



# City of Pensacola

## Agenda Conference

### Agenda

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Monday, March 23, 2020, 3:30 PM

Hagler-Mason Conference Room,  
2nd Floor

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#### ROLL CALL

#### PRESENTATION ITEMS

#### REVIEW OF CONSENT AGENDA ITEMS

1. [20-00090](#) AWARD OF BID #20-012 BAYOU BOULEVARD, PERRY, BLOUNT, AVERY OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT PROJECT

**Recommendation:** That City Council award Bid #20-012 Bayou Boulevard, Perry, Blount, Avery Outfalls at Bayou Texar Stormwater Treatment Enhancement Project to J Miller Construction, Inc., of Pensacola Florida, the lowest and most responsible bidder with a base bid of \$487,079.40 plus a 10% contingency in the amount of \$48,707.94 for a total amount of \$535,787.34. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

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

**Attachments:** [Bid Tabulation, Bid No. 20-012](#)  
[Final Vendor Reference List, Bid No. 20-012](#)  
[Map-Bayou Boulevard, Perry, Blount, Avery Outfalls at Bayou Texar Storm](#)

2.     [20-00117](#)     AWARD OF CONTRACT TO HERITAGE LANDSCAPE SUPPLY GROUP, INC. D/B/A FIS OUTDOOR FOR INVITATION TO BID (ITB) #20-015 VERTICAL TURBINE VARIABLE SPEED PUMP STATION AT OSCEOLA GOLF COURSE

**Recommendation:** That City Council award a contract to Heritage Landscape Supply Group, Inc., dba FIS Outdoor for ITB #20-015 Vertical Turbine Variable Speed Pump Station for Osceola Golf Course for \$127,060.71 and a 10% contingency of \$12,706.07 for a total amount of \$139,766.78. Further, that City Council authorize the Mayor to execute all contracts, related documents, and take all related actions necessary to complete the project.

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

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

3.     [20-00105](#)     FRAUD HOTLINE AGREEMENT

**Recommendation:** That City Council authorize the Mayor to execute a service agreement with NAVEX Global to provide for an anonymous fraud hotline. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement.

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

**Attachments:**     [NAVEX Global Agreement](#)

4.     [20-00118](#)     PENSACOLA INTERNATIONAL AIRPORT - VALET PARKING RATE ESTABLISHMENT

**Recommendation:** That City Council approve the establishment of a rate of \$10 for the first five hours and \$15 per day for valet parking services at the Pensacola International Airport.

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

5. [20-00169](#) APPOINTMENTS - PARKS AND RECREATION BOARD

**Recommendation:** That City Council appoint three (3) individuals to the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2023.

**Sponsors:** Jewel Cannada-Wynn

**Attachments:** [Member List](#)  
[Application of Interest - Leah Harrison](#)  
[Nomination Forms - Jarah Jacquay](#)  
[Application of Interest - Jarah Jacquay](#)  
[Nomination Form - Michael Wolf](#)  
[Application of Interest - Michael Wolf](#)  
[Ballot](#)

6. [20-00175](#) CANCELLATION OF APRIL 9, 2020 CITY COUNCIL MEETING

**Recommendation:** That City Council cancel the April 9th City Council meeting due to the impacts of the Covid-19 Virus and CDC recommendations, and that City Council hold only one (1) meeting in April, on April 23, 2020.

**Sponsors:** Jewel Cannada-Wynn

**REVIEW OF REGULAR AGENDA ITEMS (Sponsor)**7. [20-00176](#) COMMUNITY MARITIME PARK ADDENDUM TO OPTION AGREEMENT

**Recommendation:** That City Council authorize the Mayor to execute an Addendum to the Option Agreement between the City of Pensacola and Studer Properties, LLP extending the Option Term twelve (12) months to March 31, 2021.

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

**Attachments:** [Addendum to Option Agreement](#)

8. [20-00119](#) STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY GRANT AGREEMENT

**Recommendation:** That City Council authorize the Mayor to accept and execute the State of Florida Department of Economic Opportunity Florida Job Growth Infrastructure Grant Agreement when finalized in the amount of \$4,875,000 related to the Pensacola International Airport Maintenance, Repair and Overhaul (MRO) Aviation Campus expansion project. Further, that City Council approve the grant resolution and authorize the Mayor or his designee to take all actions necessary related to the finalization of the grant.

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

**Attachments:** [Grant Resolution](#)

9.     [2020-07](#)     RESOLUTION NO. 2020-07 - STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY GRANT AGREEMENT

*Recommendation:* That City Council adopt Resolution No. 2020-07.

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE A FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT, IN THE AMOUNT OF \$4,875,000 WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THE PENSACOLA INTERNATIONAL AIRPORT MAINTENANCE, REPAIR AND OVERHAUL (MRO) AVIATION CAMPUS EXPANSION PROJECT; PROVIDING AN EFFECTIVE DATE.

*Sponsors:* Grover C. Robinson, IV

*Attachments:*     [Resolution No. 2020-07](#)

10.    [20-00143](#)    COMMUNITY REDEVELOPMENT AGENCY (CRA) URBAN CORE PROJECTS MAYORAL RECOMMENDATIONS

*Recommendation:* That City Council approve the Mayor's recommended conceptual project allocations for the Community Redevelopment Agency (CRA) Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019.

