mitigation plans that include climate change projections and adaptation strategies, and participate in the National Flood Insurance Program as well as FEMA's Community Rating System (CRS). The City of Pensacola is currently ranked 7 out of 10 on the FEMA CRS scale, resulting in a 15% annual discount in flood insurance for all insured properties. Surrounding communities have reached levels 5 (Pensacola Beach, Santa Rosa County) and 6 (Escambia County). The City should continue making a concerted effort to improve its CRS rating. Acting on the suggestions made in this report would contribute significantly to improving this rating.

- Consider current and subsequent updates to sea level rise (SLR) projections to inventory and map municipal infrastructure that may be vulnerable to climate change, and make plans and budget to replace, move or harden, or add supportive infrastructure at appropriate times as those models indicate.
- Utilize local authority to protect open space, wetlands, and riparian buffers to increase resilience to extreme weather events.
- Become an active participant on the policy board of the Pensacola and Perdido Bay's Estuary Program; encourage climate resilience strategies in addition to water quality management and improvement.
- Incorporate Better Site Design, Low Impact Development (LID) and green infrastructure principles into local codes and planning decisions to increase resilience of streams, bayous and floodplains to heavy precipitation events. Protect the natural riparian (natural shoreline) zones of these water bodies and incentivize restoration of living shorelines instead of hardening (stone, wood and concrete seawalls). Utilize Escambia County's LID Reference Manual and create incentives for its use within the City and region.
- Use a watershed-level rather than site-level approach to manage stormwater runoff and flooding. Wide-scale watershed management can reduce impacts of flooding from stormwater downstream through the use of better urban planning and design principles including a multi-jurisdictional approach.
- Encourage higher density development where appropriate as an urban stormwater best-management practice. More compact development patterns generate less stormwater runoff overall than low-density development.

Areas of Emphasis for Climate Preparedness

Comprehensive Plan Climate Mitigation and Adaptation Element

Goal: Achieve a sustainable, climate resilient community by promoting energy efficiency and greenhouse gas reduction strategies; protecting and adapting public infrastructure, services, natural systems and resources from climate change impacts; and continuing to coordinate and communicate locally and regionally to monitor and address the changing needs and conditions of the community.

Greenhouse Gas Emissions Reduction Goals

Transportation

Built Environment

Emergency Planning

Local Utilities

Public Health

Outreach

Economic Development and Resilience

Greenhouse Gas Emissions Reduction Goals

Objective: Mitigate the causes of climate change while providing clean energy solutions and a more energy efficient way of life for residents, business interests, and visitors.

Policy Recommendations:

- The City of Pensacola shall mitigate its contribution to global climate change by reducing municipal operations greenhouse gas emissions to 30% by 2030, based on the data from the City's inventory of GHG emissions (see inventory recommendation, page 4). The long-term goal shall be zero GHG emissions. The City will continue to regularly monitor and track the progress of programs and initiatives that contribute to the final reaching of these goals.
- The City of Pensacola shall encourage research for increasing the proportion of electricity generated by alternative and renewable energy sources within the City, such as solar, wind, geothermal and ocean energy technologies.
- The City of Pensacola should plan for and facilitate the development of infrastructure that provides public access to alternative fuels and electric vehicle charging stations by 2025. Actions should include:
 - Preparing for deployment and optimal distribution of a regional system
 - Negotiating inter-local agreements with County, State, and private entities to share existing and proposed infrastructure
 - Incentivizing and improving processes and programs for installation of alternative fuel and electric vehicle charging infrastructure (including city-owned parking lots and buildings)



Transportation

Objective: Advance transportation and land-use choices that reduce fossil fuel use and vehicle miles traveled; improve the mobility of people, goods, and services; provide a diverse, efficient and equitable choice of transportation options; and increase the City’s resilience to the impacts of climate change.

Policy Recommendations:

- The City of Pensacola shall continue to encourage mixed land uses which promote functional, walkable mixed-use development designs and projects by providing flexibility in development review and requirements for these projects, revising the zoning and land development codes to support such projects, and promoting the adoption of land development codes that support and establish sustainable development patterns, especially in areas identified as high risk to sea level rise. Discourage and/or prevent development in flood zones and areas near wetlands and coastal zones. Reduce future development in areas prone to flooding. Preserve and grow mixed-use and dense development neighborhoods in low hazard (non-historically flooded) areas, making essential services and businesses accessible through multimodal means of transportation.
- The City of Pensacola shall continue to seek to diversify fuel options for public transit and fleet vehicles, expand infrastructure for charging electric and hybrid electric vehicles and incentivize parking for alternative fuel vehicles. Adopt a policy that discourages expansion of roadways that add more lanes to grow capacity. Focus on the maintenance and the improvements of “vital streets” or existing roads where appropriate. Evaluate the adoption of a complete streets concept, looking at street design from a pedestrian/biking perspective as well as the importance of traffic calming. Any new road project would need to meet the following criterion before approval: Roadway will serve as a connector between areas to reduce driving miles, consequently decreasing carbon footprint and emissions.
- The City of Pensacola shall review and support new city codes that help to create more bicycle and pedestrian-friendly infrastructure for our communities.

Built Environment

Objective: Improve the climate resilience and energy-efficiency of new and existing buildings and public infrastructure, and develop adaptation strategies for areas vulnerable to climate change-related impacts.

Policy and Initiative Recommendations:

The City of Pensacola shall encourage greener, more efficient and climate resilient construction practices.

- Build all new construction of city or public facilities to LEED standards.
- Utilize national guidelines and performance benchmarks for sustainable land design, construction and maintenance practices, as developed by The Sustainable Sites Initiative™ (SITES).
- Reevaluate the base finish floor elevation standards concerning projected sea level rise scenarios and flooding potential.
- Install solar panels on City buildings.
- Use ENERGY STAR rated appliances and HVAC equipment within City buildings.
- Incorporate building design specifications city-wide for commercial and residential developments to increase resistance to impacts from more intense storm events.
- Encourage all building/construction personnel to have National Pollutant Discharge Elimination System (NPDES) training and erosion/sediment control training.
- Encourage sustainable practices for site design, construction and maintenance. These regulations help reduce urban runoff and mitigate the effect of new development, redevelopment, or infill development on the existing drainage system. Develop a new unified Stormwater Building Code. The new code would contain requirements to protect the City's drainage system during construction, as well as post-construction stormwater management requirements.

- Develop permeable surfaces and green incentives for residents and businesses throughout the City of Pensacola. Encourage stormwater fee reduction based on beneficial pervious surface area and development incentives during the process of applying for development permits for zoning upgrades. Explore grant opportunities to provide direct funding to property owners and/or community groups for implementing a range of green infrastructure projects and practices. Develop a rebate program or provide installation financing to provide funding, tax credits or reimbursements to property owners who install specific practices, and promote an awards and recognition program that would provide marketing opportunities and public outreach for exemplary projects. This may include financial incentives.

Policy Recommendations:

- Work cooperatively to review and re-evaluate current zoning codes, regulations and policies according to sustainable community development practices, such as those outlined in the criteria recommended by the United States Green Building Council's Leadership in Energy and Environmental Design for Neighborhood Development (LEED-ND) certification, or by application of a national rating system for local governments, such as the STAR Community Index™ (STAR), and NPDES stormwater permit.

- Identify areas of frequent “nuisance flooding” and create a public database for future reference, which will disincentivize construction in historically and newly flooded area.
- Create an Inland Flooding Adaptation Action Area.
- Create a mechanism for transfer of ownership for properties in high hazard areas to create green space and mitigate flood risks.
- Limit public expenditures in coastal high hazard areas.
- Reduce development density in high flood zones/coastal high hazard areas.

Policy Recommendation:

The City of Pensacola shall continue to review policies and promote programs which advance GHG reduction and energy conservation strategies; promote compact, transit-oriented, pedestrian-friendly development; further green construction practices and the design of climate-sensitive and energy efficient buildings; encourage cluster development in order to retain or create native vegetative communities; and address the resilience and survivability of buildings and infrastructure to rising sea levels, tropical storms, storm surge, and other climate change impacts, thoroughly evaluate and re-evaluate coastal land use.

Policy Recommendation:

The City of Pensacola shall evaluate the costs and benefits of adaptation alternatives in the location and design of new infrastructure as well as the fortification or retrofit of existing infrastructure.

Policy Recommendation:

Assess and quantify the multiple environmental, social, and economic benefits of green infrastructure, as trees, forests, wetlands, and waterways provide natural protection and increase resilience by improving air quality, providing shade, reducing heat, storing surface water and retaining stormwater runoff through green stormwater initiatives. Furthermore, conservation and expansion of green infrastructure decisions should include measurements of meeting the GHG mitigation targets, public health, and safety goals, and climate change adaptation priorities.

- The City of Pensacola shall utilize the City Tree Ordinance fund to maximize the benefits of trees throughout the community to absorb carbon dioxide, rebuild urban riparian zones, provide passive cooling for buildings, and provide shade for more walkable streets.
- The City of Pensacola shall continue to maintain annual certification as a Tree City USA Community in partnership with the Florida Forest Service and the Arbor Day Foundation. Tree City USA designation demonstrates the commitment of the city in protecting, conserving, and managing trees on the city-owned property to ensure that the benefits of healthy, native, urban forests and trees are fully utilized.
- The City of Pensacola shall partner with other area organizations by joining the Six Rivers Cooperative Invasive Species Management Area (CISMA) as a partner-member. The Six Rivers CISMA Partnership is comprised of local, private, and public partners who work together to control invasive species in the NW Florida region. The City of Pensacola has many wetlands and stormwater treatment areas that are predominantly comprised of invasive species. Controlling these species followed by the establishment of native species will improve the effectiveness of stormwater management in wetlands.



Emergency Planning

Objective: Ensure exceptional planning and coordinated emergency preparedness and post-disaster management in the context of climate change.

Policy and Initiative Recommendations:

- The City of Pensacola shall coordinate with Escambia County and regional planning agencies to ensure adequate planning and response for emergency management in the context of climate change by maximizing the resilience and self-sufficiency of, and provide access to, public structures, schools, hospitals and other shelters and critical facilities.
- The City of Pensacola shall develop plans and monitor programs to address the impacts of climate change on households and individuals especially vulnerable to health risks attributable to or exacerbated by rising temperatures, to include low-income families and the elderly.
- The City of Pensacola shall continue to communicate and collaboratively plan with other local, regional, state and federal agencies on emergency preparedness and disaster management strategies. This includes incorporating climate change impacts into updates of local mitigation plans, water management plans, shelter placement and capacity, review of significant traffic ways and evacuation routes, and cost analysis of post-disaster redevelopment strategies.
- The City of Pensacola shall work to encourage dialogue between residents, businesses, insurance companies and other stakeholders, through public education campaigns and workshops to increase understanding regarding the potential impacts of climate change on our coastal communities and evaluate the shared costs of action or inaction in human, ecological and financial terms.
- The City of Pensacola shall work with the Florida Division of Emergency Management and other agencies to incorporate sea level rise and increasing storm surge impacts into the remapping of potential hazard areas in coastal zones by 2020. Revised hazard area designations should better reflect the risks to communities associated with climate change and allow reevaluation of suitability for development or redevelopment in these areas.
- The City of Pensacola shall cooperatively develop model codes and policies to encourage post-hazard redevelopment in areas with less vulnerability to storm surge, inundation, flooding, sea level rise and other impacts of climate change, and incentivize locally appropriate mitigation and adaptation strategies.

Local Utilities

Objective: Ensure the resilience of existing water resources, and water and wastewater infrastructure to the impacts of climate variability and change to protect water quality and quantity, and minimize the potential for flood damage and water shortages, while improving the energy efficiency of utilities and reducing carbon emissions and climate impacts. Work with energy provider utilities on mitigation of climate change by transitioning to zero GHG emission energy sources (e.g., renewable energy).

Policy Recommendations:

- The City of Pensacola shall, by 2020, coordinate with local service providers to ensure that water and wastewater service planning and policy development consider methods for reducing utilities' "carbon footprint," including the best management practices recommended in American Waterworks Association Florida Vision 2030, which have been recognized by utilities as appropriate utility responses to climate change. Also, additional means of reducing demand for traditional energy sources at the water and wastewater treatment facilities, such as through the production of energy through cogeneration systems, should be explored.
- The City of Pensacola shall develop, implement and coordinate water conservation initiatives, in partnership with water and wastewater utilities, as part of long-term water supply planning, and seek the continued support of the Northwest Florida Water Management District and other agencies. Recognizing the fragility of our community's sole water source, the Sand-and-Gravel Aquifer, the City should strive to protect the groundwater resource along with both existing and future public drinking water supply wells. The City should consider a uniform approach, in conjunction with Escambia County, to protection of the groundwater resource and the drinking water supply by adoption of the County's Wellhead Protection Areas (WHPAs) and the applicable development standards for those WHPAs.
- The City of Pensacola shall support recurring and continued development of local integrated models and continuous data collection, to help predict and track the impacts of sea level rise on groundwater levels, saltwater intrusion, and drainage infrastructure through enhanced development and application of local aquifer and hydraulic models and the use of down-scaled climate models.
- The City of Pensacola shall work in coordination with local utilities to maintain and advance infrastructure protection, utility location, and adaptation through infiltration and inflow program development to reduce the flow of groundwater and stormwater to wastewater collection and treatment facilities.
- The City of Pensacola shall work with utility services to investigate the feasibility of relocating above-ground utilities underground in areas vulnerable to high winds and frequent power disruption due to storms.
- The City of Pensacola shall send to electric utilities that provide power to the area within the City of Pensacola a formal statement declaring the City's desire to receive electric energy from zero GHG emission sources (e.g., renewable energy). The City shall also send a request to these utilities to transition to renewable energy sources, with a goal of zero GHG emissions. Furthermore, the City shall request a long-term plan from these utilities for making this transition.

Public Health

Climate change influences public health in Florida through higher average temperatures and an increase of the frequency, intensity, and duration of extreme weather—heat waves, heavy rains, drought, tornadoes, hurricanes, and storm surge. The impacts to public health include an increase in aeroallergen-related asthma and other respiratory diseases, vector-borne and water-related diseases, heat-related deaths and illnesses, and mental health issues related to dealing with disasters such as hurricanes and flooding. Power grid/power outages and infrastructure failures due to severe weather compound the effects on public health. All communities are impacted, but the most vulnerable are the poor, the elderly, young children, the sick, households of color, and people with disabilities. (Luber, G. et al., 2014, pp. 221-233)

Objective: Prepare for and protect the public from adverse health impacts of climate change.

Policy Recommendations:

- The City of Pensacola and City subcontractors shall follow Federal guidelines and best practices to prevent injuries, cognitive difficulties, and other hazards related to working outside in weather extremes such as high temperature and humidity. The guidelines may require providing shade, rest, or cooling to outdoor workers. The City shall also encourage local businesses to follow the recommendations.
- The City of Pensacola shall increase the resilience of critical infrastructure when appropriate to support human health and well-being.
- The City of Pensacola shall work with other governmental agencies and the Escambia County Health Department to support drinking water quality monitoring and source water protection.
- The City of Pensacola shall work with other governmental agencies and the Escambia County Health Department to support enhanced surveillance of mosquitos to mitigate vector-borne disease. Long-term and consistent vector mosquito surveillance can create a baseline to identify periods with heightened risk.
- The City of Pensacola shall partner with the Escambia County Health Department, emergency management organizations such as BRACE, and public utilities to prepare and protect the safety, health and well-being of the public in the event of a hurricane or other severe weather event.
- The City of Pensacola shall partner with Escambia County and the Escambia County Health Department to notify the public of heat advisories, pollen alerts, and other climate-related health warnings.



Outreach

Objective: Increase opportunities in the community to learn about climate change, participate in decision-making, engage in a green economy, utilize green infrastructure, study health impacts, and reduce population vulnerability.

Policy Recommendations:

- The City of Pensacola shall continue to engage stakeholders, regional, state and federal partners, academia, practitioners and climate scientists, in exchanging information, best practices, and policy solutions regarding local climate change impacts and mitigation and adaptation strategies.
- The City of Pensacola shall promote partnerships between local government agencies, universities, professionals and practitioners, to foster an environment for connecting scientific research and education with practical applications that will contribute to the resilience and adaptation within the built and natural environments to the impacts of climate change. Work with University of West Florida and University of Florida Institute of Food and Agricultural Sciences (UF IFAS) Extension faculty to promote climate education events.
- The City of Pensacola shall partner with innovative construction projects to showcase the changes they incorporate in new construction to mitigate for flooding and other climate impacts.
- The City of Pensacola shall promote partnerships between local middle and high school career and academic academies to encourage student internships and learning opportunities to develop and educate local talent in the green jobs sector.
 - Beulah Middle School Pre-Engineering/STEM
 - Escambia High Engineering Academy
 - Pine Forest High Home Builders Association of West Florida Green Construction Trades Academy
 - West Florida High School Academies of Civil Engineering & Architecture, Cox Telecommunications, and Gulf Power
 - Washington High School Marine Science Academy



Economic Development and Resilience

Objective: Strengthen the local economy through green job opportunities, expand renewable energy and the market for energy efficient products and services, and incentivize energy conservation and retrofits.

Policy Recommendations:

- The City of Pensacola shall encourage the development of green industry and business which diversify the local economy and contribute benefits towards a sustainable future.
- The City of Pensacola shall continue to develop plans and programs in coordination with local municipalities, power companies, and private partners to reduce GHG emissions and create green job opportunities throughout the community, by
 - Expanding the market for energy efficient products and services;
 - Supporting alternative and renewable energy production through innovative financing; and
 - Promoting and incentivizing energy conservation retrofits.
- The City of Pensacola shall seek to strengthen the local economy by promoting green economic growth and green-collar work training programs in order to: create resilience; reduce reliance on fossil-fuel-based economies; provide a positive focus for economic development; advance the use of sustainable materials, technologies and services; and encourage local jobs in sustainable businesses which offer a living wage and make it possible for regional climate change goals to be met.
- The City of Pensacola shall review codes and regulations to enable and encourage eco-industrial development and business practices in line with the concept of the circular economy. Specifically, businesses models and land development patterns should be supported which promote by-product exchanges (so that one company's waste stream is another's source of raw materials) as to more efficiently use resources (materials, water, energy) throughout society.

: Task Force : Findings and : Recommendations

- Incorporate a Climate Mitigation and Adaptation Element into the City's Comprehensive Plan (as opposed to updating each element of the Comp plan with climate adaptation and mitigation policies).
- Seek funding to develop a Climate Action Plan or Climate Resilience Plan.
- Complete an inventory of city-wide GHG emissions to begin the mitigation plan. The establishment of a baseline measurement of GHG emissions is a fundamental step in addressing climate change and the community's resilience.
- Conduct a Vulnerability Assessment and establish resilience strategies based on those findings. Utilize the existing Florida Department of Economic Opportunity (FDEO) Vulnerability Assessment of Escambia County, which includes detail related to the City of Pensacola.
- Reestablish and fund the City of Pensacola Office of Sustainability (or similar program) to implement the Climate Action Plan and to provide an annual review and assessment of climate adaptation and mitigation of policies and strategies.
- Engage the Environmental Advisory Board (or appropriate entity) to work with City Council and city planning staff to ensure the city's Land Development Code addresses mitigation and adaptation policies.
- Pursue grant opportunities for City and regional partners to develop climate adaptation programming.



Addendum

Community Concerns and Priorities

- Develop Task Force priorities, for example, clean energy solutions, to start discussion with the community.
- Gather community feedback on the Task Force's proposed climate change policies and establish priorities based on that feedback.
- Create and implement a community-wide survey (see Satellite Beach report) and prioritize action areas based on resident feedback.
- Create a page on the City website dedicated to climate resilience information.

Find stakeholders' comments to the Task Force draft report at:
www.cityofpensacola.com/2900/Climate-Mitigation-and-Adaptation-Task-F

Appendix

Resolution of the Pensacola City Council
Creating a Climate Change Task Force:
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*Florida and the Surging Sea: A Vulnerability
Assessment With Projections for Sea Level
Rise and Coastal Flood Risk*. Climate Central
Research Report, pp 1-58.



Other Resources

American Institute of Architects commentary on climate change mitigation
www.aia.org/resources/77941-the-architects-critical-role-in-climate-chan

C40 Programmes: Compact of Mayors. C40 Cities.
www.c40.org/programmes/compact-of-mayors

Escambia Low Impact Design BMP Manual (2016)

myescambia.com/our-services/natural-resources-management/water-quality-land-management/low-impact-design

Workforce Education. Escambia County School District.
ecsd-fl.schoolloop.com/career

Broward County Climate Action Plan—Local Strategy to Address Global Climate Change
www.broward.org/NaturalResources/Documents/BrowardCAPReport2015_FINAL_DRAFT_01252016.pdf

City of Punta Gorda Adaptation Plan
www.cakex.org/sites/default/files/Punta_Gorda.pdf

Community Resiliency in the City of Satellite Beach
[www.satellitebeach.org/Residents-Visitors/City Documents/City Sustainability Plan 5-3-2017.pdf](http://www.satellitebeach.org/Residents-Visitors/City_Documents/City_Sustainability_Plan_5-3-2017.pdf)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00375

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

HOME INVESTMENT PARTNERSHIPS ACT PROGRAM INTERLOCAL AGREEMENT

RECOMMENDATION:

That City Council approve the HOME Investment Partnerships Act Program (HOME) interlocal agreement with Escambia County providing for the City of Pensacola's participation in the HOME program. Further, that City Council authorize the Mayor to execute all documents relating to the program's administration.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Cranston-Gonzalez National Affordable Housing Act of 1990 authorized contiguous local jurisdictions to enter a consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Act Program's regulations. The City of Pensacola and Escambia County entered into the HOME Consortium Agreement on June 22, 1999, which was extended by mutual agreement in May 2017, to assist with the rehabilitation of distressed housing within the City. HOME funds are used to support the Substantial Housing Rehabilitation/Reconstruction program. This program allows for major renovation or reconstruction of a severely substandard home.

The City of Pensacola is responsible for assuring compliance with all regulatory, statutory, and administrative requirements associated with HOME activities undertaken in the City. Escambia County, as the fiscal agent, provides limited administrative authority for the program's implementation and maintains final approval authority with regard to the expenditure of HOME activity and administrative funds. Both jurisdictions cooperatively develop program policies, procedures, and actions required to implement the program.

PRIOR ACTION:

N/A

FUNDING:

Budget: \$135,500

Actual: \$166,719

FINANCIAL IMPACT:

The notice of funding commitment from the U.S. Department of Housing and Urban Development was received after the adoption of the Fiscal Year 2019 Budget. The additional revenue and expense will be appropriated on the unencumbered carryover resolution.

CITY ATTORNEY REVIEW: Yes

10/9/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Marcie Whitaker, Housing Administrator

ATTACHMENTS:

- 1) Interlocal Agreement for HOME Investment Partnerships Act Program

PRESENTATION: No

**INTERLOCAL AGREEMENT
FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM**

THIS AGREEMENT is made and entered into this 4th day of OCTOBER, 2018, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**ESCAMBIA COUNTY**"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **CITY OF PENSACOLA**, a municipality chartered in the State of Florida ("**CITY OF PENSACOLA**"), whose address is P.O. Box 12910, Pensacola, Florida 32521 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME" Program", the "Program") and which regulate the terms under which the City of Pensacola shall provide HOME Program eligible services and assistance to eligible families residing within the City of Pensacola.

WITNESSETH:

WHEREAS, Escambia County and the City of Pensacola have legal authority to perform general governmental services within their respective jurisdictions; and

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

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME" (CFDA # 14.239); and

WHEREAS, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2017, Escambia County and the City of Pensacola have determined that the provision of Substantial Housing Rehabilitation/Reconstruction assistance authorized at 24 CFR Part 92.205, 92.250, 92.251, and 92.252 is a high priority need in the City of Pensacola; and

WHEREAS, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to the City of Pensacola, where the Pensacola Housing Division shall administer the City of Pensacola's participation in the HOME Program.

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:

SECTION 1. Purpose of the Agreement.

This Agreement provides the Mayor of the City of Pensacola the authority and concurrent responsibility required to implement Substantial Housing Rehabilitation activities in the City of Pensacola ("HOME Activities"), as provided for in the **2018** Escambia Consortium HOME Program Description approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. The City of Pensacola shall have direct responsibility for assuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities undertaken in the City of Pensacola according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

SECTION 2. Coordination.

The City of Pensacola agrees to cooperate fully with Escambia County and the Neighborhood Enterprise Division ("NED") of the Escambia County Neighborhood & Human Services Department in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, the City of Pensacola and its Housing Division, in cooperation with NED, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

SECTION 3. HOME Program Policies, Procedures and Requirements.

The City of Pensacola, the Pensacola Housing Division, Escambia County, and NED shall cooperate in the development of the policies, procedures and actions required to implement the HOME Substantial Rehabilitation, Homebuyer Assistance and/or Tenant Based Rental Assistance activities in the City of Pensacola, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. The City of Pensacola shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to the City as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference and the Consortium HOME Program Policies and Procedures Manual. The City of Pensacola and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

Escambia County and the City of Pensacola shall adhere to all applicable Federal, State, and County rules, regulations and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the HOME Investment Partnerships Program Regulations. In the event of conflict between the governing regulations, the stricter interpretation shall govern. The City of Pensacola shall fully comply with the uniform administrative, fiscal and project requirements stipulated in the above cited laws and regulations, and in such laws and regulations as may be referenced therein, to the extent applicable. Specific compliance with applicable provisions of Subpart H and Subpart K of 24 CFR Part 92 shall be required at all times with respect to HOME funded aspects of the development. The County assumes Environmental Review obligations under 24 CFR Part 92.352.

Escambia County and the City of Pensacola agree that all actions related to this Agreement shall be undertaken in accordance with applicable provisions of Federal Laws and Regulations *with regard to HOME assisted units*. Such Federal requirements include, but are not limited to: Equal Employment Opportunity, Fair and Equal Access to Housing, Provisions Prohibiting Discrimination, Section 3 Compliance, MBE/WBE Utilization Goals, Affirmative Marketing Measures, Davis-Bacon Labor Standards Provisions (for individual projects exceeding eleven HOME-assisted units), Contract Work Hours Act, Lead-Based Paint Inspection and Treatment Requirements, Conflict of Interest Provisions, Anti-Nepotism Provisions, Displacement and Relocation Requirements, Prohibition Against the use of Federally Debarred or Suspended Contractors or Sub-contractors, and Flood Insurance Provisions. In executing this Agreement, the City of Pensacola certifies that it shall take all actions required to fully comply with said provisions of law. Federal Davis-Bacon wage rates and all related payroll reporting and compliance requirements shall not apply to this agreement as each housing unit will be processed as a single unit.

SECTION 4. Funding.

a) Pensacola HOME Activities:

The maximum **2018** HOME Program funding available to provide assistance to documented eligible,

low/moderate income clients through HOME Activities in the City of Pensacola, Florida, shall be **\$143,930.00**. Said funds are allocated between approved and eligible HOME Activities denoted as follows:

Substantial Rehabilitation/Reconstruction of Homeowner Occupied Substandard Housing	\$143,930.00
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Total **\$143,930.00**

EXHIBITS I and II further detail the requirements associated with the project categories cited above, and regulations referenced therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and the City of Pensacola.

b) Pensacola HOME Activities Payment Processing:

Escambia County, through coordination with NED, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund (Fund 147) for Pensacola HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Pensacola HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County or to the City of Pensacola to reimburse costs that are advanced by the City of Pensacola, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. The City of Pensacola Housing Division shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Pensacola HOME Activities, the eligibility of clients assisted in the City of Pensacola, and all related payments; and further, the City of Pensacola shall be responsible for the repayment of any disallowed costs related to the Pensacola HOME Activities.

c) Pensacola HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Pensacola HOME Activities funding cited in Section 4(a) above, the City of Pensacola's HOME Activities require a minimum local match of **\$35,982.50** in non-federal funds. If required, the City of Pensacola's local match shall be provided through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program as fiscally administered by Escambia County. Said matching funds shall be expended to: (1) provide SHIP match for mutually designated Substantial Housing Rehabilitation units completed by the City under the terms and conditions of this agreement, and/or (2) provide affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be maintained by Escambia County through consultation with the City of Pensacola. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within the City of Pensacola, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, the City of Pensacola shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **\$22,789.00**, payable solely from funds currently available under the **2018 Escambia Consortium HOME Grant M-18-DC-12-0225**. Administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to the City of Pensacola in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. The City of Pensacola shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2018 Escambia Consortium HOME Grant M-18-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County and the City of Pensacola shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

f) Program Income:

Any HOME Program Income received by the City will be receipted and returned to the County not less than annually. The County will receipt the funds into Fund 147 and IDIS. Program Income funds will be utilized and disbursed on the next available eligible City project.

SECTION 5. Administrative Authority.

Upon written authorization of the County Administrator, the City of Pensacola, or the Pensacola Housing Division, may be authorized to prepare and execute documents and requests required to enter (set-up) and revise City projects in the HUD Integrated Disbursement and Information System (IDIS). However, neither the City of Pensacola nor the Pensacola Housing Division shall be authorized to draw down HOME Program funds from the Escambia Consortium Letter of Credit. Draw down of HOME funding from the Escambia Consortium Letter of Credit shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

SECTION 6. Program Records.

The City of Pensacola assumes responsibility for maintaining all records and documentation related to and supportive of the Pensacola HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. The City of Pensacola shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of six (6) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. The City of Pensacola shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. The City of Pensacola shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or

other nationally recognized overnight courier service, postage pre-paid and addressed to Escambia County and the City of Pensacola at the address set forth first above, with a copy in the case of County to:

Meredith Reeves, Division Manager
Neighborhood Enterprise Division.
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-0022
E-mail: mareeves@myescambia

and in the case of the City of Pensacola to:

Mayor
City of Pensacola
Pensacola City Hall
P.O. Box 12910
Pensacola, Florida 32521
Phone: (850) 435-1626
E-mail:

with a copy to the City of Pensacola Housing Division Administrator (or City Designee)

All notices shall be deemed served when received, except that any notice mailed or deposited in the manner provided in this section shall be deemed served on the postmark date or courier deposit (pickup) date.

SECTION 9. Effective Date, Term, and Termination.

a.) This Agreement shall become effective on **October 1, 2018**, and this Agreement shall continue for a term of one (1) year from said date or until all of the subject **2018 HOME** funds are fully expended and Grant **#M-18-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

b.) Under the HOME Program rule at §92.500(d)(1)(B), HOME funds shall be committed within 24 months after the last day of the month in which HUD notifies Escambia County of HUD's execution of the HOME grant agreement. The City of Pensacola shall endeavor to commit its **2018** funds by **September 30, 2020**, with expenditure by **September 30, 2023**. If the City cannot commit and/or expend its HOME funds by these deadlines, Escambia County reserves the right to re-program funds per the Citizen Participation Plan to another HOME eligible activity within the Escambia Consortium in order to avoid recapture of funds by HUD.

SECTION 10. Nepotism

The City of Pensacola and Escambia County agree to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination

a). The City of Pensacola agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are incorporated by reference herein.

b). All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, color, familial status, disability, religion, or national origin. The City of Pensacola accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder by its elected officials and officers, employees, agents, and representatives.

c). The City of Pensacola will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age or disability. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The City of Pensacola agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

(b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(c) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(d) This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

SECTION 13. Compliance with Public Records Laws.

The Recipient acknowledges 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. Recipient shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Recipient shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Recipient agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Recipient seven days written notice, during which period the Recipient still fails to allow access to such documents, terminate the contract. In such case, the Recipient shall not be entitled to receive any further payment.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE

CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

The remainder of this page left intentionally blank

[SIGNATURE PAGE FOLLOWS]

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, BY AND THROUGH
ITS BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

**ATTEST: Pam Childers
Clerk of the Circuit Court**

**BY: _____
Deputy Clerk
(S E A L)**

**By: _____
Jeff Bergosh, Chairman**

BCC Approved: October 4, 2018

Approved as to form and legal
sufficiency.

By/Title: Kelly A. Smith
Date: 9/21/18

**CITY OF PENSACOLA, a Municipal
corporation chartered in the State of Florida**

ATTEST:

**_____
Ericka L. Burnett, City Clerk
(SEAL)**

**By: _____
Ashton J. Hayward, III, Mayor**

APPROVED AS TO CONTENT:

**_____
Marcie Whitaker, Housing Administrator**

**LEGAL IN FORM AND VALID AS
DRAWN:**

**_____
City Attorney**

EXHIBIT I

2018 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION

ESCAMBIA CONSORTIUM
2018-2019 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES
FOR MEMBER JURISDICTIONS

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **\$521,746**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 4 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **\$143,930**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **\$100,000**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1 severely substandard homeowner occupied housing units. (Santa Rosa County)

HOMEBUYER ASSISTANCE

\$133,886

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

HOUSING DEVELOPMENT (CHDO SET-ASIDE) **\$179,913**

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

ADMINISTRATION/MANAGEMENT (JOINT)

\$119,941

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2018 HOME Funds Available to the Consortium **\$ 1,199,416**
(HUD Required 25% Local match provided through SHIP funds and carry forward match balance)

TOTAL 2018 HOME FUNDS PROJECTED **\$1,199,416**

EXHIBIT II

HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 CFR PART 92)

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THE ENTIRETY OF THE HOME RULE AT 24 CFR PARTS 92, ALL AMENDMENTS TO THE RULE, AND ANY SUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PART 92 HAS BEEN PROVIDED TO THE PARTY (IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

The CITY OF PENSACOLA, FLORIDA will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace ;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

- (1) taking appropriate personnel action against such an employee, up to and including termination; or
- (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **CITY OF PENSACOLA, FLORIDA**

Date: 10/4/18

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-18-DC-12-0225

CITY OF PENSACOLA, FLORIDA shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: City of Pensacola
 Pensacola Housing Division
 420 West Chase Street
 Pensacola, Florida 32502

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Five (5)

SIGNED: _____
 Certifying Officer
 Ashton J. Hayward, III, Mayor
 City of Pensacola

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Certifying Official
Ashton J. Hayward, III, Mayor
City of Pensacola

Date: _____

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Name: Ashton J. Hayward, III

Title: Mayor

HOME Investment Partnerships Act

(Project Name)

M-18-DC-12-0225

(Project Number)

Firm/Agency: City of Pensacola, Florida

Street Address: City of Pensacola Housing Division
420 West Chase Street
Pensacola, Florida 32502

FR 24.510 & 24 CFR, Part 24, Appendix A

**CERTIFICATION OF RECEIPT
HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS
(24 CFR PART 92)**

I/We hereby certify and affirm that Escambia County has provided the City of Pensacola with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92), copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

CITY OF PENSACOLA

By: _____
Ashton J. Hayward, III, Mayor

Date: _____

(homecert.wpd)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00393

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM INTERLOCAL AGREEMENT

RECOMMENDATION:

That City Council approve entering into the Pensacola and Perdido Bay Estuary Program Interlocal Agreement. Further that City Council authorize the Mayor to execute all associated implementing documents.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The U.S. Environmental Protection Agency selected a proposal by the Bay Area Resource Council and Escambia County to establish a new Estuary Program for Pensacola and Perdido Bays. The \$2 million grant is funded through the Gulf Coast Ecosystem Restoration Council as part of the RESTORE Act and will be hosted by Escambia County. The Estuary Program will guide the production of a Comprehensive Conservation and Management Plan that will be a fully vetted roadmap for achieving publicly identified outcomes and goals for Pensacola and Perdido Bays.

Stakeholders from federal, state and local agencies and the public will develop a long-term plan that will address water quality and living resource challenges and priorities in Pensacola and Perdido Bays. The Pensacola and Perdido Bays Estuary Program is a non-regulatory program that will seek to build on existing assets, watershed management plans and scientific data to restore and conserve the environment and the economy of Pensacola and Perdido Bays for generations to come.

The political subdivisions of City of Pensacola, Town of Century, Escambia County, City of Gulf Breeze, City of Milton, Santa Rosa County, Okaloosa County, City of Orange Beach, Baldwin County and the States of Florida and Alabama are entering this agreement as Parties to cooperatively develop and implement the CCMP through the Estuary Program.

The Estuary Program will guide the development and implementation of a Comprehensive Conservation and Management Plan (CCMP) to improve water quality and living resources for the Pensacola and Perdido Bay Systems. The Parties agree to work collaboratively and effectively on the development and implementation of the CCMP to meet the follow outcomes:

- a) Water quality improvement;
- b) Restoration and conservation of habitat;
- c) Healthy ecosystems that support wildlife and fisheries;
- d) Improve surface and ground water quality and quantity, and flood control;
- e) Enhance community resilience; and
- f) Revitalize the coastal economy.

PRIOR ACTION:

May 18, 1987 - City Council entered into the BARC Interlocal Agreement

July 22, 1997 - City Council revised the BARC Interlocal Agreement

August 9, 2005 - City Council revised the BARC Interlocal Agreement

FUNDING:

N/A

FINANCIAL IMPACT:

There is no financial impact to the City of Pensacola. However, the EPA Grant, hosted by Escambia County will bring \$2 million to the area to establish and implement the Estuary Program.

CITY ATTORNEY REVIEW: Yes

10/19/2018

STAFF CONTACT:

Keith Wilkins, City Administrator

ATTACHMENTS:

- 1) Pensacola and Perdido Bays Estuary Program Interlocal Agreement

PRESENTATION: No

PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM INTERLOCAL AGREEMENT

This Interlocal Agreement (hereinafter referred to as the “Agreement”) is executed and made effective by and among: Escambia County, Santa Rosa County, and Okaloosa County, political subdivisions of the State of Florida; Baldwin County, a political subdivision of the State of Alabama (hereinafter referred to as the “Counties”); City of Gulf Breeze, City of Milton, City of Pensacola, and Town of Century, municipal corporations of the State of Florida; and City of Orange Beach, a municipal corporation of the State of Alabama (hereinafter referred to as the “Cities”) (each being at times referred to as “Party” or “Parties”).

WITNESSETH:

WHEREAS, the Florida Parties are authorized by Section 163.01, Florida Statutes, et seq., to enter into interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient and economical manner possible; and

WHEREAS, the City of Orange Beach is an Alabama Class 8 municipality vested with a portion of the state’s sovereign power to protect the public health, safety, and welfare pursuant to *Alabama Code* §11-45-1 et seq. (1975), and has specific authority to enter into contracts with counties and municipal corporations for the joint exercise of their powers and resources pursuant to *Alabama Code* §11-102-1 et seq. (1975); and

WHEREAS, Baldwin County is a political subdivision of the State of Alabama which is vested with certain authority as provided by state law, which includes the authority to provide for and protect the public health, safety, and welfare in the exercise of enumerated powers, and pursuant to *Alabama Code* § 11-102-1, et seq., (1975), Baldwin County has the authority to enter into contracts with counties and municipal corporations for the joint exercise of any power or service that state or local law authorizes each contracting entity to execute individually, subject to the limitations set forth in applicable laws, rules and regulations, including, but not limited to, *Alabama Code* § 11-102-5 (1975); and

WHEREAS, the Florida political subdivisions of Escambia and Santa Rosa Counties and the Florida municipal corporations of the Cities of Gulf Breeze, Milton, and Pensacola entered into an interlocal agreement, *Restated Interlocal Agreement Establishing Local Funding Requirements for the Bay Area Resource Council*, on May 18, 1987, revised on July 22, 1997, and last revised on August 9, 2005, establishing the Bay Area Resource Council (hereinafter the “BARC”) to ensure effective water resource planning, preservation, and coordination; and

WHEREAS, on August 31, 2017, the Parties were notified of intent to award funds to establish the Pensacola and Perdido Bays Estuary Program (hereinafter referred to as the “Estuary Program” or “Program”) through a Cooperative Agreement between the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the “RESTORE Council”) and the US Environmental Protection Agency’s (USEPA) Gulf of Mexico Program (GMP); and

WHEREAS, the Estuary Program succeeds and absorbs the BARC's mission; and

WHEREAS, the Estuary Program is established to develop and implement a Comprehensive Conservation & Management Plan (CCMP) to restore and protect the Pensacola Bay System and Perdido Bay System, and their associated watersheds as defined in Article I; and

WHEREAS, this Agreement establishes the Estuary Program to develop and implement the CCMP through close cooperation with the Parties, local, state, and federal agencies, and the public for effective planning, restoration, and protection of the Pensacola Bay System and Perdido Bay System.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in this Agreement, the receipt and adequacy acknowledged by them, the Parties agree as follows:

ARTICLE 1 – PURPOSE OF AGREEMENT

- 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 Geographic Territory: The geographic territory of the Estuary Program shall include the Pensacola Bay System (Figure 1) and the Perdido Bay System (Figure 2) and their associated watersheds, including all bayous, bays, creeks, rivers, and streams contained within. The Pensacola Bay System includes: Blackwater Bay, East Bay, Escambia Bay, Pensacola Bay, and Santa Rosa Sound, as well as the Blackwater River, Escambia River, and Yellow River. The Perdido Bay System includes: Bay La Launch, Big Lagoon, Perdido Bay, and Wolf Bay, as well as the Blackwater River, Perdido River, and Styx River. Collectively, the waterbodies in the geographic territory shall be referred to as the "Bay Systems".

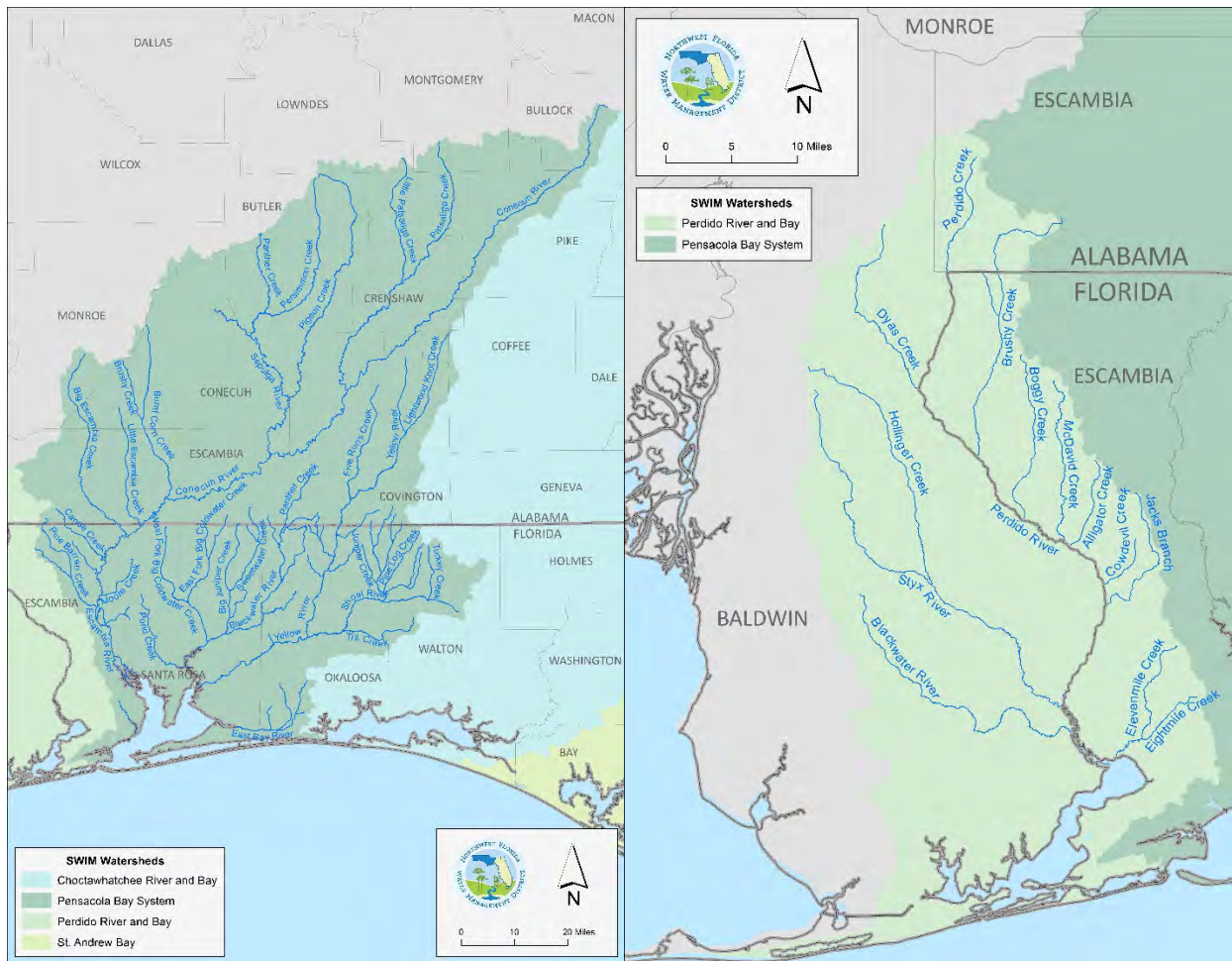


Figure 1: Pensacola Bay System

Figure 2: Perdido Bay System

1.3 **Purpose:** The Estuary Program will guide the development and implementation of a Comprehensive Conservation and Management Plan (CCMP) to improve water quality and living resources for the Bay Systems, as defined in section 1.2, through publicly identified outcomes and goals developed by the Parties, local, state, and federal agencies, and the public.