*Sponsors:* Grover C. Robinson, IV

*Attachments:*     [CRA February Workshop](#)  
                          [CRA Comments](#)



11.     [20-00172](#)     REQUEST FOR ATTORNEY GENERAL ADVISORY LEGAL OPINION -  
CHARTER AMENDMENT PROCESS

**Recommendation:** That the City Council vote directing the City Attorney to request the Attorney General provide an Advisory Legal Opinion (AGO) to determine if the second sentence in the Charter for the City of Pensacola's ("Charter") Section 8.02.(b) Initiation by Petition that reads - "Each petition proposing amendments to this Charter shall be commenced in the same manner as an ordinance proposed by initiative in Article VII of this Charter." - is preempted by Section 166.031 Charter Amendments, Florida Statutes. F.S. §166.031 is the state law procedure for the amendment of a municipal charter. The City Attorney shall submit to the Attorney General a copy of this Council Memorandum, a copy of the Charter, a copy of other supporting or explanatory documentation such as the relevant Pensacola Charter Review Commission (CRC) meeting minutes or a copy of the CRC's Final Report first described in the City Council's November 13, 2007 charge to the CRC, and a Memorandum of Law prepared by the City Attorney if one is required by the Attorney General

**Sponsors:** Sherri Myers

12.     [20-20](#)     PROPOSED ORDINANCE NO. 20-20 PROVIDING A DATE CERTAIN  
FOR DETERMINATION OF A COASTAL HIGH-HAZARD AREA  
BOUNDARY

**Recommendation:** That City Council approve Proposed Ordinance No. 20-20 on first reading:

AN ORDINANCE AMENDING ORDINANCE NO. 49-07 AS SUBSEQUENTLY AMENDED BY ORDINANCE NO. 16-08; PROVIDING A DATE CERTAIN FOR DETERMINATION OF A COASTAL HIGH-HAZARD AREA BOUNDARY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Jewel Cannada-Wynn

**Attachments:**     [Proposed Ordinance No. 20-20](#)  
                          [Ordinance No. 49-07](#)  
                          [Ordinance No. 16-08](#)

13.     [21-20](#)           PROPOSED ORDINANCE NO. 21-20 PROVIDING A DATE CERTAIN FOR DETERMINATION OF A COASTAL HIGH-HAZARD AREA BOUNDARY

*Recommendation:* That City Council approved Proposed Ordinance No. 21-20 on first reading:

AN ORDINANCE AMENDING ORDINANCE NO. 50-07 AS SUBSEQUENTLY AMENDED BY ORDINANCE NO. 17-08; PROVIDING A DATE CERTAIN FOR DETERMINATION OF A COASTAL HIGH-HAZARD AREA BOUNDARY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

*Sponsors:*           Jewel Cannada-Wynn

*Attachments:*       [Proposed Ordinance No. 20-21](#)  
                          [Ordinance No. 50-07](#)  
                          [Ordinance No. 17-08](#)

14.     [16-20](#)           PROPOSED ORDINANCE NO. 16-20 - VACATION OF RIGHT OF WAY - 400 BLOCK CEVALLOS STREET

*Recommendation:* That City Council adopt Proposed Ordinance No. 16-20 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE 400 BLOCK OF CEVALLOS STREET; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

*Sponsors:*           Grover C. Robinson, IV

*Attachments:*       [Proposed Ordinance No. 16-20](#)  
                          [Vacation of Right of Way Application](#)  
                          [Planning Board Minutes February 11, 2020 Draft](#)

## FOR DISCUSSION

15.     [20-00139](#)          INSTALLATION OF TRAFFIC CALMING DEVICES PETITION PROCESS

*Sponsors:*           Sherri Myers

*Attachments:*       [Traffic Calming Petition](#)  
                          [Traffic Calming Signature Sheet](#)

16.     [20-00173](#)     COMMUNITY REDEVELOPMENT AGENCY (CRA) - CRA  
ADMINISTRATOR POSITION

*Sponsors:*             Sherri Myers

*Attachments:*         [CRA Administrator 1051 202002191044465661 \(1\)](#)

## CONSIDERATION OF ANY ADD-ON ITEMS

## READING OF ITEMS FOR COUNCIL AGENDA

## COMMUNICATIONS

City Administrator's Communication

City Attorney's Communication

City Council Communication

## ADJOURNMENT

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

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 20-00090

City Council

3/26/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

AWARD OF BID #20-012 BAYOU BOULEVARD, PERRY, BLOUNT, AVERY OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT PROJECT

**RECOMMENDATION:**

That City Council award Bid #20-012 Bayou Boulevard, Perry, Blount, Avery Outfalls at Bayou Texar Stormwater Treatment Enhancement Project to J Miller Construction, Inc., of Pensacola Florida, the lowest and most responsible bidder with a base bid of \$487,079.40 plus a 10% contingency in the amount of \$48,707.94 for a total amount of \$535,787.34. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

This project will help alleviate standing stormwater water issues in Bayou Boulevard and provide stormwater treatment for three currently untreated drainage sub-basins within the Bayou Texar Watershed. The installation of drainage structures will address the standing water issues, and associated piping and the treatment will be provided by retrofitting the existing underground stormwater conveyance systems with three proprietary underground treatment units. This project is consistent with current technology for stormwater retrofit treatment and is part of an ongoing program utilized throughout the City to improve the water quality of area waterways.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$ 675,000.00

Actual: \$ 487,079.40 Construction Contract  
48,707.94 10% Contingency

52,990.15 Engineering Design/Permitting/Surveying (Completed)  
25,000.00 Engineering Management/Inspection (Estimate)  
5,000.00 Construction Testing/Misc. (Estimate)  
\$ 618,777.49

**FINANCIAL IMPACT:**

The total budget for this project is \$675,000.00 and is funded within the Stormwater Capital Projects Fund. To date, \$53,623.11 has been expended for completed items related to Surveying, Engineering Design, Studies, and Permitting, leaving a balance of \$621,376.89. The remaining budget balance is sufficient to cover the remaining items that have yet to be completed/expended.

**CITY ATTORNEY REVIEW:** Yes

3/16/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Kerrith Fiddler, Deputy City Administrator - Community Development  
L. Derrik Owens, Director of Public Works and Facilities/City Engineer

**ATTACHMENTS:**

- 1) Bid Tabulation, Bid No. 20-012
- 2) Final Vendor Reference List, Bid No. 20-012
- 3) Map-Bayou Boulevard, Perry, Blount, Avery Outfalls at Bayou Texar Stormwater Treatment Enhancement Project

**PRESENTATION:** No

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**TABULATION OF BIDS**

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BID NO: 20-012

TITLE: BAYOU BOULEVARD, PERRY, BLOUNT, AVERY OUTFALLS  
AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT

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OPENING DATE: February 28, 2020	J. MILLER	SITE & UTILITY,	BROWN	B&W UTILITIES,
OPENING TIME: 2:30 P.M.	CONSTRUCTION,	LLC	CONSTRUCTION	INC.
	INC.		OF NWFL, INC.	
DEPARTMENT: Engineering	Pensacola, FL	Pensacola, FL	Pensacola, FL	Cantonment, FL

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Base Bid	\$487,079.40	\$550,065.00	\$551,937.69	\$619,591.50
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M/WBE Participation	5%	0%	0%	5.1%
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Attended Prebid	Yes	Yes	Yes	Yes
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**FINAL VENDOR REFERENCE LIST**  
**BAYOU BLVD, PERRY, BLOUNT, AVERY OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT**  
**ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
068571	B&W UTILITIES INC	1610 SUCCESS DRIVE	CANTONMENT	FL	32533	
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
073772	BIGGS CONSTRUCTION COMPANY INC	PO BOX 1552	PENSACOLA	FL	32591	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
050107	CANTONMENT BUILDING MATERIALS INC	990 HIGHWAY 29 N	CANTONMENT	FL	32533	
042045	CHAVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	
071766	CONSTRUCTION MANAGEMENT ADVISORS LLC	4547 LASSASSIER	PENSACOLA	FL	32504	
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y
032452	CROSS ENVIRONMENTAL SERVICES INC	P O BOX 1299	CRYSTAL SPRINGS	FL	33524	
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
039109	FRANK KELLY INDUSTRIAL SALES	744 E BURGESS RD A105	PENSACOLA	FL	32504	Y
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MANAGEMENT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y

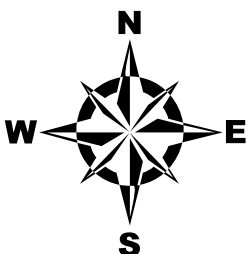
**FINAL VENDOR REFERENCE LIST**  
**BAYOU BLVD, PERRY, BLOUNT, AVERY OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT**  
**ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	SMWBE
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	Y
058801	M & H CONSTRUCTION SERVICES INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
053467	MIDSOUTH PAVING INC	PO BOX 198495	ATLANTA	GA	30384	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
059552	NOVA ENGINEERING AND ENVIRONMENTAL LLC	3900 KENNESAW 75 PKWY STE 100	KENNESAW	GA	30144	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
058953	PARSCO LLC	714 NORTH DEVILLIERS STREET	PENSACOLA	FL	32501	Y
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
066152	PRINCIPLE PROPERTIES INC	3773 HIGHWAY 87 S	NAVARRE BEACH	FL	32566	Y
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y
021834	R & L PRODUCTS INC	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
067564	ROBERSON UNDERGROUND UTILITY LLC	9790 ROBERSON WAY	MILTON	FL	32570	Y
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
068159	SOUTHERN DRILL SUPPLY INC	1822 BLACKBIRD LANE	PENSACOLA	FL	32534	
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
062939	THREE TRADE CONSULTANTS	5690 JEFF ATEES RD	MILTON	FL	32583	Y
069066	UNDERGROUND SOLUTIONS LLC	3070 GODWIN LN	PENSACOLA	FL	32526	Y
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
021725	WHITESELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 77
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# BAYOU BLVD, PERRY, BLOUNT, AVERY OUTFALLS AT BAYOU TEXAR



THE UPSIDE of FLORIDA

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 20-00117

City Council

3/26/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

AWARD OF CONTRACT TO HERITAGE LANDSCAPE SUPPLY GROUP, INC. d/b/a FIS OUTDOOR FOR INVITATION TO BID (ITB) #20-015 VERTICAL TURBINE VARIABLE SPEED PUMP STATION AT OSCEOLA GOLF COURSE

**RECOMMENDATION:**

That City Council award a contract to Heritage Landscape Supply Group, Inc., dba FIS Outdoor for ITB #20-015 Vertical Turbine Variable Speed Pump Station for Osceola Golf Course for \$127,060.71 and a 10% contingency of \$12,706.07 for a total amount of \$139,766.78. Further, that City Council authorize the Mayor to execute all contracts, related documents, and take all related actions necessary to complete the project.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On January 14, 2020, the City issued an invitation to bid on the Vertical Turbine Variable Speed Pump Station for the Osceola Golf Course project. One firm responded to the ITB -Heritage Landscape Supply Group, dba FIS Outdoor.

The project will consist of a prefabricated, skid-mounted, variable-speed line shaft vertical turbine pump station. The pump station is to provide water to the irrigation system while simultaneously maintaining a constant discharge pressure by using variable frequency drive controlled pumps for pressure regulation, under varying flow conditions from the minimum specified flow up to the maximum specified capacity.

Funding for the project is available in the FY 2020 budget.

**PRIOR ACTION:**

September 18, 2019 - City Council adopted the Fiscal Year 2020 Budget on Budget Resolution No. 2019-50 that included \$115,000 for the replacement of the pump station at the Osceola Golf Course.

**FUNDING:**

Budget: \$115,000.00 LOST IV - Replace Rain Bird Pump Station  
15,922.00 LOST IV - Transfer from Osceola Golf Course  
8,845.00 LOST IV - Transfer from Capital Equipment Savings  
\$139,767.00

Actual: \$127,060.71 Bid  
12,706.07 10% Contingency  
\$139,766.78 Total Estimated Cost of Project

**FINANCIAL IMPACT:**

Funding in the amount of \$115,000 was appropriated in the Fiscal Year 2020 Budget for this project. However, upon receipt of the bids, additional funding was needed. Funding in the amount of \$15,922 was transferred from the Osceola Golf Course project and \$8,845 was transferred from savings from Capital Equipment purchases.