The Parties agree to work collaboratively and effectively on the development and implementation of the CCMP to meet the following outcomes:

- a) Water quality improvement;
- b) Restoration and conservation of habitat;
- c) Healthy ecosystems that support wildlife and fisheries;
- d) Improve surface and ground water quality and quantity, and flood control;
- e) Enhance community resilience; and
- f) Revitalize the coastal economy.

ARTICLE 2 – AUTHORITY, COMPOSITION, AND POWERS

2.1 **Authority:** This Agreement is an interlocal agreement, as authorized by Section 163.01, Florida Statutes, et seq., (hereinafter referred to as the Act) and pursuant to the authority of subsection (4) of the Act, all Florida Parties qualify to be a part of this Agreement under such Act. The Alabama Parties have authority to enter into this agreement pursuant to applicable state law, including, but not limited to, *Alabama Code* § 11-102-1, et seq., (1975), subject to the limitations set forth in applicable law, rules and regulations, including, but not limited to, *Alabama Code* § 11-102-5 (1975). Collectively, such laws are hereinafter referred to as the “Enabling Acts.”

2.2 **Immunity:** Pursuant to the Enabling Acts, and other laws, all privileges and immunities from liability, exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

2.3 **Composition:**

2.3.1 **Policy Board:** The Policy Board of the Estuary Program shall serve as the Top Level Organizational Unit (TLOU) and be comprised of the Parties. Escambia County and Santa Rosa County will each appoint and be represented by two voting directors, all other Parties will each appoint and be represented by one voting director. Each Party will also appoint an alternate director for the Policy Board from time to time to serve when their primary director is not available. Each Party may change their director or alternate director from time to time with prior written notice by a duly authorized representative of any change to the Policy Board before any meeting. The Policy Board shall have policy-making powers for the Estuary Program in addition to those powers explicitly set forth in this Agreement.

a) Meetings. The Policy Board should convene not less than quarterly. Meetings should be convened as needed as described in the bylaws;

b) Quorum. Except as otherwise specifically set forth herein or in the bylaws, a quorum for Policy Board meetings shall be a majority of the Policy Board directors;

c) Officers. The Policy Board shall elect (i) a chair and vice chair of the Policy Board; and (ii) other Policy Board officers as deemed necessary by the Policy Board. Election processes and term limits shall be described in the bylaws;

d) Voting. Each director shall have one vote. Voting will be conducted in person to the maximum extent possible, and other voting processes and criteria shall be described in the bylaws;

e) No compensation. All directors of the Policy Board shall serve without compensation; and

f) Additional Board Members. The Policy Board may allow other governmental entities, regulatory agencies, or other entities, to the extent allowed by law, to participate as members of the Policy Board, provided they are unanimously approved by the Policy

Board. Upon approval, such Party must execute a Joinder Agreement by which it agrees to comply with all the provisions of this Agreement.

2.3.2 Committees: At the direction of the Policy Board, the Policy Board or Estuary Program staff may establish or terminate committees as it deems necessary including, without limitation, the Technical Committee, the Community Committee, the Education Committee, and the Economic Committee. Procedures for establishing the nature (fact-finding or advisory) of a committee and its membership shall be described in the bylaws. All committee members shall serve without compensation.

2.4 Powers, Functions, and Responsibilities:

2.4.1 Powers: Pursuant to Section 163.01, Florida Statutes, the Estuary Program has the power to engage in agreements or contracts with other public or private entities for provisions of assistance in planning, financing, and coordinating the physical, chemical, biological, economic, and aesthetic aspects of the Bay Systems. The Estuary Program may establish rules, regulations, bylaws, and organization necessary to perform the Estuary Program's intended functions; provided, however, no such rules or regulations will operate in a manner that obligates a Party to act without the approval of the Party's governing body.

2.4.2 Exercise of Powers: All powers, privileges, and duties vested in or imposed upon the Estuary Program shall be exercised and performed upon a majority vote of a quorum of members; provided, however, subject to Policy Board oversight, the exercise of such executive, administrative, and ministerial powers may be delegated by the Policy Board to any of its officers, staff, or agents, to the extent provided under Florida Law. Any such delegation of powers may be withdrawn at any time for any reason.

2.4.3 Limitations of Powers: The Estuary Program shall have no power of taxation, regulation, eminent domain, law enforcement, nor obligate or bind a Party to act without approval by the Party's governing body.

2.5 Responsibilities:

2.5.1 Personnel: The Policy Board shall be responsible for hiring, supervising, evaluating, and/or terminating the Estuary Program Director. The Director shall be responsible for hiring, supervising, evaluating, and/or terminating subordinate staff. The Director must receive approval from the Policy Board prior to the establishment of any new positions.

2.5.2 Budget: The Policy Board shall approve an annual budget. Processes for establishing the budget shall be described in the bylaws.

2.5.3 Adoption of the CCMP Goals and Priorities: The Parties hereby agree that once approved by the Policy Board, the Goals for the geographic territory of the Pensacola and Perdido Bays Estuary Program as described in the CCMP will be submitted for approval and adoption by each of the Parties. The Parties shall endeavor to undertake reasonable efforts to achieve the Goals within the time periods described and shall work cooperatively to achieve all of the Goals applicable to them in a cost-effective manner. Additionally, the Parties agree to work together in good faith and undertake reasonable effort to address other actions and recommendations in the CCMP.

2.5.4 Bylaws: The Policy Board by super-majority vote shall create, adopt, amend and update Bylaws or appropriate rules of procedure for the Pensacola and Perdido Bays Estuary Program for its governance and which shall remain in effect until modified by the Policy Board.

2.5.5 Modification: The CCMP and its incorporated Goals shall not be amended, changed, extended, modified, or supplemented without unanimous consent of all the Parties. The process for modification shall be defined in the Policy Board bylaws.

ARTICLE 3 – FUNDING

3.1 Funding: Funding to establish the Estuary Program was awarded through a \$2 million competitive grant from the RESTORE Council and USEPA Gulf of Mexico Program in 2018 and is anticipated to last through 2022. Recurring funding contributions will be necessary to make the Estuary Program sustainable and successful long-term. The Parties agree to consider annual contributions to the Estuary Program beginning in the 2019-2020 fiscal year but no later than the 2022-2023 fiscal year. Contributions recommended for each Party shall be determined by a super-majority vote of the Policy Board; however, nothing contained herein shall obligate any Party to appropriate or expend any monies for the Estuary Program or make any contributions thereto without the prior approval of the Party's governing body.

ARTICLE 4 – TERM

4.1 Term: The term of this Agreement is three years, commencing on the Effective Date (the "Term") but may be renewed for one, additional three-year term upon notice by any party of the intent to renew. Any party to the contract shall have the power to refuse to renew the contract for another term. Refusal shall not affect the authority of the remaining parties to contract. The first day of the Term (the "Effective Date") will be referred to below as the "Commencement Date." The last day of the Term will be referred to below as the "Termination Date."

4.2 Termination: Estuary Program membership may be terminated by any Party for convenience, upon sixty (60) days written notice by the terminating Party to the other Parties of such termination.

4.3 Sundown Review: This Agreement shall be subject to a review by the Policy Board three (3) years from the Effective Date of this Agreement and on the same day of each three (3) year period thereafter at which time the Policy Board shall evaluate the appropriateness and effectiveness of this Agreement and the Estuary Program. The Policy Board shall vote by majority vote on whether to recommend terminating this Agreement, amend this Agreement or to let the status quo prevail.

ARTICLE 5 – GENERAL PROVISIONS

5.1 Fiscal Year: The Estuary Program shall observe a fiscal year beginning on October 1 and ending September 30 of each year.

5.2 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 Florida and/or Alabama open records laws. In the event a Party fails to abide by the provisions of such laws, the other Parties 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.

5.3 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

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

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

5.6 Modification: This Agreement may be modified, altered or amended only by a written instrument recommended by the Policy Board and subsequently approved and executed by the Parties hereto.

5.7 Execution: This Agreement shall not be effective, nor shall it have any force and effect whatsoever, until all the Parties have duly executed this Agreement and filed the agreement pursuant to section 5.8.

5.8 Filing: The Estuary Program shall, pursuant to Section 163.01(11), Florida Statutes, file a copy of this Agreement and any other amendments thereto with the Clerk of the Circuit Court of each County where the Parties are located.

5.9 Debt: Neither the Estuary Program nor any Party shall have the power to incur any debt or obligation which shall become the responsibility of any other Party.

5.10 Benefit: This Agreement is for the benefit of the Parties only and is not intended to confer any rights or benefits, either direct, indirect, intended or implied, to any third party.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: the Counties, through their respective Boards of County Commissioners, signing by and through their Chairmen, and the Cities through their respective City Managers and/or Mayors.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES ATTACHED

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

By: _____
Jeff Bergosh, Chairman

ATTEST:

Date: _____

By: _____
Pam Childers
Clerk of the Circuit Court

(SEAL)

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

By: _____
Robert A. "Bob" Cole, Chairman

ATTEST:

Date: _____

By: _____
Donald C. Spencer
Clerk of the Circuit Court

(SEAL)

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

By: _____
Graham W. Fountain, Chairman

ATTEST:

Date: _____

By: _____
J.D. Peacock, II
Clerk of the Circuit Court

(SEAL)

BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama acting by and through its duly authorized Board of County Commissioners.

By: _____
Frank Burt Jr., Chairman

ATTEST:

Date: _____

By: _____
Ronald J. Cink
County Administrator

(SEAL)

CITY OF GULF BREEZE, a Florida
Municipal Corporation acting by and through
its duly authorized City Council.

By: _____
Matt E. Dannheisser, Mayor

ATTEST:

Date: _____

By: _____
Leslie H. Guyer, CMC, City Clerk or
Stephanie D. Lucas, City Clerk

(SEAL)

CITY OF MILTON, a Florida Municipal Corporation acting by and through its duly authorized City Council.

By: _____
Wesley Meiss, Mayor

ATTEST:

Date: _____

By: _____
Dewitt Nobles
City Clerk

(SEAL)

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council.

By: _____
Ashton J. Hayward III, Mayor

ATTEST:

Date: _____

By: _____
Ericka Burnett
City Clerk

(SEAL)

TOWN OF CENTURY, a Florida Municipal Corporation acting by and through its duly authorized Town Council.

By: _____
Henry Hawkins, Mayor

ATTEST:

Date: _____

By: _____
Kimberly K. Godwin
Town Clerk

(SEAL)

CITY OF ORANGE BEACH, a Alabama
Municipal Corporation acting by and through
its duly authorized City Council.

By: _____
Tony Kennon, Mayor

ATTEST:

Date: _____

By: _____
Renee Eberly
City Clerk

(SEAL)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00397

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PENSACOLA ENERGY - AWARD OF CONTRACT FOR WAREHOUSE RACKS AND EQUIPMENT

RECOMMENDATION:

That City Council award a contract in the amount of \$49,515 to Carolina Handling, LLC of Charlotte, North Carolina for the replacement and installation of racks, warehouse fixtures, and equipment in the Pensacola Energy warehouse. Further, that Council authorize the Mayor to execute the contract and take all actions necessary to complete the work.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In August 2018, the City issued ITB# 18-026 Warehouse Racks and Equipment for Pensacola Energy. The purpose of the bid was to replace existing racks (shelving) and warehouse equipment with new shelving and equipment in Pensacola Energy's warehouse. Pensacola Energy has undertaken a warehouse redesign project to gain efficiencies and implement an inventory bar coding module in the Work Management System that will be used for issuing, receiving and tracking minimum stock amounts for the warehouse. This effort is expected to improve inventory management and establish the foundation for compliance with pending federal regulations.

Pensacola Energy sent a request for quote to companies suggested by Pensacola Energy's consultant for this project. The four companies solicited were Storage Solutions, Trammel Equipment Company, Thompson Tractor, and The Lillie Company. The City received no responses to ITB# 18-036.

Due to the lack of responses to both the invitation to bid and the request for a quote, Pensacola Energy began direct negotiations with its consultant, Carolina Handling, LLC to provide the needed services. Carolina Handling, LLC provided a labor and equipment proposal of \$49,515 for the installation of the new shelving, warehouse fixtures and equipment for the warehouse.

PRIOR ACTION:

None.

FUNDING:

Budget: \$ 52,000.00

Actual: \$ 49,515.00

FINANCIAL IMPACT:

Funds have been included on the Non-Encumbered Carryover Budget Resolution.

CITY ATTORNEY REVIEW: Yes

10/19/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Chief Financial Officer
Don J. Suarez, Pensacola Energy Director

ATTACHMENTS:

- 1) Carolina Handling LLC Contract

PRESENTATION: No

**CONTRACT FOR QUOTE REQUEST
BETWEEN CITY OF PENSACOLA AND
CAROLINA HANDLING, LLC**

THIS CONTRACT (“Contract”) made in response to a quote request is made this ____ day of _____, 2018, by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, and Carolina Handling, LLC, (“Contractor”), a limited liability company authorized to do business in Florida, located at 3131 Piper Lane, Charlotte, NC, 28208, (the City and Contractor collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City requested quotes for work or services on or about September 19, 2018, as may be described in a project manual, scope of work, statement of work, or other request information document, and any applicable addenda, all such documents collectively referred to as the “Quote Documents” and attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, in response to the Quote Documents, the Contractor submitted to the City a Proposal, dated October 5, 2018, (“Proposal”) attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has selected the Proposal; and

WHEREAS, the Parties desire the Contractor perform as described in the Quote Documents and the Proposal and pursuant to the terms and conditions of this Contract (the Quote Documents, Proposal and this Contract collectively referred to hereinafter as the “Contracting Documents”); and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, and of the mutual covenants contained herein and the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.

The recitals contained above are declared by the Parties to be true and correct and are incorporated into this Contract.

Section 2. Contractor’s Obligations.

The Contractor shall perform all work and services described in, and in accordance with, the Contracting Documents. The Contractor warrants that all equipment, materials and workmanship furnished whether furnished by Contractor or its sub-suppliers, will comply with the Contracting Documents and any City specifications, drawings and other descriptions supplied or adopted, and will be new, fit and sufficient for the purpose for which they are intended, of good materials, design and workmanship and free from defects or failure. The City, or its duly authorized representative, shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify City against all damage or loss caused by fire, theft or otherwise, to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Payment.

The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of **Forty-nine Thousand Five Hundred Fifteen dollars (\$49,515.00)** to be paid by the City in accordance with the Contracting Documents upon the complete performance by Contractor, or based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contracting Documents, and such payment in accordance with the Florida Prompt Payment Act. The Contractor agrees to pay to the City any difference between the sum to which the Contractor would be entitled herein upon the completion of the work and services in the Contracting Documents, and the sum to which the City may be obliged to pay for the completion of performance by the Contractor or other party, and any damage, direct or indirect, or consequential, which may be sustained on account of Contractor's acts or omissions in the performance of this Contract.

Section 4. Bond.

Contractor shall provide any bond as required in the Contracting Documents. Should the City, in the City's sole discretion, at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 5. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contracting Documents.

Section 6. Necessary Approvals.

Contractor shall procure all permits, licenses, and certificates, or any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contracting Documents.

Section 7. No Waiver.

No waiver, alterations, consent or modification of any of the provisions of the Contracting Documents shall be binding unless in writing and signed by the Mayor.

Section 8. Governing Law.

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

Section 9. Venue.

Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 10. No Discrimination.

Contractor shall not discriminate on the basis of race, creed, color, national origin, sex, age, or disability, in the performance of this Contract.

Section 11. No Other Agreements.

The Parties agree the Contracting Documents contain all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 12. Attorney's Fees.

The prevailing Party in any action, claim or proceeding arising out of this Contract shall be entitled to attorney's fees and costs from the losing Party.

Section 13. Termination for Convenience.

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 14. Public Records Act.

The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of this Contract for which the City may, in the City's sole discretion, unilaterally terminate this Contract without prejudice to any right or remedy.

Section 15. Registration in State of Florida.

Contractor shall be registered with the Florida Department of State Division of Corporations (www.sunbiz.org).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in triplicate and sealed the day and year first above written.

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

Carolina Handling LLC
(Contractor's Name)

Mayor, Ashton J. Hayward, III

By: 
Member

City Clerk, Ericka L. Burnett

Danny Saleeba - Controller
(Printed Member's Name)

Approved As To Substance:

By: 
Member

Department Director/Division Head

Camp Jennings
(Printed Member's Name)

Legal in form and valid as drawn:


(SEAL)

City Attorney

EXHIBIT A

QUOTE DOCUMENTS

**QUOTE DOCUMENTS ON FILE IN CITY OF PENSACOLA'S
PURCHASING DEPARTMENT**

EXHIBIT B
PROPOSAL

October 5, 2018

Pensacola Energy
1625 Atwood Drive
Pensacola, FL 32514

Attn:

Quotation Number: 100518-PE-01

Thank you for the opportunity to present our proposal for warehouse storage products for your facility.

Having a trusted material handling partner is a critical component to your supply chain. The right relationship can increase productivity and efficiency throughout your operation. At Carolina Handling, we provide real value by:

- Helping you to determine the right products and equipment for your operation, and by suggesting solutions to problems you might not even know you have, or thought could be solved.
- Backing up our quality products and solutions with exceptional, dependable service offerings and management plans.
- Being part of the exclusive Raymond Sales & Service Center network, which is comprised of more than 4,500 people in over 100 strategically located facilities across North America.

We're not just an equipment supplier – we're your material handling partner. From the products and solutions we offer to the expert service we provide, Carolina Handling has everything you need to Run Better and Manage Smarter.

Best Regards,

Justen Woods

Warehouse Solutions Manager

Enclosures:

1. Price Summary
2. Installation Guidelines
3. Terms and Conditions

PRICING SUMMARY PAGE

New Rack Material

- (24) Uprights – 42”d x 12’h – Blue – 3”x3” post - Teardrop
- (84) Beams – 96” – 5,000 lb capacity per pair – Orange
- (84) Wire Decks – Waterfall – 42”d x 46”w – 2,500 lb capacity
- (22) Row Spacers – 12”
- (1) Required Shims & Anchors

New Cantilever Rack

- 1 run of 3 towers
- Each tower is 7’ high
- Base + 1 arm level
- Singled Sided
- 48” long clear arms – 1,000 lb capacity
- Each tower is 7’ c/c

New Shelving

- 2 single rows of shelving with 3 bays per side – Closed Shelving –
- 24” d x 48” w x 87”h – 5 levels per bay with a 200 lb. capacity per level. – Grey

New Security Cabinet for Tools

- (2) 24”d x 48”w x 78”h – 2 Swing doors
- Each door has built in steel pegboard panels for additional storage
- 3 shelf levels per unit
- Keyed handle with 3 point locking system

New Security Cart

- (1) 24”d x 48”w x 72”h – 3 shelf levels
- 2” x 2” wire grids and a reinforced latch mechanism.
- 5” x 2” poly casters – 2 swivel and 2 rigid.
- 1,850 lb capacity

Fire Safety Cabinets

- (2) 18”d x 43”w x 65”h – 2 adjustable shelf levels -2 Doors
- Self-Close Door

Patterson Fans

- (2) 34” Drum Fans
- Durable welded steel hulls w/ baked on powder coated finish
- Quality Marathon ODP motor, 3-speed, 115V, thermally protected
- Factory wired 12-ft cord w/ plug & rotary switch
- OSHA approved spiral wire finger guards
- Easy to maneuver semi-pneumatic wheels

Work Tables

- (2) 60”w x 30”d – Maple Butcher Block Top – Adjustable Height

Description of Labor

- Installation of the above new rack, cantilever rack and shelving
- Slide (1) back to back row of rack approximately 10' – Each side of the back to back row is 6 bays long
- Re-profile 82 existing beam levels. Each level is 96" wide, with 2 wire decks per level
- Dismantle and dispose of the existing shelving.
 - 1 back to back row of 6 bays per side – Closed Shelving – 24"d x 48"w x 96"h – 10 levels per bay
 - 1 single row of 11 bays – Closed Shelving – 24"d x 48"w x 96"h – 4 levels per bay
 - 1 back to back row of 11 bays – Closed Shelving – 24"d x 48"w x 96"h – 5 levels per bay
- Installation of (1100) barcode labels.
- Relocation of the tool cage and the meter cage.

Fence Modifications

Furnish and install a 2 part gate for a 4' wide x 6'8" opening.
Furnish and install a sliding gate for a 8' wide x 14' opening that would be operated with remote controls or pushbutton.

Lot Price for the materials listed above	\$18,650.00	\$18,650.00
Estimated Freight for all material to Pensacola, FL	\$5,015.00	\$5,015.00
Lot Price for the labor listed above	\$11,900.00	\$11,900.00
Fence Modifications	\$13,950.00	\$13,950.00
TOTAL		\$49,515.00

NOTE: The above pricing does not include the following:

- PE Stamped Drawings/Calculations or Permitting.
- Removing the Customer's product from the rack and shelving.
- Taxes

Terms: **Net 10**

Delivery: 6-8 weeks at time of order

F.O.B. Factory

ACCEPTED BY BUYER:

(Terms and conditions apply)

NAME _____
(Please print)

TITLE _____
(Please Print)

SIGNATURE _____

PO # _____

COMPANY NAME _____

ACCEPTED BY SELLER:

(This Quotation shall become a contract only upon signature by the Sales Manager or Seller at its business offices.)

BY _____

TITLE _____
(SIGNATURE OF AUTHORIZED OFFICER OR REPRESENTATIVE REQUIRED)

QUOTATION SUBMITTED BY _____
(SALESPERSON)

We have everything you need to operate.

Equipment



Products



Solutions



Visit carolinahandling.com/products for more information on our warehouse products and solutions.

INSTALLATION GUIDELINES

Installation pricing is based on the following criteria unless otherwise noted in the body of the quote:

1. All material must be installed in accordance with the guidelines recommended by the manufacturer and approval drawings.
2. Approval drawing must be signed prior to installation. Alterations during the installation must be approved by signing the appropriate documents and are subject to additional charges.
3. Non-union labor is quoted.
4. No provisions have been made for overtime, evening or weekend work.
5. Project site to be free and clear of obstructions prior to the start of the project.
6. Price is based upon a smooth progression of work and unlimited access to work site and dock areas.
7. Additional man hours, return trips, interruptions of work or delays caused by site conditions or other contractors will result in additional charges.
8. Costs for building permits, high-pile permits, performance bonds, licenses, taxes, seismic or registered engineering fees that may be required by any governing body are not included unless otherwise noted.
9. Labor is quoted assuming ambient temperature throughout the entire installation unless noted.
10. 110 volt power and outlets must be available and spaced no more the 150' apart.
11. Work area to be water tight and have sufficient lighting.
12. Access roads to work site must be available along with working docks and a paved pad.
13. Restrooms or portable facilities shall be available.
14. Customer must notify Carolina Handling prior to quotation of any safety programs or guidelines.
15. Customer to provide a dumpster for work dunnage and debris. In many cases, more than one dumpster will be required.
16. Customer is responsible to unload materials and stage in a free and clear area near the project site.
17. Customer to provide all fork and scissor lifts required for the project unless otherwise noted.
18. Most rack materials are shipped on one flatbed trailers. Carolina Handling will not be responsible for any dirt, salt, moisture, rust, trailer smoke on materials due to shipment.
19. Acceptance of Materials: It is the buyer's responsibility to check material upon delivery and to properly note any damage or shortage on the carrier's bill of lading. It is the buyer's responsibility to file a claim with the delivery carrier for any damaged or missing material. Carolina Handling makes all shipments F.O.B. @ shipping point- meaning the carrier is responsible to deliver all materials to the job in the proper condition. Neither the carrier nor Carolina Handling will accept responsibility for damage unless the claim is made at the time of unloading.
20. If outside storage of materials is required, customer is responsible for any dirt or rust on the materials. Carolina Handling will not be responsible for any wipe down or touch up painting if item 19 or 20 occur.
21. If a delay in the project occurs, any materials that are in production or completed will be shipped to the customer's location. If the customer desires to have the product stored at the plant or freight terminal, materials to be stored outside will be at the customer's expense. Customer is responsible for any dirt removal from materials once they arrive at the project site.
22. Price includes broom sweeping the site. Specialized clean up or floor repair is the responsibility of the customer.
23. Installation does not include cleaning or wiping down of materials.
24. Installation crew will repair any deep gouges to the floor but will not be held liable for surface scratches.
25. Carolina Handling is not responsible for damage to unmarked utilities that are in the floor or walls.
26. Customer is responsible for verification of the layout. This includes ensuring proper clearances are met in relation to the building columns, doors, lights, pipes and HVAC system.
27. Customer is responsible for fire protections system.
28. A customer representative must be available to sign off the project at the time of completion.

TERMS AND CONDITIONS

ACCEPTANCE: Buyer agrees to the terms, conditions and instructions as found on the face hereof. These terms and conditions constitute offer by Seller and may be accepted on the exact terms set forth herein. Any inconsistent or additional terms in Buyer's purchase order or acknowledgment from are hereby expressly objected to, and in such event Buyer's purchase order or acknowledgment shall be deemed a rejection of this offer, and the terms expressed herein shall be restated as a counteroffer. Buyer's acceptance of any part of the items sold or installed hereunder shall be deemed an acceptance of all of the terms, conditions and instructions set forth herein.

TERMS OF PAYMENT: The purchase price of each item shipped or installed is due 10 days from the date of invoice, unless a different due date is specific in a written document signed by Seller.

CANCELLATION CHARGES: If for any reason it becomes necessary to cancel an offer, Buyer will be liable for the following charges, unless waived in writing by Seller: When the order has entered engineering, the cancellation charges will be the engineering costs incurred by the manufacturer and Seller.

1. When the order has been engineering and released to production by the manufacturer, but not into final assembly, the cancellation charges will be 30 percent of the list price of the order.
2. When the order has been in engineering and released to production and into final assembly by the manufacturer, the cancellation charges will be 50 percent of the list price of the order.
3. All cancellations are additionally subject to per unit cancellation fees charged by the manufacturer and Seller to cover administrative fees and other miscellaneous expenses. **CHANGE ORDERS:** If for any reason it becomes necessary to change the specifications of the equipment ordered, Buyer will be liable for the following charges:
 1. Prior to release to production by the manufacturer – Engineering costs plus \$ 150.00.
 2. After release to production by the manufacturer – Engineering, Rework, Scrap and Restocking Costs plus \$ 150.00.
 3. Should any charges be incurred from suppliers or the manufacturer on special attachments, these charges will also be added to the changed order charge.
 4. All change orders are additionally subject to per unit change order fees charged by the manufacturer and Seller to cover administrative fees and other miscellaneous expenses.

DELAY: Deliveries shall be subject to, and contingent upon, strikes, labor difficulties, riot, civil unrest, war, fire, delay or defaults of common carriers, failure or curtailment in Seller's usual sources of supply, government decrees or orders, or, without limiting the foregoing, any other delays beyond Seller's control, and Seller shall not be liable for any loss or damaged arising there from. Seller shall have the additional right, in the event of the occurrences of any of the above contingencies, at Seller's option, to cancel this contract or any part thereof within any resulting liability.

TITLE AND SHIPMENT: Unless otherwise agreed to in writing all prices for items shipped to Buyer are F.O.B. shipped points, whether such items are shipped from Seller's facilities or directly from the manufacturer. Method and route of shipment are at Seller's or the manufacturer's discretion, unless Buyer supplies explicit written instructions. Buyer shall be solely responsible for all cost and expenses of shipment, including any insurance coverage, which will only be purchased upon Buyer's request. Risk of loss and title of all items shipped shall pass to Buyer upon delivery to the carrier. Risk of loss and the title of all items to be installed by Seller shall pass to Buyer upon completion of installation.

TAXES: The prices covered by Seller's quotations do not include any sales, use or any other U.S. Federal, State, Local or Foreign taxes. Any and all present and future taxes or other government charges upon the sale of installation of equipment covered hereby, Whether levied or assessed upon Buyer or Seller, including but not limited to sales, use or personal property taxes, shall be paid by Buyer shall reimburse Seller for any such taxes or charges paid by Seller.

NONCONFORMITY: Buyer shall immediately inspect all items shipped hereunder upon receipt of shipment or completion of installation, and in the event of any claim of nonconformity, shall provide Seller with immediate written notification, stating full particulars in support thereof.

WARRANTIES: Warranties for the items sold hereunder are limited to: (A) Those (if any) provided in writing for the benefits of Buyer by Seller's Supplier or the original manufacturer thereof, and (B) Those (if any) provided by Seller or Buyer's benefit in a separate written document prepared or signed by Seller. Other than as provided above, there are no warranties, which extend beyond the description on the face of this agreement. The express warranties specified in this paragraph are given in lieu of any and all other warranties, and there are no other warranties, express or implied, including, without limitation, those of merchantability of fitness for a particular purpose or intended use, all of which warranties are hereby expressly excluded. Further, in no event shall Seller be liable for any consequential, incidental or special damages, or for any loss, injury or damage resulting in whole or in part from any act of God or any public or quasipublic authority, fire, theft, accident, or any other cause or causes beyond the control of Seller.

SELLER'S SECURITY INTEREST: Buyer hereby grants Seller a security interest in the items purchased hereunder, as security for the full payment of the purchase price. If Seller so requests, Buyer will execute any financing statement of other documents and pay all related costs necessary to protect Seller's security interest against the rights of interests of the third parties. Buyer agrees that until the full purchase price is paid, the items: (a) will not be misused, abused, wasted or allowed to deteriorate; (b) will be insured against all risks to which they are exposed, including, but not limited to fire and theft; and (c) will not be sold, transferred or disposed of or be subjected to any third person, either voluntarily or involuntarily. In the event Buyer fails to comply with the terms hereof or to timely pay for the items sold hereunder as agreed, Seller shall have the right, in addition to all other rights granted by law or contained herein, to: (a) enter upon Buyer's premises to take possession of the items, or (b) require Buyer to make the items available to Seller for repossession at a place designated by Seller.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00401

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Gerald Wingate

SUBJECT:

EXECUTIVE ASSISTANT TO COUNCIL AND COUNCIL ASSISTANT SALARY INCREASE

RECOMMENDATION:

That the City Council approve salary increases for the Executive Assistant to Council and Council Assistant, effective October 1, 2018.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In November 2014, through referendum, the electorate authorized City Council to have and maintain their own staff. In January 2016, City Council hired Elaine Mager as the Executive Assistant to Council and Sonja Gaines as Council Assistant. Since their employment, their work ethic, work product and overall functioning have been exemplary in their service to City Council.

In September 2018, City Council approved the FY 19 budget, which included an amount for employee salary increases. Based on staff performance and current salaries for comparable positions, salary increases for the Executive Assistant to Council and Council Assistant are requested, to become effective October 1, 2018.

PRIOR ACTION:

September 19, 2018 - Council approved FY 2019 Budget

January 2016 - Council hires Elaine Mager and Sonja Gaines as Council Staff

February 12, 2015 - Office of City Council Created

November 2014 - City Charter amended to add section 4.02(a)(6) - Establishing Office of City Council and creating staff positions.

FUNDING:

Budget: \$7,600.00

Actual: \$5,980.97

FINANCIAL IMPACT:

Funding is available in the Fiscal Year 2019 budget.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) None

PRESENTATION: No



Memorandum

File #: 18-00405

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE CITY OF PENSACOLA - FUNDING OF AEROSPACE MAINTENANCE, REPAIR AND OVERHAUL (MRO) CAMPUS EXPANSION AT PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council approve the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to the funding of the aerospace maintenance, repair and overhaul (MRO) campus expansion at the Pensacola International Airport. Further, that City Council authorize the Mayor to take all actions necessary to execute an Interlocal Agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In December 2013, Mayor Hayward executed a nonbinding Memorandum of Understanding with ST Aerospace which allowed the City of Pensacola to begin contract negotiations with VT Mobile Aerospace Engineering, Inc. (VT MAE) for the construction and operation of a maintenance, repair and overhaul (MRO) facility at the Pensacola International Airport. City Council approved the negotiated lease agreement in September 2014. In June 2018, the \$46 million facility (Hangar 1) officially opened resulting in the subsequent creation of 400 new high-wage jobs.

To assist in the funding of Hangar 1, the City and Escambia County entered into an Interlocal Agreement dated March 6, 2014 whereby Escambia County contributed local funds in the amount of \$8 million to pay a portion of the project costs with the City agreeing to repay \$3.2 million to the County no later than December 31, 2019.

The Real Property Lease between the City and VT MAE for Hangar 1 grants a right of first refusal to VT MAE to lease additional land at the Pensacola International Airport (Airport) to expand its MRO operations. In November 2017, the City and VT MAE signed a Memorandum of Understanding to expand VT MAE's MRO business operations at the Airport. VT MAE has proposed the construction of three (3) additional hangers; an administrative office building; a warehouse, shops and support facilities building; and associated aircraft aprons, taxiways, and automobile parking that would create and maintain an additional 1,325 full-time equivalent jobs at the Airport (Expansion Project). All of the assets constructed for the Expansion Project will

be City owned property and infrastructure and will be leased to VT MAE under a triple net land lease, thereby generating additional airport revenue of approximately \$1 million per year.

The estimated cost of the Aviation MRO Campus Expansion Project is \$210,128,000. In September 2018, both the City Council and the Escambia County Board of County Commissioners approved funding for the Expansion Project in the amount of \$10 million. Additional funding for the estimated cost of the Expansion Project is as follows:

- a. \$56 million from Triumph Gulf Coast, Inc.;
- b. \$35 million from VT MAE;
- c. \$50 million from the Florida Department of Transportation;
- d. \$17 million from the State of Florida;
- e. \$17 million from the U.S. Economic Development Administration; and
- f. \$15.128 million from other sources.

As part of Escambia County's \$10 million contribution, the Board of County Commissioners voted on September 6, 2018 to forgive the \$3.2 million loan to the City from the first phase of the MRO project (Hangar 1) which was budgeted to be repaid on or before December 31, 2019. Therefore, the proposed Interlocal Agreement provides the City shall contribute funding for the Expansion Project in the amount of \$3.2 million on behalf of the County in lieu of repayment to the County under the March 6, 2014 Interlocal Agreement on or before December 31, 2019. This will leave a balance of \$6.8 million due from Escambia County to fund the Expansion Project. Escambia County shall provide funding in the amount of \$2 million on or before September 30, 2022, with the balance of \$4.8 being paid on or before September 23, 2023. The County's total funding obligation will be contingent upon the City securing commitments sufficient to construct the Expansion Project.

The proposed Interlocal Agreement for the funding of the Expansion Project replaces the Interlocal Agreement for the first phase of the MRO project dated March 6, 2014 and incorporates the full-time job investment guarantees and clawback provisions in that agreement. The proposed Interlocal Agreement provides the following:

1. VT MAE will be required to create and maintain an employment level of 300 full-time equivalent jobs at Hangar 1 during the term of the Real Property Lease for Hangar 1. After thirty-six months from the date of beneficial occupancy as defined in the Real Property Lease for Hangar 1, and continuing for seven years thereafter, the City shall pay the sum of \$2,286 per job (calculated by dividing the County contribution of \$4.8 million by (300 jobs multiplied by 7 years), rounded) for the difference between the actual average number of employees and 300 full-time equivalent jobs maintained by VT MAE during each lease year. The City's obligation to reimburse the County under this provision shall not exceed \$4.8 million.
2. VT MAE will be required to create and maintain an employment level of 1,325 full-time equivalent jobs at the Expansion Project during the term of the Real Property Lease to be entered into for the Expansion Project. After thirty-six months from the date of beneficial occupancy to be defined in the lease for the Expansion Project and continuing for seven years thereafter, the City shall pay the County the sum of \$1,078 per job (calculated by dividing \$10 million by (1,325 jobs multiplied by 7 years), rounded) for the difference between the actual average number of employees and 1,325 full-time equivalent jobs maintained by VT MAE during each lease year. The City's obligation to reimburse the County under

this provision shall not exceed \$10 million.

3. Jobs created at Hangar 1 in excess of the number of jobs required to be maintained may be counted toward the job requirement of the Expansion Project. Jobs created at the Expansion Project in excess of the number of jobs required to be maintained may be counted toward the job requirement of Hangar 1.
4. If the Expansion Project is terminated at any time prior to the date of beneficial occupancy, the City will reimburse the County \$3.2 million paid on behalf of the County and the full amount of contributions by the County to date up to \$6.8 million. The City's obligation to reimburse the County under this provision shall not exceed \$10 million.
5. Should VT MAE cease operations at the Airport within ten years from the date of beneficial occupancy of the Expansion Project and the City is unsuccessful in recruiting a similar replacement tenant within three years from the cessation, the City will reimburse the County \$14.8 million over the succeeding seven year period less any reimbursements previously paid by the City due to the full-time job investment guarantee.

The City's obligation to reimburse the County as described above is payable solely from and secured by a first and prior lien upon the City's Communication Services Tax as was also provided for in the March 6, 2014 Interlocal Agreement. However, the City anticipates using Local Option Sales Tax funds if the full-time job investment guarantees and clawback provisions are initiated.

John Daniel of Beggs & Lane RLLP will be present to review the terms of the proposed Interlocal Agreement for funding of the Expansion Project.

The proposed Interlocal Agreement has been forwarded to the County and requested to be considered at the Board of County Commissioners Regular Meeting on Thursday, November 1, 2018.

PRIOR ACTION:

February 27, 2014 - City Council approved the Interlocal Agreement between Escambia County and the City of Pensacola for funding of economic development project - ST Aerospace of Mobile.

September 9, 2014 - City Council approved the Real Property Lease with VT Mobile Aerospace Engineering, Inc.

September 22, 2016 - City Council approved Amendment No. 1 to the Real Property Lease with VT Mobile Aerospace Engineering.

September 13, 2018 - City Council approved funding in the amount of \$10 million from Local Option Sales Tax Series IV in the support of the aerospace maintenance and overhaul campus expansion.

FUNDING:

Budget: \$ 10,000,000

Actual: \$ 10,000,000

FINANCIAL IMPACT:

City Council has committed \$10 million in Local Options Sales Tax Series IV in support of the MRO campus expansion. The City has programmed \$6 million to be contributed on or before September 30, 2019, \$2 million to be contributed on or before September 30, 2021 and \$2 million to be contributed on or before September 30, 2022. Additionally, once completed, all of the assets constructed for the Expansion Project estimated to cost \$210,128,000 will be City owned property and infrastructure and will be leased to VT MAE, thereby generating additional airport revenue of approximately \$1 million per year.

CITY ATTORNEY REVIEW: Yes

10/26/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Chief Financial Officer
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Interlocal Agreement between Escambia County and the City Related to the Funding of VT Mobile Aerospace and Engineering, Inc.

PRESENTATION: No

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO THE FUNDING OF VT MOBILE AEROSPACE AND ENGINEERING, INC. AT THE PENSACOLA INTERNATIONAL AIRPORT AND THE DEVELOPMENT AND IMPROVEMENT OF THE LOCAL ECONOMY

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as a "party").

WITNESSETH:

WHEREAS, the Escambia County and the City of Pensacola are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the County and the City recognize the leadership roles they play in assisting and guiding the development of the local economy and improving its economic base; and

WHEREAS, on March 6, 2014, Escambia County and the City of Pensacola previously entered into an Interlocal Agreement relating to the funding of VT Mobile Aerospace Engineering, Inc., f/k/a ST Aerospace of Mobile, Inc. ("Company") for the location of a new Aircraft MRO business operation, to include the construction of one (1) hangar ("Hangar 1"), that would create and maintain 300 full-time equivalent jobs at the Pensacola International Airport ("Airport"); and

WHEREAS, on September 9, 2014, the City and Company entered into the Pensacola International Airport Real Property Lease Agreement ("Lease Agreement") setting forth the terms and conditions whereby the City would lease certain real property within the Airport to the Company for the location of the new Aircraft MRO business operation in Hangar 1; and

WHEREAS, per the Interlocal Agreement, the County previously contributed Local Funds in the amount of \$8,000,000 to pay a portion of the final project cost of \$46,000,000 for Hangar 1, of which the City agreed to repay the amount of \$3,200,000 to the County no later than December 31, 2019; and

WHEREAS, Company has proposed an expansion of the existing business operation, to include the construction of three (3) additional hangars, an administrative office building, and a warehouse, shops and support facilities building, with associated aircraft aprons, taxiways, and automobile parking, that would create and maintain an additional 1,325 full-time equivalent jobs at the Airport ("Expansion Project"); and

WHEREAS, the County and City desire to cooperate in providing economic incentives to the Company to support the Expansion Project; and

WHEREAS, the County has agreed to provide additional funding in the total amount of \$10,000,000 to pay a portion of the estimated Expansion Project cost of \$210,128,000 as provided herein; and

WHEREAS, the City and the County have determined that the expenditure of additional funds for the Expansion Project is for a paramount public purpose and the economic benefits far outweigh the costs contributed by the City and the County.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein, the parties do hereby agree as follows:

Article 1 **Recitals**

1.1 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 This Agreement supersedes in its entirety the prior Interlocal Agreement between the County and the City, dated March 6, 2014, relating to Hangar 1.

1.3 Terms defined. For the purpose of this Interlocal Agreement, the term "Date of Beneficial Occupancy" shall mean the date the program manager certifies that the Expansion Project facilities have been substantially completed in substantial compliance with the Expansion Project plans and a certificate of occupancy has been issued for the Expansion Project facilities.

Article 2 **Responsibilities of Parties**

2.1 The estimated Expansion Project cost of \$210,128,000 shall be funded as follows:

- a. Fifty-Six Million Dollars (\$56,000,000.00) from Triumph Gulf Coast, Inc.;
- b. Thirty-Five Million Dollars (\$35,000,000.00) from the Company;
- c. Fifty Million Dollar (\$50,000,000.00) grant from the Florida Department of Transportation;
- d. Seventeen Million Dollars (\$17,000,000.00) from the State of Florida;
- e. Seventeen Million Dollars (\$17,000,000.00) from the U.S. Economic Development Administration;
- f. Ten Million Dollars (\$10,000,000.00) of Local Funds from the City;
- g. Fifteen Million One Hundred Twenty Eight Thousand Dollars (\$15,128,000.00) from other sources;

- h. Three Million, Two Hundred Thousand Dollars (\$3,200,000.00) of Local Funds from the City, which shall be contributed *on behalf of the County in lieu of repayment to the County under the March 6, 2014 Interlocal Agreement*; and
- i. Six Million, Eight Hundred Thousand Dollars (\$6,800,000.00) of Local Funds from the County.