**CITY ATTORNEY REVIEW:** Yes

3/16/2020

**STAFF CONTACT:**

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

**ATTACHMENTS:**

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

**PRESENTATION:** No

TABULATION OF BIDS

BID NO: 20-015

TITLE: VERTICAL TURBINE VARIABLE SPEED PUMP STATION FOR OSCEOLA GOLF COURSE

OPENING DATE: January 14, 2020 OPENING TIME: 2:30 P.M.  DEPARTMENT: Parks & Recreation	HERITAGE LANDSCAPING SUPPLY GROUP, INC. DBA FIS OUTDOOR Pensacola, FL	JERRY PATE TURF & IRRIGATION, INC. Pensacola, FL
Base Bid	\$127,060.71	Non-Responsvie

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Opening Date: 01/14/20

Bid No.: 20-015

**FINAL VENDOR REFERENCE LIST  
VERTICAL TURBINE VARIABLE SPEED PUMP STATION FOR OSCEOLA GOLF COURSE  
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
049143	FIS OUTDOORS	2810 COPTER ROAD	PENSACOLA	FL	32514	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
074104	HYDRA SERVICES INC	P O BOX 365	WARRIOR	AL	35180	
26494	JERRY PATE TURF & IRRIGATION INC	301 SCHUBERT DRIVE	PENSACOLA	FL	32504	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
078573	THE ESHELMAN COMPANY INC	P O BOX 361984	BIRMINGHAM	AL	35236	

Vendors: 7



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00105

City Council

3/26/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

FRAUD HOTLINE AGREEMENT

### **RECOMMENDATION:**

That City Council authorize the Mayor to execute a service agreement with NAVEX Global to provide for an anonymous fraud hotline. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

On February 8, 2007, the City entered into an agreement with The Network, Inc. ("TNZ") to provide anonymous fraud hotline services. On August 31, 2015, TNW was acquired by NAVEX Global at which time NAVEX Global assumed all rights, liabilities, and obligations previously held by TNW under the TNW Agreement. The agreement remains in effect until cancelled by either party given 45 days' notice.

NAVEX Global is currently transitioning to a new platform and will no longer support the TNZ platform the City currently utilizes. As such, the current agreement the City has with NAVEX Global will be terminated. In order to continue the City's fraud hotline, a new agreement with NAVEX Global referencing their new platform is required.

The initial term of the agreement will be for one year and shall automatically renew for successive one (1) year periods until terminated by either party. Either party may elect to terminate services at the start of a renewal term by providing written notification to the other party at least thirty (30) days prior to the start of a renewal term. NAVEX has refused to include the public records law language from §119.0701 that appears to be required for this type of contract. NAVEX did include a single sentence provision that states it will comply with the Florida Public Records law to the extent the law applies to NAVEX's business operations.

### **PRIOR ACTION:**

February 8, 2007 - The City entered into an agreement with The Network, Inc. to provided fraud hotline services.

**FUNDING:**

Budget: \$2,800.00

Actual: \$2,800.00

**FINANCIAL IMPACT:**

Funding is appropriated in the City's General Fund operating budget.

**CITY ATTORNEY REVIEW:** Yes

2/28/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise

Amy Lovoy, Finance Director

**ATTACHMENTS:**

- 1) NAVEX Global Agreement

**PRESENTATION:** No

**Your signature on this Order Form is necessary to upgrade your organization to NAVEX Global's EthicsPoint hotline and case management platform.**

Notwithstanding any information in the Description of Services below, you will keep the phone number that is currently associated with your hotline, allowing for a seamless upgrade experience.

NAVEX Global offers **free** on-demand tutorials and other valuable resources pertaining to Ethics and Compliance programs through the NAVEX Global Customer Community that demonstrate how to unlock the potential of your new EthicsPoint case management system, available here. We also encourage you to register for our **free** weekly live product training webinars, which are available here.

Questions? Contact us at [upgradetoEPIM@navexglobal.com](mailto:upgradetoEPIM@navexglobal.com). We are committed to making this transition as smooth as possible.

## I. GENERAL INFORMATION

### CUSTOMER INFORMATION:

Name: **City of Pensacola ("Customer" or "Client")**  
 Address:  
 PO Box 12910  
 Pensacola, FL 32521-0001  
 United States

### BILLING INFORMATION:

Contact Name: **Laura Amentler**  
 Address:  
 PO Box 12910  
 Pensacola, FL 32521-0001  
 United States  
 Email: [lpicklap@cityofpensacola.com](mailto:lpicklap@cityofpensacola.com)  
 Phone: 850-435-1822

## II. ORDER INFORMATION

Entity: NAVEX Global, Inc., a Delaware corporation ("NAVEX Global")  
 Customer Type: Existing Business  
 Order Form Effective Date: Date of last signature

## III. SERVICES INFORMATION

Services	Qty	Annual Fees	One-Time Fees	Fees Due
<b>Hotline</b>				
Hotline - Per Employee Subscription	792	\$2,800.00	-	\$2,800.00
Current Hotline to EthicsPoint Hotline Transfer - MIG SVC	1	-	\$0.00	\$0.00
EthicsPoint IM - Foundation Subscription	792	\$0.00	-	\$0.00
Included Dedicated Seat License - Foundation	2	\$0.00	-	\$0.00



Incident Management				
EthicsPoint IM - Foundation Setup - MIG SVC	1	-	\$0.00	\$0.00
Hotline - Web Intake Site Setup - MIG SVC	1	-	\$0.00	\$0.00
Location Database Module Setup - MIG SVC	1	-	\$0.00	\$0.00
Premium Analytics - MIG SVC	1	\$0.00	-	\$0.00
Current URL Transfer or Cancellation - MIG SVC	1	-	\$0.00	\$0.00

Telephony				
Standard Global Telephony Subscription	1	\$0.00	-	\$0.00

Gateway				
Gateway - New Client Setup MIG SVC	1	-	\$0.00	\$0.00
Gateway - Subscription	1	\$0.00	-	\$0.00

	Annual Fees	One-Time Fees	Fees Due
SUB-TOTALS:	\$2,800.00	\$0.00	\$2,800.00

**TOTAL FEES DUE NOW:**

**\$2,800.00**

#### IV. SERVICES TO BE REMOVED

Services to be Removed	Qty
Suite Hotline - Per Employee Subscription	1,000

#### V. ADDITIONAL TERMS

##### 1. GOVERNING TERMS AND CONDITIONS

- Customer and The Network, Inc. ("TNW") entered into an Agreement for Program Services dated February 8, 2007 ("TNW Agreement"), wherein TNW agreed to provide the hotline Services detailed in this Order Form's Section IV (collectively, the "TNW HL Services").
- TNW was acquired by NAVEX Global on August 31, 2015. NAVEX Global hereby assumes all rights, liabilities, and obligations previously held by TNW under the TNW Agreement. By signing below, Customer consents to such assignment.
- The Parties have agreed to terminate the TNW Agreement and for NAVEX Global to provide Services in accordance with the Agreement as defined in Section VI below.

##### 2. TRANSITION FROM TNW HL SERVICES TO NAVEX HLCM SERVICES

- The parties agree to replace Client's TNW HL Services with the new hotline and case management Services detailed in Section III of this Order Form (collectively, the "NAVEX HLCM Services").
- Customer shall continue to have access to its existing TNW HL Services until the "go-live" date of the NAVEX HLCM Services, which shall be a date of NAVEX Global's choosing after the Order Form Effective Date ("Go-Live Date"). Upon the Go-Live Date, Client's TNW HL Services shall be deactivated and terminate ("TNW HL Services Termination"). Notwithstanding the foregoing, if the Go-Live Date has not occurred within six (6) months of the Order Form Effective Date due to Client's acts or omissions, NAVEX Global may schedule the Go-Live Date despite such acts or omissions, and thereafter shall discontinue Customer's access to the TNW HL Services.

##### 3. NAVEX HLCM SERVICES

- The Hotline Annual Fee is based on Client's representation that it has 792 employees who will have access to the Services at all locations. However, Client may increase its employee count up to 999 employees without incurring additional costs.

- b. The Term shall begin on January 1, 2020 and end on December 31, 2020 ("Initial Term").
- c. Each subscription will automatically renew for successive one (1) year periods (each a "Renewal Term"). However, either party may elect to not renew by providing written notification to the other party at least thirty (30) days prior to the start of a Renewal Term.
- d. INVOICING AND PAYMENT
  - i. All Fees detailed herein will be invoiced 100% upon the Order Form Effective Date or upon the commencement of Client's Initial Term, whichever is later. Client shall remit payment within thirty (30) days of said invoice's date.
  - ii. The Annual Fees for any subsequent Renewal Term shall be invoiced to Client at least thirty (30) days prior to the start of the Renewal Term and Client shall remit payment on or before the start of the Renewal Term.
  - iii. The Annual Fees will be fixed for a period of twelve (12) months from the commencement of Client's Initial Term. Thereafter, NAVEX Global may increase Annual Fees not more than once per year by providing sixty (60) days prior written notification of the increase.
4. All prices are quoted in U.S. Dollars.
5. The parties will comply with the Florida public records act to the extent the act applies to such party's business operations.
6. NAVEX Global and Customer agree to modify the Agreement (as defined in Section VI below) as follows:
  - a. Section 9.4 Legal Process shall be deleted and replaced with the following: "If either party receives notice of a subpoena, request for production of documents, court order, or requirement of a governmental agency to disclose any information or respond to an official inquiry ("Legal Process"), the recipient thereof shall, if permitted by law, give prompt Notice to the other party so the other party may move for a protective order or other relief. If either party is required to respond to or support such Legal Process involving the other party (but not where the parties are adverse to one another), the responding party shall be entitled to recover from the other party all reasonable costs, fees, and expenses that the responding party incurs, including reasonable fees for time expended by internal resources and reasonable attorneys' fees. Each party agrees to cooperate fully with the other party to respond to any notice or inquiry from a third party related to the Agreement. For avoidance of doubt, a request pursuant to Florida's public records act will be considered Legal Process under this Section.

## Gateway

### 1. DESCRIPTION OF SERVICES.

#### Gateway - New Client Setup MIG SVC

Gateway - New Client Setup includes Client's implementation on the NAVEX Global Gateway and setup of Client's Gateway Administrators. On demand Gateway training is available via the web.

#### Gateway - Subscription

Includes access to the NAVEX Global Gateway, which provides seamless access to the customer's supported NAVEX Global solutions.

Note: NAVEX Global Gateway is currently compatible with the EthicsPoint® Incident Management, PolicyTech® Policy & Procedure Management, and RiskRate® Enterprise Due Diligence products only.

## Hotline and Telephony

### 1. DESCRIPTION OF SERVICES.

#### Current Hotline to EthicsPoint Hotline Transfer - MIG SVC

Transfer of a Client's hotline and telephony from their existing solution to EthicsPoint®. Non-transferable lines will be replaced with new lines, leveraging best practice recommendations on line type and configuration of automated prompts in language(s) in addition to English.

#### Assumptions:

- Existing telephone lines transferable without having to provision new phone numbers will be transferred as is.
- Non-transferable lines will be replaced with new lines and newly provisioned phone numbers.
- Client understands that EthicsPoint® web intake report translations will be automatically performed for all non-English web-submitted reports and all company responses to reports will be translated into the language the report was originally provided.

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## EthicsPoint IM - Foundation Subscription

EthicsPoint® Incident Management - Foundation is delivered as a baseline single configuration incident management system including foundational case component functionality. Comprised of system-level user management; built-in analysis tools including baseline reporting and standard analytics; and (1) GB storage for files attached to cases.

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## Included Dedicated Seat License - Foundation

A Dedicated Seat License is defined as rights assigned to a single named user. A Dedicated Seat License ensures that the named user will have access to the system at any time.

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## Hotline - Per Employee Subscription

Hotline Subscription - NAVEX Global's Hotline has been designed to enable your employees to easily and confidentially report any issue or instance of misconduct. The Contact Center is globally accessible 24/7/365 with system availability ensured by end-to-end network redundancy, scalability, and reliability. While the majority of non-English language calls are serviced with greater than 98% interpreter availability, global demand for specific languages can occasionally peak beyond interpreter supply. If an interpreter cannot be obtained, callers will be given the option to report their concern in English.