2.2 On or before December 31, 2019, the City shall contribute funding for the Expansion Project in the amount of Three Million, Two Hundred Thousand Dollars (\$3,200,000.00) *on behalf of the County in lieu of repayment to the County under the March 6, 2014 Interlocal Agreement*.

2.3 On or before September 30, 2022, the County shall provide the City with funding for the Expansion Project in the amount of two million dollars (\$2,000,000.00). On or before September 30, 2023, the County shall provide the City with the remaining amount of four million, eight hundred thousand dollars (\$4,800,000.00). The County's total funding obligation will be contingent upon the City securing funding commitments sufficient to construct the Expansion Project.

2.4(a) The County and the City have contributed funds for the construction of Hangar 1 to further their collective local economic development goals. The Company will be required to create and maintain an employment level of 300 full-time equivalent jobs at Hangar 1 during the term of the Pensacola International Airport Real Property Lease Agreement entered into by the City and Company for Hangar 1. After thirty six months from the *date of beneficial occupancy*, as defined in the lease for Hangar 1, and continuing for seven (7) years thereafter, the City shall pay County the sum of two thousand two hundred eighty six dollars (\$2,286.00) per job (calculated by dividing \$4,800,000 by (300 jobs multiplied by 7 years), rounded) for the difference between the actual average number of employees and 300 full-time equivalent jobs maintained by the Company during each lease year (12-month period). The City's obligation to reimburse the County under this section shall not exceed the amount of four million eight hundred thousand dollars (\$4,800,000.00).

2.4(b) The County and the City are contributing funds to the Expansion Project to further their collective local economic development goals. The Company will be required to create and maintain an employment level of 1,325 full-time equivalent jobs at the Expansion Project during the term of the Pensacola International Airport Real Property Lease Agreement to be entered into by the City and Company for the Expansion Project. After thirty six months from the *date of beneficial occupancy, as defined in the lease* for the Expansion Project and continuing for seven (7) years thereafter, the City shall pay County the sum of one thousand seventy eight dollars (\$1,078.00) per job (calculated by dividing \$10,000,000 by (1,325 jobs multiplied by 7 years), rounded) for the difference between the actual average number of employees and 1,325 full-time equivalent jobs maintained by the Company during each lease year (12-month period). The City's obligation to reimburse the County under this section shall not exceed the amount of ten million dollars (\$10,000,000.00). Jobs created at Hangar 1 in excess of the number of jobs required to meet the requirements of section 2.4(a) above may be counted toward the jobs requirement of this section 2.4(b). Jobs created at the Expansion Project in excess of the number of jobs required

to meet the requirements of this section 2.4(b) may be counted toward the jobs requirement of section 2.4(a) above.

2.5 If the Expansion Project is terminated at any time prior to the *date of beneficial occupancy* of the Expansion Project, the City will reimburse the County in the amount of three million two hundred thousand dollars (\$3,200,000.00) paid on behalf of the County and the full amount of any Local Funds contributed by the County to date up to six million eight hundred thousand dollars (\$6,800,000.00). The City's obligation to reimburse the County under this section shall not exceed the amount of ten million dollars (\$10,000,000.00).

2.6 If the Company should cease operations at the Airport within ten (10) years from the *date of beneficial occupancy* of the Expansion Project and the City is unsuccessful recruiting a replacement tenant that will utilize the facilities in a manner consistent with the parties' joint economic development goals as contemplated in this Interlocal Agreement within three (3) years from the cessation of the Company's operations at the Airport, the City will reimburse the County in the amount of fourteen million eight hundred thousand dollars (\$14,800,000.00) over the succeeding seven (7) year period less any reimbursement previously paid by the City under section 2.4 above.

2.7 The City's obligation to reimburse the County as described in sections 2.4 - 2.6 above is payable solely from and secured by a first and prior lien upon the City's Communication Services Tax. The City's obligation to pay the County such amounts shall be deposited in equal monthly installments over seven (7) years to a special account hereby established by the City for payment to the County, beginning on the date described in section 2.6 of this Interlocal Agreement. Moneys in the special account shall be disbursed semi-annually to the county until the amounts required by sections 2.4 – 2.6 have been paid in full. Nothing herein shall prohibit the City from using any other legally available funds to reimburse the County.

2.8 To further the parties' local economic development goals, the City, to the extent that it may lawfully do so and to the extent allowed by the City's current and future grant agreements governing Pensacola International Airport or the Expansion Project, will require all contractors awarded contracts related to the Expansion Project to make good faith efforts to comply with the *Covenant for the Community* attached hereto as Exhibit A.

Article 3 **Miscellaneous Provisions**

3.1 **Effective Date.** This Agreement, after being properly executed by the parties named herein, shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

3.2 **Liability.** The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully

responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the City and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.

3.3 Public 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 provision 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. The 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 All Prior Agreements Superseded.

(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, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.6 Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.7 Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.8 Interpretation.

a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings.

b) References to persons include their respective permitted successors and assigns and, in

the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

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

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

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

Escambia County:
County Administrator
221 Palafox Place, Ste. 420
Pensacola, Florida 32502

City of Pensacola:
Mayor
222 West Main Street
Pensacola, FL 32502

3.12 Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

3.13 No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal 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 duly authorized Board of County Commissioners

By: _____
Jeff Bergosh, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

CITY:
THE CITY OF PENSACOLA, a Florida
Municipal Corporation

By: _____
Ashton J. Hayward, III, Mayor

ATTEST: Ericka Burnett
Clerk of the City of Pensacola

By: _____
City Clerk

Legal in form and valid as drawn:

Approved as to content:

Lysia H. Bowling, City Attorney

Keith Wilkins, City Administrator

EXHIBIT A
Escambia County Covenant for the Community

COVENANT FOR THE COMMUNITY

1) Unless otherwise prohibited by Federal or State Law, the Covenant establishes the following LOCAL BUSINESS INCLUSION/PARTICIPATION GOALS for County procurements relating to construction projects and capital improvements:

- Local Business 70%
- 70% of all existing employees must be local residents; and
- 70% of newly hired employees must be local residents.

“Local Business” shall be defined as provided in Sec. 46-110(b), Escambia County Code of Ordinances. “Local Resident” shall mean an employee residing in Escambia or Santa Rosa County.

2) All Contractors awarded contracts for construction projects to which the terms of the Covenant are applied (“Covenant Project”) shall be required to prepare a LOCAL BUSINESS INCLUSION PLAN detailing the percentage of anticipated LOCAL BUSINESS participation for the Covenant Project.

3) If the Contractor fails to meet the participation goals, the Contractor shall submit a report detailing the Contractor's "BEST EFFORTS" to achieve the goals, including:

Evidence of solicitation/procurement efforts;
Correspondence with Local Businesses;
Logs of telephone communications with Local Businesses; and
Bid/Solicitation results.

4) All Contractors and related subcontractors performing work or providing goods/services for the Covenant Project must agree to comply with a NON-DISCRIMINATION POLICY and to comply with Escambia County Code of Ordinances Section 46-110; 46-111; and 46-112.

5) All Contractors awarded contracts for a Covenant Project are required to provide a MANPOWER PROJECTION PLAN to include the following information:

Scope of Work for the Project;
Projected manpower requirements for the Project;
Number of new hires required for the Project (must be publicly advertised); and
Skill/expertise required for each position.

6) On a quarterly basis, all Contractors awarded contracts for a Covenant Project are required to provide the following Reports:

LOCAL BUSINESS INCLUSION REPORT detailing amounts billed by all subcontractors/vendors each month and whether the subcontractors/vendors are LOCAL BUSINESSES; and the total amount billed to date by all subcontractors/vendors and percentage of that total billed by LOCAL BUSINESSES.

MANPOWER REPORT listing the name/address and job classification of each employee of the Contractor who is performing work on the Project, and whether each employee listed in the report is a new or an existing employee.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00361

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PUBLIC HEARING - ANNEXATION OF PROPERTY - CAMPUS HEIGHTS PHASE II

RECOMMENDATION:

That City Council conduct the second of two required Public Hearings, on November 8, 2018, to consider the annexation of fifty-two (52) parcels in the Campus Heights area, which are all 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 Tippin Avenue. It is an area of mixed use, consisting of commercial, light industrial, and residential use.

Currently, one hundred twenty-three parcels have been purchased by the Airport. 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, fifty-two (52) parcel which are owned by the Pensacola international Airport, were selected for annexation at this time. No parcels owned by other individuals or businesses are affected by this annexation.

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.

May 11, 2017 - City Council conducted the first of two required public hearings regarding the Annexation of Property - Campus Heights.

June 8, 2017 - City Council conducted the second of two required public hearings regarding the Annexation of Property - Campus Heights; and approved Proposed Ordinance No. 10-17 on first reading.

July 13, 2017 - City Council adopted Ordinance No. 15-17 - Annexation of Airport Owned Property on second reading.

October 11, 2018 - City Council conducted the first of two required public hearings regarding the Annexation of Property - Campus Heights Phase II

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

9/19/2018

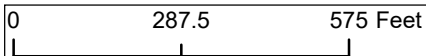
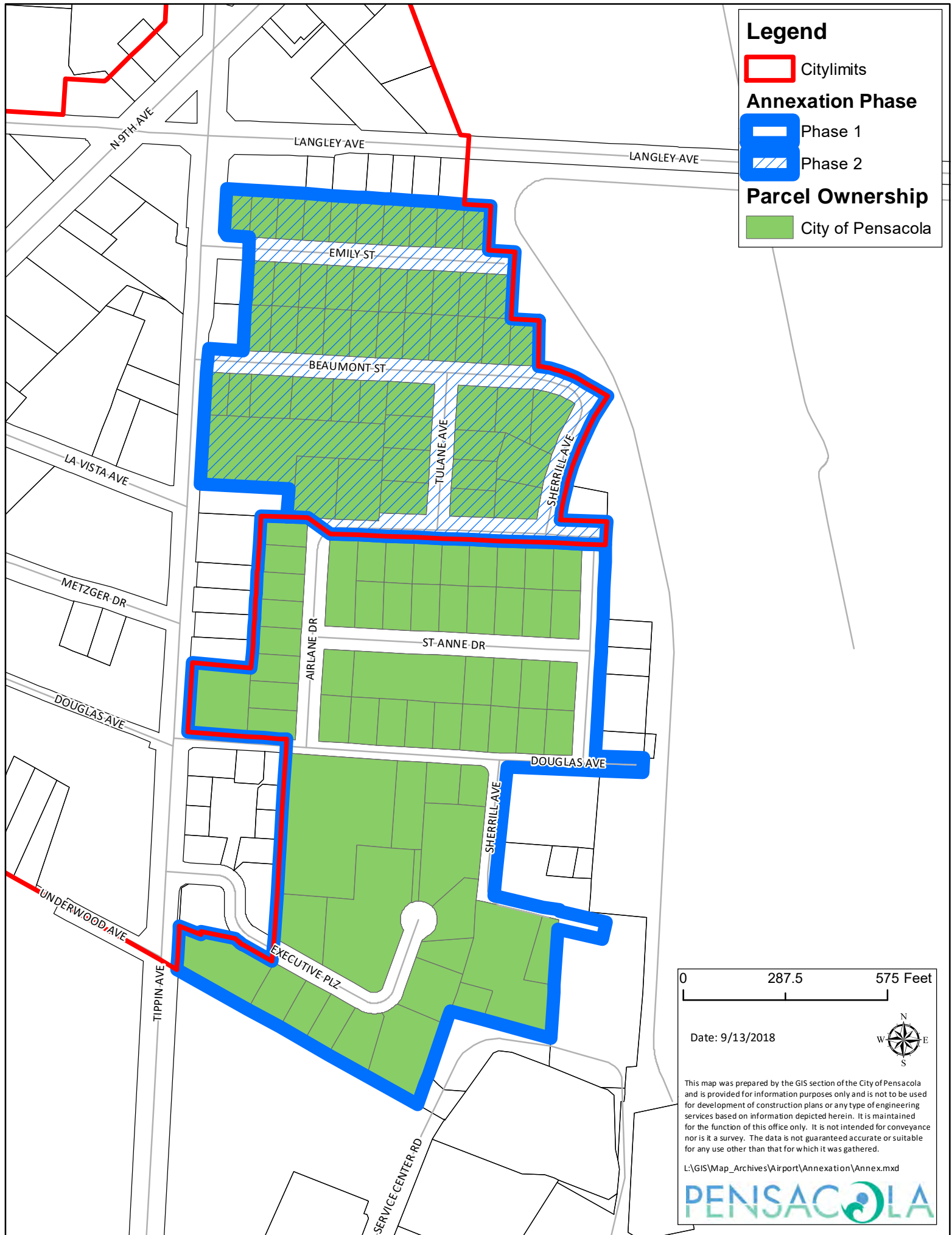
STAFF CONTACT:

Keith Wilkins, City Administrator
Sherry Morris, Planning Services Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Map of Annexation Area - Campus Heights Phase II
- 2) Draft - Proposed Ordinance No. 25-18

PRESENTATION: No



Date: 9/13/2018



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

L:\GIS\Map_Archives\Airport\Annexation\Annex.mxd



PROPOSED
ORDINANCE NO. 25-18

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:

DESCRIPTION OF PROPOSED ANNEXATION:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE GO N03°10'03"E ALONG THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE (RIGHT OF WAY WIDTH VARIES) A DISTANCE OF 1276.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT, PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO S87°18'36"E ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 238.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL FOR THE POINT OF BEGINNING; THENCE GO S87°18'36"E A DISTANCE OF 61.28 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE GO S55°55'01"E A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE GO S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND ITS EXTENSION A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE GO N03°05'12"E A DISTANCE OF 65.74 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF BLOCK 5, COLLEGE HEIGHTS, AS RECORDED IN PLAT BOOK 5 AT PAGE 9 OF SAID COUNTY; THENCE N86°53'48"W ALONG THE SOUTH LINE OF SAID BLOCK 5 A DISTANCE OF 130.24 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE DEPARTING SAID SOUTH LINE, GO NORTHEASTERLY ALONG THE WEST LINE OF BLOCK 5, SAID WEST LINE BEING A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 700.00 FEET, A DELTA ANGLE OF 26°32'42", A CHORD BEARING OF N16°25'12"E, AND A CHORD DISTANCE OF 321.41 FEET, FOR AN ARC DISTANCE OF 324.31 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE GO N29°31'35"E A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF LOT 22, BLOCK 7 OF SAID COLLEGE HEIGHTS; THENCE GO N60°28'25"W A DISTANCE OF 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO NORTHWESTERLY ALONG THE SOUTH LINE OF BLOCK 2, SAID SOUTH LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 373.00 FEET, A DELTA ANGLE OF 23°17'52", A CHORD BEARING OF N72°07'21"W, AND A CHORD DISTANCE OF 150.63', FOR AN ARC DISTANCE OF 151.67 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, GO N03°19'10"E A DISTANCE OF 127.17 FEET TO THE SOUTHEAST CORNER OF LOT 12 IN SAID BLOCK 2; THENCE GO N86°52'44"W ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 75.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE DEPARTING SAID SOUTH LINE, GO N03°18'20"E ALONG THE WEST LINE OF SAID LOT 12 AND ITS EXTENSION A DISTANCE OF 192.64 FEET TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 1 OF SAID COLLEGE HEIGHTS;

THENCE GO N87°04'35"W ALONG THE SOUTH LINE OF SAID LOT 18 A DISTANCE OF 75.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID SOUTH LINE, GO N03°17'53"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 126.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID WEST LINE, GO N87°00'35"W ALONG THE NORTH LINE OF LOT 19 IN SAID BLOCK 1 AND ITS EXTENSION A DISTANCE OF 750.59 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 120.05 FEET TO A POINT; THENCE GO SOUTH 42°56'03"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 9.26 FEET TO A POINT ON THE SOUTH LINE OF LOT 28 IN SAID BLOCK 1; THENCE GO S87°00'15"E ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 143.94 FEET TO A THE SOUTHEAST CORNER OF LOT 27 IN SAID BLOCK 1; THENCE DEPARTING SAID SOUTH LINE OF BLOCK 1, GO S03°19'58"W A DISTANCE OF 66.36 FEET TO THE NORTHEAST CORNER OF LOT 2 IN BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO N87°02'07"W ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 75.12 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE DEPARTING SAID NORTH LINE, GO S03°13'09"W ALONG THE WEST LINE OF LOTS 2 AND 27 IN SAID BLOCK 2 TO A DISTANCE OF 253.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE GO N86°50'42"W ALONG THE SOUTH LINE OF SAID BLOCK 2 A DISTANCE OF 86.96 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 386.53 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, GO S87°07'22"E ALONG THE THE NORTH LINE OF SAID PARCEL A DISTANCE OF 238.49 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE DEPARTING SAID NORTH LINE, GO S03°35'24"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 80.16 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY LIES IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 19.345 ACRES.

A map depicting the area to be annexed is attached hereto as Exhibit A.

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

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

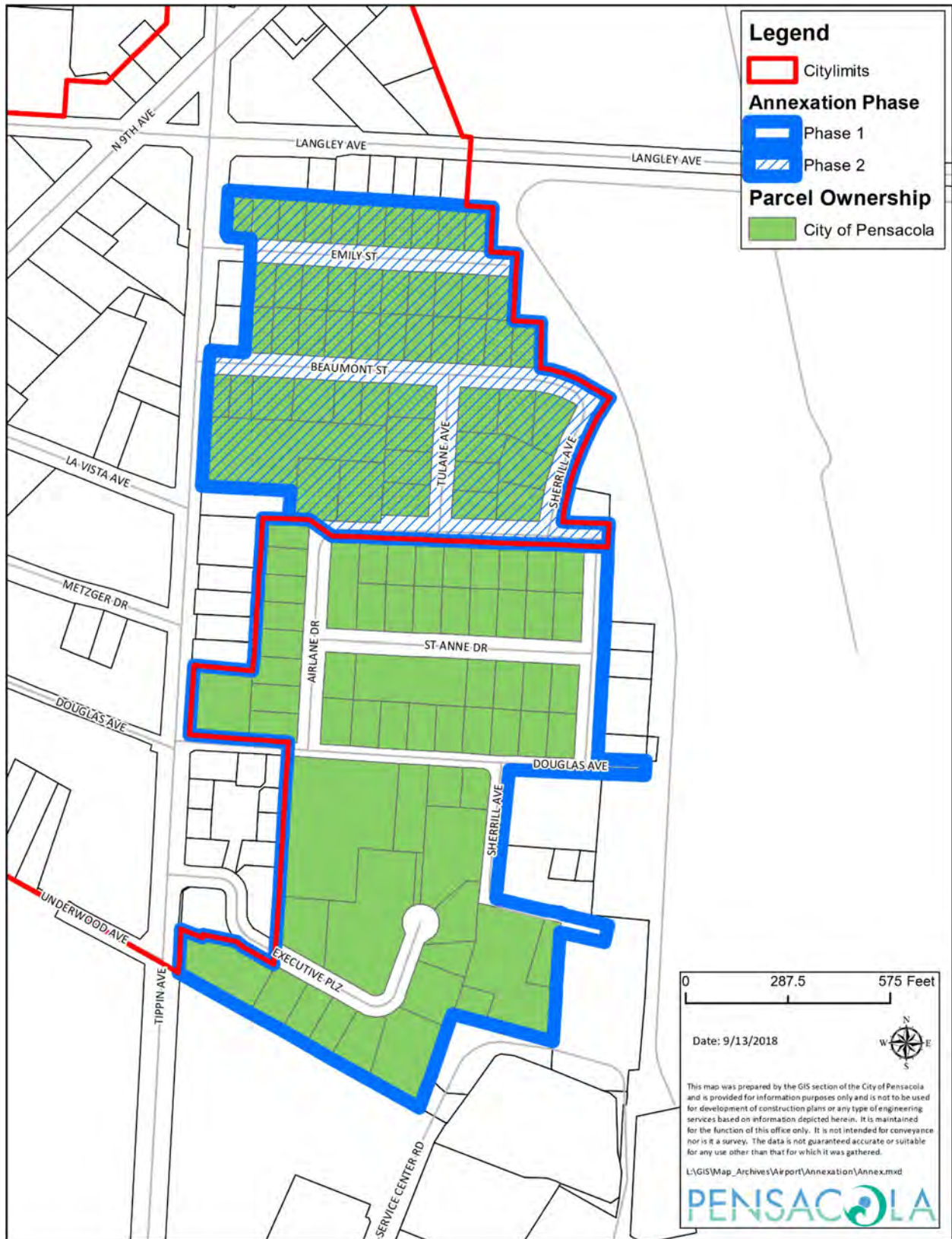
SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



PENSACOLA INTERNATIONAL AIRPORT
2430 AIRPORT BLVD STE 225
PENSACOLA FL 32504-8964



PROOF OF PUBLICATION

State of Florida:

Escambia County FL:

Before the undersigned authority personally appeared

Diana Figueroa who on oath says that he or
she is a Legal Advertising Representative of the Pensacola News Journal
a daily newspaper published in Escambia, Florida that the attached copy
of advertisement, being a Legal Ad in the matter of

ANNEXATION NOTICE

Ad Description

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

September 25, 2018

Run Date(s)

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

Sword to and Subscribed before me this 3rd day of October
2018, by Diana Figueroa
who is personally known to me.

Diana Figueroa
Affiant

Melanie Caltz
Notary

Publication Cost \$ 423.98

Ad Number 408259

Customer # PNJ-23955005



very worst

Milton on

STAFF/STREET@PNS.COM

NOTICE OF PUBLIC HEARING & PROPOSED ANNEXATION – CAMPUS HEIGHTS AREA

Please be advised that City Council of the City of Pensacola will hold the first of two Public Hearings and consider Proposed Ordinance No. 25-18 on Thursday, October 11, 2018, at 5:30 p.m. in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.
The title of the proposed ordinance is as follows:

P.O. #25-18:

AN ORDINANCE INCORPORATING AND 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.

A copy of the proposed ordinance may be inspected by the public in the City Clerk's office located on the 3rd Floor of City Hall, 222 West Main Street, Pensacola, Florida. Additionally, the public may call the Airport Director's office at 436-5000 with questions. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinance. If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based. The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to city services, programs and activities. Please call 435-1606 for further information. Requests must be made at least 48 hours in advance of the event in order to allow the city time to provide the requested services.

CITY OF PENSACOLA, FLORIDA

By: Ericka L. Burnett, City Clerk

Visit <https://pensacola.legistar.com/calendar.aspx> to learn more about City activities. Council agendas posted on-line before meetings.



PJ-000406250

NOTICE OF PUBLIC HEARING & PROPOSED ANNEXATION – CAMPUS HEIGHTS AREA

Please be advised that City Council of the City of Pensacola will hold the first of two Public Hearings and consider Proposed Ordinance No. 25-18 on Thursday, October 11, 2018, at 5:30 p.m. in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida. The title of the proposed ordinance is as follows:

P.O. #25-18.

AN ORDINANCE INCORPORATING AND 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.

A copy of the proposed ordinance may be inspected by the public in the City Clerk's office located on the 3rd floor of City Hall, 222 West Main Street, Pensacola, Florida. Additionally, the public may call the Audit Director's office at 438-3033 with questions. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinance. If any person desires to appeal any decision made with respect to any matter considered at the meeting or public hearing, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to city services, programs and activities. Please call 438-1608 for further information. Requests must be made at least 48 hours in advance of the event in order to allow the city time to provide the requested services.

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



Visit <https://pensacola.legislativecentral.com> to learn more about City activities. Council agendas posted on-line before readings.

PENSACOLA INTERNATIONAL AIRPORT
2430 AIRPORT BLVD STE 225
PENSACOLA FL 32504-8964



PROOF OF PUBLICATION

State of Florida:

Escambia County FL:

Before the undersigned authority personally appeared

Diana Figueroa who on oath says that he or
she is a Legal Advertising Representative of the Pensacola News Journal
a daily newspaper published in Escambia, Florida that the attached copy
of advertisement, being a Legal Ad in the matter of

ANNEXATION AD 2ND READING 2018

Ad Description

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

October 26, 2018

Run Date(s)

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

Sword to and Subscribed before me this 26th day of October

2018, by

Diana Figueroa

who is personally known to me:

Diana Figueroa
Affiant

Kathleen A Gibson
Notary

Publication Cost \$ 431.93
Ad Number 406629
Customer # PNJ-23955005



NOTICE OF PUBLIC HEARING & PROPOSED ANNEXATION - CAMPUS HEIGHTS AREA

Please be advised that City Council of the City of Pensacola will hold the second of two Public Hearings and consider Proposed Ordinance No. 25-18 on first reading on Thursday, November 8, 2018, at 5:30 p.m. in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

The title of the proposed ordinance is as follows:

P.O. #25-18:

AN ORDINANCE INCORPORATING AND 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.



A copy of the proposed ordinance may be inspected by the public in the City Clerk's office located on the 3rd Floor of City Hall, 222 West Main Street, Pensacola, Florida. Additionally, the public may call the Airport Director's office at 436-5000 with questions. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinance.

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

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

CITY OF PENSACOLA, FLORIDA

By: Ericka L. Burnett, City Clerk

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-18

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 25-18 - ANNEXATION OF PROPERTY - CAMPUS HEIGHTS PHASE II

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 25-18 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 twenty-three parcels have been purchased by the Airport. 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, fifty-two (52) parcel which are owned by the Pensacola international Airport, were selected for annexation at this time. No parcels owned by other individuals or businesses are affected by this annexation.

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.

May 11, 2017 - City Council conducted the first of two required public hearings regarding the Annexation of Property - Campus Heights

June 8, 2017 - City Council conducted the second of two required public hearings regarding the Annexation of Property - Campus Heights; and approved Proposed Ordinance No. 10-17 on first reading.

July 13, 2017 - City Council adopted Ordinance No. 15-17 - Annexation of Airport Owned Property on second reading.

October 11, 2018 - City Council conducted the first of two required public hearings regarding the Annexation of Property - Campus Heights Phase II.

November 8, 2018 - City Council conducted the second of two required public hearings regarding the

Annexation of Property - Campus Heights Phase II.

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

9/18/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Sherry Morris, Planning Services Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 25-18

PRESENTATION: No

PROPOSED
ORDINANCE NO. 25-18

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:

DESCRIPTION OF PROPOSED ANNEXATION:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE GO N03°10'03"E ALONG THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE (RIGHT OF WAY WIDTH VARIES) A DISTANCE OF 1276.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT, PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO S87°18'36"E ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 238.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL FOR THE POINT OF BEGINNING; THENCE GO S87°18'36"E A DISTANCE OF 61.28 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE GO S55°55'01"E A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE GO S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND ITS EXTENSION A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE GO N03°05'12"E A DISTANCE OF 65.74 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF BLOCK 5, COLLEGE HEIGHTS, AS RECORDED IN PLAT BOOK 5 AT PAGE 9 OF SAID COUNTY; THENCE N86°53'48"W ALONG THE SOUTH LINE OF SAID BLOCK 5 A DISTANCE OF 130.24 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE DEPARTING SAID SOUTH LINE, GO NORTHEASTERLY ALONG THE WEST LINE OF BLOCK 5, SAID WEST LINE BEING A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 700.00 FEET, A DELTA ANGLE OF 26°32'42", A CHORD BEARING OF N16°25'12"E, AND A CHORD DISTANCE OF 321.41 FEET, FOR AN ARC DISTANCE OF 324.31 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE GO N29°31'35"E A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF LOT 22, BLOCK 7 OF SAID COLLEGE HEIGHTS; THENCE GO N60°28'25"W A DISTANCE OF 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO NORTHWESTERLY ALONG THE SOUTH LINE OF BLOCK 2, SAID SOUTH LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 373.00 FEET, A DELTA ANGLE OF 23°17'52", A CHORD BEARING OF N72°07'21"W, AND A CHORD DISTANCE OF 150.63', FOR AN ARC DISTANCE OF 151.67 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, GO N03°19'10"E A DISTANCE OF 127.17 FEET TO THE SOUTHEAST CORNER OF LOT 12 IN SAID BLOCK 2; THENCE GO N86°52'44"W ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 75.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE DEPARTING SAID SOUTH LINE, GO N03°18'20"E ALONG THE WEST LINE OF

SAID LOT 12 AND ITS EXTENSION A DISTANCE OF 192.64 FEET TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 1 OF SAID COLLEGE HEIGHTS; THENCE GO N87°04'35"W ALONG THE SOUTH LINE OF SAID LOT 18 A DISTANCE OF 75.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID SOUTH LINE, GO N03°17'53"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 126.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID WEST LINE, GO N87°00'35"W ALONG THE NORTH LINE OF LOT 19 IN SAID BLOCK 1 AND ITS EXTENSION A DISTANCE OF 750.59 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 120.05 FEET TO A POINT; THENCE GO SOUTH 42°56'03"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 9.26 FEET TO A POINT ON THE SOUTH LINE OF LOT 28 IN SAID BLOCK 1; THENCE GO S87°00'15"E ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 143.94 FEET TO A THE SOUTHEAST CORNER OF LOT 27 IN SAID BLOCK 1; THENCE DEPARTING SAID SOUTH LINE OF BLOCK 1, GO S03°19'58"W A DISTANCE OF 66.36 FEET TO THE NORTHEAST CORNER OF LOT 2 IN BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO N87°02'07"W ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 75.12 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE DEPARTING SAID NORTH LINE, GO S03°13'09"W ALONG THE WEST LINE OF LOTS 2 AND 27 IN SAID BLOCK 2 TO A DISTANCE OF 253.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE GO N86°50'42"W ALONG THE SOUTH LINE OF SAID BLOCK 2 A DISTANCE OF 86.96 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 386.53 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, GO S87°07'22"E ALONG THE THE NORTH LINE OF SAID PARCEL A DISTANCE OF 238.49 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE DEPARTING SAID NORTH LINE, GO S03°35'24"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 80.16 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY LIES IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 19.345 ACRES.

A map depicting the area to be annexed is attached hereto as Exhibit A.

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

unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

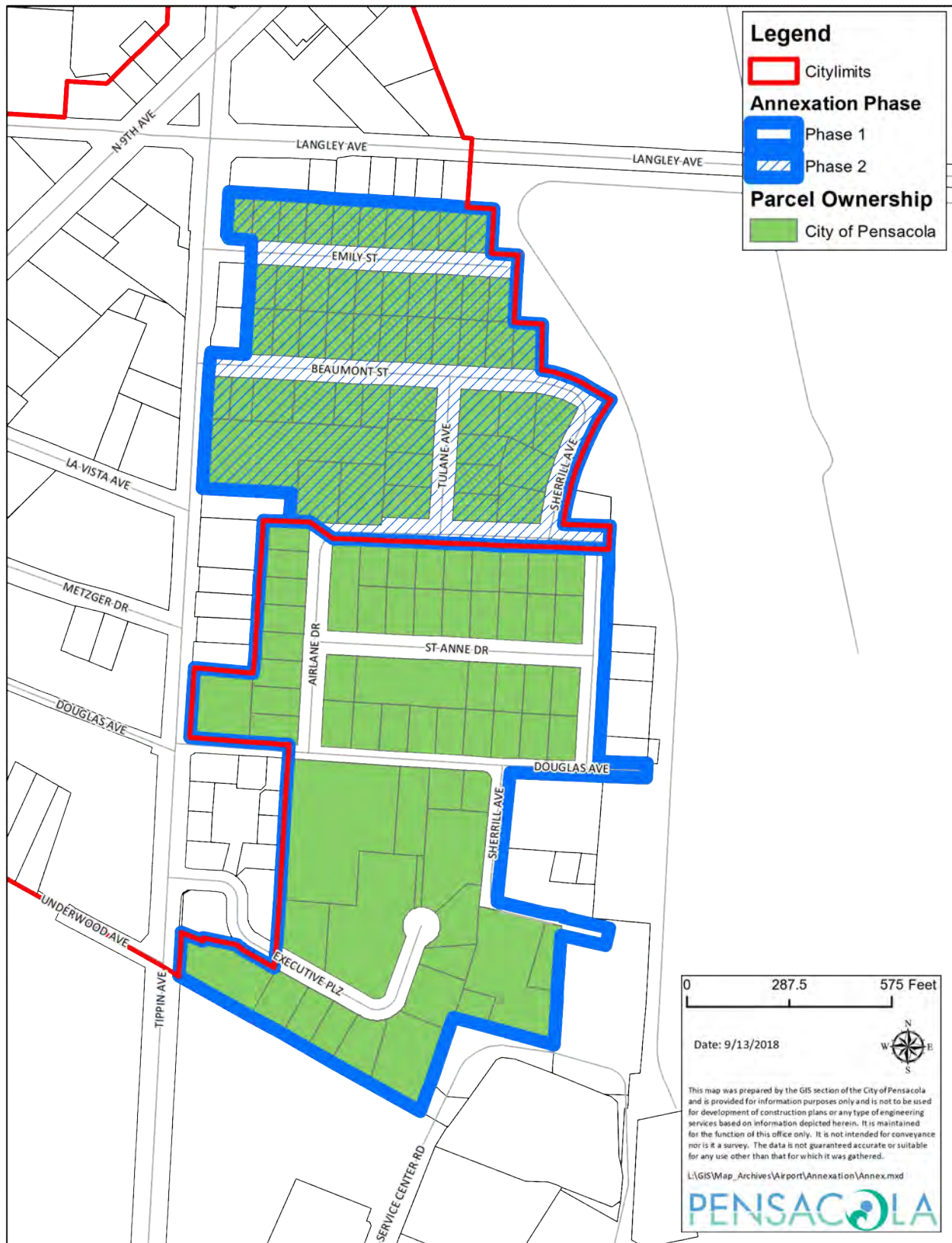
SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00396

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

QUASI -JUDICIAL HEARING - REQUEST FOR CONDITIONAL USE PERMIT APPROVAL - 805 E. GADSDEN STREET - EAST HILL ANIMAL HOSPITAL & PET RESORT

RECOMMENDATION:

That City Council conduct a quasi-judicial hearing on November 8, 2018 to consider the request for Conditional Use Permit approval for 805 E. Gadsden Street - East Hill Animal Hospital and Pet Resort.

HEARING REQUIRED: Quasi-Judicial

SUMMARY:

The City has received a request from Dr. Laura Hall of East Hill Animal Hospital and Pet Resort for a modification to her existing Conditional Use Permit at 805 E. Gadsden Street. On September 13, 2018, City Council adopted Ordinance No. 11-18, which added the use of pet resorts and permitted outside exercise areas if supervised and limited to five (5) or fewer animals per Conditional Use Permit. The adoption of this ordinance requires that Dr. Hall modify her existing Conditional Use Permit to bring her property into compliance.

On October 23, 2018, the City's Planning Board voted unanimously to recommend approval.

PRIOR ACTION:

September 13, 2018 Council adopted Ordinance No. 11-18

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

10/26/2018

STAFF CONTACT:

Keith Wilkins, City Administrator

Sherry H. Morris, AICP, Planning Services Administrator

ATTACHMENTS:

- 1) Conditional Use Permit Application, 805 E. Gadsden Street, dated September 21, 2018
- 2) Conditional Use Permit, 805 E. Gadsden Street, Supporting Documentation
- 3) Photos of Outdoor Areas, 805 E. Gadsden Street
- 4) Survey of Property, 805 E. Gadsden Street, dated February 2, 2010
- 5) October 23, 2018 Planning Board Minutes

PRESENTATION: Yes

CONDITIONAL USE

Fee: \$2,000.00

Rehearing/Rescheduling Planning Board: \$100.00

Rehearing/Rescheduling City Council: \$250.00



Applicant Information:

Name: Dr. Laura Tonetti Hall DVM PA DBA EastHill
Address: 805 E Gadsden St. Animal Hospital
Phone: 850 437 9932 Fax: 850 437 9733 Email: laura@drhall.us

Property Information:

Owner Name: Dr. Laura Hall Phone: 850 437 9932
Location/Address: 805 E Gadsden St. Pensacola FL 32501
Parcel ID: 00-05-00-9025-001-084
Square Feet/Acres: 16,552 sf

Legal Description: Please attach a full legal description (from deed or survey) - see survey

Purpose of conditional use:

- Continued use of Animal Hospital +
Pet Resort with noted fencing (survey)
+ color photo noting fencing, allowing
animals outdoors with supervision
and a limit of 5 dogs per yard.

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this conditional use and that no refund of these fees will be made. I have reviewed a copy of the applicable zoning regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Dr. Laura Hall DVM PA
Signature of Applicant
(Owner of Property or Official Representative of Owner)

9/21/18
Date

FOR OFFICE USE ONLY

Zone: DEHC-1 District: #4 Date Received: 9/21/2018
Case Number: N/A Date Postcards mailed: _____
Planning Board Date: 10/9/2018 Recommendation: N/A
Council Date: 11/8/2018 Council Action: _____

Fee: \$1,000.00

Rehearing/Rescheduling Planning Board: \$100.00

Rehearing/Rescheduling City Council: \$250.00



APPLICATION FOR CONDITIONAL USE APPROVAL

Applicant Information:

Name: Dr. Laura Hall, East Hill Animal Hospital

Address: 1010 North 12th Avenue, Pensacola, FL 32501

Phone: (850) 437-9932

Fax: (850) 437-9733

Email: DrLaura@EastHillAnimalHospital.com

Property Information:

Owner Name: Dr. Laura Hall

Phone: (850) 437-9932

Location/Address: 805 East Gadsden Street, Pensacola, FL 32501

Parcel ID: 0 0 - 0 S - 0 0 - 9 0 2 5 - 0 0 1 - 0 8 4 Square Feet/Acres: 16,552 sf

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

Purpose of conditional use: The current site consists of two connected residences which house the Pensacola Pet Resort, a pet boarding house and grooming facility. Conditional Use approval is requested for an addition to the current structure to house a new 3,000 square foot veterinary clinic.