Live telephone language interpretation is available in 150+ languages at no additional cost.

The annual subscription supports unlimited reports via web, telephone, or internal to the case management software.

If EU hosted:

Calls will be serviced by NAVEX Global's EU-based Contact Center.

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## Standard Global Telephony Subscription

Provisioning and annual maintenance for phone line configuration with international or domestic inbound lines. This includes our pre-configured lines with standard language prompts, menus, and greetings. The Subscription utilizes the following solutions: One-Step dialing where the caller will have a single toll-free number for a particular country to access the reporting hotline; Two-Step dialing where the caller will use a two-stage dialing process, first entering a common, country specific access code followed up with a toll-free number to access the reporting hotline; and/or Collect dialing is used where no toll-free option is available for reporting. Customizations are not available on this service.

### Glossary of Line Types:

OneConnect (OC) - Available in more than 100 countries, OneConnect is a one-step dialing solution that eliminates the need for access codes and removes the use of English branded messaging in the calling process. The product provides in-country toll-free numbers that are routed to NAVEX Global that allow callers to access the international reporting program without the need to add international calling plans to landlines and mobile phones. This allows the OneConnect program to have fewer mobile phone restrictions and a more robust dialing enabled community.

Dedicated International Toll-Free Service (D-ITFS) - Employers using D-ITFS make it possible for their employees to dial a country-specific toll-free number to reach one of our Contact Centers. There is no special dialing, access code, or operator assistance required. This service is available in over 70 countries and allows for custom automated call treatment.

Direct Access (DA) - Direct Access implementations provide a more widely available international toll-free option for access to one of our Contact Centers. To use this service, employees first dial their country-specific access number to connect with our telephony service partner, followed by dialing the customer-specific proprietary toll-free number to connect to one of our Contact Centers. This service is available in 140 countries. It allows for custom automated call treatment and can improve access by mobile phones.

WWC – (Worldwide Connect) - WWC is a product based on the Direct Access platform that allows for calls to be identified and treated with custom language options based on country of origin. Calls are made using a two-step dialing process where the caller must first dial the Direct Access code specific to the country where the call is originating followed by the proprietary toll-free number for routing to NAVEX Global.

Global Inbound Service (GIS) - GIS is an additional toll-free option that provides one- or two-step dialing to one of our Contact Centers. GIS can have fewer restrictions for mobile phone access. This service is available in over 130 countries.

Collect Calling - Stop-gap for most countries where international toll-free service and other formats are not available.

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## Telephony by Country:

- United States (792 employees)  
Call Plan: US Dialing Plan. Greetings: English;Spanish (Latin American)

Total Employees: 792

## 2. SERVICE TERMS.

- 2.1. Telephony Connectivity.** Communication connectivity is provided by a third-party provider. NAVEX Global cannot guarantee communication connectivity for all or any available connection sources within a particular country or region. **Thus, NAVEX Global makes no warranties, express or implied, concerning the reliability or functionality of communication connectivity to the Hotline services outside of NAVEX Global's control.** Customer is responsible for conducting in-country connectivity testing for quality assurance, and NAVEX Global will address any service failures identified through this process upon Customer notifying NAVEX Global and in accordance with the information provided on NAVEX Global's website: <http://trust.navexglobal.com/telephony-availability-report.html>.
- 2.2. Compliance With Law.** NAVEX Global's Services are subject to U.S. sanctions laws and Customer is expressly prohibited from making the Services available to any party listed on the Specially Designated Nationals List maintained by the U.S. Department of the Treasury or to any individual prohibited by the current OFAC list (available at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>).
- 2.3. SUB-PROCESSOR.** Customer consents to the use of the applicable sub-processors set forth in the following link: <https://www.navexglobal.com/en-us/service-hosting-providers>. The foregoing link contains a mechanism to subscribe to notifications of the addition of any new sub-processors for each applicable Service, to which Customer may subscribe. Notwithstanding any provision to the contrary, updates provided via this mechanism shall operate as the notification of changes concerning the addition of any new sub-processors.

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## Incident Management

### 1. DESCRIPTION OF SERVICES.

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#### EthicsPoint IM - Foundation Setup - MIG SVC

EthicsPoint® Incident Management Foundation setup includes:

- Implementation of EthicsPoint® Incident Management Foundation system
- Mapping of the Hotline and Web Intake Site intake methods to the EthicsPoint® Incident Management Foundation system, if Hotline and Web Intake Site are in use
- NAVEX Global Administrator / User training available via the web, through regularly scheduled webinars and on demand trainings

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#### Hotline - Web Intake Site Setup - MIG SVC

Hotline - Web Intake Site setup includes development services to support the creation of a Web Intake Site.

Setup includes:

- A single English Web Intake Site leveraging Customer's logo
- Inclusion of available, supported foreign languages previously deployed with customer's current solution.
- Industry-standard issue package and existing Customer's custom issues
- System configuration to support intake and routing of reports into EthicsPoint
- Quality Assurance and configuration of the Web Intake Site to confirm availability for reporting

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#### Location Database Module Setup - MIG SVC

Location Database Module Setup makes available a method for storing client defined location information within EthicsPoint. This enables users and reporters to select an appropriate case specific location during intake based on client provided data. This consistent collection of location information allows for better use of NAVEX Global analytics tools to spot trends and patterns based on location. NAVEX Global will load existing location data from the current solution into EPIM as a one-time Location integration. Any future location updates will be cared for through Client Support and may require additional costs.

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## Premium Analytics - MIG SVC

Premium Analytics is an ad hoc reporting interface to NAVEX Global's EthicsPoint Incident Management software. Designed for both operational and actionable insight, Premium Analytics allows for deeper analysis of NAVEX Global Incident Management data while delivering features to assist in the measurement, visualization and distribution of case management data.

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## Current URL Transfer or Cancellation - MIG SVC

Redirect of current web intake URL to a new web intake URL.