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this conditional use and that no refund of these fees will be made. I have reviewed a copy of the applicable zoning regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Signature of Applicant

(Owner of Property or Official Representative of Owner)

Date

To be completed by Staff:

Legal description attached, adequate and acceptable: Y

Electronic legal description request: _____

Verified by: _____ (Planning Department)

Name

Date

FOR OFFICE USE ONLY

Zone: OEHC-1 District: 4

Date Received: 1-26-09

Case Number: C-2009-001

Date Postcards mailed: _____

Planning Board Date: _____

Recommendation: _____

Date City Council meeting in newspaper: _____

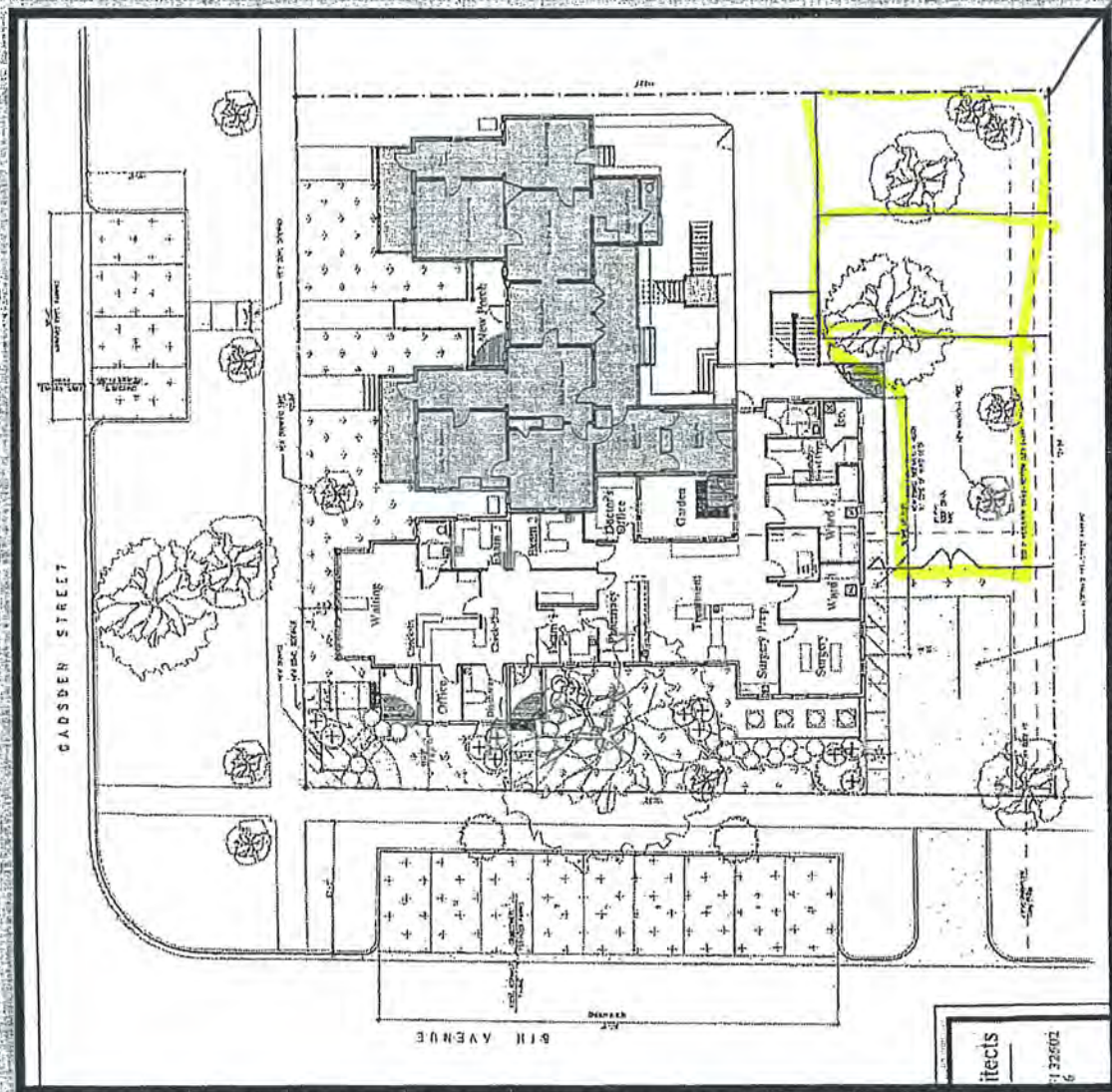
Date of Public Hearing: _____

Committee Date: _____

Council Date: _____

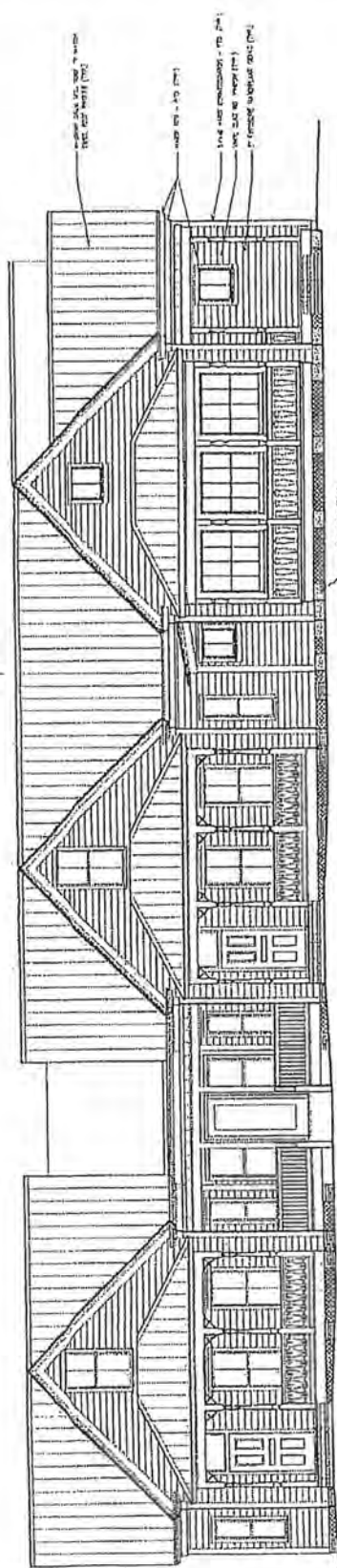
Council Action: _____

Item 3

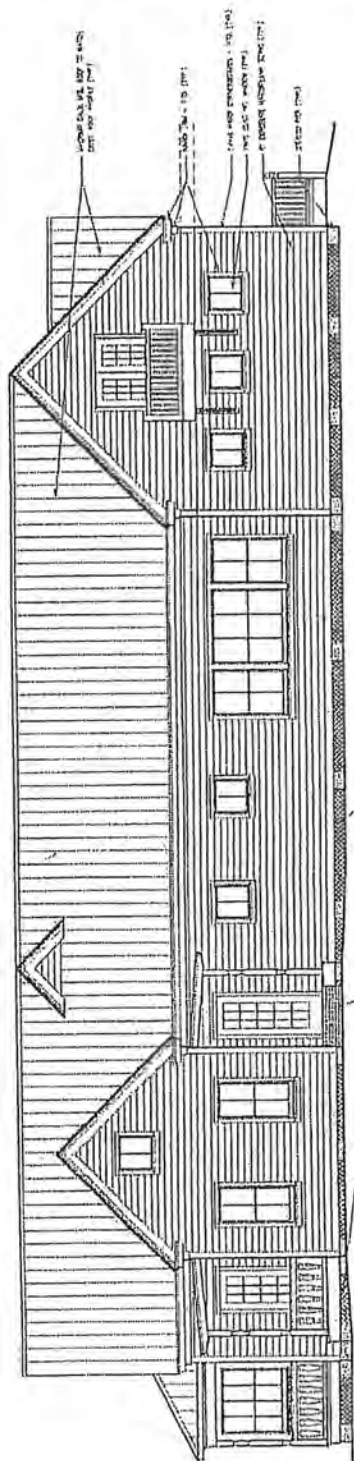


*Fences
Original
Application*

Item 3



North Elevation
1/8" = 1'-0"

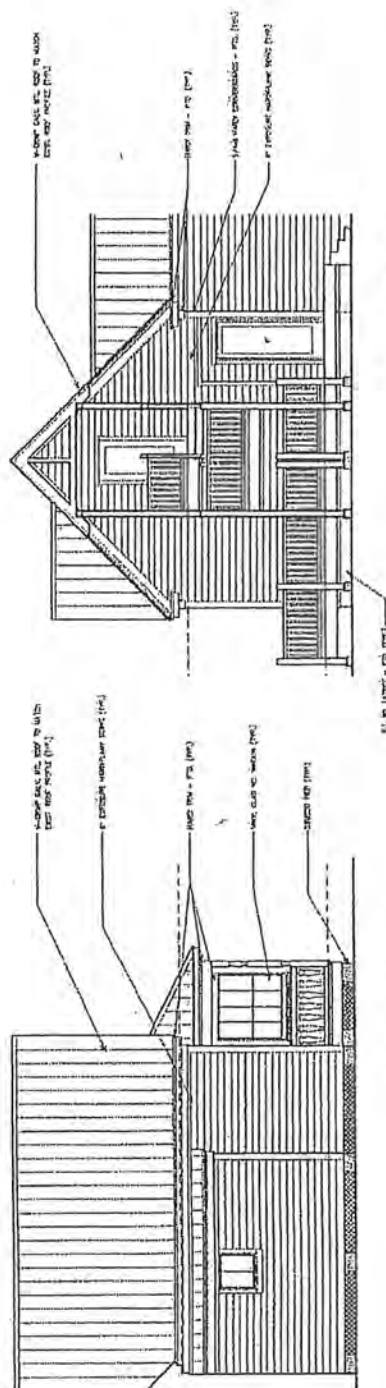


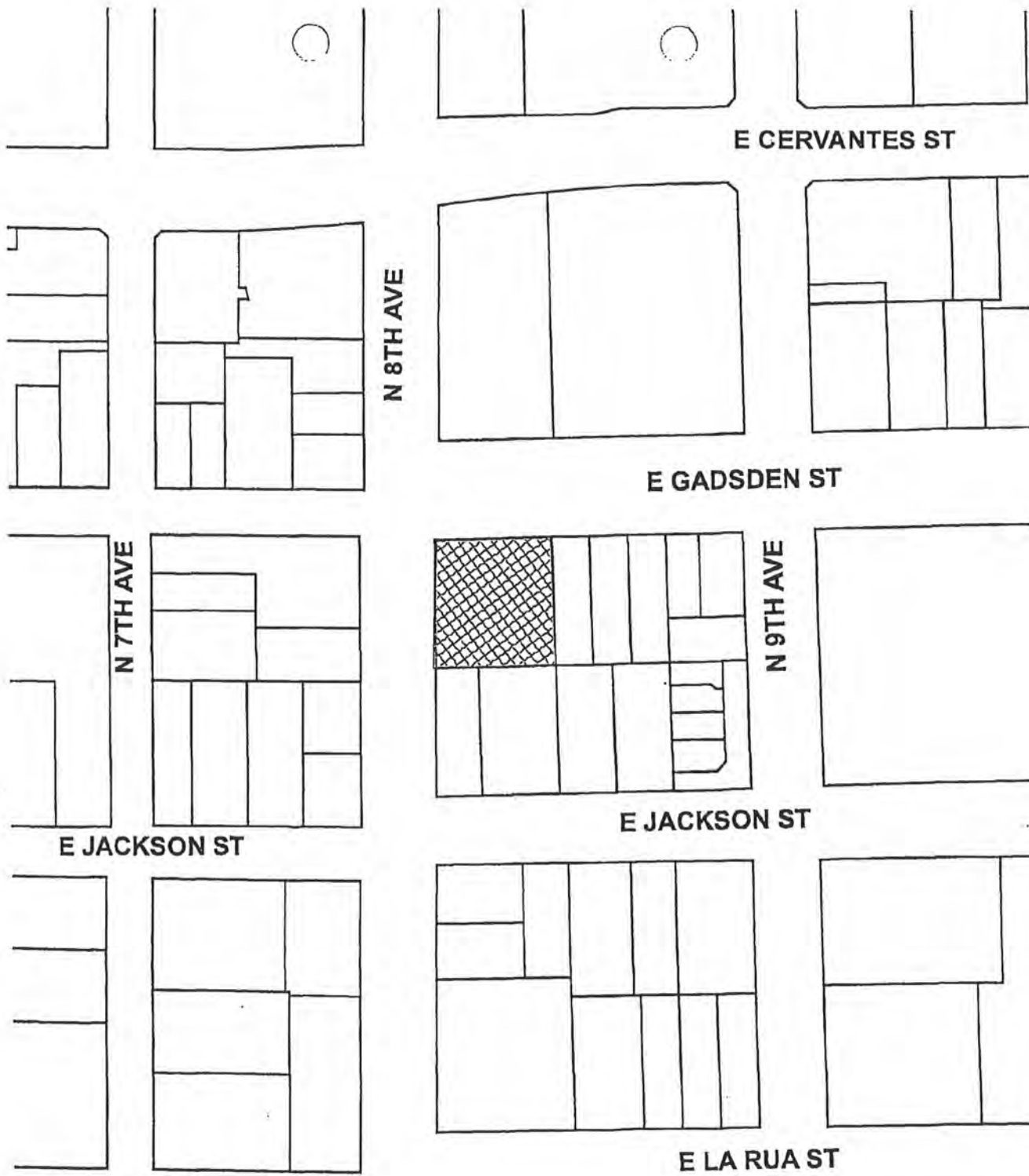
West Elevation


Architectural drawing of the South Elevation of a building. The drawing shows a two-story structure with a gabled roof. The left side of the building features a porch with a gabled roof. The right side has a smaller gabled section. The drawing includes various annotations for materials and dimensions:

- Top left: "1/2\"
- Top right: "1/2\"
- Bottom left: "1/2\"
- Bottom right: "1/2\"
- Center: "1/2\"
- Right side: "1/2\"
- Far right: "1/2\"

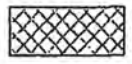
South Elevation
1:2" = 1'-0"

Partial East Elevation
12' x 14'Partial East Elevation
1/2" = 1'-0"



 **CONDITIONAL USE REQUEST**

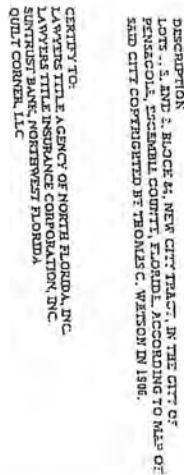
1 inch equals 139 feet

 REQUEST A CONDITIONAL USE FOR A VETERINARY CLINIC

REQUESTED BY DR HALL

MARCH 2009

GADSDEN STREET
(100' RIGHT-OF-WAY)

[illegible]

ADDRESS: 805 E 807 EAST GADSDON STREET
REQUESTED BY: ALICE GEBARDESE
TYPE: BOUNDARY SURVEY WITH IMPROVEMENTS
SECTION 41, TOWNSHIP 2 - 33-73, RANGE 30, WEST ESCAMBIA COUNTY
SCALE: 1" = 30'

FIELD BOOK	DATE	DESK	REMARKS
254	6-3-62	5. D. / 7. S.	REMOVED

DATE: 12-10-99

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN UNDER MY PERSONAL SUPERVISION AND MEETS THE MINIMUM TECHNICAL REQUIREMENTS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CONNECTION WITH FLORIDA ADMINISTRATIVE CODE, PARSICAN TO SECTION 47.01.

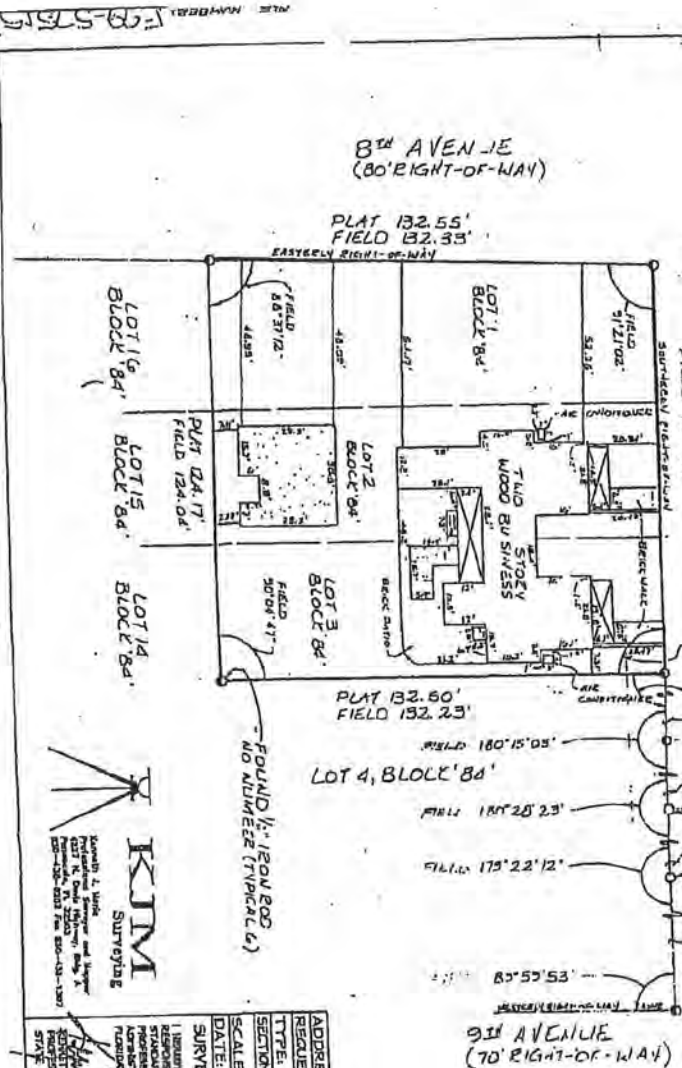
FLORIDA SURVEYOR

NOT VALID WITHOUT THE SIGNATURE AND THE EXPIRATION DATED SEAL OF A FLORIDA LICENSE SURVEYOR AND JURY.

EXPIRATION DATE: 12-31-01

99-7862

99-7867



9th AVENUE
(70' RIGHT-OF-WAY)

CERTIFY TO:
 LAWYERS TITLE ASSOCIATES OF NORTH FLORIDA, INC.
 LAWYERS TITLE INSURANCE CORPORATION, INC.
 SOUTHERN PLAZA, NORTHWEST FLORIDA
 SUITE 2000, TALLAHASSEE, FLORIDA 32301

[illegible][illegible]


NOT TO BE RETURNED
THE ORIGINAL
SOLICITOR AND THE SPOON
PAVED SLIGHT A FLAMING
LORDS SPOON AND
HAPPY.

BRILLIANT HARBOR

99-7867

CITY COUNCIL MEMORANDUM

COMMITTEE: Economic and Community Development

FROM: Alvin G. Coby  City Manager

DATE: March 26, 2009

SUBJECT: Conditional Use Approval of Veterinary Clinic-805 E. Gadsden Street.

SUMMARY:

Dr. Laura Hall is requesting Conditional Use approval of a veterinary clinic to be located at 805 East Gadsden Street. Dr. Hall is proposing to locate nine (9) parking spaces within the 8th Avenue right of way and four (4) parking spaces within the Gadsden Street right of way in order to meet the parking requirement for the proposed veterinary clinic. She is proposing to use grasscrete pervious pavers in order to minimize the environmental and visual impact. Approval of the Conditional Use request will require that a license to use the right of way adjacent to the parcel be reviewed and approved at a later time to allow the proposed parking. The alternative to the parking in the right of way would be a parking variance request from the Zoning Board of adjustment.

In August 2008, Dr. Hall brought a request for consideration of a Land Development Code amendment which would add "Animal Hospitals and Veterinary Clinics with fully enclosed kennels and no outside runs or exercise areas" to the permitted uses allowed in the Old East Hill Neighborhood Commercial District (OEHC-1). The Planning Board recommended that the land use be added to the Land Development Code as a Conditional Use in the OEHC-1 District. On November 20, 2008 City Council approved the Planning Board recommendation and added veterinary clinics to the OEHC-1 District as a permitted Conditional Use. Conditional Use approval requires the review and recommendation of Planning Board, and approval by City Council via a Quasi-Judicial Hearing.

City of
Pensacola





Current Survey

Certify To:
Laura Tonetti Hall, D.V.M, P.A.
Coastal Bank and Trust of Florida
Westcor Land Title Insurance Company
Litvak Beasley & Wilson, LLP

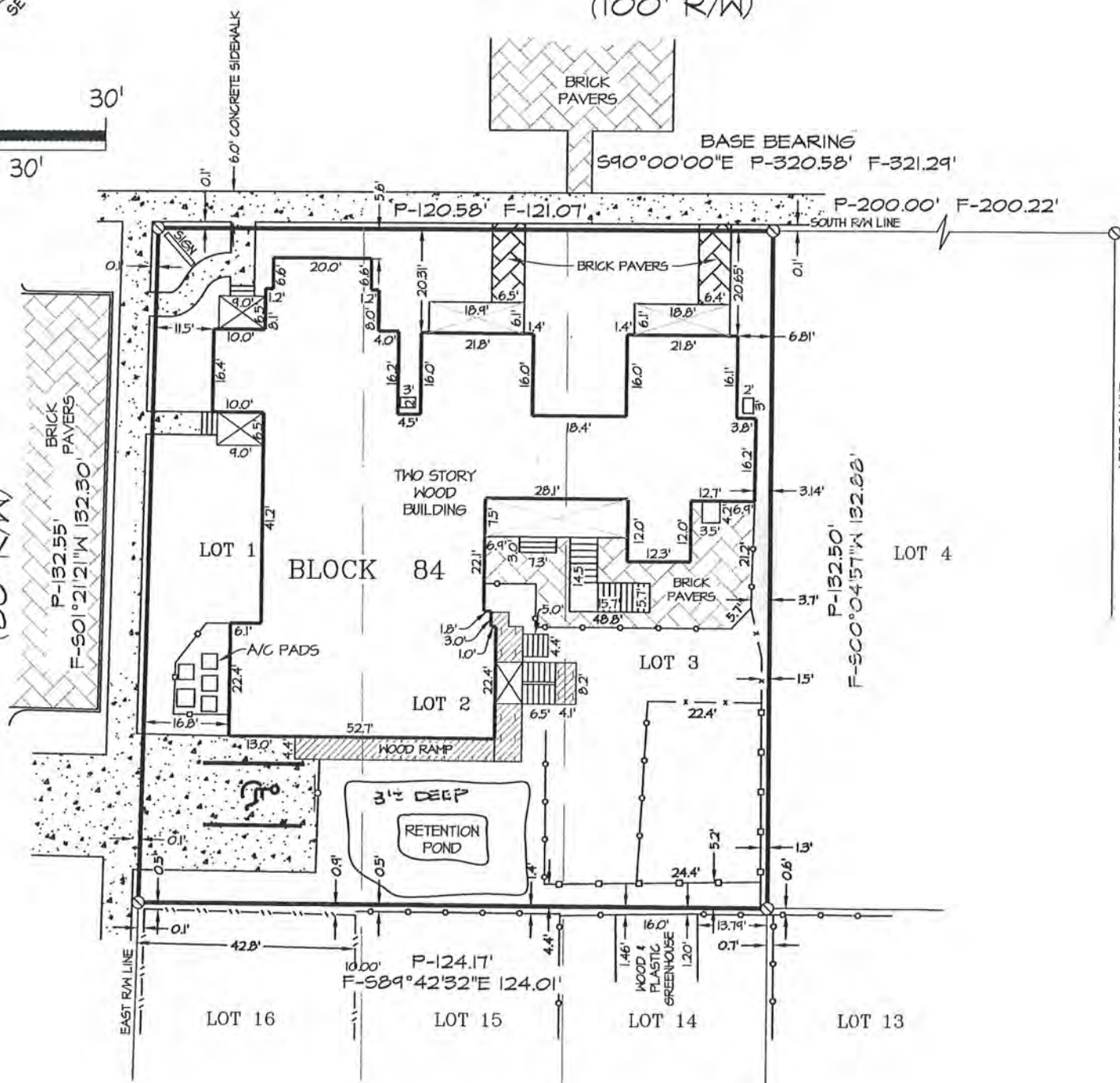


30' 15' 0 30'
SCALE 1" = 30'

GADSDEN STREET
(100' R/W)

8TH AVENUE
(80' R/W)

9TH AVENUE (70' R/W)



- SURVEYORS NOTES:
- THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.
 - ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT.
 - NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.
 - NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
 - NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
 - ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.
 - ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS.
 - THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.
 - BASIS OF BEARING: THE SOUTH R/W LINE OF GADSDEN STREET AS S90°00'00"E.
 - REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION; COPY OF PLAT OF NEW CITY TRACT, CITY ATLAS SHEET NO. 67.
 - ENCROACHMENTS ARE AS SHOWN.
 - IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR THAT THE PARCEL OF LAND SHOWN HEREON AS PER THE FLOOD INSURANCE RATE MAP INFORMATION AS FOLLOWS:
ZONE: "X"
ELEVATION: N/A
PANEL NUMBER: 12033C 0390 G
AS DATED: SEPTEMBER 29, 2006
 - THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM SURVEYING, INC., IS L.B. 7107.

DESCRIPTION: (OFFICIAL RECORDS BOOK 6228, PAGE 236)
LOTS 1, 2, AND 3, BLOCK 84, NEW CITY TRACT, IN THE CITY OF PENSACOLA,
ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY
THOMAS C. WATSON IN 1906.

- LEGEND:
- - FOUND PLAIN 1/2" IRON ROD
 - R/W - RIGHT-OF-WAY
 - A/C - AIR CONDITIONER
 - P - PLATTED DIMENSION
 - F - FIELD MEASUREMENT
 - - 4' CHAIN LINK FENCE
 - - 6' WOOD FENCE
 - - 8' WOOD FENCE
 - - 4' WOOD FENCE

ADDRESS: 805 & 807 EAST GADSDEN STREET						
REQUESTED BY: SAM WILSON						
TYPE: BOUNDARY SURVEY WITH IMPROVEMENTS						
SECTION 46, TOWNSHIP- 2 - SOUTH, RANGE- 30 - WEST, ESCAMBIA COUNTY						
SCALE: 1" = 30'	FIELD BOOK	PAGE	CREW	FIELD DATE	DRAWN BY	CHECKED BY
DATE: 12/10/1999	254	60-62	SB/TS	12/09/99	LC	
NO.	DATE	REVISIONS				APPROVED BY
1	06/15/2009	RESURVEY; F.B. 531, PAGE 36; CB/CJ; 06/11/09; KES				
2	06/03/2009	FOUNDATION; F.B. 534, PAGE 33; CB/CJ; 07/30/09; JSP				
3	02/02/2010	FINAL SURVEY; F.B. 539, PAGE 7; CB/CJ; 01/28/10; JSP				
SURVEYOR'S CERTIFICATE						
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATION CODE, PURSUANT TO SECTION 472.021, FLORIDA STATUTES.						
KENNETH J. MONIE PSM #4655 CORPORATE NO. LB 0007107 STATE OF FLORIDA						NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
KJM Surveying, Inc. Kenneth J. Monie Professional Surveyor and Mapper 4227 N. Davis Highway, Bldg. A Pensacola, FL 32503 850-438-0202 Fax 850-438-1307						DRAWING NUMBER 99-7867

FILE NO. E10-67291



PLANNING SERVICES

THE UPSIDE *of* FLORIDA

MINUTES OF THE PLANNING BOARD

October 23, 2018

MEMBERS PRESENT: Chairman Paul Ritz, Nathan Monk, Danny Grundhoefer, Jared Moore

MEMBERS ABSENT: Kurt Larson, Nina Campbell

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner,

OTHERS PRESENT: Don Kraher, Council Executive, Lou Courtney, Susan Agnew, Michael Courtney, Aaron Arabski, Diane Mack, Amber Hoverson, Stephen M. Hayes, Barbara Chapman, Laura Hall, Dottie Dubuisson, Christian Wagley,

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from September 18, 2018.
- New Business:
 1. Consider Request for Conditional Use Permit Approval at 805 E. Gadsden Street.
 2. Consider Amendment to Land Development Code Section 12-12-4 Vacation of Streets, Alleys.
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:08 pm with a quorum present and covered Board procedural instructions for the audience. At this time, Mr. Monk made a statement to the Board and the audience. Mr. Monk referenced the September 2018 meeting with a contentious item.

Mr. Monk indicated he foolishly thought the Board would be making a somewhat ceremonious vote and handing the item off to Council and felt a little shocked and upset to find that was not the case. His reaction was very reactionary, and he should not have responded in the way that he did to some of the people who came forward to speak, and as such, he apologized for that. He stated he could not apologize for his opinions since they were based in what he believed to be a good movement for the community, and he stood by that, but he could have conducted himself a little bit differently in the way in which he had responded to it; he did apologize for that.

Chairman Ritz offered that each of the Board members may or may not have been guilty during that same meeting or any other contentious items; emotions do come into play and Board members must try to remember even though they are human too, always be civil. He advised Mr. Monk was not the first person to apologize as a Board member and would probably not be the last.

EVERYTHING THAT'S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA.

222 West Main Street Pensacola, FL 32502 / T: 850.435.1670 / F: 850.595.1143 / www.cityofpensacola.com

Approval of Meeting Minutes

Mr. Grundhoefer made a motion to approve the September 18, 2018 minutes, seconded by Mr. Monk, and it carried unanimously.

New Business

Consider Request for Conditional Use Permit Approval at 805 E. Gadsden Street

The City has received a request from Dr. Laura Hall of East Hill Animal Hospital and Pet Resort for a modification to her existing Conditional Use Permit at 805 E. Gadsden Street. On September 13, 2018 City Council adopted Ordinance # 11-18 which added the use of pet resorts and permitted outside exercise areas if supervised and limited to five (5) or fewer animals. The adoption of this ordinance requires that Dr. Hall modify her existing Conditional Use Permit to bring her property into compliance. In June of 2018, Dr. Laura Hall proposed a modification to the Land Development Code that would permit this use by right and not require Conditional Use Permit approval. However, after two public hearings and input from the neighborhood, City Council voted to grant the addition of the pet resort and outside areas with supervision and limited to five (5) or fewer animals as a Conditional Use only. Ms. Deese stated one last comment which was received referenced the (5) or fewer animals per yard which Dr. Hall indicated in her application. However, based on the language in the ordinance, (5) or fewer animals would be tied to the Conditional Use Permit and she would not be permitted to create multiple "yards".

Chairman Ritz explained after much discussion, they now knew what the Council had adopted, and the agenda item was back before the Board. He then called the applicant to speak.

Dr. Hall stated after the last Board meeting they had compromised what they were already doing by saying supervised and a limit of (5) dogs. She had the original request submitted to the Board in 2008 illustrating the yards. She explained this issue had gone from a parking to a barking to a zoning issue, and she had tried to compromise all along the way. Basically today's meeting was to ensure she had gone through the legislative process, with the last vote in Council to be 6-0 in favor of the application; her 805 E. Gadsden meets that ordinance. She also furnished letters from the neighbors supporting her proposal and was asking the Board to interpret and apply the Conditional Use so she could get back to business as usual.

Chairman Ritz pointed out the Council adopted the ordinance for supervised and limited to five (5) or fewer animals with supervision and asked what the previous Conditional Use provided. Ms. Deese explained the previous Conditional Use did not allow any outside exercise areas. Mr. Monk asked for clarification, and Dr. Hall stated the issue was the definition of outdoor exercise areas; she had not been boarding dogs outside. She did agree to the supervision and limit of (5). She began her business in 2006, added the hospital in 2010, and had no complaints. Mr. Monk advised he lives in the 600 block and had never heard the dogs. Dr. Hall explained staff members had parked on the street, and Code Enforcement advised the complainant it was completely legal. Then the issue became barking and Code Enforcement was called to answer questions regarding exercise areas. It was recommended that the language be changed, and now 805 E. Gadsden complies with that change.

Mr. Moore confirmed with staff that the original Conditional Use Language in the Code was amended, so by passing this, the Board was just updating the language of the Conditional Use Dr. Hall had, and Ms. Deese agreed.

Ms. Agnew advised from the beginning, the neighborhood had a very purposeful wording that no vet hospitals or clinics be allowed, and in 2006, Dr. Hall brought in a pet shop and then the pet hospital. The neighborhood was not thrilled about it, and it was stated in the beginning that her boarding outside exercise areas were not exterior. That became the crux of this problem. There are vets who operate without exterior places. It might be wonderful to have, but not in a neighborhood with immediate neighbors who will feel the effects of that. After lengthy discussions, she is now allowed (5) dogs on the entire lot, not fenced in areas.

If you get (5) dogs in each fenced area, you could have as many dogs as you wanted outside which affects the neighborhood. She explained zoning was set for a reason; the immediate neighbors who have written letters do not live in the neighborhood. There is also a strong probability that these two properties which are not being worked on might possibly be sold to her which would allow more areas for more dogs. She stressed she had no problem with Dr. Hall as a business owner but had issues with her expanding her business in a neighborhood with immediate neighbors where it would not enhance the neighborhood. It would put pressure on neighbors to deal with issues they did not originally want to deal with and did not originally agree to when Dr. Hall came in. She asked the Board to let the Conditional Use with (5) dogs stand but not let it become more than it should since the neighborhood would be affected. Mr. Grundhoefer asked about her being comfortable with the (5) dogs, and she stated she did not like it and had originally wanted the dogs on the interior as it was originally stated, but she agreed the language should be (5) dogs or fewer per lot. Ms. Deese explained this would expand the use from what is currently permitted; it would allow (5) animals per Conditional Use Permit. Mr. Grundhoefer stated the language of outside exercise areas could be interpreted that you could fence off different areas. Ms. Deese explained it was very clear in the Code under Conditional Use – only per Conditional Use (5) animals or less.

Ms. Hoverson, President of the Old East Hill Neighborhood Association, was agreeable with the Conditional Use for (5) animals per permit and felt it was a good compromise, but did oppose more dogs than the (5) as stated in the application. Since 805 E. Gadsden was deeded as one lot, it should have one exercise area and asked for clarification on exercise areas. Chairman Ritz clarified that the facility, if this was approved as a Conditional Use, would be allowed (5) dogs outside; if there were multiple fenced in areas, one dog could be placed in each area with (5) dogs the maximum, and anything above would be a violation. He explained when the Board votes, the audience will typically understand why the Board voted as it did. Generally, as you hear the deliberations, you understand what caused that decision to be made.

Mr. Arabski explained his home touched the veterinarian property. He felt confident in spending \$250,000 on restoring his home because it was in a preservation district, knowing zoning was in effect that would not allow a ridiculous number of dogs next door. Those conditions included whatever the Conditional Use Permit that facility had. When there was a hearing to change the property to C-3, it was disruptive to his family. It was very accommodating to adjust the Conditional Use Permit to allow (5) dogs outside, but he did not want to attend more hearings to protect his home investment. He asked for (5) dogs outside the property, not two pens of (5) each, not another hearing, and not another interpretation. Chairman Ritz clarified there was only one Conditional Use Permit for her facility with only (5) dogs allowed with this permit; if Dr. Hall took up the entire block, it would still be one Conditional Use Permit with (5) dogs. Mr. Arabski also pointed out the neighbors who wrote letters not opposing own homes which are abandoned and felt it was deceitful to say all the neighbors were agreeable. Chairman Ritz stated it was duly noted that he and other speakers had mentioned that these property owners were not living in their premises.

Mr. Monk advised there was no way to guarantee that the issue would not return to the Board. Depending on how other neighbors may respond to this issue in the future or if there was an expansion, etc., it could very well end up back before the Board, but it would not be because of anything from the Board since it only responds to items brought before it. He pointed out the Board does not create legislation; they show up before the Board.

Ms. Dubuisson explained she was at the Council meeting and pointed out Council's action changed the ordinance so it was possible for the Board to give them the Conditional Use; they returned it to the Planning Board so it would assess its impact on the community and what the neighborhood wanted. She heard about the neighborhood being accommodating but also heard about expansion.

While she respected what Dr. Hall had created, her saying she had compromised in coming to this point was the opposite of what she expected her to say since she had been in violation. What she needed to be recognizing was that the neighborhood compromised to allow her to be in compliance by making this accommodation, and she should make every effort to make their accommodations of value to them.

Dr. Hall explained she was very sensitive to words like "deceitful" and "in violation" since that was not the case. She presented a site plan from 2008 and stated she was not asking for anything new and was not doing anything different from five years ago. She pointed out the City allowed her facility with these fences shown on the site plan, and it was all a confusing interpretation of outdoor exercise areas. She stated she was protecting the animals entrusted to her. Now at this point to expand her property, she would have to go through this process again. This decision was 805 E. Gadsden just being in compliance with the new ordinance.

Mr. Monk asked if this was how she operated the whole time, and Dr. Hall advised she always had dogs going outside supervised, but there may be been more than (5). Mr. Monk asked either previously or with the current changes, was the intention for the dogs to be inside or outside during the night. Dr. Hall said they would be outside only during business hours; they go outside with a staff member, and she was comfortable with the changes proposed. Chairman Ritz indicated he might be concerned if he heard dogs at night. He restated the agenda item was to allow (5) dogs per Conditional Use Permit and believed he heard a consensus that this would be acceptable, with the (5) dogs maximum being supervised during the time they are outside.

Mr. Moore stated after sitting through multiple Council meetings and discussions, he felt this was a victory with everyone using their best rhetoric. **Mr. Moore then made a motion to approve the Conditional Use, seconded by Mr. Monk.** Mr. Grundhoefer indicated his firm had done work with Dr. Hall in the past, but they were not presently under contract, and his firm would not benefit from the item's approval or denial. Staff confirmed there was not a voting conflict for Mr. Grundhoefer on this proposal based on the information given. Chairman Ritz explained this item would return to Council in a quasi-judicial format at the November 2018 meeting. **Without any further discussion on the item, the motion carried unanimously.** Chairman Ritz clarified it was approval for a (5) dog maximum per Conditional Use Permit.

Consider Amendment to Land Development Code Section 12-12-4 Vacation of Streets, Alleys

On September 13, 2018, City Council referred to this Board for review and recommendation an Amendment to Land Development Code Section 12-12-4 Vacation of Streets, Alleys. This proposed amendment would require that any vacation shall leave no less than 10 feet of right of way from the existing back-of-curb. The City Council memorandum enclosed within this agenda item indicated the reason for this amendment was due to safety concerns as well as best practices in the furtherance of creating a more walkable and safe community.

Mr. Wagley supported this measure which would put this existing staff policy into the code. Placing this in the Code would ensure the 10 feet of right of way to accommodate for its many uses. Occasionally, there are sidewalks placed up against the street, but only when the right of way is already constrained. This would be a good step for a more walkable community. Chairman Ritz agreed walking on a sidewalk right up against a street would make him uneasy because of high speed traffic and appreciated placing this in a Code form to allow for the vegetative strip as a buffer.

Mr. Grundhoefer stated the language missed an opportunity to add the portion about if it was an existing sidewalk, it should be maintained or if eliminated, it must be rebuilt. He appreciated the ADA language "so that the work does not result in a lesser level of accessibility." He suggested it was common sense that if someone was granted additional city property, they would either maintain a sidewalk or rebuild a sidewalk.

However, in a previous case, Council had stated a particular sidewalk did not connect to other sidewalks, therefore, some of them felt it was not necessary. Mr. Monk stated if applicants knew this would be required, they would know it was an expense ahead of making that type of request which would eliminate a lot of confusion moving forward. Ms. Deese explained the Council member sponsoring this item was open to suggestions from the Board and it would be returning to Council as a recommendation. She clarified the Board's aesthetic review on locations such as the Blue Wahoo Stadium, was a final determination by this Board. With right of way vacations, Conditional Uses or rezonings the Board was a recommending body to the Council. Chairman Ritz clarified this recommendation would be citywide.

Mr. Grundhoefer then made a motion to recommend approval of proposed language with the addition that right of way vacations do not result in a lesser level of accessibility, an existing sidewalk must be maintained or rebuilt by an owner granted such a vacation. The motion was seconded by Mr. Moore and carried unanimously.

Open Forum – Dottie Dubuisson asked that the Board study the makeup of the Board, observing that no one on the Board lived on the west side of Palafox for representation. She requested they ask Council when they were making appointments to consider broadening the scope of the geographical representation as well as the ethnicity and gender.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 3:05 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'BCD', with a stylized flourish at the end.

Brandi C. Deese
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00406

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Sherri F. Myers

SUBJECT:

LETTER FROM CITY COUNCIL TO ALL MEMBERS SERVING ON CITY COUNCIL APPOINTED BOARDS, COMMISSIONS OR AUTHORITIES

RECOMMENDATION:

That City Council authorize the Council President to author a letter to be sent to all members serving on City Council appointed Boards, Commissions or Authorities.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Through the issuance of this letter, the City Council desires to express its gratitude to individuals volunteering to serve on Boards, Commission and Authorities; as well as to outlining certain levels of decorum and expectations of the City Council.

This letter is meant to encompass all Council appointees to Boards, Commissions and Authorities while maintaining respect for individual Boards rules, procedures and guidelines as well as duties and responsibilities set forth within the City Code.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) City Council Letter to Members of Boards, Commissions or Authorities

PRESENTATION: No

To: Members of City Council appointed Boards, Commissions and Authorities

Date: November 8, 2018

Dear Board Member:

The Members of the City Council would like to take this opportunity to thank each of you for your willingness to be an appointed volunteer on your respective Board, Commission or Authority. Without your willingness to be an active participant in local government, much of what gets accomplished within the City would not be possible.

As appointed representatives of the City Council, it is our expectation that a level of decorum and civility will always be maintained in your interaction with fellow board members as well as with citizen participants. Please remember, while serving in this capacity you are guided and bound by the same Code of Ethics as the City Council members. Consistent attendance is a part of that expectation.

Within your given undertakings, your guide should always be the City Code. As a Board Member, one should not put themselves in a situation to be seen as an advocate for any one group, position or person, but rather let the City Code be the guide in the decision making process. Citizen input should also be taken into consideration, consistent with City Code, as you deliberate issues before your board.

Over the next few months, Council Staff will be working with your board staff member(s) and chairperson in attempting to standardize the rules, procedures and guidelines to be followed by each board.

Appointments made to each of the Boards, Commissions or Authorities are not made haphazardly nor without a great deal of consideration. Your continued service is important and valued by the City Council and we sincerely thank you.

Most respectfully yours,

Gerald Wingate
President
Pensacola City Council



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00412

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Andy Terhaar

SUBJECT:

DECLARATION OF THE EXISTENCE OF EXIGENT CIRCUMSTANCES REGARDING PARCELS I, IA AND III INCLUDED IN THE SEVILLE HARBOR LEASE

RECOMMENDATION:

That City Council expressly declare that exigent circumstances exist regarding Parcels I, IA, and III included in the Seville Harbor Lease in accordance with Section 2-3-4 of the City Code. Further, that with this declaration, City Council authorize the Mayor to bring forth a Purchase and Sales Agreement regarding these parcels for consideration.

HEARING REQUIRED: No Hearing Required

SUMMARY:

At the October 11, 2018 City Council meeting, Seville Harbor requested that the City Council approve the Purchase and Sale agreement for Parcels I, IA and III included in the Seville Harbor Lease for the purchase prices of \$725,000. The sales price is based on the current appraised value of the property based on the June 6, 2018 appraisal by Fruitticher Lowery Appraisal Group. The property is currently leased by the purchaser and will be sold "as is". This sale is being proposed utilizing the direct negotiation option as provided for in the City Council's Policy for Disposition of City Owned Real Property.

Section 2-3-4 of the Code of the City of Pensacola provides that any real property owned by the City or by the Pensacola Community Redevelopment Agency located south of Bayfront Parkway/Main Street between the Pensacola Bay Bridge and "A" Street shall not be declared surplus or disposed of by sale of such property, in the absence of any exigent circumstance expressly declared to exist by the City Council.

Duhaime's Law Dictionary defines exigent circumstance as, "An unusual and time-sensitive circumstance that justifies conduct that might not be permissible or lawful in other circumstances."

This item seeks the declaration by City Council that exigent circumstances exist relating to the three parcels in question.

PRIOR ACTION:

October 11, 2018 - Item seeking to Amend Section 2-3-4 of the City Code failed to secure enough affirmative votes for passage.

June 15, 2015 - City Council approved Proposed Ordinance No. 14-15 creating Section 2-3-4 of the Code of the City of Pensacola, Florida.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00409

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

APPROVAL OF REAL PROPERTY PURCHASE - 605 WEST INTENDENCIA

RECOMMENDATION:

That City Council approve the property purchase and sales agreement for the purchase of real property located at 605 West Intendencia, parcel reference number, 000S009070036041, account number 152164000 located within the footprint of Corinne Jones Stormwater Park from Randall A. Seaward in the amount of \$121,091.70 plus closing costs and appraisal fee of \$774.45 for a total of \$121,866.15. Further that City Council authorize the Mayor to negotiate and execute all necessary documents related to the purchase of the property. Finally, that City Council approve a Supplemental Budget Resolution appropriating funds for the purchase of the property.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The unimproved property located at 605 West Intendencia, which lies within the footprint of Corinne Jones Stormwater Park is currently listed for sale with Seville Square Realty for \$199,900. Approximate acreage of the parcel is 0.0900, the parcel is zoned C-3 and adjacent parcels are city-owned. To facilitate the purchase of the property, a fair market value appraisal performed by an independent MAI certified appraiser was obtained reconciling an overall value of \$120,244.

City Council authorized the Mayor to pursue the acquisition of the property which resulted in a sales price of \$121,091.70 and the buyer paying closing costs except for deed documentary stamp fee and realtor commission. Acquisition of this parcel will increase public access and recreational opportunities within the park. Previous attempts to purchase this parcel were met with negative results.

PRIOR ACTION:

September 13, 2018 - City Council authorized the Mayor to pursue the acquisition of property located at 605 W Intendencia, which lies within the footprint of Corinne Jones Park and authorized a property appraisal be done on this property.

FUNDING:

Budget: \$ 122,000.00

Actual: \$ 121,091.70 Land Purchase
324.45 Estimated Closing Costs
450.00 Appraisal Fee
\$ 121,866.15 Total Estimated Cost

FINANCIAL IMPACT:

Approval of the Supplemental Budget Resolution will appropriate funds in the CRA Series 2017 Project Fund for the purchase of the property.

CITY ATTORNEY REVIEW: Yes

10/26/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Rebecca Ferguson, Economic Policy Coordinator

ATTACHMENTS:

- 1) 605 W INTENDENCIA - Land Contract
- 2) 605 W INTENDENCIA - Appraisal
- 3) 605 W INTENDENCIA - Map
- 4) 605 W INTENDENCIA - Parcel record
- 5) Supplemental Budget Resolution
- 6) Supplemental Budget Explanation

PRESENTATION: No

Vacant Land Contract

- 1* **1. Sale and Purchase:** _____ RANDALL A. SEAWARD ("Seller")
2* and _____ CITY OF PENSACOLA ("Buyer")
3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5* Address: _____ 605 W INTENDENCIA, PENSACOLA, ESCAMBIA COUNTY, FLORIDA
6* Legal Description: _____ LT 36 DONL NO BLK 41 DONELSON AND 19TH ARPENT OR 5567 P 78 SEC 43/44 T2S
7 _____
8 _____
9 _____
10 _____
11* SEC 00/TWP 0S/RNG 00 of Escambia County, Florida. Real Property ID No.: _____ 000S009070036041
12* including all improvements existing on the Property and the following additional property: not applicable
13 _____
- 14* **2. Purchase Price:** (U.S. currency) \$ 121,091.70
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16* Escrow Agent's Name: _____ Beggs & Lane
17* Escrow Agent's Contact Person: _____ John P. Daniel, Esquire
18* Escrow Agent's Address: _____ 501 Commendencia Street Pensacola, Florida 32502
19* Escrow Agent's Phone: _____ (850) 432-2451
20* Escrow Agent's Email: _____ jpd@beggslane.com; kcj@beggslane.com
- 21 **(a) Initial deposit (\$0 if left blank) (Check if applicable)**
22* ☐ accompanies offer
23* ☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)
24* after Effective Date \$ _____
- 25 **(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)**
26* ☐ within _____ days (10 days if left blank) after Effective Date
27* ☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period \$ _____
- 28* **(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) \$ _____**
29* **(d) Other: \$ _____**
- 30 **(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)**
31* to be paid at closing by wire transfer or other Collected funds \$ 121,091.70
- 32* **(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The**
33* **unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____**
34* **prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a**
35* **calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in**
36* **accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the**
37* **calculation: _____**
- 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
39* delivered to all parties on or before November 15, 2018, this offer will be withdrawn and Buyer's deposit, if
40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
41 delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer**
42 **has signed or initialed and delivered this offer or the final counter offer.**
- 43* **4. Closing Date:** This transaction will close on December 14, 2018 ("Closing Date"), unless specifically
44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
50 other items.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 1 of 7 pages.
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51 **5. Financing: (Check as applicable)**

52* (a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

53* (b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
54* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
55* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
56* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
57* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
58* Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
59* returned.

60* (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
61* or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an
62* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
63* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
64* informed of the loan application status and progress and authorizes the lender or mortgage broker to
65* disclose all such information to **Seller** and Broker.

66* (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to
67* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
68* follows: _____

69* The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
70* forms generally accepted in the county where the Property is located; will provide for a late payment fee
71* and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
72* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
73* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
74* keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
75* to obtain credit, employment, and other necessary information to determine creditworthiness for the
76* financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
77* **Seller** will make the loan.