2. **SERVICE TERMS.** All terms detailed in this section which, by their nature, may apply to the Telephony and Hotline services shall be construed to apply to such services. Unless Customer requests an alternate configuration, Services that collect and/or process User Personally Identifiable Information will include processes and functionality designed to ensure the anonymity of the Reporters. Notwithstanding any other provision of the MSA or this Order Form, if, through no fault of NAVEX Global, Customer does not proceed with a timely implementation of the Services in a production environment, then (a) NAVEX Global will not be liable for any such delay and (b) NAVEX Global reserves the right to charge additional fees to implement such Services for Customer.
- 2.1. **Report Availability.** NAVEX Global will use commercially reasonable efforts to make English-language versions of the Reports available to Customer for review and processing (a) within 12 hours of receipt, for Reports submitted in English and (b) within 48 hours of receipt for Reports submitted in any language other than English, excluding weekends and US national holidays. As used herein, (a) a "Reporter" is any individual (employees and/or non-employees) permitted by Customer to access and use the reporting features of the Services and (b) a "Report" includes the following as a single Report: (i) any information reported by a Reporter about Customer or its business or personnel via the Services, (ii) any communications directed by Customer to a Reporter via the Services and any Reporter responses thereto, or (iii) any notes, summaries or other data uploaded to the Services by Customer representatives. Customer will have sole responsibility for the deletion and use of any Report, User PII, or other data residing in the Services. NAVEX Global will have no responsibility, liability or obligation with respect to any such Report, information or data that has been purged, overwritten or otherwise destroyed by or as directed by Customer. Customer will have access and the ability to download and save Reports during the Term. Upon termination and at the request by Customer made within thirty (30) days following the effective date of termination, NAVEX Global will create and deliver to Customer, at Customer's cost and expense, a copy of all Reports then in existence in the Services.
- 2.2. **Data Aggregation And Analysis.** Customer hereby authorizes NAVEX Global to collect, specific Customer information (excluding information that might directly identify Customer or a Customer Reporter) collected in the performance of Services and aggregated with other data collected from NAVEX Global customers ("Benchmarking Statistics"), for the purpose of analyzing and reporting the effectiveness of and any trends in corporate ethics and compliance programs according to industry, company size, country, geographic region or other relevant classification or for other uses as NAVEX Global may decide. Customer may access aggregate Benchmarking Statistics by purchasing NAVEX Global's Integrity Diagnostics and/or Performance Benchmarking Services.
- 2.3. **SUB-PROCESSOR.** Customer consents to the use of the applicable sub-processors set forth in the following link: <https://www.navexglobal.com/en-us/service-hosting-providers>. The foregoing link contains a mechanism to subscribe to notifications of the addition of any new sub-processors for each applicable Service, to which Customer may subscribe. Notwithstanding any provision to the contrary, updates provided via this mechanism shall operate as the notification of changes concerning the addition of any new sub-processors.
- 2.4. **DISCLAIMER.** NAVEX Global hereby disclaims (a) any responsibility with respect to any claim asserting or challenging the veracity, accuracy or completeness of any Report, or (b) any responsibility with respect to any claim arising from Customer's use, nonuse or processing of a Report.

## VI. GENERAL TERMS

This Order Form is made effective as of the Order Form Effective Date, sets forth the services to be provided by NAVEX Global, Inc. ("NAVEX Global") to Customer and is governed by the terms of the written Master Services Agreement, detailed here: [http://www.navexglobal.com/NAVEXGlobal\\_MSAv56](http://www.navexglobal.com/NAVEXGlobal_MSAv56) (the "Agreement"). The parties agree the Agreement is incorporated by reference into this Order Form as of the Order Form Effective Date. Except as otherwise defined herein, all capitalized terms used in this Order Form shall have the meanings attributed to them in the Agreement. This Order Form supersedes any related quotation, previous and conflicting terms, or purchase orders issued by Customer. Each of the signatories to this document represent they are duly authorized representatives of their respective party to this Order Form and further represent and warrant they have the actual corporate authority to execute this Order Form on behalf of their respective party and is entered into as of the Effective Date.

### ACCEPTED BY NAVEX Global, Inc.:

\_\_\_\_\_  
General Counsel, Shon C. Ramey  
Date:

### ACCEPTED BY CITY OF PENSACOLA, FLORIDA

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

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

Approved As To Substance:

\_\_\_\_\_  
Department Director/Division Head  
Date:

Legal in form and valid as drawn:

(CORPORATE SEAL)

\_\_\_\_\_  
City Attorney  
Date:

## NAVEX Global

# NAVEX Global Master Services Agreement

This Master Services Agreement (“**MSA**”) is entered into as of the date of last signature (the “**Effective Date**”) by and between **NAVEX Global, Inc.**, a Delaware corporation, having its principal place of business at 5500 Meadows Road, Suite 500, Lake Oswego, Oregon 97035 (“**NAVEX Global**”), and the entity signing the Order Form (as defined in Section 1.2) into which this MSA is incorporated (“**Customer**”). In consideration of the mutual covenants and conditions contained in this MSA and intending to be legally bound, the parties agree as follows:

### 1.0 Purpose and Scope.

1.1. Master Services Agreement. This MSA establishes the general terms and conditions with respect to NAVEX Global’s provision of Services to Customer. “**Service**” or “**Services**” means, collectively, the SaaS Offering (as defined in Section 2.1) and any other services provided to Customer by NAVEX Global, as set forth in an Order Form. This MSA and all Order Forms and other documents incorporated into the MSA by reference are, collectively, the “**Agreement**.”

1.2. Order Forms and Change Orders. The Services to be provided, and any Service-specific terms and conditions, will be set forth in a separate document or documents, as applicable, governed by this MSA (“**Order Form**”). Certain Services which are not recurring and for which only one-time fees apply may be added pursuant to a simplified ordering document (“**Change Order**”). As used herein “Order Form” includes “Change Order.” Customer’s execution of an Order Form constitutes a binding commitment to purchase the Services and items specified in such Order Form.