78* (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

79* _____
80* LN# _____ in the approximate amount of \$ _____ currently payable at
81* \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a
82* ☐ fixed ☐ other (describe) _____
83* interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the
84* mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
85* purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
86* the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
87* failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
88* **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

89* **6. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this
90* contract, ☒ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

91* **7. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty
92* deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements,
93* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
94* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
95* other matters to which title will be subject) _____,
96* provided there exists at closing no violation of the foregoing.

97* (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
98* pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
99* **Seller** will deliver to **Buyer**, at

100* (**Check one**) ☐ **Seller's** ☒ **Buyer's** expense and

101* (**Check one**) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date,

102* (**Check one**)

103* (1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
104* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
105* amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
106* paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
107* **Buyer** within 15 days after Effective Date.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 7 pages.

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(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☐ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☒ **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) Flood Zone: **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 7)

Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 7)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☒ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

16. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

17. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

18. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

19. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

20. Brokers: The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

(a) _____ SEVILLE SQUARE REALTY, LLC (Seller's Broker)
will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☒ a listing agreement ☐ other (specify): _____

(b) _____ SEVILLE SQUARE REALTY, LLC (Buyer's Broker)
will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties ☐ **Seller's** Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): _____

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 6 of 7 pages.
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327* **21. Additional Terms:** THIS IS A CASH SALE. THIS PURCHASE IS SUBJECT TO APPROVAL BY THE CITY
328 COUNCIL AT ITS MEETING ON NOVEMBER 8, 2018. BUYER TO CLOSE ON PROPERTY AS SOON AS
329 POSSIBLE AFTER THAT COUNCIL APPROVAL. BUYER TO PAY ALL CLOSING COSTS. SELLER TO PAY NO
330 CLOSING COSTS OTHER THAN REAL ESTATE PROFESSIONAL FEE. THIS IS AN "AS IS" SALE. SELLER
331 TO PAY DEED DOCUMENTARY STAMPS.
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343 **COUNTER-OFFER/REJECTION**

344* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
345 deliver a copy of the acceptance to Seller).
346* ☐ Seller rejects Buyer's offer

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
348 **signing.**

349* **Buyer:** _____ Date: _____

350* Print name: _____ CITY OF PENSACOLA

351* **Buyer:** _____ Date: _____

352* Print name: _____

353 **Buyer's address for purpose of notice:**

354* Address: _____ 222 W. MAIN ST., PENSACOLA, FL 32502

355* Phone: _____ 850-436-5555 Fax: _____ Email: _____ rferguson@cityofpensacola.com

356* **Seller:** _____ Date: _____

357* Print name: _____ RANDALL SEAWARD

358* **Seller:** _____ Date: _____

359* Print name: _____

360 **Seller's address for purpose of notice:**

361* Address: _____ 308 E. GOVERNMENT ST., PENSACOLA, FL 32502

362* Phone: _____ 8507124742 Fax: _____ 8504339772 Email: _____ cayoungrealtor@aol.com

363* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
364 **final offer or counter offer.)**

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Borrower	Randall A. Seaward/Owner				File No.	TF18119L-E			
Property Address	605 W INTENDENCIA ST								
City	PENSACOLA		County	Escambia		State	FL	Zip Code	32502
Lender/Client	City of Pensacola								

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Fruitticher-Lowery Appraisal Group

LAND APPRAISAL REPORT

Appraisal Report

File No. TF18119L-E

SUBJECT	Borrower Randall A. Seaward/Owner		Census Tract 0001.00		Map Reference 37860					
	Property Address 605 W INTENDENCIA ST									
	City PENSACOLA		County Escambia		State FL Zip Code 32502					
	Legal Description LT 36 DONL NO BLK 41 DONELSON AND 19TH ARPENT OR 5567 P 78 SEC 43/44 T2S R 30 CA 97									
	Sale Price \$		Date of Sale		Loan Term yrs. Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD					
NEIGHBORHOOD	Actual Real Estate Taxes \$ 308.71		(yr)		Loan charges to be paid by seller \$ 0 Other sales concessions 0					
	Lender/Client City of Pensacola		Address 222 West Main Street, Pensacola, FI 32502							
	Occupant Randall A. Seaward/C		Appraiser Tom Fruitticher , MAI		Instructions to Appraiser Appraise Current Market Value Fee Simple Int.					
	Location <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural		Good Avg. Fair Poor							
	Built Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25%		Employment Stability <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							
	Growth Rate <input type="checkbox"/> Fully Dev. <input checked="" type="checkbox"/> Rapid <input type="checkbox"/> Steady <input type="checkbox"/> Slow		Convenience to Employment <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							
	Property Values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining		Convenience to Shopping <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							
	Demand/Supply <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Oversupply		Convenience to Schools <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							
	Marketing Time <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos.		Adequacy of Public Transportation <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							
	Present 75 % One-Unit 3 % 2-4 Unit 5 % Apts. 2 % Condo 10 % Commercial		Recreational Facilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							
	Land Use 1 % Industrial 4 % Vacant %		Adequacy of Utilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							
	Change in Present <input type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input checked="" type="checkbox"/> Taking Place (*)		Property Compatibility <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							
	Land Use (*) From Vacant Land To Improved Residential		Protection from Detrimental Conditions <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							
	Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant 0-3 % Vacant		Police and Fire Protection <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							
	One-Unit Price Range \$ 21,500 to \$ 2,625,000 Predominant Value \$ 161,950		General Appearance of Properties <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							
One-Unit Age Range 1 yrs. to 100+ yrs. Predominant Age 75 yrs.		Appeal to Market <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>								
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The subject neighborhood is considered to be the 32502 zip code area, which is the downtown area of Pensacola. This area is in strong demand for single family homes and commercial properties due to the walkable nature of the downtown area and the convenience to area shops, restaurants, bars and entertainment venues.										
SITE	Dimensions 30 x 127		= 3,810 sf SF		<input type="checkbox"/> Corner Lot					
	Zoning Classification C-3, Commercial		Present Improvements <input checked="" type="checkbox"/> Do <input type="checkbox"/> Do Not Conform to Zoning Regulations							
	Highest and Best Use <input type="checkbox"/> Present Use <input checked="" type="checkbox"/> Other (specify) Improved Commercial, Residential or Mixed Use									
	Public Other (Describe)		Topo Level							
	Elec. <input checked="" type="checkbox"/>		Size Small (Size is Based on County Information)							
	Gas <input checked="" type="checkbox"/>		Shape Rectangular with good utility							
	Water <input checked="" type="checkbox"/>		View Park & Limited Bay Views							
	San. Sewer <input checked="" type="checkbox"/>		Drainage Adequate							
	<input type="checkbox"/> Underground Elect. & Tel.		Is the property located in a FEMA Special Flood Hazard Area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
	Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) No adverse conditions were noted.									
MARKET DATA ANALYSIS	The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.									
	ITEM		SUBJECT PROPERTY		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Address 605 W INTENDENCIA ST		S 9th Ave		120 W GOVERNMENT ST		89 S 9TH AVE			
	PENSACOLA, FL 32502		Pensacola, FL 32502		PENSACOLA, FL 32502		PENSACOLA, FL 32502			
	Proximity to Subject		1.21 MILES E		0.48 MILES E		1.23 MILES E			
	Sales Price		\$		\$ 240,000		\$ 720,000		\$ 110,000	
	Price \$/Sq. Ft.		\$ 44.56/SF		\$ 20.83/SF		\$ 25.43/SF		\$ 31.56/SF	
	Data Source(s)		County Information		CMLS #2276635		CMLS #2257106		CMLS #2237309	
	ITEM		DESCRIPTION		DESCRIPTION +(-) \$ Adjust.		DESCRIPTION +(-) \$ Adjust.		DESCRIPTION +(-) \$ Adjust.	
	Date of Sale/Time Adj.				9/18/2018		1/5/2018		7/6/2017	
	Location		Downtown Pens.		Downtown Pens.		Downtown Pens.		Downtown Pens.	
	Site/View		3,810 sf SF		11,520SF/Park/Bay +10.73/SF		28,314 SF/Int. +10.73/SF		3,485 SF/Park/Bay	
	Zoning		C-3		HC-1		C2-A		GRD-1	
	Topography		Level		Level		Level		Level	
	Shape		Rect./Gd Utility		Rect./Gd Utility		Irregular/Gd Utility		Rect./Gd Utility	
	Improvements		None		None		Parking Lot -4.60/SF		None	
	Sales or Financing		0		0		0		0	
	Concessions		0		0		0		0	
	Net Adj. (Total)				<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 10.73/SF		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 6.13/SF		<input type="checkbox"/> + <input type="checkbox"/> - \$	
	Indicated Value of Subject				Net 0.0 %		Net 0.0 %		Net 0.0 %	
				Gross 0.0 % \$ 31.56/SF		Gross 0.0 % \$ 31.56/SF		Gross 0.0 % \$ 31.56/SF		
Comments on Market Data All of the sales are located within close proximity to the subject property, offer similar utility and include no wetlands. Sale 3 is the best indicator of value as it is most similar in size to the subject and offers park views and limited Bay views. Sale 1 offers similar views but is a larger parcel and typically larger parcels command lower values/SF. A comparison of sale 1 to sale 2 indicates an upward*										
RECONCILIATION	Comments and Conditions of Appraisal *\$10.73/SF adjustment is necessary, which was also applied to sale 2. Sale 2 included a parking lot that appears to have affected the value. In comparison to sale 1, sale 2 was adjusted down \$4.60/SF for the parking lot, which would also take into consideration its frontage along two streets. No other adjustments were necessary.									
	Final Reconciliation As sales 3 is most similar to the subject for size, shape and view, it is given most weight to indicate an applicable value of \$31.56/SF. Applying this to the subject land area of 3,810 SF indicates an overall value of \$120,244, which can be rounded to \$120,000.									
	I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF 10/2/2018 TO BE \$ 120,000									
	Appraiser Tom Fruitticher , MAI					Supervisory Appraiser (if applicable)				
	Date of Signature and Report 10/02/2018					Date of Signature				
Title State-Certified General Real Estate Appraiser					Title					
State Certification # St.Cert.Gen.REA #0002029 ST FL					State Certification # ST					
Or State License # ST					Or State License # ST					
Expiration Date of State Certification or License 11/30/2018					Expiration Date of State Certification or License					
Date of Inspection (if applicable)					<input type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect Property Date of Inspection					

Subject Photo Page

Borrower	Randall A. Seaward/Owner				
Property Address	605 W INTENDENCIA ST				
City	PENSACOLA	County	Escambia	State	FL Zip Code 32502
Lender/Client	City of Pensacola				



Subject Front

605 W INTENDENCIA ST
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Downtown Pens.
View 3,810 sf SF
Site
Quality
Age



Subject & Park to the West

Looking West



Park to the East

Comparable Photo Page					
Borrower	Randall A. Seaward/Owner				
Property Address	605 W INTENDENCIA ST				
City	PENSACOLA	County	Escambia	State	FL Zip Code 32502
Lender/Client	City of Pensacola				



Comparable 1

S 9th Ave
Prox. to Subject 1.21 MILES E
Sales Price 240,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Downtown Pens.
View 11,520SF/Park/Bay
Site
Quality
Age



Comparable 2

120 W GOVERNMENT ST
Prox. to Subject 0.48 MILES E
Sales Price 720,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Downtown Pens.
View 28,314 SF/Int.
Site
Quality
Age

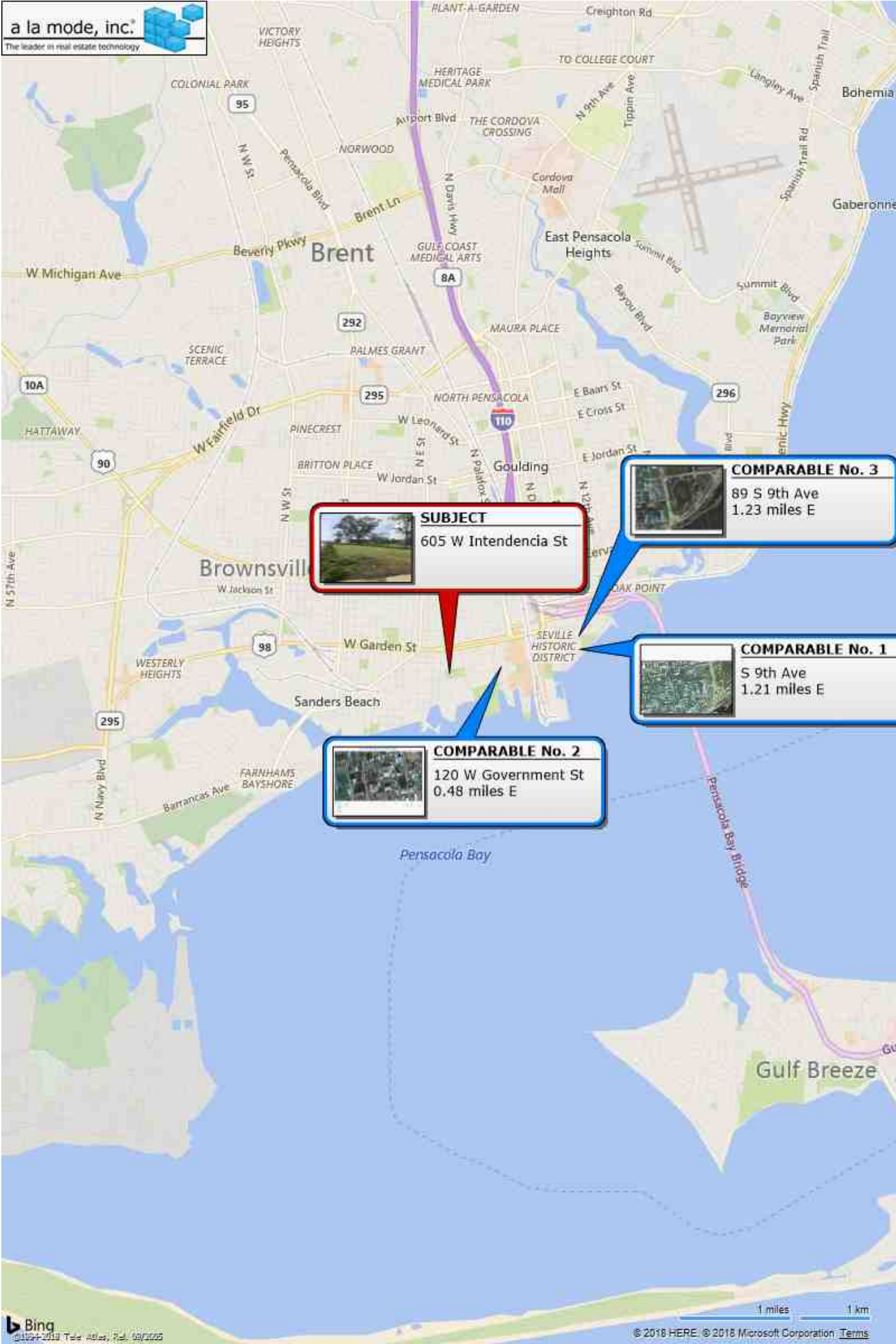


Comparable 3

89 S 9TH AVE
Prox. to Subject 1.23 MILES E
Sales Price 110,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Downtown Pens.
View 3,485 SF/Park/Bay
Site
Quality
Age

Location Map

Borrower	Randall A. Seaward/Owner				
Property Address	605 W INTENDENCIA ST				
City	PENSACOLA	County	Escambia	State	FL
Lender/Client	City of Pensacola	Zip Code	32502		



Subject Tax Plat

Borrower	Randall A. Seaward/Owner					
Property Address	605 W INTENDENCIA ST					
City	PENSACOLA	County	Escambia	State	FL	Zip Code 32502
Lender/Client	City of Pensacola					



Subject Aerial

Borrower	Randall A. Seaward/Owner				
Property Address	605 W INTENDENCIA ST				
City	PENSACOLA	County	Escambia	State	FL Zip Code 32502
Lender/Client	City of Pensacola				



DEFINITION OF MARKET VALUE: 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, 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: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (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. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

- 1. The statements of fact contained in this report are true and correct.
- 2. 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.
- 3. Unless otherwise indicated, 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.
- 4. Unless otherwise indicated, 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.
- 5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. 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.
- 8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- 9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
- 10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
- 11. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.
- 12. As of the date of this report, I have completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.

Policy Statement of the Appraisal Institute

- 1.It is improper to base a conclusion or opinion of value upon the premise that the racial, ethnic or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.
- 2.Racial, religious, and ethnic factors are deemed unreliable predictors of value trends or price variance.
- 3.It is improper to base a conclusion or opinion of value or a conclusion with respect to neighborhood trends upon stereotyped or biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

ADDRESS OF PROPERTY ANALYZED: 605 W INTENDENCIA ST, PENSACOLA, FL 32502

APPRAISER:

Signature: 
Name: Tom Fruitticher , MAI
Title: State-Certified General Real Estate Appraiser
State Certification #: St.Cert.Gen.REA #0002029
or State License #:
State: FL Expiration Date of Certification or License: 11/30/2018
Date Signed: 10/02/2018

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
Name: _____
Title: _____
State Certification #: _____
or State License #: _____
State: _____ Expiration Date of Certification or License: _____
Date Signed: _____
☐ Did ☐ Did Not Inspect Property

USPAP Compliance Addendum

Loan #
File # TF18119L-E

Borrower	Randall A. Seaward/Owner				
Property Address	605 W INTENDENCIA ST				
City	PENSACOLA	County	Escambia	State	FL Zip Code 32502
Lender/Client	City of Pensacola				

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

☒ Appraisal Report

This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).

☐ Restricted Appraisal Report

This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) 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 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.

My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

☒ I have NOT performed 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 HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

☐ I have NOT made a personal inspection of the property that is the subject of this report.

☒ I HAVE made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements: Subject History: The subject property has been under its current ownership in excess of the previous three years. The subject is currently listed for sale for \$199,900 per MLS #538213, which is considered to be a higher than market list price. The comparable sales had no other sales in the previous 3 years.

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY


☒ A reasonable marketing time for the subject property is 160 day(s) utilizing market conditions pertinent to the appraisal assignment.

☒ A reasonable exposure time for the subject property is 160 day(s).

APPRAISER

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature



Name

Tom Fruitticher , MAI

Date of Signature

10/02/2018

State Certification #

St.Cert.Gen.REA #0002029

or State License #

State

FL

Expiration Date of Certification or License

11/30/2018

Effective Date of Appraisal

10/2/2018

Signature

Name

Date of Signature

State Certification #

or State License #

State

Expiration Date of Certification or License

Supervisory Appraiser Inspection of Subject Property

☐ Did Not

☐ Exterior-only from Street

☐ Interior and Exterior

USPAP Compliance Addendum 2014

Page 1 of 1

Form ID14EC - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

605 W INTENDENCIA ST

SDONEISON ST

W INTENDENCIA ST

SCOTLE ST

CLUBBS ST

W GOVERNMENT ST

PARCEL OWNER

- CARPENTER INC
- PENSACOLA CITY OF
- SCHOOL BOARD VACANT LAND
- SEAWARD RANDALL A
- SOUTHEASTERN CONSTRUCTION INC
- SOUTHERN REFRIGERATION OF PENSACOLA INC

0 85 170 Feet

Date: 10/26/2018



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

L:\GIS\Map_Archive\s\EconomicDev\605WIntendenciaSt\605WIntendenciaSt.mxd

PENSACOLA



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[← Navigate Mode](#) ☒ [Account](#) ☐ [Reference](#) [→](#)
[Printer Friendly Version](#)


General Information		Assessments				
Reference:	000S009070036041	Year	Land	Imprv	Total	Cap Val
Account:	152164000	2018	\$35,280	\$0	\$35,280	\$14,868
Owners:	SEAWARD RANDALL A	2017	\$23,520	\$0	\$23,520	\$13,517
Mail:	106 SWANNANOVA AVE BLACK MTN, NC 28711-2739	2016	\$15,680	\$0	\$15,680	\$12,289
Situs:	605 W INTENDENCIA ST 32502	Disclaimer				
Use Code:	VACANT COMMERCIAL	Tax Estimator				
Taxing Authority:	PENSACOLA CITY LIMITS	> File for New Homestead Exemption Online				
Tax Inquiry:	Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector					

Sales Data		MLS Listing #538213		2018 Certified Roll Exemptions	
Sale Date	Book Page	Value	Type	Official Records (New Window)	None
01/2005	5567 78	\$10,000	WD	View Instr	
11/1998	4336 1870	\$2,200	TD	View Instr	
09/1990	2913 797	\$3,000	QC	View Instr	
11/1983	1835 296	\$5,900	WD	View Instr	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller				Legal Description	None
				LT 36 DONL NO BLK 41 DONELSON AND 19TH ARPENT OR 5567 P 78 SEC 43/44 T2S R 30 CA 97	
				Extra Features	None

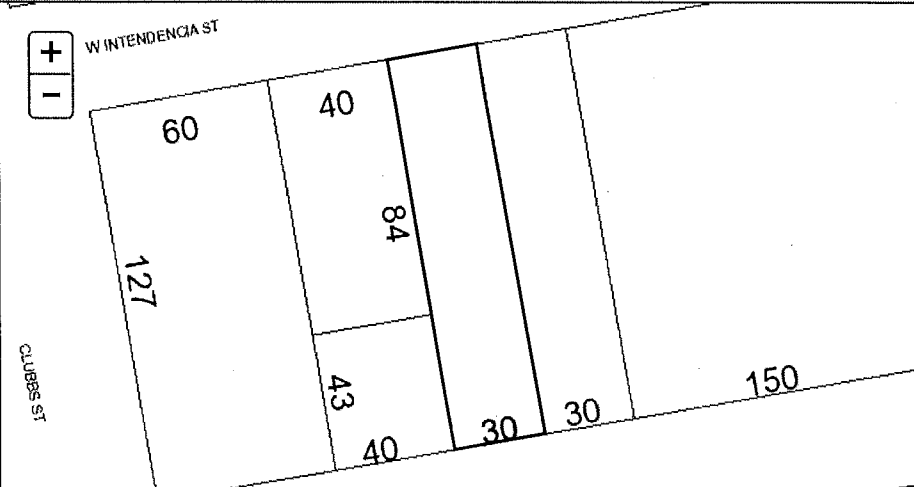
Parcel Information


Section Map Id:
CA097

Approx. Acreage:
0.0900

Zoned: 
C-3

Evacuation & Flood Information
[Open Report](#)





[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Launch Interactive Map

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

**RESOLUTION
NO. 18-54**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. CRA SERIES 2017 PROJECT FUND

	Fund Balance	82,000
To:	Interest Income	40,000
As Reads	Capital Outlay	11,846,658
To:		
Reads	Capital Outlay	11,968,658

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

NOVEMBER 2018 - SUPPLEMENTAL BUDGET RESOLUTION - 605 W. INTENDENCIA ST. - RES NO. 18-54

FUND	ACCOUNT NUMBER	AMOUNT	DESCRIPTION
CRA SERIES 2017 PROJECT FUND	314		
Estimated Revenues			
Interest Income	594-361103	40,000	Appropriate estimated revenue from Interest Income
Total Revenues		<u>40,000</u>	
Fund Balance		<u>82,000</u>	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance		<u><u>122,000</u></u>	
Appropriations			
Capital Outlay	314106-9661-105304	<u>122,000</u>	Increase appropriation for Capital Outlay
Total Appropriations		<u><u>122,000</u></u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-54

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 18-54 - 605 WEST INTENDENCIA

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 18-54.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The unimproved property located at 605 West Intendencia, which lies within the footprint of Corinne Jones Stormwater Park is currently listed for sale with Seville Square Realty for \$199,900. Approximate acreage of the parcel is 0.0900, the parcel is zoned C-3 and adjacent parcels are city-owned. To facilitate the purchase of the property, a fair market value appraisal performed by an independent MAI certified appraiser was obtained reconciling an overall value of \$120,244.

City Council authorized the Mayor to pursue the acquisition of the property which resulted in a sales price of \$121,091.70 and the buyer paying closing costs except for deed documentary stamp fee and realtor commission. Acquisition of this parcel will increase public access and recreational opportunities within the park. Previous attempts to purchase this parcel were met with negative results.

PRIOR ACTION:

September 13, 2018 - City Council authorized the Mayor to pursue the acquisition of property located at 605 W Intendencia, which lies within the footprint of Corinne Jones Park and authorized a property appraisal be done on this property.

FUNDING:

Budget: \$ 122,000.00

Actual: \$ 121,091.70 Land Purchase
 324.45 Estimated Closing Costs
 450.00 Appraisal Fee
 \$ 121,866.15 Total Estimated Cost

FINANCIAL IMPACT:

Approval of the Supplemental Budget Resolution will appropriate funds in the CRA Series 2017 Project Fund for the purchase of the property.

CITY ATTORNEY REVIEW: Yes

10/26/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Rebecca Ferguson, Economic Policy Coordinator

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 18-54
- 2) Supplemental Budget Explanation No. 18-54

PRESENTATION: No

**RESOLUTION
NO. 18-54**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. CRA SERIES 2017 PROJECT FUND

	Fund Balance	82,000
To:	Interest Income	40,000
As Reads	Capital Outlay	11,846,658
To:		
Reads	Capital Outlay	11,968,658

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

NOVEMBER 2018 - SUPPLEMENTAL BUDGET RESOLUTION - 605 W. INTENDENCIA ST. - RES NO. 18-54

FUND	ACCOUNT NUMBER	AMOUNT	DESCRIPTION
CRA SERIES 2017 PROJECT FUND	314		
Estimated Revenues			
Interest Income	594-361103	40,000	Appropriate estimated revenue from Interest Income
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Fund Balance		<u>82,000</u>	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance		<u><u>122,000</u></u>	
Appropriations			
Capital Outlay	314106-9661-105304	<u>122,000</u>	Increase appropriation for Capital Outlay
Total Appropriations		<u><u>122,000</u></u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00329

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

LAND EXCHANGE AGREEMENT - PENSACOLA SOCCER COMPLEX

RECOMMENDATION:

That City Council authorize a land exchange of a portion of city-owned real property located at 2130 Summit Boulevard, parcel reference number 331S307103000000, account number 033540010 with improved real property owned by the Young Men's Christian Association of Northwest Florida, Inc. located at 3215 Langley Avenue, parcel reference number 131S292102000001, account number 012324010 to further the development of a soccer complex. Further that City Council declare the city-owned property surplus and deem such exchange a valid municipal purpose. Finally, that City Council authorize the Mayor to take all action necessary for the exchange of the properties including but not limited to obtaining an appraisal, dividing and a survey of the properties.

HEARING REQUIRED: No Hearing Required

SUMMARY:

To facilitate the potential development of a Pensacola Soccer Complex and to better accommodate significant anticipated growth of the youth sports soccer program, City staff approached the Young Men's Christian Association of Northwest Florida, Inc. located at 3215 Langley Avenue to determine their interest in pursuing a land exchange. The City received a letter from the Young Men's Christian Association of Northwest Florida, Inc. indicating their interest to explore efforts to better address community needs through this land exchange.

Current available city-owned property cannot accommodate the field space needed for three soccer fields. Regulation soccer fields are built to a standard of 120 yards x 70 yards. Acquisition of the Langley property will advance the goal of developing a soccer complex that accommodates future growth. A replacement dog park can also be accommodated at the Roger Scott Complex. Property owners within a 300 ft radius have been notified in accordance with the disposition policy for city-owned properties.

PRIOR ACTION:

September 20, 2017 - City Council approved the FY 2018 Budget which included \$500,000 of LOST IV funds to facilitate a soccer complex at Mallory Heights Park #2 (Goya).

September 19, 2018 - City Council approved the FY 2019 Budget which included \$700,000 of LOST IV funds to facilitate a soccer complex at Mallory Heights Park #2 (Goya).

FUNDING:

N/A

FINANCIAL IMPACT:

Funding in the amount of \$1.2 million has been appropriated in the Local Option Sales Tax Fund in order to provide a soccer complex. There are sufficient funds to pay for costs associated with the exchange of property such as surveys, appraisals, fees and closing costs.

CITY ATTORNEY REVIEW: Yes

10/26/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Brian Cooper, Parks and Recreation
Rebecca Ferguson, Economic Policy Coordinator

ATTACHMENTS:

- 1) 2130 Summit - Letter of Interest
- 2) 2130 Summit - Property record
- 3) 3215 Langley - Property record
- 4) 2130 Summit - Map
- 5) 3215 Langley - Map

PRESENTATION: Yes



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

September 24, 2018

The YMCA of Northwest Florida has been approached by the city to acquire property on Langley Ave, in a possible land exchange. We believe that the City and the YMCA share many of the same goals with respect to strengthening the community, improving quality of life, developing programs that improve community health, and providing youth programs. The YMCA is open and willing to explore efforts to better address community needs, including a land exchange.

Sincerely,

Michael Bodenhausen
CEO
YMCA of Northwest Florida

YMCA OF NORTHWEST FLORIDA

ADMINISTRATION
P.O. Box 13170
Pensacola, FL 32591
850 432 8327
FAX 850 465 9924

BEAR | LEVIN | STUDER
165 E. Intendencia St.
Pensacola, FL 32502
850 438 4406
FAX 850 465 9924

NORTHEAST
3215 Langley Ave.
Pensacola, FL 32504
850 478 1222
FAX 850 478 7255

BETTY J. PULLUM
2379 Pawnee Dr.
Navarre, FL 32566
850 936 0049
FAX 850 939 7447

www.ymcanwfl.org




Chris Jones

Escambia County Property Appraiser

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[Tangible Property Search](#)
[Sale List](#)

[←](#) Navigate Mode
 ☒ Account
 ☐ Reference
 [→](#)

[Printer Friendly Version](#)

General Information		Assessments				
Reference:	331S307103000000	Year	Land	Imprv	Total	Cap Val
Account:	033540010	2018	\$1,150,000	\$1,588,417	\$2,738,417	\$2,738,417
Owners:	PENSACOLA CITY OF	2017	\$1,150,000	\$1,554,371	\$2,704,371	\$2,704,371
Mail:	PO BOX 12910	2016	\$1,150,000	\$1,551,629	\$2,701,629	\$2,701,629
	PENSACOLA, FL 32521					
Situs:	2130 SUMMIT BLVD 32504					
Use Code:	FOREST, PARK, REC. 	Disclaimer				
Taxing Authority:	PENSACOLA CITY LIMITS	<u>Tax Estimator</u>				
Tax Inquiry:	Open Tax Inquiry Window	> <u>File for New Homestead Exemption Online</u>				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector.						

Sales Data						2018 Certified Roll Exemptions MUNICIPAL OWNED	
Sale Date Book Page Value Type Official Records (New Window)						Legal Description	
05/1995 3778 434 \$350,000 WD View Instr						BEG AT INTER OF E LI OF SEC AND NLY R/W LI OF SUMMIT BLVD (100 FT R/W) CORDOVA PARK UNIT NO 4 PB 3 P 100 FOR POB...	
01/1969 443 373 \$15,000 WD View Instr						Extra Features	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						ASPHALT PAVEMENT BLOCK/BRICK BUILDING CHAINLINK FENCE METAL BUILDING PAVILION POOL TENNIS COURT UTILITY BLDG WADING POOL	

Parcel Information

Section Map Id: 17-1S-29

Approx. Acreage: 5.0000

Zoned: CONSULT ZONING AUTHORITY

Evacuation & Flood Information
[Open Report](#)

[View Florida Department of Environmental Protection \(DEP\) Data](#)

[Launch Interactive Map](#)

Buildings

Address: 2130 SUMMIT BLVD, Year Built: 1970, Effective Year: 1970

Structural Elements
DECOR/MILLWORK-AVERAGE

DWELLING UNITS-0
EXTERIOR WALL-SIDING-SHT.AVG.
FLOOR COVER-VINYL/CORK
FOUNDATION-SLAB ON GRADE
HEAT/AIR-UNIT HEATERS
INTERIOR WALL-PANEL-PLYWOOD
NO. PLUMBING FIXTURES-8
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-HIP
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

Areas - 784 Total SF
BASE AREA - 784

Year Built: 1997, Effective Year: 1997

Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-METAL-PRE.FIN.
EXTERIOR WALL-CB DECORATIVE
FLOOR COVER-HARDWOOD/PARQUET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
INTERIOR WALL-EXPOSED BLK/BRK
NO. PLUMBING FIXTURES-20
NO. STORIES-1
ROOF COVER-METAL/MODULAR
ROOF FRAMING-STEEL TRUSS/FRM
STORY HEIGHT-30
STRUCTURAL FRAME-MASONRY
PIL/STL

Areas - 21104 Total SF
BASE AREA - 20763
OPEN PORCH FIN - 341

Address:2030 SUMMIT BLVD, Year Built: 1970, Effective Year: 1970

Structural Elements

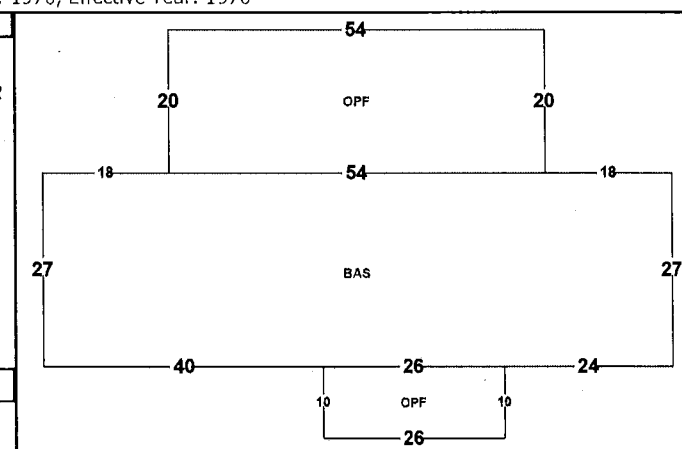
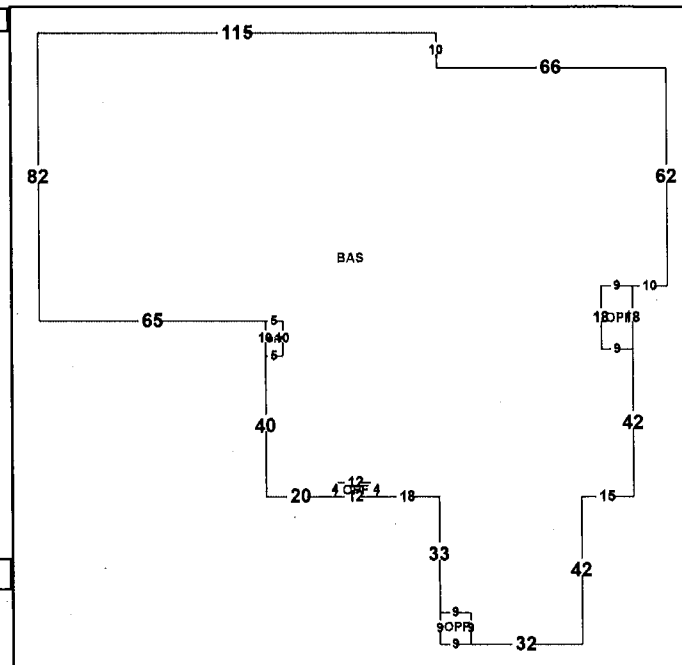
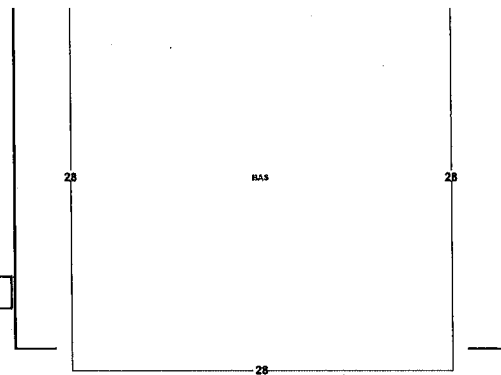
DECOR/MILLWORK-AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-BRICK-FACE/VENEER
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-16
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-HIP
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

Areas - 3770 Total SF
BASE AREA - 2430
OPEN PORCH FIN - 1340

Year Built: 2002, Effective Year: 2002

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-SIDING-SHT.AVG.
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-EXPOSED BLK/BRK
NO. PLUMBING FIXTURES-8
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-HIP



STORY HEIGHT-14
STRUCTURAL FRAME-WOOD FRAME

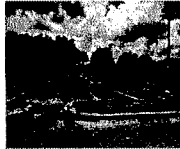
Areas - 476 Total SF
BASE AREA - 476

34

BAS

34

Images



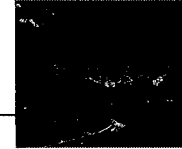
7/17/14



7/17/14



7/17/14



7/17/14

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:10/18/2018 (tc.37988)



Chris Jones

Escambia County Property Appraiser

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[Sale List](#)
[Amendment 1/Portability Calculations](#)

[←](#)
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[Account](#)
[Reference](#)
[→](#)

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General Information

Reference: 131S292102000001
Account: 012324010
Owners: YOUNG MENS CHRISTIAN ASSOCIATION OF NORTHWEST FLORIDA INC
Mail: P O BOX 13170
 PENSACOLA, FL 32591
Situs: 3215 LANGLEY AVE 32504
Use Code: CHARITABLE-FRATERNAL ORG. [P](#)
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	\$332,500	\$330,626	\$663,126	\$663,126
2017	\$332,500	\$321,553	\$654,053	\$654,053
2016	\$332,500	\$321,323	\$653,823	\$653,823

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)
[File for New Homestead Exemption Online](#)

Sales Data

Sale Date Book Page Value Type
Official Records (New Window)

None

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2018 Certified Roll Exemptions

FRATERNAL AND OTHER

Legal Description

BEG AT SW COR OF SEC 13 S 64 DEG 0 MIN E ALG S
 LT OF SEC 13 812 24/100 FT N 26 DEG 0 MIN E 501
 67/100 FT FOR POB S...

Extra Features

CHAINLINK FENCE
 POOL
 TENNIS COURT

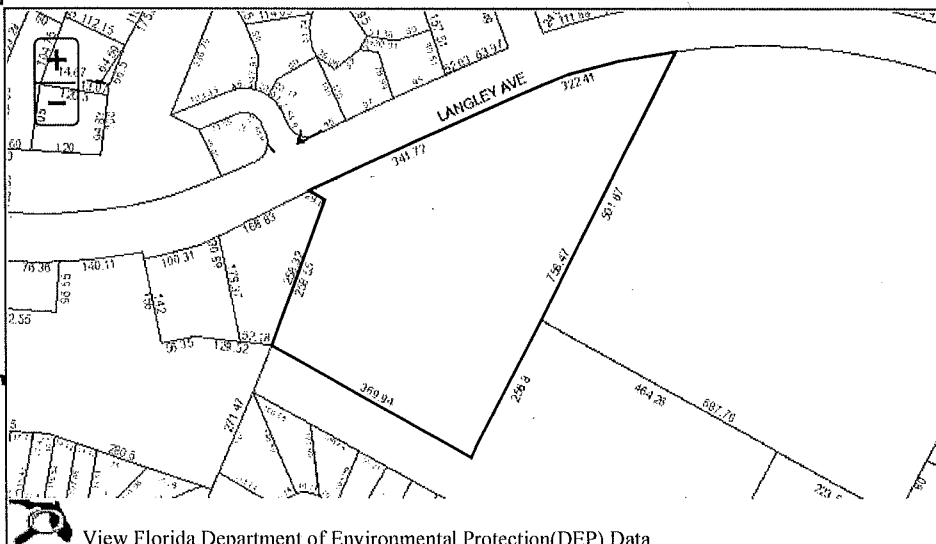
Parcel Information

Section Map Id:
 11-1S-29-2

Approx. Acreage:
 5.0000

Zoned: [P](#)
 CONSULT
 ZONING
 AUTHORITY

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

[Launch Interactive Map](#)

Buildings

Address: 3215 LANGLEY AVE, Year Built: 1965, Effective Year: 1965

Structural Elements

DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-0
 EXTERIOR WALL-CONCRETE BLOCK
 FLOOR COVER-CONCRETE-FINISH
 FOUNDATION-SLAB ON GRADE
 HEAT/AIR-UNIT HEATERS
 INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-12
NO. STORIES-1
ROOF COVER-BLT UP ON WOOD
ROOF FRAMING-FLAT/SHED
STORY HEIGHT-0
STRUCTURAL FRAME-MASONRY
PIL/STL

Areas - 1650 Total SF
BASE AREA - 1650

Year Built: 1987, Effective Year: 1987

Structural Elements

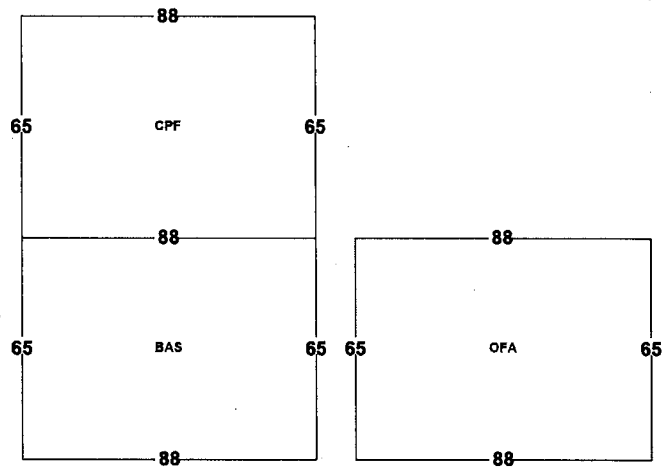
DECOR/MILLWORK-AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-CONCRETE BLOCK
EXTERIOR WALL-METAL-MODULAR
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-12
NO. STORIES-2
ROOF COVER-METAL/MODULAR
ROOF FRAMING-STEEL TRUSS/FRM
STORY HEIGHT-15
STRUCTURAL FRAME-RIGID FRAME

Areas - 17160 Total SF
BASE AREA - 5720
CARPORT FIN - 5720
OFFICE AVG - 5720

33

BAS

33



Images



4/22/15



4/22/15

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:08/13/2018 (tc.5505)



Approximate Proposed Exchange

0 187.5 375 Feet

Date: 10/29/2018



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

L:\GIS\Map_Archives\Parks\DogPark\RoughDimensions.mxd

PENSACOLA



 Approximate Proposed Exchange

0 187.5 375 Feet

Date: 10/29/2018

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

L:\GIS\Map_Archives\Parks\DogPark\Langleigh.mxd

PENSACOLA



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00391

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

CITY OF PENSACOLA HOMEBUYER INCENTIVE PROGRAM

RECOMMENDATION:

That City Council approve a modification to the City of Pensacola Homebuyer Incentive Program eligibility criteria to remove the essential services personnel requirement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In January 2017, City Council approved the establishment of the Housing Initiatives Fund to supplement existing and future adopted Housing Division program initiatives. Subsequent to establishment of this fund, the Housing Division created the City of Pensacola Housing Incentive Program (COPHIP) to offer homebuyer assistance for persons meeting the definition of essential services personnel, as presented in the Local Housing Assistance Plan, to purchase homes located within the City of Pensacola. The program was created to supplement the existing First Time Homebuyer program adopted as part of the Local Housing Assistance Plan for the State Housing Initiatives Partnership program.

Since the program was introduced in January 2018, there has been increased interest from potential program participants that do not meet the definition of essential services personnel. Removing the essential services personnel criteria will allow all City personnel to participate in the program, offer an economic development incentive to businesses desiring to locate in the area, and address interest expressed by other area residents in the program.

Seven families have successfully completed purchase transactions since the program began in January 2018. The homes have been purchased by one and two person households for an average sales price of \$135,343.

PRIOR ACTION:

January 12, 2017 - City Council approved establishing the Housing Initiatives Fund

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

CITY ATTORNEY REVIEW: Yes

10/12/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Marcie Whitaker, Housing Administrator

ATTACHMENTS:

- 1) City of Pensacola Homebuyer Incentive Program

PRESENTATION: No

CITY OF PENSACOLA HOMEBUYER INCENTIVE PROGRAM

BACKGROUND:

In support of Mayor Hayward's desire to provide homeownership opportunities for essential service personnel who wish to live within the City, the Housing Division proposes to offer a Homebuyer Incentive Program which will use funds realized from the sale of city-owned properties. The program will provide assistance to qualifying families with the purchase of an owner-occupied residence. It is intended this program will expand upon the existing home buyer assistance programs offered by the City and support current neighborhood revitalization activities.

PROGRAM:

Affordable housing is defined as housing that costs no more than 30% of a household's gross income. The City will provide funding to assist qualifying essential service personnel to purchase homes within the City limits. Essential service personnel, as defined by the Escambia/Pensacola 2017-2019 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP), includes individuals who are permanently employed by a company or organization located within the City of Pensacola, Escambia County, or the Town of Century in one of the following categories:

- Local or State Law Enforcement, Fire, Rescue, and Emergency Services, Public Safety and Emergency Management;
- Teachers, Educators, and School District personnel in the public, private, and university systems;
- Health Care Professionals and support personnel;
- Judicial/Court System management and support personnel;
- Tourism Industry professionals and employees; and
- Service Industry personnel (including child care, hospital, and food service).

The program will be offered to essential service personnel with household incomes up to 120% of area median income. The applicant's total household income will be considered to determine program eligibility. The following table provides income guidelines, adjusted for family size, which will be used to implement the program.

<u>Family Size</u>	<u>Moderate Income (120% AMI)</u>
1	\$50,160
2	\$57,240
3	\$64,440
4	\$71,520
5	\$77,280
6	\$83,040
7	\$88,800
8	\$94,440

The program income criteria will be updated annually in accordance with the income guidelines published by the U.S. Department of Housing and Urban Development.

The program will be offered in addition to the existing SHIP First Time Homebuyer and HOME Investment Partnerships Homebuyer (HOME) Programs; however, it will be limited to providing assistance for the purchase of an owner-occupied residence located within the City of Pensacola. The funds will be made available to support down payment and closing costs for the purchase of an existing or newly constructed home on a one-time basis to income qualifying applicants. The assistance will be tailored to the individual affordability and financing needs of the participating homebuyer. Permanent first mortgage financing (exceeding the City's Purchase Assistance), will be provided through financial institutions. The

homebuyer assistance will be provided to the buyer at the time of closing with a 0% Deferred Payment Loan secured with a mortgage and note. As presented in the following table, the loan term will be for five years and will be forgiven at 20% per year over the term of the mortgage assuming compliance with all program requirements. The sale, rental or transfer of ownership during the mortgage term shall be a default whereupon the City investment shall be repaid (repayment in full will be required for defaults within one year of purchase, and repayment of the undepreciated portion is required for default after the initial year). The sales price or value of an eligible housing unit may not exceed 90% of the median area purchase price established by the U.S. Treasury Department.

Homebuyer Assistance
Up to \$15,000

Affordability Period
5 Years

Assistance will be made available to qualified program applicants on “first-qualified, first served” basis after the advertisement of the program. Applicants will be pre-approved in accordance with the income and program guidelines adopted for the Homebuyer Incentive Program. Applicants must meet all financial institution (lender), local, state, and federal loan requirement guidelines and qualify for a first mortgage through a SHIP or HOME homebuyer programs participating first mortgage lender. The homebuyer eligibility determination will be performed by Housing Division staff in conjunction with participating local lenders. A waiting list will be maintained for this program and new applicants will be added to the list as funding permits.

PARTICIPATION REQUIREMENTS:

- Participation in the program is voluntary and requires that all the program requirements have been met and continue to be met for the duration of the mortgage period.
- Applicant must be income eligible.
- Applicant must meet the definition of essential service personnel as adopted in the Escambia/Pensacola LHAP.
- Applicant must have sufficient income and credit to obtain financing from a lender to support the first mortgage payment.
- Applicant must be purchasing an owner-occupied residence located within the Pensacola city limits.
- A certified home inspection of the property is required.
- Applicant must participate in a HUD certified homebuyer education class.
- Applicant must contribute a minimum of \$1,000 toward the purchase of the home (this amount can include documented expenses paid outside of closing).
- Buyer must attend a free foreclosure prevention class post-purchase offered by the Housing Division.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00415

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

TRANSFER OF FIVE FLAGS MEMORIAL PARK TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RECOMMENDATION:

That the City Council adopt a resolution authorizing the Mayor to execute a quitclaim deed transferring the Five Flags Memorial Park to the State of Florida Department of Transportation and to enter into an agreement with the State for appropriate replacement signage. Further that City Council declare the city-owned property surplus and deem such exchange a valid municipal purpose. Finally that City Council authorize the Mayor to take all action necessary for the exchange of the property.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As the construction of the replacement Pensacola Bay Bridge proceeds, it is necessary to transfer ownership of the Five Flags Memorial Park land to the State of Florida Department of Transportation in order for the State to begin construction of the landfall traffic flow. The State has agreed to erect appropriate signage to be approved by the City, identifying entry into the City of Pensacola from the new Bay Bridge.

PRIOR ACTION:

None

FUNDING:

None

FINANCIAL IMPACT:

The State of Florida Department of Transportation will incur all costs associated with this transfer and replacement signage.

CITY ATTORNEY REVIEW: Yes

10/30/2018

STAFF CONTACT:

Keith Wilkins, City Administrator

Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) Resolution No. 18-55
- 2) Agreement between the State of Florida Department of Transportation and the City of Pensacola
- 3) Quitclaim Deed
- 4) Donation of Property to the Florida Department of Transportation
- 5) Signage Commitment by Florida Department of Transportation
- 6) Use and Occupancy Agreement

PRESENTATION: No

RESOLUTION
NO: 18-55

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, FINDING AND DECLARING THE DESIRABILITY AND NECESSITY OF TRANSFERRING OWNERSHIP OF THE FIVE FLAGS MEMORIAL PARK TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF CONSTRUCTING IMPROVEMENTS RELATED TO THE REPLACEMENT OF THE THREE-MILE BRIDGE OVER PENSACOLA BAY, AND AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA, FLORIDA, TO EXECUTE A QUITCLAIM DEED TO SUCH PROPERTY TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND AN AGREEMENT PROVIDING FOR APPROPRIATE SIGNAGE IN CONNECTION THEREWITH, AND TO TAKE ALL OTHER ACTIONS NECESSARY RELATING TO THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation is in the process of constructing a replacement for the Pensacola Bay Bridge, including improvements to State Road No. 30, Financial Project No. 4093341 in Escambia County, Florida, and

WHEREAS, in order to accommodate and facilitate the construction project now underway, it is necessary, desirable and in the public interest for the City of Pensacola to transfer ownership of land known as the Five Flags Memorial Park to the State of Florida Department of Transportation, and

WHEREAS, the State of Florida Department of Transportation has proposed an agreement to replace the Five Flags Memorial with appropriate signage to be approved by the City of Pensacola, informing and welcoming the public into the City of Pensacola.

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

SECTION 1. That the City of Pensacola shall provide a quitclaim deed to the Five Flags Memorial Park to the State of Florida Department of Transportation and shall enter into an agreement with the State of Florida Department of Transportation for the replacement of the Five Flags Memorial with appropriate signage identifying entrance into the City of Pensacola.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and any agreements or documents related hereto.

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 Charter of the City of Pensacola, Florida.

Attest: _____
City Clerk

Adopted: _____

Approved: _____
President of City Council

AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF PENSACOLA

This Agreement is entered into by the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the "Department") and the CITY OF PENSACOLA, a municipal corporation authorized and existing under the laws of the State of Florida (the "City").

RECITALS

1. The Department has undertaken a project (FDOT Item/Segment No. 4093341) for the replacement of SR30 Pensacola Bay Bridge No. 480035 (the "Project").
2. After the beginning of construction, the Department determined to incorporate in the Project the design and construction of the 17th Avenue Interchange on the northern landing of the Pensacola Bay Bridge.
3. The Department requires additional right of way for the construction of the proposed Interchange.
4. Pursuant to section 337.25(1)(b), Florida Statutes, the Department may accept donations of any land, buildings, or other improvements, including personal property within such buildings or on such lands with or without such conditions, reservations, or reverter provisions as are acceptable to the Department. Such donations may be used as transportation rights-of-way or to secure or use transportation rights-of-way for existing, proposed, or anticipated transportation facilities on the State Highway System.
5. The City is the current owner of property ("Property") upon which the "Pensacola Florida – City of Five Flags" memorial ("Five Flags Memorial") is located, and which Property can be used as transportation right-of-way for anticipated transportation facilities associated with the 17th Avenue Interchange portion of the Project.
6. The City desires to donate the Property to the Department upon the condition, but not as any form of consideration but only as mitigation of impacts to the City and as a replacement, that the Five Flags Memorial be replaced with a sign by and at the sole expense of the Department.
7. The Department is authorized pursuant to Section 334.044, Florida Statutes, to enter into contracts and agreements, and pursuant to Section 337.25 to accept donations of land and other property for transportation rights of way.
8. The City is authorized to enter into this Agreement pursuant to the Resolution of its City Council attached hereto.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the Project and the Interchange, the parties agree to the following:

9. The recitals set forth in numbered paragraphs 1 through 8 above are true and correct and are deemed incorporated into this Agreement.
10. At, or within 15 days after, the execution of this Agreement by the City and the Department, the City shall convey to the Department a fee simple interest in the Property by deed in the form attached to this Agreement as Exhibit "A," and simultaneously therewith supply the Department with an executed Donation of Property to FDOT form in the form attached to this Agreement as Exhibit "B."
11. The replacement of the Five Flags Memorial with a sign will be performed pursuant to the provisions of Exhibit "C" attached to this Agreement. Simultaneously with the execution and delivery of Exhibits "A" and "B", the City will deliver a Use and Occupancy Agreement signed on the City's behalf and in the form attached to this Agreement as Exhibit "D".
12. The City makes the conveyance of the property interests referred to above as a negotiated donation of said property interests to the State of Florida for the use of the Department, and acknowledges and waives its rights to have such property interests appraised including therein the Five Flags Memorial, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation of the above referenced property, and to receive reimbursement for reasonable fees and costs.
13. The City hereby confirms that it complied with all applicable federal regulations when it acquired the Property.
14. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the City without the prior written consent of the Department. However, this Agreement shall run to the Department and its successors.
15. This Agreement is governed by and construed in accordance with the Laws of the State of Florida
16. The effective date of this Agreement shall be the latest date on which a party executes this Agreement.
17. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its behalf this ____ day of ____, 2018, by its Mayor, being authorized to enter into and execute same by action of the City Council meeting in regular session on the ____ day of ____, 2018, and the Department has executed this Agreement through its District Secretary for District III, Florida Department of Transportation on the date set forth below.

Item/Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

CITY COUNCIL

CITY OF PENSACOLA, FLORIDA

ATTEST: ERICKA BURNETT

CITY CLERK

BY: _____
Ashton Hayward, MAYOR

City Clerk

Approved as To Form:

CITY ATTORNEY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

ATTEST:

BY: _____
PHILLIP GAINER, P.E.
DISTRICT SECRETARY
1074 Highway 90
Chipley, FL 32428

EXECUTIVE SECRETARY (SEAL)

Date:

Legal Review:

OFFICE OF GENERAL COUNSEL

Item/Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

EXHIBIT "A"

Prepared under the direction of:
Office of the General Counsel
Cary Hawkins, Assistant General Counsel
Florida Department of Transportation
Post Office Box 607
Chipley, Florida 32428

COUNTY: Escambia
ITEM/SEGMENT NO.: 48100-2501
STATE ROAD: 30 (US 98)
PARCEL NO.: SRD12,19&21

QUITCLAIM DEED

THIS INDENTURE, made this _____ day of _____, 2018, by and between the **CITY OF PENSACOLA**, Florida, whose address is 222 West Main Street, Pensacola, Florida 32502, as the Party of the First Part and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, whose address is 1074 Hwy 90 East, Chipley, Florida 32428, Party of the Second Part.

WITNESSETH

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part, does hereby remise, release and quitclaim unto the Party of the Second Part, and assigns, forever, all the right, title and interest of the City of Pensacola to the property described below, to wit:

A parcel of land situate, lying and being in Block 211, 15th Avenue and DeLeon Street, Waterfront or Pintado Grant, City of Pensacola, according to map of said City, copyrighted by Thomas C. Watson in 1906, being described as follows: Commence at the Southeast corner of Block 32, New City Tract according to said map copyrighted by Thomas C. Watson; thence South $10^{\circ}24'24.26''$ East 102.55 feet; thence North $69^{\circ}08'25.74''$ East 197.58 feet to the beginning of a curve, concave to the Southerly having a radius of 1869.87 feet; thence run Northeasterly 332.60 feet along said curve through a central angle of $10^{\circ}11'29''$ to the end of curve; thence North $10^{\circ}24'24''$ West 50.00 feet to the POINT OF BEGINNING; thence continue North $10^{\circ}24'24''$ West 111.70 feet to a point on a curve, concave Southwesterly having a radius of 1422.69 feet; thence from a tangent bearing of South $83^{\circ}59'05''$ East run Southeasterly 350.99 feet along said curve through a central angle of $14^{\circ}08'18''$ to the end of curve, said point being the beginning of a curve, concave Southerly having a radius of 693.21 feet; thence from a tangent

bearing of North 87°19'54" West run Northwesterly, Westerly and Southwesterly 69.91 feet along said curve through a central angle of 5°46'43" to the end of curve, said point being the beginning of a curve, concave Southerly, having a radius of 1919.87 feet; thence from a tangent bearing of South 86°53'24" West run Southwesterly 253.03 feet along said curve through a central angle of 7°33'05" to the end of said curve and the POINT OF BEGINNING;

Containing 18,693 square feet, more or less."

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party of the Second Part.

TO HAVE AND TO HOLD the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

IN WITNESS WHEREOF, the City of Pensacola has caused these presents to be signed in the name of the City of Pensacola by its Mayor and its seal to be hereunto affixed, attested by its City Clerk, on the date first above written.

Signed and sealed CITY OF PENSACOLA
in our presence:

Witness:

BY:

Ashton Hayward, Mayor
City of Pensacola

Witness:

ATTEST:

Clerk, City of Pensacola

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, this day personally appeared, _____, City of Pensacola and, _____ Clerk, City of Pensacola, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the

uses and purposes therein mentioned, and that they affixed thereto the official seal of said City of Pensacola, and the said instrument is the act and deed of said City of Pensacola.

WITNESS my hand and official seal this ____ day of _____, 2018.

(NOTARIAL SEAL) _____

Item/Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

EXHIBIT "B"

FDOT



575-030-12
RIGHT OF WAY
OGG—06/17

Florida Department of Transportation
Office of Right of Way
1074 Highway 90
Chipley, Florida, 324262-41607

RICK SCOTT
GOVERNOR

MIKE DEW
SECRETARY

Donation of Property to the Florida Department of Transportation

City of Pensacola
222 W. Mainstreet
Pensacola, FL 32502

ITEM/SEGMENT NO.:	48006-2501
MANAGING DISTRICT:	3
FAP NO.:	4221-084-C
STATE ROAD NO.:	SR 30
COUNTY:	Escambia
PARCEL NO.:	SRD12, 19, and 21
INTEREST CONVEYED:	City Deed

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Owner's Signature

Mayor Ashton Hayward, for The City of Pensacola

Type or Print Property Owner's Name

222 West Main Street,

Street Address

Pensacola, FL 32502

City, State, Zip Code

Date: 05/07/2018

Item/Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

EXHIBIT "C"

The Department will design and construct a sign to signify entrance to the City of Pensacola to replace the Five Flags Memorial being removed by the Department. The City of Pensacola will provide input into the development of the sign and review the design details of the sign. The Department will coordinate the final sign design dimensions, type, and location with the City of Pensacola. The City of Pensacola will provide design approval of the sign within a reasonable time frame prior to construction of the sign. The Department will provide funding for the design and construction of the sign of no more than \$370,000. If the design and construction of the sign approved by the City of Pensacola is estimated to exceed \$370,000, then the City of Pensacola will provide to the Department any additional funds necessary to cover the cost difference between \$370,000 and the total cost of the sign prior to the start of construction. The sign location is anticipated to be in close proximity to, and west of, the existing location of the Five Flags Memorial between Bayfront Parkway and Gregory Street. The sign may include a small earthen berm to elevate it to an appropriate viewing elevation. The anticipated area that the earthen berm may be located in is approximately 10 feet by 60 feet. Sign location will be determined based on sign size. The horizontal width of the sign will be approximately 10 feet in width or less. The vertical height of the sign will be determined by text size and sign type. The Department will add landscaping around the sign. The sign and its adjacent landscaping will be maintained in perpetuity by the City of Pensacola after the Department completes the construction.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
USE AND OCCUPANCY AGREEMENTITEM/SEGMENT NO.: 4093341MANAGING DISTRICT: ThreeF.A.P. NO.: 4221-084-CSTATE ROAD NO.: 30COUNTY: Escambia

PARCEL NO.: _____

THIS AGREEMENT, made this _____ day of _____, between
City of Pensacola, a municipal corporation authorized and existing under the laws of the State of Florida
_____ at 222 West Main Street, Pensacola, Florida

(Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida (State).

WITNESSETH:

WHEREAS, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to a right of way use and occupancy agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of US HWY 98 (SR30) Bayfront Pkwy & US HWY 98 (SR30) Gregory Street
_____ which includes the property described in Exhibit "A" attached hereto and made a part hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease to Lessee the airspace which is that space located above and/or below the gradeline of the property described in Exhibit "A", attached and such airspace is hereinafter referred to as the "real property interest" or the "leased property" and made a part hereof for the following purpose: location of the sign that replaces the Five Flags Memorial and landscaping associated with the sign.

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. **Premises**

The premises hereto are true and correct and form an integral part of this Agreement.

2. **Term**

The Department does hereby lease unto Lessee the real property interest for a period of Fifty (50) years beginning with the date of this Agreement. One renewal of this Agreement may be made for Fifty (50) years. However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the property lying below said airspace.

3. **Rent**

a. Lessee shall pay to the Department as rent each ☐ month ☐ quarter ☐ year on or before the first day of each rent

payment period, N/A plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: N/A

d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the real property interest as set forth herein.

b. The Lessee's proposed use of the real property interest is as follows: location of the sign that replaces the Five Flags Memorial, and landscaping associated with the sign, and maintenance for the sign and the landscaping

c. The general design for the use of the real property interest, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the real property interest in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the real property interest or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the real property interest so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. Lessee shall ensure vertical and horizontal access to the Department for maintenance purposes. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the real property interest shall not adversely affect the use, safety, appearance, or enjoyment of the highway by lights, sounds, wireless frequencies, smoke, fumes, vapors, odors, droppings, or any other objectionable discharges, or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the real property interest, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the real property interest.

k. Lessee shall not occupy, use, permit, or suffer the real property interest, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the real property interest under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. (select applicable paragraph)

☒ Lessee is a Governmental Agency

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Note: No longer required for local governments.

☐ Lessee is not a Governmental Agency

Lessee shall indemnify, defend, save, and hold harmless the Department, its agents, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the Department.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate, and to associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

Note: No longer required for local governments.

6. **Insurance.** Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department, FHWA, and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than N/A (\$) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than N/A (\$) for property damage, or a combined coverage of not less than N/A (\$). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department and FHWA as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

7. **Termination**

a. This Agreement may be terminated by either party without cause upon 180 (180) days prior written notice to the other party.

b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.

c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.

d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.

e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.

f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose, is abandoned, or if use of the facility is required by the Department for transportation, maintenance or emergency purposes.

8. **Eminent Domain**

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the property specified in this Agreement, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the property specified in this Agreement. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

9. **Miscellaneous**

a. The real property interest and Lessee's rights under this Agreement shall not be transferred, assigned, pledged or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA. Lessee shall not allow any liens or other encumbrances to attach to the leased property.

b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in,

be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 49 CFR part 21..

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

h. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

j. The parties to this Agreement hereby understand and agree that the venue for any action that may arise as a result of this Agreement shall be in Leon County, Florida.

k. If Lessee is a "contractor" for the purposes of Section 119.0701, Florida Statutes, Lessee shall comply with public records laws and specifically shall:

1. Keep and maintain the public records that ordinarily and necessarily would be required to be kept and maintained by the Department in order to perform the services identified herein.
2. Provide the public with access to those 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 by law.
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.
4. Meet all requirements for retaining the public records and transfer, at no cost, to the Department all the public records in possession of Lessee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All such public records (if any) stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

If Lessee fails during such times to comply with a public records request, the Department shall enforce this section in accordance with this Agreement.

Lessee shall otherwise allow public access to all documents, papers, letters or other materials, made or received by Lessee in connection with this Agreement and the lease of the Demised Premises, to the extent such access is required because such documents, papers, letters or other materials are subject to the provisions of s. 24(a) of the State Constitution or Chapter 119, Florida Statutes.

l. Section 287.133(3)(a), Florida Statutes, requires that Lessee be informed of the following provisions of section 287.133 (2)(a), Florida Statutes: "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 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, F.S., for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

m. The Department shall consider the employment knowingly by Lessee of unauthorized aliens a violation of Section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement.

n. This Agreement shall not create any third-party beneficiary hereunder, nor shall this Agreement authorize anyone not a party hereto to maintain a suit against the Department pursuant to the terms of this Agreement.

o. This Agreement shall be binding upon the successors, assigns and legal representatives of Lessee and the Department.

p. All Exhibits attached to this Agreement are made a part hereof as if fully copied herein. All submittals required to be submitted by Lessee that are approved by the Department are by reference made a part of this Agreement as if fully copied herein.

q. Nothing in this Agreement or in any documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Department of its sovereign immunity in tort under the Constitution and laws of the State of Florida.

r. "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

g. Lessee does not qualify for relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. Section 4601 et seq.)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

City of Pensacola
LESSEE (Company Name, if applicable)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____
District Secretary

Name: _____

Name: Phillip Gainer, P.E.

Title: _____

Attest: _____

Attest: _____ (Seal)

Name/Title: _____

Name: _____

Legal Review:

Title: _____

District Counsel

Name: _____

ADDENDUM

This is an Addendum to that certain Right of Way Use and Occupancy Agreement between City of Pensacola, a municipal corporation authorized and existing under the laws of the State of Florida

and the State of Florida Department of Transportation dated the _____ day of _____, _____.
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (d) of said Agreement:

The Department will design and construct a sign to replace the current Five Flags Memorial as a result of construction associated with the Department's project identified by Item/Segment No. 4093341. The sign will be located on property donated by Lessee and upon which the current Five Flags Memorial is located. After completion of the construction of the sign and installation of landscaping associated therewith, the Department will provide the Lessee with a written description of the property encompassing said sign and landscaping, signed by the Department's District Secretary. The signed description shall become a part of this Agreement and Exhibit "A" thereof, without more, and shall be deemed to be the "real property interest" or "leased property" to which Exhibit "A" and this Agreement pertain.

City of Pensacola
LESSEE (Company Name, if applicable)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____
District Secretary

Name: _____

Name: Phillip Gainer, P.E.

Title: _____

Attest: _____

Attest: _____ (Seal)

Name/Title: _____

Name: _____

Legal Review:

Title: _____

District Counsel

Name: _____

Exhibit A

That portion of the following described property which shall be set out and described in a writing provided by the Department upon completion of construction of a sign pursuant to this Agreement:

A parcel of land situate, lying and being in Block 211, 15th Avenue and DeLeon Street, Waterfront or Pintado Grant, City of Pensacola, according to map of said City, copyrighted by Thomas C. Watson in 1906, being described as follows: Commence at the Southeast corner of Block 32, New City Tract according to said map copyrighted by Thomas C. Watson; thence South $10^{\circ}24'24.26''$ East 102.55 feet; thence North $69^{\circ}08'25.74''$ East 197.58 feet to the beginning of a curve, concave to the Southerly having a radius of 1869.87 feet; thence run Northeasterly 332.60 feet along said curve through a central angle of $10^{\circ}11'29''$ to the end of curve; thence North $10^{\circ}24'24''$ West 50.00 feet to the POINT OF BEGINNING; thence continue North $10^{\circ}24'24''$ West 111.70 feet to a point on a curve, concave Southwesterly having a radius of 1422.69 feet; thence from a tangent bearing of South $83^{\circ}59'05''$ East run Southeasterly 350.99 feet along said curve through a central angle of $14^{\circ}08'18''$ to the end of curve, said point being the beginning of a curve, concave Southerly having a radius of 693.21 feet; thence from a tangent bearing of North $87^{\circ}19'54''$ West run Northwesterly, Westerly and Southwesterly 69.91 feet along said curve through a central angle of $5^{\circ}46'43''$ to the end of curve, said point being the beginning of a curve, concave Southerly, having a radius of 1919.87 feet; thence from a tangent bearing of South $86^{\circ}53'24''$ West run Southwesterly 253.03 feet along said curve through a central angle of $7^{\circ}33'05''$ to the end of said curve and the POINT OF BEGINNING;

Containing 18,693 square feet, more or less.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-55

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

RESOLUTION NO. 18-55 - TRANSFER OF FIVE FLAGS MEMORIAL PARK TO FLORIDA DEPARTMENT OF TRANSPORTATION

RECOMMENDATION:

That City Council adopt Resolution No. 18-55:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, FINDING AND DECLARING THE DESIRABILITY AND NECESSITY OF TRANSFERRING OWNERSHIP OF THE FIVE FLAGS MEMORIAL PARK TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF CONSTRUCTING IMPROVEMENTS RELATED TO THE REPLACEMENT OF THE THREE-MILE BRIDGE OVER PENSACOLA BAY, AND AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA, FLORIDA, TO EXECUTE A QUITCLAIM DEED TO SUCH PROPERTY TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND AN AGREEMENT PROVIDING FOR APPROPRIATE SIGNAGE IN CONNECTION THEREWITH, AND TO TAKE ALL OTHER ACTIONS NECESSARY RELATING TO THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Florida Department of Transportation is in the process of constructing a replacement for the Pensacola Bay Bridge, including improvements to State Road 30. In order to accommodate and facilitate the construction project, it is necessary and desirable for the City of Pensacola to transfer ownership of the land known as Five Flags Memorial Park to the State of Florida Department of Transportation. The Department will replace the Park with appropriate signage, to be approved by the City, informing and welcoming the public to the City of Pensacola.

PRIOR ACTION:

None

FUNDING:

None

FINANCIAL IMPACT:

The Florida Department of Transportation will incur all costs for the signage replacement.

CITY ATTORNEY REVIEW: Yes

10/30/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) Resolution No. 18-55

PRESENTATION: No

RESOLUTION
NO: 18-55

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, FINDING AND DECLARING THE DESIRABILITY AND NECESSITY OF TRANSFERRING OWNERSHIP OF THE FIVE FLAGS MEMORIAL PARK TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF CONSTRUCTING IMPROVEMENTS RELATED TO THE REPLACEMENT OF THE THREE-MILE BRIDGE OVER PENSACOLA BAY, AND AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA, FLORIDA, TO EXECUTE A QUITCLAIM DEED TO SUCH PROPERTY TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND AN AGREEMENT PROVIDING FOR APPROPRIATE SIGNAGE IN CONNECTION THEREWITH, AND TO TAKE ALL OTHER ACTIONS NECESSARY RELATING TO THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation is in the process of constructing a replacement for the Pensacola Bay Bridge, including improvements to State Road No. 30, Financial Project No. 4093341 in Escambia County, Florida, and

WHEREAS, in order to accommodate and facilitate the construction project now underway, it is necessary, desirable and in the public interest for the City of Pensacola to transfer ownership of land known as the Five Flags Memorial Park to the State of Florida Department of Transportation, and

WHEREAS, the State of Florida Department of Transportation has proposed an agreement to replace the Five Flags Memorial with appropriate signage to be approved by the City of Pensacola, informing and welcoming the public into the City of Pensacola.

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

SECTION 1. That the City of Pensacola shall provide a quitclaim deed to the Five Flags Memorial Park to the State of Florida Department of Transportation and shall enter into an agreement with the State of Florida Department of Transportation for the replacement of the Five Flags Memorial with appropriate signage identifying entrance into the City of Pensacola.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and any agreements or documents related hereto.

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 Charter of the City of Pensacola, Florida.

Attest: _____
City Clerk

Adopted: _____

Approved: _____
President of City Council



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-48

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 18-48 - FY 2019 ENCUMBRANCE CARRYOVER BUDGET RESOLUTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 18-48.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

After the beginning of each fiscal year a supplemental budget resolution is brought to City Council for consideration. This resolution includes appropriations for the following:

- FY 2018 encumbered purchase order balances
Appropriations are carried forward to the new fiscal year for purchase orders issued by September 30, 2018 for which final payment had not been made.
- Appropriation of fund balance
In most funds, fund balance is appropriated to cover encumbrances carried forward.
- Increase in estimated revenues
In some funds, mostly related to various grants, estimated revenues are increased to balance the encumbered purchase order balances.

A second resolution to carry forward FY 2018 funding for items that were not encumbered is being brought forward for City Councils approval on a separate resolution.

PRIOR ACTION:

September 19, 2018 - City Council formally adopted a beginning FY 2019 Budget on Budget Resolution No. 18-40.

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the carryover budget resolution are covered by either an appropriation of fund balance or an increase in estimated revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2019.

CITY ATTORNEY REVIEW: Yes

10/15/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 18-48
- 2) Supplemental Budget Explanation No. 18-48

PRESENTATION: No

**RESOLUTION
NO. 18-48**

**A RESOLUTION
TO BE ENTITLED:**

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

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

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

A. GENERAL FUND

	Fund Balance	964,947
To:	Purchase Orders Payable	964,947

B. SPECIAL GRANTS FUND

To:	Miscellaneous Revenue	116,219
As Reads:	Federal Grants	193,700
Amended		
To Read:	Federal Grants	650,794
To:	Purchase Orders Payable	573,313

C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND

As Reads:	Federal Grants	924,500
Amended		
To Read:	Federal Grants	925,302
To:	Purchase Orders Payable	802

D. COMMUNITY REDEVELOPMENT FUND

	Fund Balance	28,429
To:	Purchase Orders Payable	28,429

E. STORMWATER UTILITY FUND

	Fund Balance	317,067
To:	Purchase Orders Payable	317,067

F. SECTION 8 HOUSING ASSISTANCE FUND

	Fund Balance	18,924
To:	Purchase Orders Payable	18,924

G. LAW ENFORCEMENT FUND

	Fund Balance	497
To:	Purchase Orders Payable	497

H. NATURAL DISASTER FUND

To:	Federal Grants	39,529
To:	Purchase Orders Payable	39,529

I. GOLF COURSE FUND

	Fund Balance	7,476
To:	Purchase Orders Payable	7,476

J. EASTSIDE TIF FUND

	Fund Balance	2,500
To:	Purchase Orders Payable	2,500

K. WESTSIDE TIF FUND

	Fund Balance	4,850
To:	Purchase Orders Payable	4,850

L. RECREATION FUND

	Fund Balance	12,881
To:	Purchase Orders Payable	12,881

M. COMMUNITY MARITIME PARK MANAGERMENTS SERVICES FUND

	Fund Balance	19,804
To:	Purchase Orders Payable	19,804

N. LOCAL OPTION SALES TAX FUND

	Fund Balance	686,422
To:	Purchase Orders Payable	686,422

O. CRA SERIES 2017 PROJECT FUND

	Fund Balance	871,339
To:	Purchase Orders Payable	871,339

P. LOST SERIES 2017 PROJECT FUND

	Fund Balance	5,546,682
To:	Purchase Orders Payable	5,546,682

Q. STORMWATER CAPITAL PROJECTS FUND

	Fund Balance	888,086
To:	Purchase Orders Payable	888,086

R. GAS UTILITY FUND

	Fund Balance	2,895,762
To:	Purchase Orders Payable	2,895,762

S. SANITATION FUND

	Fund Balance	565,592
To:	Purchase Orders Payable	565,592

T. PORT FUND

	Fund Balance	160,355
To:	State Grants	769,217
To:	Federal Grants	9,841
To:	Purchase Orders Payable	939,413

U. AIRPORT FUND

	Fund Balance	2,029,248
As Reads: Amended To Read:	Federal Grants	3,625,000
	Federal Grants	5,505,143
As Reads: Amended To Read:	State Grants	750,000
	State Grants	751,500
To:	Purchase Orders Payable	3,910,891

V. INSURANCE RETENTION FUND

As Reads: Amended To Read:	Charges for Services - Risk Management	1,207,400
	Charges for Services - Risk Management	1,226,593
To:	Purchase Orders Payable	19,193

W. CENTRAL SERVICES FUND

As Reads: Amended To Read:	Charges for Services - Engineering	808,700
	Charges for Services - Engineering	811,926
As Reads: Amended To Read:	Charges for Services - Garage	1,478,000
	Charges for Services - Garage	1,483,846
As Reads: Amended To Read:	Charges for Services - Technology Resources	2,601,500
	Charges for Services - Technology Resources	2,678,850
To:	Purchase Orders Payable	86,422

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
NOVEMBER 2017 ENCUMBRANCE CARRYOVERS
BUDGET RESOLUTION EXPLANATION NO. 18-48**

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Fund Balance	<u>964,947</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>964,947</u>	Carryover - encumbrances outstanding at 9/30/18
B. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	457,094	Increase estimated revenues for Federal Grants
Miscellaneous Revenue	<u>116,219</u>	Appropriate estimated revenues for Miscellaneous Revenue
Total Estimated Revenues	<u>573,313</u>	
Appropriations		
Purchase Orders Payable	<u>573,313</u>	Carryover - encumbrances outstanding at 9/30/18
C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND		
Federal Grants	<u>802</u>	Increase estimated revenue from Federal Grants
Total Estimated Revenues	<u>802</u>	
Appropriations		
Purchase Orders Payable	<u>802</u>	Carryover - encumbrances outstanding at 9/30/18
D. COMMUNITY REDEVELOPMENT FUND		
Fund Balance	<u>28,429</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>28,429</u>	Carryover - encumbrances outstanding at 9/30/18
E. STORMWATER UTILITY FUND		
Fund Balance	<u>317,067</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>317,067</u>	Carryover - encumbrances outstanding at 9/30/18
F. SECTION 8 HOUSING ASSISTANCE FUND		
Fund Balance	<u>18,924</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>18,924</u>	Carryover - encumbrances outstanding at 9/30/18

**THE CITY OF PENSACOLA
NOVEMBER 2017 ENCUMBRANCE CARRYOVERS
BUDGET RESOLUTION EXPLANATION NO. 18-48**

FUND	AMOUNT	DESCRIPTION
G. LAW ENFORCEMENT FUND		
Fund Balance	<u>497</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>497</u>	Carryover - encumbrances outstanding at 9/30/18
H. NATURAL DISASTER FUND		
Estimated Revenues		
Federal Grants	<u>39,529</u>	Appropriate estimated revenues for Federal Grants
Total Estimated Revenues	<u>39,529</u>	
Appropriations		
Purchase Orders Payable	<u>39,529</u>	Carryover - encumbrances outstanding at 9/30/18
I. GOLF COURSE FUND		
Fund Balance	<u>7,476</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>7,476</u>	Carryover - encumbrances outstanding at 9/30/18
J. EASTSIDE TIF FUND		
Fund Balance	<u>2,500</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>2,500</u>	Carryover - encumbrances outstanding at 9/30/18
K. WESTSIDE TIF FUND		
Fund Balance	<u>4,850</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>4,850</u>	Carryover - encumbrances outstanding at 9/30/18
L. RECREATION FUND		
Fund Balance	<u>12,881</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>12,881</u>	Carryover - encumbrances outstanding at 9/30/18
M. CMMTY MARITIME PARK MGT SVCS FUND		
Fund Balance	<u>19,804</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>19,804</u>	Carryover - encumbrances outstanding at 9/30/18

**THE CITY OF PENSACOLA
NOVEMBER 2017 ENCUMBRANCE CARRYOVERS
BUDGET RESOLUTION EXPLANATION NO. 18-48**

FUND	AMOUNT	DESCRIPTION
N. LOCAL OPTION SALES TAX FUND		
Fund Balance	<u>686,422</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>686,422</u>	Carryover - encumbrances outstanding at 9/30/18
O. CRA SERIES 2017 PROJECT FUND		
Fund Balance	<u>871,339</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>871,339</u>	Carryover - encumbrances outstanding at 9/30/18
P. LOST SERIES 2017 PROJECT FUND		
Fund Balance	<u>5,546,682</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>5,546,682</u>	Carryover - encumbrances outstanding at 9/30/18
Q. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	<u>888,086</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>888,086</u>	Carryover - encumbrances outstanding at 9/30/18
R. GAS UTILITY FUND		
Fund Balance	<u>2,895,762</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>2,895,762</u>	Carryover - encumbrances outstanding at 9/30/18
S. SANITATION FUND		
Fund Balance	<u>565,592</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>565,592</u>	Carryover - encumbrances outstanding at 9/30/18

**THE CITY OF PENSACOLA
NOVEMBER 2017 ENCUMBRANCE CARRYOVERS
BUDGET RESOLUTION EXPLANATION NO. 18-48**

FUND	AMOUNT	DESCRIPTION
T. PORT FUND		
Estimated Revenues		
State Grants	769,217	Appropriate estimated revenues for State Grants
Federal Grants	9,841	Appropriate estimated revenues for Federal Grants
Total Estimated Revenues	<u>779,058</u>	
Fund Balance	<u>160,355</u>	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	<u><u>939,413</u></u>	
Appropriations		
Purchase Orders Payable	<u>939,413</u>	Carryover - encumbrances outstanding at 9/30/18
U. AIRPORT FUND		
Estimated Revenues		
Federal Grants	1,880,143	Increase estimated revenues for Federal Grants
State Grants	1,500	Increase estimated revenues for State Grants
Total Estimated Revenues	<u>1,881,643</u>	
Fund Balance	<u>2,029,248</u>	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	<u><u>3,910,891</u></u>	
Appropriations		
Purchase Orders Payable	<u>3,910,891</u>	Carryover - encumbrances outstanding at 9/30/18
V. INSURANCE RETENTION FUND		
Estimated Revenues		
Charges for Service - Risk Management	19,193	Increase estimated revenues for Charges For Services - Risk Management
Total Estimated Revenues	<u>19,193</u>	
Appropriations		
Purchase Orders Payable	<u>19,193</u>	Carryover - encumbrances outstanding at 9/30/18
W. CENTRAL SERVICES FUND		
Estimated Revenues		
Charges for Services - Engineering	3,226	Increase estimated revenues for Charges For Services - Engineering
Charges for Services - Garage	5,846	Increase estimated revenues for Charges For Services - Garage
Charges for Services - Technology Resources	77,350	Increase estimated revenues for Charges For Services - Technology Resources
Total Estimated Revenues	<u>86,422</u>	
Appropriations		
Purchase Orders Payable	<u>86,422</u>	Carryover - encumbrances outstanding at 9/30/18



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-49

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 18-49 - FINAL AMENDMENT TO THE FISCAL YEAR 2018 BUDGET

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 18-49.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In order to maintain a balanced budget, supplemental budget resolutions need to be approved by City Council during the course of a fiscal year. In September 2018 City Council approved a supplemental budget resolution, however at that time the final revenues and expenditures were unknown. According to Florida Statute 166.241 the governing body of a municipality may, within up to 60 days following the end of the fiscal year, amend a budget for that year. The attached resolution includes final budget adjustments for Fiscal Year 2018 that require Council action.

General Fund related budget adjustments include increases and decreases in estimated revenue from various sources which results in a net increase in estimated revenue of \$339,152.

The increase in Other Grants and Aids within the Saenger Theatre is due to the greater than anticipated Facility Fee and Incentive Fee revenue. The transfer to the Stormwater Capital Projects Fund was increased as a result of increased revenues within the Stormwater Utility Fund.

The City's current Financial Planning and Administration Policy provides that each fiscal year the General Fund's maximum amount of appropriated Beginning Fund Balance should be no more than three percent of budgeted revenues. Based on the FY 2019 Beginning Budget that amount would equate to \$1,610,800. This amount is being established as an Assigned Fund Balance as of FYE 2018, however, no expenditure of those

funds will occur until appropriated by City Council. By assigning fund balance, the amount available for additional carryover will be more readily identifiable in the Unassigned Fund Balance designation.

Revenues within the Tree Planting Trust Fund have been adjusted in accordance with actual revenues received and will be offset with Fund Balance.

Revenues within the Housing Initiatives Fund have been adjusted in accordance with actual revenues received and will be offset with a decrease in Operating Expenses.

Appropriations within the Inner-City Housing Initiatives Fund have been reduced and will be placed into fund Balance.

Within the Special Grants Fund, appropriations have been made to recognize grant revenues and expenditures that have occurred since the September 2018 Supplemental Budget Resolution was adopted by City Council. Additionally, on September 14, 2017 City Council approved the FY 2018 Edward Byrne Memorial Justice Grant Agreement in the amount of \$62,000. However, the final award amount totaled \$69,302 and the additional revenue and expenditures have been included in this resolution.

The transfer from the Local Option Gasoline Tax Fund to the LOGT Debt Service Fund will not be made as there are sufficient funds in the LOGT Debt Service Fund to meet the debt service requirements.

Adjustments have been made to various revenue accounts within the three CRA Funds based on the actual amounts received.

Within the Stormwater Utility Fee Fund revenues have been adjusted based on actual revenues received. Appropriations are being increased based on projected operating expenditures by fiscal year end. Savings from the purchase of a dump truck allowed for the reduction of Capital Outlay to offset the increase.

Net revenue of \$19 has been appropriated within the Law Enforcement Trust Fund based on receipts and will be placed into Fund Balance.

Revenues within both the Golf Fund and Recreation Fund were lower than anticipated and will be offset with a drawdown of Fund Balance.

The revenues within the Inspection Services Fund have been more than anticipated and will be offset with an increase in appropriations for operating expenses.

Estimated revenues within both the Roger Scott Tennis Center Fund and the Community Maritime Services Fund have been increased based on Fiscal Year 2018 actual revenues and will be placed in Fund Balance.

Interest Income was more than anticipated in the CRA Debt Service Fund and the LOGT Debt Service Fund. The increase will be placed into Fund Balance.

Local Option Sales Tax is projected to generate revenue above the current estimated revenue by \$60,304 which will be placed into Fund Balance. Additionally, with the issuance of the \$25 million bond for LOST IV projects, excess appropriations have been reduced in the Local Option Sales Tax Fund and will also be placed

into Fund Balance.

Interest Income in the LOGT Series 2016 Project Fund has been recognized and is offset by an increase in appropriations for Capital Outlay. Additionally, within the CRA Series 2017 Project Fund, the Interest Income recognized has been placed into Fund Balance. This fund will be closed as of FYE 2018.

Interest Income in the CRA Series 2017 Project Fund has been recognized and has been placed in Fund Balance.

Interest Income in the LOST Series 2017 Project Fund has been recognized and has been placed into Fund Balance. As with the Local Option Sales Tax Fund, excess appropriations from the issuance of the \$25 million bond have been reduced and will be placed into Fund Balance.

Interest Income in the Deepwater Horizon Incident Fund has been recognized and is offset by an increase in appropriations. This fund will be closed as of FYE 2018.

Estimated revenues within the Stormwater Capital Projects fund were increased for Interest Income and the Transfer In From the General Fund. Appropriations have been increased in Stormwater Vaults City-Wide to offset the increased revenue.

Within the Gas Utility Fund revenues and expenses have been adjusted based on actual amounts received.

Revenues in the Port Fund have been adjusted based on actual amounts received and is offset with a drawdown of Fund Balance.

Revenues within the Sanitation Fund and Airport Fund were greater than anticipated and have been adjusted based on actual revenues received. The excess amount will be placed into Fund Balance.

Estimated revenues within the Special Assessments Fund have been decreased based on Fiscal Year 2018 actual revenues and are offset with a reduction in appropriations.

PRIOR ACTION:

September 20, 2017 - City Council formally adopted a beginning FY 2018 Budget on Budget Resolution No. 17-63.

November 9, 2017 - City Council approved Supplemental Budget Resolution No. 17-75 covering purchase orders payable.

November 9, 2017 - City Council approved Supplemental Budget Resolution No. 17-76 covering unencumbered carryovers.

December 14, 2017 - City Council approved Supplemental Budget Resolution No. 17-84 covering unencumbered carryovers.

September 13, 2018 - City Council approved Supplemental Budget Resolution No. 18-42 adjusting the FY

2018 Budget.

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the supplemental budget resolution are covered by fund balances, shifts in expenses or changes in revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2018.

CITY ATTORNEY REVIEW: Yes

10/26/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 18-49
- 2) Supplemental Budget Explanation No. 18-49

PRESENTATION: No

**RESOLUTION
NO. 18-49**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; 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

To:	Assigned Fund Balance (3% of FY 2019 Budgeted Revenues)	1,610,800
From:	Unassigned Fund Balance	(1,610,800)
To:	Saenger Theatre - Incentive Fee	3,048
As Reads: Amended	Interest Income	50,000
To Read	Interest Income	230,173
As Reads: Amended	Half-Cent Sales Tax	4,728,700
To Read	Half-Cent Sales Tax	4,806,800
As Reads: Amended	Franchise Fees - Natural Gas	915,000
To Read	Franchise Fees - Natural Gas	984,322
As Reads: Amended	Franchise Fees - ECUA	1,771,600
To Read	Franchise Fees - ECUA	1,823,981
As Reads: Amended	Public Services Tax - ECUA	1,125,300
To Read	Public Services Tax - ECUA	1,175,134
As Reads: Amended	State Revenue Sharing - Sales Tax	1,741,300
To Read	State Revenue Sharing - Sales Tax	1,782,097
As Reads: Amended	Communication Services Tax	3,056,900
To Read	Communication Services Tax	3,095,645
As Reads: Amended	Public Services Tax - Natural Gas	815,000
To Read	Public Services Tax - Natural Gas	839,465

As Reads:	Delinquent Ad Valorem Taxes	32,600
Amended		
To Read	Delinquent Ad Valorem Taxes	49,369
As Reads:	Saenger Theatre - Facility Fee	75,000
Amended		
To Read	Saenger Theatre - Facility Fee	84,264
As Reads:	State Revenue Sharing - Motor Fuel Tax	543,800
Amended		
To Read	State Revenue Sharing - Motor Fuel Tax	551,279
As Reads:	Local Business Tax - Penalty	10,000
Amended		
To Read	Local Business Tax - Penalty	16,930
As Reads:	Miscellaneous Charges For Services	40,000
Amended		
To Read	Miscellaneous Charges For Services	46,628
As Reads:	Public Services Tax - Miscellaneous	27,800
Amended		
To Read	Public Services Tax - Miscellaneous	33,135
As Reads:	Firefighter Supplemental Compensation	40,000
Amended		
To Read	Firefighter Supplemental Compensation	44,012
As Reads:	Local Business Tax	910,000
Amended		
To Read	Local Business Tax	912,432
As Reads:	Beverage License Rebate	105,100
Amended		
To Read	Beverage License Rebate	106,864
As Reads:	Fire Permits	21,000
Amended		
To Read	Fire Permits	22,675
As Reads:	Taxi Permits	7,500
Amended		
To Read	Taxi Permits	8,400
As Reads:	Miscellaneous Fines	5,000
Amended		
To Read	Miscellaneous Fines	5,550
As Reads:	Swimming Pool Fees	4,800
Amended		
To Read	Swimming Pool Fees	5,189
As Reads:	Mobile Home License Rebate	10,200
Amended		
To Read	Mobile Home License Rebate	10,557

As Reads:	Current Ad Valorem Taxes	14,589,100
Amended		
To Read	Current Ad Valorem Taxes	14,589,080
As Reads:	Gas Rebate on Municipal Vehicles	12,000
Amended		
To Read	Gas Rebate on Municipal Vehicles	11,554
As Reads:	Boat Launch Fees	17,000
Amended		
To Read	Boat Launch Fees	16,258
As Reads:	Special Permits	50,000
Amended		
To Read	Special Permits	47,495
As Reads:	Court Fines	14,500
Amended		
To Read	Court Fines	12,102
As Reads:	Federal Payment In Lieu of Taxes	17,000
Amended		
To Read	Federal Payment In Lieu of Taxes	13,979
As Reads:	ECSD - 911 Calltakers	237,400
Amended		
To Read	ECSD - 911 Calltakers	232,711
As Reads:	Traffic Fines	90,000
Amended		
To Read	Traffic Fines	84,370
As Reads:	Sale of Assets	67,625
Amended		
To Read	Sale of Assets	51,645
As Reads:	Public Services Tax - Electricity	6,492,900
Amended		
To Read	Public Services Tax - Electricity	6,446,832
As Reads:	Franchise Fees - Electricity	6,100,200
Amended		
To Read	Franchise Fees - Electricity	5,919,502
1) Non-Departmental		
As Reads:	Other Grants and Aids - Saenger Theatre Capital	234,994
Amended		
To Read	Other Grants and Aids - Saenger Theatre Capital	247,306
As Reads:	Transfers - CRA TIF	1,983,700
Amended		
To Read	Transfers - CRA TIF	1,983,688
As Reads:	Transfers - Eastside TIF	47,400
Amended		
To Read	Transfers - Eastside TIF	47,394

As Reads:	Transfers - Westside TIF	120,800
Amended		
To Read	Transfers - Westside TIF	120,765

2) Transfers Out

As Reads:	Transfer to Stormwater Capital Projects Fund	2,731,466
Amended		
To Read	Transfer to Stormwater Capital Projects Fund	2,733,597

B. TREE PLANTING TRUST FUND

As Reads:	Tree Planting Trust Fund	10,000
Amended		
To Read	Tree Planting Trust Fund	4,600
As Reads:	Reserved	300,000
Amended		
To Read	Reserved	0

C. HOUSING INITIATIVES FUND

As Reads:	Lease Fees	252,392
Amended		
To Read	Lease Fees	251,451
As Reads:	Operating Expenses	147,392
Amended		
To Read	Operating Expenses	146,451

D. INNER-CITY HOUSING INITIATIVES FUND

As Reads:	Grants & Aids	440,000
Amended		
To Read	Grants & Aids	0

E. SPECIAL GRANTS FUND

As Reads:	Federal Grant Revenue	1,919,064
Amended		
To Read	Federal Grant Revenue	1,941,366
As Reads:	Miscellaneous Revenue	2,142,640
Amended		
To Read	Miscellaneous Revenue	2,164,640
As Reads:	Operating Expenses	661,207
Amended		
To Read	Operating Expenses	705,509

F. LOCAL OPTION GASOLINE TAX FUND

As Reads:	Interest Income	1,200
Amended		
To Read	Interest Income	15,351

As Reads:	Local Option Gasoline Tax	1,370,000
Amended		
To Read	Local Option Gasoline Tax	1,365,612
As Reads:	Transfer Out to LOGT Debt Service Fund	1,370,000
Amended		
To Read	Transfer Out to LOGT Debt Service Fund	0

G. COMMUNITY REDEVELOPMENT AGENCY FUND

As Reads:	Interest Income	8,500
Amended		
To Read	Interest Income	60,490
As Reads:	Plaza DeLuna Concession	6,200
Amended		
To Read	Plaza DeLuna Concession	8,550
As Reads:	PSA Reserved Parking	6,300
Amended		
To Read	PSA Reserved Parking	6,373
As Reads:	Sale of Assets	2,222,897
Amended		
To Read	Sale of Assets	2,222,907
As Reads:	Transfer In From Urban Core Redevelopment Trust Fund	1,917,200
Amended		
To Read	Transfer In From Urban Core Redevelopment Trust Fund	1,917,082
As Reads:	Berth Harbor Revenue	2,500
Amended		
To Read	Berth Harbor Revenue	1,080

H. URBAN CORE REDEVELOPMENT TRUST FUND

As Reads:	Transfer In - City	1,983,700
Amended		
To Read	Transfer In - City	1,983,688
As Reads:	Current Ad Valorem Tax - DIB	216,600
Amended		
To Read	Current Ad Valorem Tax - DIB	216,581
As Reads:	Current Ad Valorem Tax - County	3,059,900
Amended		
To Read	Current Ad Valorem Tax - County	3,059,813
As Reads:	Transfer to CRA Fund	1,917,200
Amended		
To Read	Transfer to CRA Fund	1,917,082

I. STORMWATER UTILITY FUND

As Reads:	Interest Income	2,314
Amended		
To Read	Interest Income	13,225
As Reads:	Delinquent Stormwater Utility Fees	6,285
Amended		
To Read	Delinquent Stormwater Utility Fees	7,623
As Reads:	Stormwater Utility Fee	2,725,181
Amended		
To Read	Stormwater Utility Fee	2,725,974
As Reads:	State Right of Way Maintenance	99,600
Amended		
To Read	State Right of Way Maintenance	99,647
As Reads:	Operating Expenses	772,520
Amended		
To Read	Operating Expenses	807,704
As Reads:	Capital Outlay	437,535
Amended		
To Read	Capital Outlay	415,440

J. LAW ENFORCEMENT TRUST FUND

As Reads:	Interest Income	232
Amended		
To Read	Interest Income	1,718
As Reads:	Charges for Services - Court Related	44,901
Amended		
To Read	Charges for Services - Court Related	43,434

K. GOLF COURSE FUND

	Fund Balance	42,849
To:		
	Interest Income	454
As Reads:	Tournaments	35,000
Amended		
To Read	Tournaments	46,431
As Reads:	Electric Cart Rental	73,400
Amended		
To Read	Electric Cart Rental	82,978
As Reads:	Golf Concessions	18,100
Amended		
To Read	Golf Concessions	18,000
As Reads:	Pull Cart Rental	400
Amended		
To Read	Pull Cart Rental	117

As Reads:	Driving Range	30,000
Amended		
To Read	Driving Range	27,964
As Reads:	Pro Shop	15,100
Amended		
To Read	Pro Shop	12,211
As Reads:	Capital Improvement Surcharge	50,000
Amended		
To Read	Capital Improvement Surcharge	34,054
As Reads:	Green Fees	335,100
Amended		
To Read	Green Fees	292,042

L. EASTSIDE TIF FUND

As Reads:	Interest Icome	937
Amended		
To Read	Interest Icome	7,880
As Reads:	Transfer In - City	47,400
Amended		
To Read	Transfer In - City	47,394
As Reads:	Current Ad Valorem Tax - County	73,200
Amended		
To Read	Current Ad Valorem Tax - County	73,104

M. INSPECTION SERVICES FUND

As Reads:	Electrical Permits	200,000
Amended		
To Read	Electrical Permits	226,663
As Reads:	Permit Application Fee	200,000
Amended		
To Read	Permit Application Fee	226,055
As Reads:	Zoning Review & Inspection Fees	81,750
Amended		
To Read	Zoning Review & Inspection Fees	103,750
As Reads:	Plumbing Permits	116,617
Amended		
To Read	Plumbing Permits	136,533
As Reads:	Interest Income	2,038
Amended		
To Read	Interest Income	19,612
As Reads:	Mechanical Permits	85,280
Amended		
To Read	Mechanical Permits	100,223

As Reads:	Gas Permits	39,750
Amended		
To Read	Gas Permits	46,925
As Reads:	DCA/DBPR Surcharge Fee Retainage - 10%	3,056
Amended		
To Read	DCA/DBPR Surcharge Fee Retainage - 10%	4,151
As Reads:	Miscellaneous Permits	10,000
Amended		
To Read	Miscellaneous Permits	9,026
As Reads:	Building Permits	736,100
Amended		
To Read	Building Permits	660,597
As Reads:	Operating Expenses	212,288
Amended		
To Read	Operating Expenses	271,232

N. WESTSIDE TIF FUND

As Reads:	Interest Income	289
Amended		
To Read	Interest Income	1,173
As Reads:	Transfer In - City	120,800
Amended		
To Read	Transfer In - City	120,765
As Reads:	Current Ad Valorem Tax - County	186,300
Amended		
To Read	Current Ad Valorem Tax - County	186,278

O. RECREATION FUND

	Fund Balance	56,326
To:	Miscellaneous Revenue	63,070
As Reads:	Interest Income	6,354
As Reads:	City Hall Parking Lot	28,900
Amended		
To Read	City Hall Parking Lot	0
As Reads:	User Fees	1,051,700
Amended		
To Read	User Fees	944,812

P. ROGER SCOTT TENNIS CENTER FUND

As Reads:	Tennis Agreement Contract	87,400
Amended		
To Read	Tennis Agreement Contract	99,642

As Reads:	Interest Income	51
Amended		
To Read	Interest Income	719
As Reads:	Pro Shop	3,100
Amended		
To Read	Pro Shop	3,412

Q. COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND

To:	Donations/Sponsorships	17,950
To:	Interest Income	7,060
To:	Ticketed Events	1,017
To:	Miscellaneous Revenue	164
As Reads:	CMP Parking	54,700
Amended		
To Read	CMP Parking	94,657
As Reads:	Use Fee - UWF	15,000
Amended		
To Read	Use Fee - UWF	25,000
As Reads:	Vending/Kiosk Sales	1,200
Amended		
To Read	Vending/Kiosk Sales	1,700
As Reads:	Variable Ticket Surcharge Non-Baseball	16,000
Amended		
To Read	Variable Ticket Surcharge Non-Baseball	16,001
As Reads:	Common Area Maintenance	14,600
Amended		
To Read	Common Area Maintenance	14,342
As Reads:	City Hall Parking	30,000
Amended		
To Read	City Hall Parking	26,755
As Reads:	Variable Attendance Surcharge	320,000
Amended		
To Read	Variable Attendance Surcharge	313,350
As Reads:	Maritime Park Leases	153,900
Amended		
To Read	Maritime Park Leases	146,468
As Reads:	Community Event Concessions	30,000
Amended		
To Read	Community Event Concessions	27,175
As Reads:	CMP Rentals	35,000
Amended		
To Read	CMP Rentals	18,460

As Reads:	Variable Ticket Surcharge	145,000
Amended		
To Read	Variable Ticket Surcharge	109,604
As Reads:	Transfer to Insurance Retention Fund	49,600
Amended		
To Read	Transfer to Insurance Retention Fund	0

R. CRA DEBT SERVICE FUND

As Reads:	Interest Income	4,508
Amended		
To Read	Interest Income	47,688

S. LOGT DEBT SERVICE FUND

	Fund Balance	1,355,463
As Reads:	Interest Income	5,000
Amended		
To Read	Interest Income	19,537
As Reads:	Transfer In From Local Option Gasoline Tax Fund	1,370,000
Amended		
To Read	Transfer In From Local Option Gasoline Tax Fund	0

T. LOCAL OPTION SALES TAX FUND

To:	Interest Income	34,754
As Reads:	Local Option Sales Tax	7,883,000
Amended		
To Read	Local Option Sales Tax	8,522,874
As Reads:	Non-Operating	11,514,017
Amended		
To Read	Non-Operating	360,805

U. LOGT SERIES 2016 PROJECT FUND

To:	Interest Income	2,645
As Reads:	Capital Outlay	7,088,162
Amended		
To Read	Capital Outlay	7,090,807

V. CRA SERIES 2017 PROJECT FUND

To:	Interest Income	144,473
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W. LOST SERIES 2017 PROJECT FUND

To:	Interest Income	215,386
As Reads:	Non-Operating	1,174,896
Amended		
To Read	Non-Operating	0

X. DEEPWATER HORIZON INCIDENT FUND

To:	Interest Income	527
As Reads:	Capital Outlay	291,465
Amended		
To Read	Capital Outlay	291,992

Y. STORMWATER CAPITAL PROJECTS FUND

As Reads:	Interest Income	8,700
Amended		
To Read	Interest Income	65,274
As Reads:	Transfer from General Fund	2,731,466
Amended		
To Read	Transfer from General Fund	2,733,597
As Reads:	Capital Outlay	7,097,836
Amended		
To Read	Capital Outlay	7,156,541

Z. GAS UTILITY FUND

To:	IRS Alternative Fuel Credit	634,167
To:	Sale of Assets	29,460
As Reads:	Interruptible User Fees	4,038,800
Amended		
To Read	Interruptible User Fees	5,380,719
As Reads:	CNG Revenue	635,300
Amended		
To Read	CNG Revenue	922,861
As Reads:	Interest Income	100,000
Amended		
To Read	Interest Income	303,980
As Reads:	Municipal User Fees	302,200
Amended		
To Read	Municipal User Fees	304,996
As Reads:	New Accounts/Turn-On Fees	597,400
Amended		
To Read	New Accounts/Turn-On Fees	585,529
As Reads:	Miscellaneous Gas Charges	552,800
Amended		
To Read	Miscellaneous Gas Charges	438,979
As Reads:	Infrastructure Cost Recovery	3,742,200
Amended		
To Read	Infrastructure Cost Recovery	3,477,479

As Reads:	Commercial User Fees	12,992,300
Amended		
To Read	Commercial User Fees	12,690,819
As Reads:	Residential User Fees	23,281,700
Amended		
To Read	Residential User Fees	22,638,625
As Reads:	Transportation User Fees	5,402,000
Amended		
To Read	Transportation User Fees	4,162,330
As Reads:	Operating Expenses	41,441,648
Amended		
To Read	Operating Expenses	41,366,892

AA. SANITATION FUND

As Reads:	Miscellaneous Revenue	45,000
Amended		
To Read	Miscellaneous Revenue	367,577
As Reads:	Residential Refuse Container Charges	4,232,400
Amended		
To Read	Residential Refuse Container Charges	4,376,416
As Reads:	Interest Income	7,500
Amended		
To Read	Interest Income	29,432
As Reads:	Sanitation Equipment Surcharge	229,500
Amended		
To Read	Sanitation Equipment Surcharge	238,695
As Reads:	Bulk Item Collection Charges	120,000
Amended		
To Read	Bulk Item Collection Charges	125,303
As Reads:	Zoning/Housing Code Enforcement	4,000
Amended		
To Read	Zoning/Housing Code Enforcement	2,500
As Reads:	Lot Cleaning	62,500
Amended		
To Read	Lot Cleaning	60,902
As Reads:	Sale of Assets	5,000
Amended		
To Read	Sale of Assets	71
As Reads:	New Accounts/Transfer Fees	89,000
Amended		
To Read	New Accounts/Transfer Fees	82,980

As Reads:	Business Refuse Container Charges	150,000
Amended		
To Read	Business Refuse Container Charges	134,798
As Reads:	Code Enforcement Violations	100,300
Amended		
To Read	Code Enforcement Violations	84,395
As Reads:	Landfill Fees	1,200,500
Amended		
To Read	Landfill Fees	1,121,866
As Reads:	Fuel Surcharge	400,000
Amended		
To Read	Fuel Surcharge	292,424
As Reads:	Franchise Fees	1,170,000
Amended		
To Read	Franchise Fees	936,478

BB. PORT FUND

	Fund Balance	297,574
To:	Cedar Street Lease Parking Lot	65,760
As Reads:	Wharfage	280,400
Amended		
To Read	Wharfage	313,848
As Reads:	Miscellaneous/Billed	15,000
Amended		
To Read	Miscellaneous/Billed	33,765
As Reads:	Interior Lighting	15,000
Amended		
To Read	Interior Lighting	21,445
As Reads:	Water Sales	6,000
Amended		
To Read	Water Sales	3,476
As Reads:	Harbor Fees	27,400
Amended		
To Read	Harbor Fees	24,834
As Reads:	Stevedore Fees	30,500
Amended		
To Read	Stevedore Fees	17,101
As Reads:	Storage	125,800
Amended		
To Read	Storage	114,118

As Reads:	Handling	45,100
Amended		
To Read	Handling	26,684
As Reads:	Property Rental	483,800
Amended		
To Read	Property Rental	451,932
As Reads:	Security Fees	63,200
Amended		
To Read	Security Fees	26,589
As Reads:	Dockage	465,000
Amended		
To Read	Dockage	160,074

CC. AIRPORT FUND

As Reads:	Parking Lot	5,200,000
Amended		
To Read	Parking Lot	6,134,906
As Reads:	Rental Cars	3,410,292
Amended		
To Read	Rental Cars	4,060,609
As Reads:	Interest Income	38,504
Amended		
To Read	Interest Income	482,423
As Reads:	Baggage Handling System	1,000,000
Amended		
To Read	Baggage Handling System	1,326,437
As Reads:	CFC - Rental Car Service Facility	2,177,000
Amended		
To Read	CFC - Rental Car Service Facility	2,473,035
As Reads:	Restaurant and Lounge	558,705
Amended		
To Read	Restaurant and Lounge	674,740
As Reads:	Loading Bridge Fees	481,300
Amended		
To Read	Loading Bridge Fees	581,125
As Reads:	Airline Rentals	2,500,000
Amended		
To Read	Airline Rentals	2,583,275
As Reads:	Gift Shop	273,600
Amended		
To Read	Gift Shop	344,077

As Reads:	Apron Area Rentals	747,000
Amended		
To Read	Apron Area Rentals	812,474
As Reads:	Hangar Rentals	245,700
Amended		
To Read	Hangar Rentals	279,290
As Reads:	Airport & 12 Facilities	297,000
Amended		
To Read	Airport & 12 Facilities	326,687
As Reads:	Fixed Base Operations	183,100
Amended		
To Read	Fixed Base Operations	209,762
As Reads:	Advertising	114,940
Amended		
To Read	Advertising	134,562
As Reads:	Commercial Properties Rentals	300,000
Amended		
To Read	Commercial Properties Rentals	310,027
As Reads:	Cargo Landing Fees	68,800
Amended		
To Read	Cargo Landing Fees	78,684
As Reads:	Rental Car Service Facility Rents	230,000
Amended		
To Read	Rental Car Service Facility Rents	238,735
As Reads:	Cargo Apron Area Rentals	79,600
Amended		
To Read	Cargo Apron Area Rentals	85,875
As Reads:	LEO/TSA Security	100,000
Amended		
To Read	LEO/TSA Security	100,500
As Reads:	RON Ramp	2,500
Amended		
To Read	RON Ramp	2,825
As Reads:	Taxi Permits	110,000
Amended		
To Read	Taxi Permits	103,065
As Reads:	Miscellaneous Revenue	179,182
Amended		
To Read	Miscellaneous Revenue	172,137
As Reads:	Rental Car Customer Facility Charge (Garage)	917,000
Amended		
To Read	Rental Car Customer Facility Charge (Garage)	903,051

As Reads:	TSA Terminal Rental	280,000
Amended		
To Read	TSA Terminal Rental	210,414
As Reads:	Air Carrier Landing Fees	1,000,000
Amended		
To Read	Air Carrier Landing Fees	696,674

DD. INSURANCE RETENTION FUND

	Fund Balance	49,600
As Reads:	Transfer In From Community Maritime Park Mgt Services Fund	49,600
Amended		
To Read	Transfer In From Community Maritime Park Mgt Services Fund	0

EE. SPECIAL ASSESSMENTS FUND

To:	Interest Income	7,065
As Reads:	Special Assessments	100,000
Amended		
To Read	Special Assessments	52,326
As Reads:	Other Non-Operating	100,000
Amended		
To Read	Other Non-Operating	59,391

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

SECTION 3. This resolution shall become effective retroactive to September 30, 2018 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

NOVEMBER 2018 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2018 NO. 18-49

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Estimated Revenues:		
Interest Income	180,173	Increase estimated revenue from Interest Income
Half-Cent Sales Tax	78,100	Increase estimated revenue from Half-Cent Sales Tax
Franchise Fees - Natural Gas	69,322	Increase estimated revenue from Franchise Fees - Natural Gas
Franchise Fees - ECUA	52,381	Increase estimated revenue from Franchise Fees - ECUA
Public Services Tax - ECUA	49,834	Increase estimated revenue from Public Service Taxes - ECUA
State Revenue Sharing - Sales Tax	40,797	Increase estimated revenue from State Revenue Sharing -Sales Tax
Communication Services Tax	38,745	Increase estimated revenue from Communication Service Tax.
Public Services Tax - Natural Gas	24,465	Increase estimated revenue from Public Service Taxes - Natural Gas
Delinquent Ad Valorem Taxes	16,769	Increase estimated revenue from Delinquent Ad Valorem Taxes
Saenger Theatre - Facility Fee	9,264	Increase estimated revenue from Saenger Theatre Facility Fees
State Revenue Sharing - Motor Fuel Tax	7,479	Increase estimated revenue from State Revenue Sharing -Motor Fuel Tax
Local Business Tax - Penalty	6,930	Increase estimated revenue from Local Business Tax Penalties
Miscellaneous Charges For Services	6,628	Increase estimated revenue from Miscellaneous Charges For Services
Public Services Tax - Miscellaneous	5,335	Increase estimated revenue from Public Service Taxes - Miscellaneous
Firefighter Supplemental Compensation	4,012	Increase estimated revenue from Firefighter Supplemental Compensation
Saenger Theatre - Incentive Fee	3,048	Appropriate estimated revenue from Saenger Theatre Incentive Fee
Local Business Tax	2,432	Increase estimated revenue from Local Business Tax
Beverage License Rebate	1,764	Increase estimated revenue from Beverage License Rebates
Fire Permits	1,675	Increase estimated revenue from Fire Permits
Taxi Permits	900	Increase estimated revenue from Taxi Permits
Miscellaneous Fines	550	Increase estimated revenue from Miscellaneous Fines
Swimming Pool Fees	389	Increase estimated revenue from Swimming Pool Fees-Hunter
Mobile Home License Rebate	357	Increase estimated revenue from Mobile Home License Rebates
Current Ad Valorem Taxes	(20)	Decrease estimated revenue from Current Ad Valorem Taxes
Gas Rebate on Municipal Vehicles	(446)	Decrease estimated revenue from Gas Rebate on Municipal Vehicles
Boat Launch Fees	(742)	Decrease estimated revenue from Boat Launch Fees
Special Permits	(2,505)	Decrease estimated revenue from Special Permits
Court Fines	(2,398)	Decrease estimated revenue from Court Fines
Federal Payment In Lieu of Taxes	(3,021)	Decrease estimated revenue from Federal Payment in Lieu of Taxes
Traffic Fines	(5,630)	Decrease estimated revenue from Traffic Fines
ECSD - 911 Calltakers	(4,689)	Decrease estimated revenue from ECSD - 911 Calltakers
Sale of Assets	(15,980)	Decrease estimated revenue from Sale of Assets
Public Services Tax - Electricity	(46,068)	Decrease estimated revenue from Public Service Taxes - Electricity
Franchise Fees - Electricity	(180,698)	Decrease estimated revenue from Franchise Fees - Electricity
Total Revenues	339,152	
Unassigned Fund Balance	(1,610,800)	Decrease Unassigned Fund Balance
Assigned Fund Balance	1,610,800	Increase Assigned Fund Balance (3% of FY 2019 Budgeted Revenues)
Fund Balance	(324,762)	Decrease appropriated Fund Balance
Total Revenues and Fund Balance	14,390	

THE CITY OF PENSACOLA

NOVEMBER 2018 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2018 NO. 18-49

FUND	AMOUNT	DESCRIPTION
Appropriations:		
(1) Non-Departmental		
Other Grants and Aids - Saenger Theatre Capital	12,312	Increase appropriation for Other Grants & Aids-Saenger Theatre Capital
CRA TIF	(12)	Decrease appropriation - CRA TIF
Eastside TIF	(6)	Decrease appropriation - Eastside TIF
Westside TIF	(35)	Decrease appropriation - Westside TIF
(2) Transfers Out		
Transfer to Stormwater Capital Projects Fund	2,131	Increase appropriation for Transfer to Stormwater Capital Projects Fund
Total Appropriations	<u>14,390</u>	
B. TREE PLANTING TRUST FUND		
Estimated Revenues:		
Tree Planting Trust Fund	(5,400)	Decrease estimated revenue from Tree Planting Trust Fund
Total Estimated Revenues	<u>(5,400)</u>	
Fund Balance	(294,600)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>(300,000)</u>	
Appropriations:		
Reserved	(300,000)	Decrease appropriaton for Reserved
Total Appropriations	<u>(300,000)</u>	
C. HOUSING INITIATIVES FUND		
Estimated Revenues:		
Lease Fees	(941)	Decrease estimated revenue from Sale of Assets
Total Estimated Revenues	<u>(941)</u>	
Appropriations:		
Operating Expenses	(941)	Decrease appropriation for Operating Expenses
Total Appropriations	<u>(941)</u>	
D. INNER-CITY HOUSING INITIATIVES FUND		
Fund Balance	(440,000)	Decrease appropriated Fund Balance.
Appropriations:		
Grants & Aids	(440,000)	Decrease appropriation for Grants & Aids
Total Appropriations	<u>(440,000)</u>	
E. SPECIAL GRANTS FUND		
Estimated Revenues:		
Federal Grants	22,302	Increase estimated revenue from Federal Grants
Miscellaneous	22,000	Increase estimated revenue from Miscellaneous
Total Estimated Revenues	<u>44,302</u>	
Appropriations:		
Operating Expenses	44,302	Increase appropriation for Operating Expenses
Total Appropriations	<u>44,302</u>	

THE CITY OF PENSACOLA

NOVEMBER 2018 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2018 NO. 18-49

FUND	AMOUNT	DESCRIPTION
F. LOCAL OPTION GASOLINE TAX FUND		
Estimated Revenues:		
Interest Income	14,151	Increase estimated revenue from Interest Income
Local Option Gasoline Tax	(4,388)	Decrease estimated revenue from Local Option Gasoline Tax
Total Estimated Revenues	9,763	
Fund Balance	(1,379,763)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	(1,370,000)	
Appropriations:		
Transfer Out To LOGT Debt Service Fund	(1,370,000)	Decrease appropriation for Transfer Out To LOGT Debt Service Fund
Total Appropriations	(1,370,000)	
G. COMMUNITY REDEVELOPMENT AGENCY FUND		
Estimated Revenues:		
Interest Income	51,990	Increase estimated revenue from Interest Income
Plaza DeLuna Concession	2,350	Increase estimated revenue from Plaza DeLuna Concession
PSA Reserved Parking	73	Increase estimated revenue from PSA Reserved Parking
Sale of Assets	10	Increase estimated revenue from Sale of Assets
Transfer In From Urban Core Redevelopment Trust Fund	(118)	Decrease estimated revenue from Transfer In From Urban Core Redevelopment Trust Fund
Berth Harbor Revenue	(1,420)	Decrease estimated revenue from Berth Harbor Revenue
Total Estimated Revenues	52,885	
Fund Balance	(52,885)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	0	
H. URBAN CORE REDEVELOPMENT TRUST FUND		
Estimated Revenues:		
Transfer In - City	(12)	Decrease Interfund Transfer From General Fund
Current Ad Valorem Tax - DIB	(19)	Decrease Estimated Revenue From DIB
Current Ad Valorem Tax - County	(87)	Decrease Estimated Revenue From County
Total Estimated Revenues	(118)	
Appropriations:		
Transfer to CRA Fund	(118)	Decrease appropriation for Transfer to CRA Fund
Total Appropriations	(118)	

THE CITY OF PENSACOLA

NOVEMBER 2018 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2018 NO. 18-49

FUND	AMOUNT	DESCRIPTION
I. STORMWATER UTILITY FEE FUND		
Estimated Revenues:		
Interest Income	10,911	Increase estimated revenue from Interest Income
Delinquent Stormwater Fee	1,338	Increase estimated revenue from Delinquent Stormwater Fee
Stormwater Utility Fee	793	Increase estimated revenue from Stormwater Utility Fee
FDOT ROW Maintenance	47	Increase estimated revenue from FDOT ROW Maintenance
Total Estimated Revenues	<u>13,089</u>	
Appropriations:		
Operating Expenses	35,184	Increase appropriation for Operating Expense
Capital Outlay	(22,095)	Decrease appropriation for Capital Outlay (#153 - Volvo Dump Truck Savings)
Total Estimated Revenues	<u>13,089</u>	
J. LAW ENFORCEMENT TRUST FUND		
Estimated Revenues		
Interest Income	1,486	Increase estimated revenue from Interest Income
Charges for Services - Court Related	(1,467)	Decrease estimated revenue from Charges for Services
Total Estimated Revenues	<u>19</u>	
Fund Balance	(19)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>0</u>	
K. GOLF COURSE FUND		
Estimated Revenues		
Tournaments	11,431	Increase estimated revenue from Tournaments
Electric Cart Rental	9,578	Increase estimated revenue from Electric Cart Rentals
Interest Income	454	Appropriate estimated revenue from Interest Income
Golf Concessions	(100)	Decrease estimated revenue from Golf Concessions
Pull Cart Rental	(283)	Decrease estimated revenue from Pull Cart Rental
Driving Range	(2,036)	Decrease estimated revenue from Driving Range
Pro Shop	(2,889)	Decrease estimated revenue from Pro Shop
Capital Improvement Surcharge	(15,946)	Decrease estimated revenue from Capital Improvements Surcharge
Green Fees	(43,058)	Decrease estimated revenue from Green Fees
Total Estimated Revenues	<u>(42,849)</u>	
Fund Balance	42,849	Increase appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>0</u>	
L. EASTSIDE TIF FUND		
Estimated Revenues		
Interest Income	6,943	Increase estimated revenue from Interest Income
Transfer In - City	(6)	Decrease Interfund Transfer From General Fund
Current Ad Valorem Tax - County	(96)	Increase estimated revenue from Interest Income
Total Estimated Revenues	<u>6,841</u>	
Fund Balance	(6,841)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>0</u>	

THE CITY OF PENSACOLA

NOVEMBER 2018 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2018 NO. 18-49

FUND	AMOUNT	DESCRIPTION
M. INSPECTION SERVICES FUND		
Estimated Revenues		
Electrical Permits	26,663	Increase estimated revenue from Electrical Permits
Permit Application Fee	26,055	Increase estimated revenue from Permit Application Fee
Zoning Review & Inspection Fees	22,000	Increase estimated revenue from Zoning Review & Inspection Fees
Plumbing Permits	19,916	Increase estimated revenue from Plumbing Permits
Interest Income	17,574	Increase estimated revenue from Interest Income
Mechanical Permits	14,943	Increase estimated revenue from Mechanical Permits
Gas Permits	7,175	Increase estimated revenue from Gas Permits
DCA/DBPR Surcharge Fee Retainage - 10%	1,095	Increase estimated revenue from DCA/DBPR Surcharge Fee Retainage
Miscellaneous Permits	(974)	Decrease estimated revenue from Miscellaneous Permits
Building Permits	(75,503)	Decrease estimated revenue from Building Permits
Total Estimated Revenues	<u>58,944</u>	
Appropriations		
Operating Expenses	<u>58,944</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>58,944</u>	
N. WESTSIDE TIF FUND		
Estimated Revenues		
Interest Income	884	Increase estimated revenue from Interest Income
Transfer In - City	(35)	Decrease Interfund Transfer From General Fund
Current Ad Valorem Tax - County	(22)	Decrease Estimated Revenue From County
Total Estimated Revenues	<u>827</u>	
Fund Balance	(827)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>0</u>	
O. RECREATION FUND		
Estimated Revenues		
Miscellaneous Revenue	63,070	Appropriate estimated revenue from Miscellaneous Revenue
Interest Income	6,354	Appropriate estimated revenue from Interest Income
City Hall Parking Lot	(28,900)	Decrease estimated revenue from City Hall Parking Lot
User Fees	(106,888)	Decrease estimated revenue from User Fees
Total Estimated Revenues	<u>(66,364)</u>	
Fund Balance	<u>66,364</u>	Increase appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>0</u>	
P. ROGER SCOTT TENNIS CENTER FUND		
Estimated Revenues		
Tennis Agreement Contract	12,242	Increase estimated revenue from Tennis Agreement Contract
Interest Income	668	Increase estimated revenue from Interest Income
Pro Shop	312	Increase estimated revenue from Pro Shop
Total Estimated Revenues	<u>13,222</u>	
Fund Balance	(13,222)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>0</u>	

THE CITY OF PENSACOLA

NOVEMBER 2018 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2018 NO. 18-49

FUND	AMOUNT	DESCRIPTION
Q. COMMUNITY MARITIME PARK MGT SVCS FUND		
Estimated Revenues		
CMP Parking	39,957	Increase estimated revenue from CMP Parking
Donations/Sponsorships	17,950	Appropriate estimated revenue from Donations/Sponsorships
Interest Income	7,060	Appropriate estimated revenue from Interest Income
Use Fee - UWF	10,000	Increase estimated revenue from Use Fee - UWF
Ticketed Events	1,017	Appropriate estimated revenue from Ticketed Events
Vending/Kiosk Sales	500	Increase estimated revenue from Kiosk Sales
Miscellaneous Revenue	164	Appropriate estimated revenue from Miscellaneous Revenue
Variable Ticket Surcharge Non-Baseball	1	Increase estimated revenue from Variable Ticket Surcharge Non-Baseball
Common Area Maintenance	(258)	Decrease estimated revenue from Common Area Maintenance
City Hall Parking	(3,245)	Decrease estimated revenue from City Hall Parking
Variable Attendance Surcharge	(6,650)	Decrease estimated revenue from Variable Attendance Surcharge
Maritime Park Leases	(7,432)	Decrease estimated revenue from Maritime Park Leases
Community Event Concessions	(2,825)	Decrease estimated revenue from Community Event Concessions
CMP Rentals	(16,540)	Decrease estimated revenue from CMP Rentals
Variable Ticket Surcharge	(35,396)	Decrease estimated revenue from Variable Ticket Surcharge
Total Estimated Revenues	<u>4,303</u>	
Fund Balance	<u>(53,903)</u>	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	<u>(49,600)</u>	
Appropriations		
Transfer to Insurance Retention Fund	<u>(49,600)</u>	Decrease appropriation for Transfer to Insurance Retention Fund
Total Appropriations	<u>(49,600)</u>	
R. CRA DEBT SERVICE FUND		
Estimated Revenues		
Interest Income	<u>43,180</u>	Increase estimated revenue from Interest Income
Total Estimated Revenues	<u>43,180</u>	
Fund Balance	<u>(43,180)</u>	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>0</u>	
S. LOGT DEBT SERVICE FUND		
Estimated Revenues		
Interest Income	14,537	Increase estimated revenue from Interest Income
Transfer In From Local Option Gasoline Tax Fund	(1,370,000)	Decrease estimates revenue from Transfer In From Local Option Gasoline Tax Fund
Total Estimated Revenues	<u>(1,355,463)</u>	
Fund Balance	<u>1,355,463</u>	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>0</u>	

THE CITY OF PENSACOLA

NOVEMBER 2018 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2018 NO. 18-49

FUND	AMOUNT	DESCRIPTION
T. LOCAL OPTION SALES TAX FUND		
Estimated Revenues		
Interest Income	34,754	Appropriate estimated revenue from Interest Income
Local Option Sales Tax	639,874	Increase estimated revenue from Local Option Sales Tax
Total Estimated Revenues	674,628	
Fund Balance	(11,827,840)	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	(11,153,212)	
Appropriations		
Non-Operating	(11,153,212)	Decrease in appropriaton for Non-Operating
	(11,153,212)	
U. LOGT SERIES 2016 PROJECT FUND		
Estimated Revenues		
Interest Income	2,645	Appropriate estimated revenue from Interest Income
Total Estimated Revenues	2,645	
Appropriations		
Capital Outlay	2,645	Increase appropriation for Capital Outlay
Total Appropriations	2,645	
V. CRA SERIES 2017 PROJECT FUND		
Estimated Revenues		
Interest Income	144,473	Appropriate estimated revenue from Interest Income
Total Estimated Revenues	144,473	
Fund Balance	(144,473)	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	0	
W. LOST SERIES 2017 PROJECT FUND		
Estimated Revenues		
Interest Income	215,386	Appropriate estimated revenue from Interest Income
Total Estimated Revenues	215,386	
Fund Balance	(1,390,282)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	(1,174,896)	
Appropriations		
Non-Operating	(1,174,896)	Decrease appropriation for Non-Operating
Total Appropriations	(1,174,896)	
X. DEEPWATER HORIZON INCIDENT FUND		
Estimated Revenues		
Interest Income	527	Appropriate estimated revenue from Interest Income
Total Estimated Revenues	527	
Appropriations		
Capital Outlay	527	Increase appropriaton for Capital Outlay
	527	

THE CITY OF PENSACOLA

NOVEMBER 2018 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2018 NO. 18-49

FUND	AMOUNT	DESCRIPTION
Y. STORMWATER CAPITAL PROJECTS FUND		
Estimated Revenues		
Interest Income	56,574	Increase estimated revenue from Interest Income
Transfer in From General Fund	2,131	Increase estimated revenue from Transfer In From General Fund
Total Estimated Revenues	<u>58,705</u>	
Appropriations		
Capital Outlay	58,705	Increase appropriation for Capital Outlay (SW Vaults City-Wide)
Total Appropriations	<u>58,705</u>	
Z. GAS UTILITY FUND		
Estimated Revenues:		
Interruptible User Fees	1,341,919	Increase estimated revenue from Interruptible User Fees
IRS Alternative Fuel Credit	634,167	Appropriate estimated revenue from IRS Alternative Fuel Credit
CNG Revenue	287,561	Increase estimated revenue from CNG Revenue
Interest Income	203,980	Increase estimated revenue from Interest Income
Sale of Assets	29,460	Appropriate estimated revenue from Sale of Assets
Municipal User Fees	2,796	Increase estimated revenue from Municipal User Fees
New Accounts/Turn-On Fees	(11,871)	Decrease estimated revenue from New Accounts/Turn-On Fees
Miscellaneous Gas Charges	(113,821)	Decrease estimated revenue from Miscellaneous Gas Charges
Infrastructure Cost Recovery	(264,721)	Decrease estimated revenue from Infrastructure Cost Recovery
Commercial User Fees	(301,481)	Decrease estimated revenue from Commercial User Fees
Residential User Fees	(643,075)	Decrease estimated revenue from Residential User Fees
Transportation User Fees	(1,239,670)	Decrease estimated revenue from Transportation User Fees
Total Estimated Revenues	<u>(74,756)</u>	
Appropriations:		
Operating Expenses	(74,756)	Decrease appropriation for Operating Expenses
Total Appropriations	<u>(74,756)</u>	
AA. SANITATION FUND		
Estimated Revenues:		
Miscellaneous Revenue	322,577	Increase estimated revenue from Miscellaneous Revenue
Residential Refuse Container Charges	144,016	Increase estimated revenue from Residentail Refuse Container Charges
Interest Income	21,932	Increase estimated revenue from Interest Income
Sanitation Equipment Surcharge	9,195	Increase estimated revenue from Sanitation Equipment Surcharge
Bulk Item Collection Charges	5,303	Increase estimated revenue from Bulk Item Collection Charges
Zoning/Housing Code Enforcement	(1,500)	Decrease estimated revenue from Zoning/Housing Code Enforcement
Lot Cleaning	(1,598)	Decrease estimated revenue from Lot Cleaning
Sale of Assets	(4,929)	Decrease estimated revenue from Sale of Assets
New Accounts/Transfer Fees	(6,020)	Decrease estimated revenue from New Accounts/Transfer Fees
Business Refuse Container Charges	(15,202)	Decrease estimated revenue from Business Refuse Container Charges
Code Enforcement Violations	(15,905)	Decrease estimated revenue from Code Enforcement Violations
Landfill Fees	(78,634)	Decrease estimated revenue from Landfill Fees
Fuel Surcharge	(107,576)	Decrease estimated revenue from Fuel Surcharge
Franchise Fees	(233,522)	Decrease estimated revenue from Franchise Fees
Total Estimated Revenues	<u>38,137</u>	
Fund Balance	(38,137)	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	<u>0</u>	

THE CITY OF PENSACOLA

NOVEMBER 2018 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2018 NO. 18-49

FUND	AMOUNT	DESCRIPTION
BB. PORT FUND		
Estimated Revenues:		
Cedar Street Lease Parking Lot	65,760	Appropriate estimated revenue from Cedar Street Lease Parking Lot
Wharfage	33,448	Increase estimated revenue from Wharfage
Miscellaneous/Billed	18,765	Increase estimated revenue from Miscellaneous/Billed
Interior Lighting	6,445	Increase estimated revenue from Interior Lighting
Water Sales	(2,524)	Decrease estimated revenue from Water Sales
Harbor Fees	(2,566)	Decrease estimated revenue from Harbor Fees
Stevedore Fees	(13,399)	Decrease estimated revenue from Stevedore Fees
Storage	(11,682)	Decrease estimated revenue from Storage
Handling	(18,416)	Decrease estimated revenue from Handling
Property Rental	(31,868)	Decrease estimated revenue from Property Rental
Security Fees	(36,611)	Decrease estimated revenue from Security Fees
Dockage	(304,926)	Decrease estimated revenue from Dockage
Total Estimated Revenues	(297,574)	
Fund Balance	297,574	Increase appropriated Fund Balance
Total Estimated Revenues and Fund Balance	0	
CC. AIRPORT FUND		
Estimated Revenues:		
Parking Lot	934,906	Increase estimated revenue from Parking Lot
Rental Cars	650,317	Increase estimated revenue from Rental Cars
Interest Income	443,919	Increase estimated revenue from Interest Income
Baggage Handling System	326,437	Increase estimated revenue from Baggage Handling System
CFC - Rental Car Service Facility	296,035	Increase estimated revenue from CFC - Rental Car Service Facility
Restaurant and Lounge	116,035	Increase estimated revenue from Restaurant and Lounge
Loading Bridge Fees	99,825	Increase estimated revenue from Loading Bridge Fees
Airline Rentals	83,275	Increase estimated revenue from Airline Rentals
Gift Shop	70,477	Increase estimated revenue from Gift Shop
Apron Area Rentals	65,474	Increase estimated revenue from Apron Area Rentals
Hangar Rentals	33,590	Increase estimated revenue from Hangar Rentals
Airport & 12th Facilities	29,687	Increase estimated revenue from Commerce Park
Fixed Base Operations	26,662	Increase estimated revenue from Fixed Base Operations
Advertising	19,622	Increase estimated revenue from Advertising
Commercial Properties Rentals	10,027	Increase estimated revenue from Commercial Properties Rentals
Cargo Landing Fees	9,884	Increase estimated revenue from Cargo Landing Fees
Rental Car Service Facility Rents	8,735	Increase estimated revenue from Rental Car Service Facility Rents
Cargo Apron Area Rentals	6,275	Increase estimated revenue from Cargo Apron Area Rentals
LEO/TSA Security	500	Increase estimated revenue from LEO/TSA Security
RON Ramp	325	Increase estimated revenue from RON Ramp
Taxi Permits	(6,935)	Decrease estimated revenue from Taxi Permits
Miscellaneous Revenue	(7,045)	Decrease estimated revenue from Miscellaneous Revenue
Rental Car Customer Facility Charge (Garage)	(13,949)	Decrease estimated revenue from Rental Car Cust Fac Chg (Garage)
TSA Terminal Rental	(69,586)	Decrease estimated revenue from TSA Terminal Rental
Air Carrier Landing Fees	(303,326)	Decrease estimated revenue from Air Carrier Landing Fees
Total Estimated Revenues	2,831,166	
Fund Balance	(2,831,166)	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	0	

THE CITY OF PENSACOLA

NOVEMBER 2018 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2018 NO. 18-49

FUND	AMOUNT	DESCRIPTION
DD. INSURANCE RETENTION FUND		
Estimated Revenues:		
Transfer In From Community Maritime Park Management Servi	(49,600)	Decrease estimated revenue from Transfer In From Community Maritime Park Management Services Fund
Total Estimated Revenues	(49,600)	
Fund Balance	49,600	Increase appropriated Fund Balance
Total Estimated Revenues and Fund Balance	0	
EE. SPECIAL ASSESSMENTS FUND		
Estimated Revenues:		
Interest Income	7,065	Appropriate estimated revenue from Interest Income
Special Assessments	(47,674)	Decrease estimated revenue from Special Assessments
Total Estimated Revenues	(40,609)	
Appropriations:		
Other Non-Operating	(40,609)	Decrease appropriation for Other Non-Operating
Total Appropriations	(40,609)	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-50

City Council

11/8/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 18-50 - FY 2019 NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 18-50.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Purchase orders carried forward were separated from other appropriations to be carried forward in a separate resolution. The attached unencumbered carryover budget resolution includes appropriations for the following:

- Items budgeted in FY 2018 but not purchased or encumbered

For various reasons certain items that were budgeted in FY 2018 were not purchased or encumbered. The unexpended appropriations are carried forward to the new fiscal year so that these items can be purchased.

A balance of \$85,711 remained at the end of FY 2018 within the City Council Discretionary Fund and is being carried forward to FY 2019.

Additionally, balances remaining for the MBE Program, Pensacola Neighborhood Challenge Grants, Parks and Recreation, Saenger Theatre Capital Projects, Homeless Initiatives, Fair Housing, Housing Initiatives Fund, Inner-City Housing Initiatives Fund, Special Grants Fund, Community Redevelopment Agency Fund, Section 8 Housing Assistance Fund, Law Enforcement Trust Fund, Natural Disaster Fund, Eastside TIF Fund, Westside TIF Fund, Local Option Sales Tax Fund, CRA Capital Projects Fund, LOST Series 2017 Project Fund, Stormwater Capital Projects Fund, Gas Utility Fund, Port Fund, Airport Fund, Technology Resources and Central Garage projects are being carried forward.

- Items to be purchased with additional unexpended FY 2018 appropriations

In some instances, departments have requested that unexpended appropriations be used to fund items that were not anticipated at the time the FY 2019 budget was prepared. Sufficient unexpended FY 2018 appropriations are available to fund these requests.

An additional \$48,000 has been appropriated within Parks and Recreation to resurface the tennis courts at both Bayview Park and Hollice T. Williams Park.

An EPA grant was received for the Brownsfield cleanup of submerged land at the 300 W. Main street location. As part of that grant, the City is required to provide a 20% match. At the time it was assumed that the EPA would accept in-kind costs towards the match. However, it has been determined that they will not accept in-kind matching. Therefore, \$50,000 has been appropriated within Parks and Recreation to provide the City's 20% match for the grant.

Within Public Works \$7,000 has been appropriated to replace the sound system in the Hagler/Mason Conference Room. The existing sound system will be moved to the Whibbs Conference Room, which is in need of replacement. Also within Public Works \$25,000 has been appropriated to provide funding to replace light poles damaged throughout the year.

Historically, Intersection Improvements and Sidewalk Repairs have been budgeted in the Local Option Sales Tax Fund. However, it has been determined that the majority of the work is not LOST eligible. Therefore, \$100,000 has been appropriated for Intersection Improvements and \$200,000 has been appropriated for Sidewalk Repairs. An additional \$212,775 remaining from FY 2018 has also been carried forward for Sidewalk Repairs in Public Works.

Within the Non-Departmental budget in the General Fund \$12,000 has been appropriated for funding for BRACE as approved by City Council during the Tentative Public Hearing on the FY 2019 Budget.

During the Public Hearings on the FY 2019 Budget, City Council approved moving \$90,000 from General Athletic Facilities Improvements to Parker Circle Park. At the end of FY 2019, additional revenue from both the Local Option Sales Tax and Interest Income to provide sufficient funding to re-appropriate the \$90,000 in General Athletic Facilities Improvements. Additionally, at the October 11, 2018 City Council Meeting, City Council approved moving \$200,000 from City Hall Parking Lot Improvements to the Skateboard Park. The additional revenue previously mentioned will allow for the City Hall Parking Lot Improvements project to be funded at \$200,000 in FY 2021. While, the funds received through the Studer Option Agreement were originally identified to fund the City Hall Parking Lot Improvements, it is the intent of the Master Lease Agreement for the development of the Park that all revenue generated at the Maritime Park be used to fund the operating, maintenance and capital cost of the Park.

At the end of FY 2018, appropriations of \$242,123 were remaining in the Pavement Management Program in the Local Option Sales Tax Fund. That amount, plus the remaining \$257,877 from the aforementioned additional revenue received in FY 2018 will be appropriated in the FY 2023 Budget to provide an additional \$500,000 for the Pavement Management Program which was previously only

funded through FY 2022.

Within the Sanitation Fund an additional \$255,622 has been appropriated for the purchase of two new Knuckleboom Trucks. The existing trucks have begun to require extensive maintenance.

Technology Resources, in conjunction with the Port, applied for a Port Grant for 2019 to purchase a FireEye Firewall Replacement and Network Upgrades which are no longer under warranty and require replacement to maintain and safeguard the network. Unfortunately, the Port Grant was not awarded and appropriations for the purchase of these two items have been included on the resolution.

The amount appropriated for the renovation of the Central Garage Facility were originally at \$350,000 and has been included in the FY 2019 Budget. However, the estimates from the architect have indicated that amount will not be sufficient to complete the renovations. Therefore, an additional \$116,700 has been appropriated for the renovation of the Central Garage Facility.

- Appropriation of fund balance

Fund balance is appropriated as necessary to cover the planned expenditures noted above.

- Changes in revenue estimates

The appropriation for the Special Assessments Fund is being made to provide funding for demolition of various structures.

PRIOR ACTION:

September 19, 2018 - City Council formally adopted a beginning FY 2019 Budget on Budget Resolution No. 18-40.

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the supplemental budget resolution are covered by fund balances, shifts in expenses or changes in revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2019.

CITY ATTORNEY REVIEW: Yes

10/26/2018

STAFF CONTACT:

Keith Wilkins, City Administrator

Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 18-50
- 2) Supplemental Budget Explanation No. 18-50

PRESENTATION: No

**RESOLUTION
NO. 18-50**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. GENERAL FUND

Fund Balance		1,291,854
To:	Saenger Theatre Incentive Fee	30,000
1) City Council		
As Reads:	Operating Expenses	549,425
Amended		
To Read	Operating Expenses	635,136
2) City Attorney		
As Reads:	Personal Services	435,500
Amended		
To Read	Personal Services	485,500
3) Financial Services		
As Reads:	Operating Expenses	427,818
Amended		
To Read	Operating Expenses	442,347
4) Planning Services		
To:	Grants & Aids	20,964
As Reads:	Operating Expenses	286,000
Amended		
To Read	Operating Expenses	393,411
5) Parks & Recreation		
As Reads:	Operating Expenses	3,141,350
Amended		
To Read	Operating Expenses	3,269,350

6) Public Works		
As Reads:	Operating Expenses	3,263,763
Amended		
To Read	Operating Expenses	3,808,538
7) Non-Departmental		
To:	Other Grants and Aids - Homeless Initiatives	83,720
To:	Other Grants and Aids - BRACE	12,000
As Reads:	Other Grants and Aids - Fair Housing	79,000
Amended		
To Read	Other Grants and Aids - Fair Housing	98,750
As Reads:	Other Grants and Aids - Saenger Theatre Capital	90,441
Amended		
To Read	Other Grants and Aids - Saenger Theatre Capital	355,435
B. HOUSING INITIATIVES FUND		
	Fund Balance	146,518
To:	Personal Services	25,000
To:	Operating Expenses	121,518
C. INNER-CITY HOUSING INITIATIVES FUND		
	Fund Balance	440,489
To:	Other Grants and Aids	440,489
D. SPECIAL GRANTS FUND		
To:	State Grants	458,998
As Reads:	Miscellaneous	116,219
Amended		
To Read:	Miscellaneous	1,145,943
As Reads:	Federal Grants	650,794
Amended		
To Read:	Federal Grants	1,673,407
As Reads:	Personal Services	82,000
Amended		
To Read:	Personal Services	193,684

As Reads:	Operating Expenses	228,948
Amended		
To Read:	Operating Expenses	436,375
As Reads:	Capital Outlay	347,265
Amended		
To Read:	Capital Outlay	2,389,489
As Reads:	Grants & Aids	108,800
Amended		
To Read:	Grants & Aids	258,800

E. COMMUNITY REDEVELOPMENT AGENCY FUND

	Fund Balance	3,527,262
As Reads:	Operating Expenses	2,348,929
Amended		
To Read:	Operating Expenses	5,195,192
As Reads:	Grants & Aids	120,000
Amended		
To Read:	Grants & Aids	800,999

F. SECTION 8 HOUSING ASSISTANCE FUND

	Fund Balance	152,246
As Reads:	Operating Expenses	16,580,424
Amended		
To Read:	Operating Expenses	16,724,670
As Reads:	Capital Outlay	8,000
Amended		
To Read:	Capital Outlay	16,000

G. LAW ENFORCEMENT TRUST FUND

	Fund Balance	62,163
To:	Capital Outlay	9,229
As Reads:	Operating Expenses	497
Amended		
To Read:	Operating Expenses	53,431

H. NATURAL DISASTER FUND

	Fund Balance	74,128
As Reads:	Federal Grants	39,529
Amended		
To Read:	Federal Grants	1,946,126
To:	Operating Expenses	74,128
As Reads:	Capital Outlay	39,529
Amended		
To Read:	Capital Outlay	1,946,126

I. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND

	Fund Balance	544,559
To:	Grants and Aids	300,000
As Reads:	Operating Expenses	40,600
Amended		
To Read:	Operating Expenses	285,159

J. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND

	Fund Balance	71,178
To:	Grants & Aids	60,000
As Reads:	Operating Expenses	22,550
Amended		
To Read:	Operating Expenses	33,728

K. RECREATION FUND

	Fund Balance	32,500
As Reads:	Operating Expenses	306,781
Amended		
To Read:	Operating Expenses	339,281

L. LOCAL OPTION SALES TAX FUND

	Fund Balance	3,850,356
As Reads:	Capital Outlay	17,727,722
Amended		
To Read:	Capital Outlay	21,578,078

M. CRA CAPITAL PROJECTS FUND

	Fund Balance	11,113,384
To:	Operating Expenses	138,065
As Reads: Amended	Capital Outlay	871,339
To Read:	Capital Outlay	11,846,658

N. LOST SERIES 2017 PROJECT FUND

	Fund Balance	11,037,206
As Reads: Amended	Capital Outlay	5,546,682
To Read:	Capital Outlay	16,583,888

O. STORMWATER CAPITAL PROJECTS FUND

	Fund Balance	4,388,597
As Reads: Amended	Operating Expenses	625,693
To Read:	Operating Expenses	1,711,030
As Reads: Amended	Capital Outlay	2,838,793
To Read:	Capital Outlay	6,142,053

P. GAS UTILITY FUND

	Fund Balance	2,233,381
As Reads: Amended	Personal Services	8,859,200
To Read:	Personal Services	9,001,684
As Reads: Amended	Operating Expenses	33,776,667
To Read:	Operating Expenses	35,726,564
As Reads: Amended	Capital Outlay	1,146,498
To Read:	Capital Outlay	1,287,498

Q. SANITATION FUND

	Fund Balance	255,622
As Reads: Amended	Capital Outlay	1,523,806
To Read:	Capital Outlay	1,779,428

R. PORT FUND

As Reads: Amended	State Grants	879,917
To Read:	State Grants	3,873,563
As Reads: Amended	Capital Outlay	826,513
To Read:	Capital Outlay	3,820,159

S. AIRPORT FUND

	Fund Balance	482,368
As Reads: Amended	State Grant Revenue	751,500
To Read:	State Grant Revenue	11,329,217
As Reads: Amended	Operating Expenses	11,164,201
To Read:	Operating Expenses	12,768,073
As Reads: Amended	Capital Outlay	11,414,880
To Read:	Capital Outlay	22,628,193
As Reads: Amended	Principal Payment	12,838,900
To Read:	Principal Payment	11,081,800

T. CENTRAL SERVICES FUND

As Reads: Amended	Charges for Services - Technology Resources	2,678,850
To Read:	Charges for Services - Technology Resources	2,976,525
As Reads: Amended	Charges for Services - Central Garage	1,483,846
To Read:	Charges for Services - Central Garage	1,620,546

(1) Technology Resources

As Reads:	Capital Outlay	227,386
Amended		
To Read:	Capital Outlay	525,061

(2) Central Garage

As Reads:	Capital Outlay	37,190
Amended		
To Read:	Capital Outlay	173,890

W. SPECIAL ASSESSMENTS FUND

To:	Special Assessments	100,000
To:	Other Non-Operating	100,000

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

NOVEMBER 2018 UNENCUMBERED CARRYOVER RESOLUTION NO. 18-50

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Estimated Revenues		
Saenger Theatre - Incentive Fee	30,000	Appropriate funding for Saenger Theatre Incentive Fee
Total Revenues	30,000	
Fund Balance	1,066,860	Increase appropriated fund balance - FY 2018 Departmental Carryforward
Sub-Total Fund Balance	1,066,860	
Fund Balance	234,994	Increase appropriated fund balance - Saenger Theatre
Total Revenues & Fund Balance	1,331,854	
Appropriations		
(1) City Council		
Operating Expenses	85,711	Increase appropriation for Operating Expenses - FY 2018 Carryforward
(2) City Attorney		
Personal Services	50,000	Increase appropriation for Personal Services
(3) Financial Services		
Operating Expenses	14,529	Increase appropriation for Operating Expenses - FY 2018 Carryforward
(4) Planning Services		
Operating Expenses	107,411	Increase appropriation for Operating Expenses - FY 2018 Carryforward
Grants & Aids	20,964	Appropriate funding for Grants & Aids (PNC) - FY 2018 Carryforward
(5) Parks & Recreation		
Operating Expenses	128,000	Increase appropriation for Operating Expenses
(6) Public Works		
Operating Expenses	544,775	Increase appropriation for Operating Expenses
(7) Non-Departmental		
Grants and Aids - Saenger Theatre	264,994	Increase appropriation - Saenger Capital Purchases - FY 2018 Carryforward
Grants and Aids - Homeless Initiatives	83,720	Appropriate funding for Homeless Initiatives - FY 2018 Carryforward
Grants and Aids - Fair Housing	19,750	Increase appropriation - Fair Housing (HRC)
Grants and Aids - BRACE	12,000	Appropriate funding for BRACE - Approved at Tentative Public Hearing
Total Appropriations	1,331,854	

THE CITY OF PENSACOLA

NOVEMBER 2018 UNENCUMBERED CARRYOVER RESOLUTION NO. 18-50

FUND	AMOUNT	DESCRIPTION
B. HOUSING INITIATIVES FUND		
Fund Balance	<u>146,518</u>	Increase appropriated fund balance
Appropriations		
Personal Services	25,000	Appropriate funding for Personal Services - FY 2018 Carryforward
Operating Expenses	<u>121,518</u>	Appropriate funding for Operating Expenses - FY 2018 Carryforward
Total Appropriations	<u>146,518</u>	
C. INNER-CITY HOUSING INITIATIVES FUND		
Fund Balance	<u>440,489</u>	Increase appropriated fund balance
Appropriations		
Grants & Aids	<u>440,489</u>	Appropriate funding for Operating Expenses - FY 2018 Carryforward
Total Appropriations	<u>440,489</u>	
D. SPECIAL GRANTS FUND		
Estimated Revenues		
Miscellaneous	1,029,724	Increase estimated revenue from Miscellaneous Revenue
Federal Grants	1,022,613	Increase estimated revenue for Federal Grants
State Grants	<u>458,998</u>	Appropriate estimated revenue from State Grants
Total Estimated Revenues	<u>2,511,335</u>	
Appropriations		
Personal Services	111,684	Increase appropriation for Personal Services - FY 2018 Carryforward
Operating Expenses	207,427	Increase appropriation for Operating Expenses - FY 2018 Carryforward
Capital Outlay	2,042,224	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Grants & Aids	<u>150,000</u>	Increase appropriation for Grants & Aids - FY 2018 Carryforward
Total Appropriations	<u>2,511,335</u>	
E. CRA FUND		
Fund Balance	<u>3,527,262</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	2,846,263	Increase appropriation for Operating Expenses - FY 2018 Carryforward
Grants & Aids	<u>680,999</u>	Increase appropriation for Grants & Aids - FY 2018 Carryforward
Total Appropriations	<u>3,527,262</u>	

THE CITY OF PENSACOLA

NOVEMBER 2018 UNENCUMBERED CARRYOVER RESOLUTION NO. 18-50

FUND	AMOUNT	DESCRIPTION
F. SECTION 8 HOUSING ASSISTANCE FUND		
Fund Balance	<u>152,246</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	144,246	Increase appropriation for Operating Expenses - FY 2018 Carryforward
Capital Outlay	<u>8,000</u>	Increase appropriation for Capital Outlay (HVAC System) - FY 2018 Carryforward
Total Appropriations	<u>152,246</u>	
G. LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>62,163</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	52,934	Increase appropriation for Operating Expenses - FY 2018 Carryforward
Capital Outlay	<u>9,229</u>	Appropriate funding for Capital Outlay - FY 2018 Carryforward
Total Appropriations	<u>62,163</u>	
H. NATURAL DISASTER FUND		
Estimated Revenues		
Federal Grants	<u>1,906,597</u>	Increase estimated revenue from Federal Grants
Total Estimated Revenues	<u>1,906,597</u>	
Fund Balance	<u>74,128</u>	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>1,980,725</u>	
Appropriations		
Operating Expenses	74,128	Appropriate funding for Operating Expenses - FY 2018 Carryforward
Capital Outlay	<u>1,906,597</u>	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Total Appropriations	<u>1,980,725</u>	
I. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	<u>544,559</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	244,559	Increase appropriation for Operating Expenses - FY 2018 Carryforward
Grants and Aids	<u>300,000</u>	Appropriate Funding for Grants and Aids - FY 2018 Carryforward
Total Appropriations	<u>544,559</u>	

THE CITY OF PENSACOLA

NOVEMBER 2018 UNENCUMBERED CARRYOVER RESOLUTION NO. 18-50

FUND	AMOUNT	DESCRIPTION
J. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	<u>71,178</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	11,178	Increase appropriation for Operating Expenses - FY 2018 Carryforward
Grants and Aids	<u>60,000</u>	Appropriate Funding for Grants and Aids - FY 2018 Carryforward
Total Appropriations	<u>71,178</u>	
K. RECREATION FUND		
Fund Balance	<u>32,500</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>32,500</u>	Increase appropriation for Operating Expenses - FY 2018 Carryforward
Total Appropriations	<u>32,500</u>	
L. LOCAL OPTION SALES TAX FUND		
Fund Balance	438,205	Increase appropriated fund balance - Penny for Progress (PFP)
Fund Balance	<u>3,412,383</u>	Increase appropriated fund balance - LOST IV
Total Estimated Revenues and Fund Balance	<u>3,850,588</u>	
Appropriations		
PFP - 113 N. "C" Street	60,000	Increase appropriation - FY 2018 Carryforward - PFP
PFP - American Creosote	30,000	Increase appropriation - FY 2018 Carryforward - PFP
PFP - Parks & Rec - Cobb Center	78,356	Increase appropriation - FY 2018 Carryforward - PFP
PFP - Parks & Rec - Gull Point	38,913	Increase appropriation - FY 2018 Carryforward - PFP
PFP - Parks & Rec - Lions Park	936	Increase appropriation - FY 2018 Carryforward - PFP
PFP - T/R Network System Server	230,000	Increase appropriation - FY 2018 Carryforward - PFP
LOST IV - 800 Mhz	22,622	Increase appropriation - FY 2018 Carryforward - LOST IV
LOST IV - Aviation Park	516	Increase appropriation - FY 2018 Carryforward - LOST IV
LOST IV - Bayview Park	13,882	Increase appropriation - FY 2018 Carryforward - LOST IV
LOST IV - Corinne Jones Park	4,813	Increase appropriation - FY 2018 Carryforward - LOST IV
LOST IV - Economic Development Initiatives (Port Matching)	1,000,000	Increase appropriation - FY 2018 Carryforward - LOST IV
LOST IV - Fricker Center	154,264	Increase appropriation - FY 2018 Carryforward - LOST IV
LOST IV - General Athletic Facilities Improvements	90,000	Replenish Amount Transferred to Parker Circle
LOST IV - General Park Improvements	11,396	Increase appropriation - FY 2018 Carryforward - LOST IV
LOST IV - Gull Point	76,355	Increase appropriation - FY 2018 Carryforward - LOST IV
LOST IV - Intersection Improvements	200,000	Increase appropriation - FY 2018 Carryforward - LOST IV
LOST IV - Legion Field	16,869	Increase appropriation - FY 2018 Carryforward - LOST IV

THE CITY OF PENSACOLA

NOVEMBER 2018 UNENCUMBERED CARRYOVER RESOLUTION NO. 18-50

FUND	AMOUNT	DESCRIPTION
LOST IV - Maritime Park	16,434	Increase appropriation - FY 2018 Carryforward - LOST IV
LOST IV - Park Sidewalk Improvements	5,000	Increase appropriation - FY 2018 Carryforward - LOST IV
LOST IV - Sidewalk Improvements	300,000	Increase appropriation - FY 2018 Carryforward - LOST IV
LOST IV - West Cervantes Street Corridor	1,500,000	Increase appropriation - FY 2018 Carryforward - LOST IV
Total Appropriations	<u>3,850,356</u>	
M. CRA CAPITAL PROJECTS FUND		
Fund Balance	<u>11,113,384</u>	Increase appropriated fund balance
Appropriations		
Urban Core		
Ferry Grant Construction	138,065	Appropriate funding for Operating Expenses - FY 2018 Carryforward
Affordable Housing - Infill	986,344	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Devilliers St. Rehabilitation	2,200,000	Increase appropriation for Capital Outlay - FY 2018 Carryforward
"A" St. Revitalization	1,100,000	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Reus St. Revitalization	2,346,095	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Jefferson St. Complete Street Work	193,769	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Eastside TIF		
Affordable Housing - Infill	76,985	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Overflow Parking - Chappie James	415,788	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Bldg Improvement - Chappie James	12,226	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Affordable Housing - Infill (Interest Earnings)	6,165	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Westside TIF		
Moreno Stormwater Park	2,359	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Affordable Housing - Infill	568,029	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Acquisition Lee St/W Moreno Stormwater Park	600,000	Increase appropriation for Capital Outlay - FY 2018 Carryforward
"G" Street Land	19,700	Increase appropriation for Capital Outlay - FY 2018 Carryforward
"A" St. Revitalization	1,100,000	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Lee St./W Moreno Stormwater Park	1,301,905	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Affordable Housing - Infill (Interest Earnings)	45,954	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Total Appropriations	<u>11,113,384</u>	

THE CITY OF PENSACOLA

NOVEMBER 2018 UNENCUMBERED CARRYOVER RESOLUTION NO. 18-50

FUND	AMOUNT	DESCRIPTION
N. LOST SERIES 2017 PROJECT FUND		
Fund Balance	<u>11,037,206</u>	Increase appropriated fund balance
Appropriations		
LOST IV - Armstrong Park	106,245	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - Bayview Resource Center	6,987,578	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - Bayview Senior Center	28,068	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - Burgess Road	1,640,000	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - City-Wide ADA Improvements	50,000	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - Fire Training Simulator	93,719	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - Fire Station #3	420,142	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - Hitzman Park	126,392	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - Jefferson Street Lighting	422,942	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - Mallory Heights Park #2	130,047	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - Morris Court Park	266,379	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - Osceola Golf Course	22,860	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - Police - Marked Vehicles	188,423	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - Police - Mobile Data Terminals	18,509	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - Police Unmarked Vehicles	15,784	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - Roger Scott Tennis Center	471,975	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - Sanders Beach Park	11,868	Increase appropriation for Capital Outlay - FY 2018 Carryforward
LOST IV - Upgrade HVAC Controls for City Hall	<u>36,275</u>	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Total Appropriations	<u>11,037,206</u>	
O. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	<u>4,388,597</u>	Increase appropriated fund balance
Appropriations		
"A" St Pipe Rehab (Main to Govt)	103,472	Increase appropriation - FY 2018 Carryforward
19th/Blackshear Outfall at Bayou Texar	158,917	Increase appropriation - FY 2018 Carryforward
Bayou Chico Channel Dredging (Eastern)	400,000	Increase appropriation - FY 2018 Carryforward
Bayou Chico Stormwater - NFWF Donation	13,133	Increase appropriation - FY 2018 Carryforward
Bayou Texar Channel Dr	144,800	Increase appropriation - FY 2018 Carryforward
Bayou Texar O/F - E.Cross-Yates-Esc-Osceola	63,754	Increase appropriation - FY 2018 Carryforward
Bayou Texar O/F - Raintree-Stow-Menendez	355,043	Increase appropriation - FY 2018 Carryforward
Bayou Texar O/F - Texar-17th-18th	32,275	Increase appropriation - FY 2018 Carryforward
Bill Gregory Park Outfall @ Bayou Chico	55,436	Increase appropriation - FY 2018 Carryforward

THE CITY OF PENSACOLA

NOVEMBER 2018 UNENCUMBERED CARRYOVER RESOLUTION NO. 18-50

FUND	AMOUNT	DESCRIPTION
Clematis Street @ Carpenter Creek	95,644	Increase appropriation - FY 2018 Carryforward
Davis Hwy @ Carpenters Creek (North)	68,140	Increase appropriation - FY 2018 Carryforward
Emergency Watershed Prot Grant	294,510	Increase appropriation - FY 2018 Carryforward
Fisher Street & 11th Ave Pond Rehave	17,600	Increase appropriation - FY 2018 Carryforward
Government St. At Corinne Jones Park	31,201	Increase appropriation - FY 2018 Carryforward
Grant Match Funding	341,934	Increase appropriation - FY 2018 Carryforward
Land Acquisition Retention Pond Sites	150,000	Increase appropriation - FY 2018 Carryforward
North-Bayou Chico Stwr Outfall Retrofits	178,408	Increase appropriation - FY 2018 Carryforward
NPDES	85,539	Increase appropriation - FY 2018 Carryforward
Scenic Heights Discharge (Langley)	583,125	Increase appropriation - FY 2018 Carryforward
South-Bayou Chico Stwr Outfall Retrofits	58,257	Increase appropriation - FY 2018 Carryforward
Spanish Trail Retention Pond	204,851	Increase appropriation - FY 2018 Carryforward
Stormwater Maintenance	262,753	Increase appropriation - FY 2018 Carryforward
Stormwater Master Plan Update	124,309	Increase appropriation - FY 2018 Carryforward
Stormwater Small Repair Projects	165,072	Increase appropriation - FY 2018 Carryforward
Stormwater Vaults City-Wide	213,236	Increase appropriation - FY 2018 Carryforward
Water Quality Eval - Bayous Chico & Texar	25,000	Increase appropriation - FY 2018 Carryforward
Woodcliff @ Livingston Outfall to Bay	162,188	Increase appropriation - FY 2018 Carryforward
Total Appropriations	<u>4,388,597</u>	
P. GAS UTILITY FUND		
Fund Balance	2,094,181	Increase appropriated fund balance - Bond Construction
Fund Balance	<u>139,200</u>	Increase appropriated fund balance - Operations
Total Estimated Revenues and Fund Balance	<u>2,233,381</u>	
Appropriations		
Operations & Maintenance		
Capital Outlay	139,200	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Bond Projects		
Personal Services	142,484	Increase appropriation for Personal Services - FY 2018 Carryforward
Operating Expenses	1,949,897	Increase appropriation for Operating Expenses - FY 2018 Carryforward
Capital Outlay	<u>1,800</u>	Increase appropriation for Capital Outlay - Carryforward
Total Appropriations	<u>2,233,381</u>	

THE CITY OF PENSACOLA

NOVEMBER 2018 UNENCUMBERED CARRYOVER RESOLUTION NO. 18-50

FUND	AMOUNT	DESCRIPTION
Q. SANITATION FUND		
Fund Balance	<u>255,622</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	<u>255,622</u>	Increase appropriation for Capital Outlay (Two New Knuckleboom Trucks)
Total Appropriations	<u>255,622</u>	
R. PORT FUND		
Estimated Revenues		
State Grant Revenue	<u>2,993,646</u>	Increase estimated revenue from State Grants
Total Revenues	<u>2,993,646</u>	
Appropriations		
State Grants - Warehouse #1 Improvements	299,750	Increase appropriation for Capital Outlay - FY 2018 Carryforward
State Grant - Ferry Grant Inspection Services	2,896	Increase appropriation for Capital Outlay - FY 2018 Carryforward
State Grants - Berth 6 Rehab	<u>2,691,000</u>	Increase appropriation for Capital Outlay - FY 2018 Carryforward
Total Appropriations	<u>2,993,646</u>	
S. AIRPORT FUND		
Estimated Revenues		
State Grant Revenue	<u>10,577,717</u>	Increase estimated revenue from State Grants
Total Revenues	<u>10,577,717</u>	
Fund Balance	<u>482,368</u>	Increase appropriated fund balance - Departmental
Total Estimated Revenues and Fund Balance	<u>11,060,085</u>	
Appropriations		
Operating Expenses - Airport O & M	1,603,872	Increase appropriation for Operating Expenses - Airport O & M - FY 2018 Carryforward
Capital Outlay - Airport O & M	635,596	Increase appropriation for Capital Outlay - Airport O & M - FY 2018 Carryforward
Principal Payment	(1,757,100)	Decrease appropriation for Principal Payment (2008 Airport CFC)
State Grant - Hanger	2,986,786	Increase appropriation for Capital Outlay - State Grant - FY 2018 Carryforward
State Grant - Commerce Park Acquisition & Demolition	590,931	Increase appropriation for Capital Outlay - State Grant - FY 2018 Carryforward
State Grant - Hangar 2	4,000,000	Increase appropriation for Capital Outlay - State Grant - FY 2018 Carryforward
State Grant - Facilities Development	<u>3,000,000</u>	Increase appropriation for Capital Outlay - State Grant - FY 2018 Carryforward
Total Appropriations	<u>11,060,085</u>	

THE CITY OF PENSACOLA**NOVEMBER 2018 UNENCUMBERED CARRYOVER RESOLUTION NO. 18-50**

FUND	AMOUNT	DESCRIPTION
T. CENTRAL SERVICES FUND		
Estimated Revenue		
Charges For Services - Technology Resources	297,675	Increase estimated revenue from Charges for Services - Technology Resources
Charges For Services - Central Garage	136,700	Increase estimated revenue from Charges for Services - Central Garage
Total Revenues	<u>434,375</u>	
Appropriations		
1) Technology Resources		
Capital Outlay	297,675	Increase appropriation for Capital Outlay (Firewall Computer & Network Upgrade) - FY 2018 Carryforward
2) Central Garage		
Capital Outlay	136,700	Increase appropriation for Capital Outlay (Renovation of Garage Facility) - FY 2018 Carryforward
Total Appropriations	<u>434,375</u>	
U. SPECIAL ASSESSMENTS FUND		
Estimated Revenue		
Special Assessments	100,000	Appropriate estimated assessment revenue
Total Revenue	<u>100,000</u>	
Appropriations		
Other Non-Operating	100,000	Appropriate funds for Other Non-Operating
Total Appropriations	<u>100,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00034

City Council

11/8/2018

SUBJECT:

MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.

Monthly Financial Review



October, 2018





Revenues

October, 2018

- **General Fund**

- Zero Months Collected

- Franchise Fee & Public Service Tax N/A
 - Half-Cent Sales Tax N/A
 - Communication Services Tax N/A

- One Month Collected

- Municipal Revenue Sharing + 1.88%





Other Funds

October, 2018

- **Local Option Sales Tax** **N/A**
- **Local Option Gas Tax** **N/A**
- **Tree Planting Trust Fund** **\$391,413**
- **Housing Initiatives Fund**
 - City **\$146,518**
 - CRA **\$440,489**





Contracts/Expenditures Over \$25,000 Approved By Mayor 10/01/18 – 10/31/18

•Contract Renewals/Extensions

- Duggins Carpet Care Inc. dba Duggins Svcs**
 - Epoxy Terrazzo Floor Maintenance Services - Airport
 - SBE – No
 - Purchase Method – Year 3 of 3 year contract ITB #16-008
 - \$38,694
 - Budgeted – Yes
- Enmon Enterprizes, LLc dba Jani-King of Pensacola**
 - Janitorial Services for 6 months - Airport
 - SBE – No
 - Purchase Method – Year 3 of 3 year contract ITB# 16-016
 - \$302,488
 - Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 10/01/18 – 10/31/18

•Contract Renewals/Extensions

•**Granicus, Inc.**

- Granicus Legistar Maintenance Renewal - Police
- SBE – No
- Purchase Method – Single Quotation
- \$35,028
- Budgeted – Yes

•**Intervista Consulting, Inc.**

- Air Service Consulting - Airport
- SBE – No
- Purchase Method – Year 3 of 5 year contract
- \$105,462
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 10/01/18 – 10/31/18

Contract Renewals/Extensions

•Ken Griffin Landscape Contractors, Inc.

- Landscape & Irrigation System Maintenance For PNS, Terminal Area and Rental Car Service Facility - Airport
- SBE – Yes
- Purchase Method – Year 2 of 3 year contract ITB# 17-013
- \$260,471
- Budgeted – Yes

•Motorola Solution, Inc.

- Motorola Maintenance Renewal – Technology Resources
- SBE – No
- Purchase Method – Year 2 of 5 year contract
- \$125,000
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 10/01/18 – 10/31/18

•Contract Renewals/Extensions

•**Ray, Jr. Louis F**

- Legal Services: Special Magistrate – Sanitation/Fleet Mgt.
- SBE – No
- Purchase Method – Year 2 of 2 year contract
- \$35,000
- Budgeted – Yes

•**Siemens Industry, Inc.**

- Technical Support Program (TSP) for HVAC - Airport
- SBE – No
- Purchase Method – Year 3 of 3 year contract
- \$57,211
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 10/01/18 – 10/31/18

•Contract Renewals/Extensions

•**SmartCOP, Inc. dba CTS America**

- SmartCOP Annual Maintenance Renewal – Police
- SBE – No
- Purchase Method – Single Quotation
- \$50,568
- Budgeted – Yes

•**Tyler Technologies, Inc.**

- Annual Support Renewal for Eden – Technology Resources
- SBE – No
- Purchase Method – Single Quotation
- \$157,025
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 10/01/18 – 10/31/18

•Quotations & Direct Negotiations

•Big Orange Enterprise, LLC dba Escape Landscaping and Lawn Care

- Landscaping & irrigation Services / Spanish Trail - Airport
- SBE – Yes
- Purchase Method – Quotation
- \$28,750
- Budgeted – Yes

•Big Orange Enterprise, LLC dba Escape Landscaping and Lawn Care

- Landscaping & irrigation Services / Langley Avenue - Airport
- SBE – Yes
- Purchase Method – Quotation
- \$28,250
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 10/01/17 – 10/31/17

•Quotations & Direct Negotiations

•**Davis Roofing & Sheetmetal, LLC**

- Preventative Maintenance Program - Airport
- SBE – No
- Purchase Method – Sole Source
- \$172,615
- Budgeted – Yes

•**Equipment Controls Co., Inc.**

- Residential Natural Gas Meter & Remotes – Pensacola Energy
- SBE – No
- Purchase Method – Sole Source
- \$572,460
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 10/01/17 – 10/31/17

•Quotations & Direct Negotiations

•**Michael G Moroney & Associates**

- Airport Consulting Services for FY2019 - Airport
- SBE – No
- Purchase Method – Direct Negotiation
- \$198,500
- Budgeted – Yes

•**Olameter DPG, LLC**

- Line Locating Services for Natural Gas Distribution System – Pensacola Energy
- SBE – No
- Purchase Method – Continuing contract services under Amendment NO. 1 of RFP 16-015
- \$425,000
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 10/01/18 – 10/31/18

•Quotations & Direct Negotiations

•**Pensacola Bay Pilots, Inc.**

- Harbor Pilot Retainer - Port
- SBE – No
- Purchase Method – Direct Negotiation
- \$50,000
- Budgeted – Yes

•**Schindler Elevator Corp**

- Elevator & Escalator Maintenance – Airport
- SBE – No
- Purchase Method – Quotations
- \$26,541
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 10/01/18 – 10/31/18

•Quotations & Direct Negotiations

•**Security Engineering of Pensacola**

- Lenel Server, Software Upgrades, & 3 years Server Warranty - Airport
- SBE – No
- Purchase Method – Quotation
- \$29,733
- Budgeted – Yes

•**Thompson Tractor Company, Inc.**

- Stand-Up Counterbalance Forklift – Pensacola Energy
- SBE – No
- Purchase Method – Quotation
- \$38,162
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 10/01/18 – 10/31/18

•Quotations & Direct Negotiations

•Thompson Tractor Company, Inc.

- Backhoe with Hydraulic Hammer, Multiuse Front Bucket & Expendable Rear Boom – Public Works
- SBE – No
- Purchase Method – Quotation
- \$121,252
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 10/01/18 – 10/31/18

•**State, Federal or Other Buying Contracts**

•**Action Truck Center, Inc.**

- 16 Yd Dump Truck – Sanitation/Fleet Mgt.
- SBE – No
- Purchase Method – Sourcewell (Formally NJPA)
contract # 081716
- \$126,291
- Budgeted – Yes

•**Beard Equipment Company**

- Mini Excavators – Pensacola Energy
- SBE – No
- Purchase Method – Sourcewell (Formally NJPA)
contract # 081716
- \$62,442
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 10/01/18 – 10/31/18

•State, Federal or Other Buying Contracts

•Bozard Ford Company

- Two (2) Knuckleboom Loaders – Sanitation/Fleet Mgt.
- SBE – No
- Purchase Method – Florida Sheriff's Association Contract #FSA18-VEL26.0
- \$255,622
- Budgeted – Yes

•Duval Ford, LLC

- Pensacola Energy - Bi-Fuel CNG Pickup Trucks – Sanitation/Fleet Mgt.
- SBE – No
- Purchase Method – Florida Sheriff's Association Contract #FSA18-VEH16.0
- \$165,115
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 10/01/18 – 10/31/18

•State, Federal or Other Buying Contracts

•Garber Chevrolet

- Fire Dept. Replacement Vehicle - Sanitation/Fleet Mgt.
- SBE – No
- Purchase Method – Florida Sheriff's Association Contract
#FSA18-VEL26.0
- \$84,547
- Budgeted – Yes

•Garber Chevrolet

- Parks & Rec/Engineering Pickup Trucks - Sanitation/Fleet Mgt.
- SBE – No
- Purchase Method – Florida Sheriff's Association Contract
#FSA18-VEL26.0
- \$156,674
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 10/01/18 – 10/31/18

•**State, Federal or Other Buying Contracts**

•**Playcore Wisconsin Inc. dba GameTime**

- Parker Circle Play Structure – Parks & Recreation
- SBE – No
- Purchase Method – U.S. Communities contract# 2017001134
- \$70,742
- Budgeted – Yes

•**Playcore Wisconsin Inc. dba GameTime**

- Legion Field Play Structure – Parks & Recreation
- SBE – No
- Purchase Method – U.S. Communities contract# 2017001134
- \$244,612
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 10/01/18 – 10/31/18

•State, Federal or Other Buying Contracts

•Toter, Inc.

- Residential Garbage Cans – Sanitation/Fleet Mgt.
- SBE – No
- Purchase Method – National IPA contract# 171717
- \$74,591
- Budgeted – Yes



Monthly Financial Review



October, 2018