1.3. Affiliates. “**Affiliate**” means an entity controlling, controlled by, or under common control with a party to this MSA. Customer may authorize its Affiliates’ use of the Services provided that (i) the combined use of the Services by Customer and its Affiliates shall not exceed the applicable Subscription Metrics (as defined in Section 2.1); (ii) Customer guarantees any such Affiliate’s performance of all terms and obligations of the Agreement; (iii) Customer agrees to comply with any injunction arising out of any Affiliate’s breach of the Agreement; and (iv) Customer shall be responsible for all use of and access to the Services by any Affiliate.

1.4. Order of Precedence. To the extent any terms and conditions of this MSA conflict with the terms and conditions of an Order Form, the terms and conditions of the Order Form shall control.

1.5. Applicable Law. “**Applicable Law**” means any law, rule, or regulation applicable to a party.

### 2.0 Services.

2.1. **Grant of Use.** During the applicable Services Term (as defined in Section 6.2), and subject to payment of applicable fees per the Agreement and Customer's compliance with the Agreement, NAVEX Global grants Customer a non-transferable, non-assignable, worldwide right to access and use the proprietary governance, risk, and compliance software-as-a-service offering identified in the applicable Order Form(s) that NAVEX Global makes available to Customer online via a Uniform Resource Locator (URL) ("**SaaS Offering**") for Customer's internal use for purposes of managing and coordinating information. Customer's use is restricted to the limitations on usage of Services as designated and/or defined in the applicable Order Form, or the financial metric used to calculate applicable fees ("**Subscription Metrics**"). Subscription Metrics are designated by a term such as the number of "licenses," "employees," "reports," and the like. On Customer's request, which may be rejected by NAVEX Global in its sole discretion, NAVEX Global may assist Customer, at Customer's cost, with implementing interactions between the SaaS Offering and application programming interfaces, applications, services, products, or software provided by a third party ("**Integrations**"). NAVEX Global will make commercially reasonable efforts to ensure the features and functionality of Integrations; however, NAVEX Global accepts no liability for a failure of an Integration, errors, or for the unauthorized use, access, or processing of any Customer Data (as defined in Section 3.1) that occurs as a result of an Integration.

2.2. **Online Access; Environment; Hosting Infrastructure.** NAVEX Global will provide Customer online access to and use of the SaaS Offering in accordance with the applicable Order Form and the user instructions, release notes, manuals, and online help files that describe the operation of the Services in the form generally made available to NAVEX Global customers, as may be updated from time to time (collectively, the "**Technical Documentation**"). Customer will access the SaaS Offering by use of a supported Customer-provided browser. NAVEX Global is responsible for the hosting and management of the SaaS Offering, including obtaining and maintaining all computer hardware, software, communications systems, network, and other infrastructure necessary to permit Customer to access and use the SaaS Offering ("**Hosting Infrastructure**"), either directly or through its designated third-party supplier or data center. NAVEX Global will manage and install within the Hosting Infrastructure all updates and upgrades that NAVEX Global makes generally available to its customers for the SaaS Offering. Customer is solely responsible for obtaining and maintaining, at its own expense, all equipment and technology needed to access the SaaS Offering, including, without limitation, internet access and adequate bandwidth.

2.3. **Updates.** Access is limited to the version of the Services in NAVEX Global's production environment. NAVEX Global regularly updates the Services and reserves the right to make updates to the Services in the event of Service unavailability, end of life, or changes to software requirements, provided that any such modification shall not result in a material reduction in the functionality of the Services.

2.4. **Acceptable Use.** Customer acknowledges and agrees that NAVEX Global does not monitor or evaluate Customer Data transmitted through the Services, and NAVEX Global shall not be responsible for the content of any Customer Data. Customer shall use the Services exclusively for authorized and legal purposes and consistently with Applicable Law. Customer is solely responsible and liable for ensuring the appropriate use of any reports and other materials prepared by NAVEX Global in a manner that will not violate Applicable Law or infringe upon the rights of any third party.

2.5. **Security.** NAVEX Global will implement commercially reasonable and appropriate measures designed to secure Customer Data against accidental or unlawful loss, access, or disclosure. NAVEX Global will be responsible for ensuring the security and confidentiality of account names and passwords residing within its systems and while being received and processed by the



SaaS Offering for the purpose of permitting access thereto. Customer is responsible for instructing any individual who Customer authorizes to use the Services (“**Licensed User**”) to keep their respective account names and passwords strictly confidential. Customer agrees to promptly notify NAVEX Global if account names or passwords are lost, stolen, or otherwise compromised. Customer will not (i) breach or attempt to breach the security of the Services or of any network, servers, data, computers, or other hardware relating to or used in connection with the SaaS Offering, or of any third party that is hosting or interfacing with any part of the SaaS Offering; or (ii) use or distribute through the SaaS Offering any software, files, or other tools or devices designed to interfere with or compromise the privacy, security, or use of the SaaS Offering or the operations or assets of any other customer of NAVEX Global or any third party. Customer will comply with the user authentication requirements for use of the SaaS Offering. Customer is solely responsible for monitoring the administration of access to and use of the SaaS Offering by its Licensed Users. Any failure by a Licensed User to comply with the Agreement shall be deemed to be a material breach by Customer, and NAVEX Global shall not be liable for any damages that Customer or any third party incurs resulting from such breach. Customer must immediately take all necessary steps, including providing Notice (as defined in Section 12.5) to NAVEX Global, to effect the termination of an access identification for any Licensed User if there is any compromise in the security of that access identification or if unauthorized use of such access identification is suspected or has occurred.

2.6. Support. During the applicable Services Term (as defined in Section 6.2), NAVEX Global will provide support for the SaaS Offering in accordance with the schedule detailed at: <http://www.navexglobal.com/CustomerSupportGuide>, subject to reasonable updates in NAVEX Global’s sole discretion (“**Support**”). However, NAVEX Global is not under any obligation to provide Support with respect to (i) SaaS Offering(s) that have been altered or modified by anyone other than NAVEX Global or its licensors; (ii) SaaS Offering(s) used other than in accordance with the Technical Documentation and the Agreement; (iii) discrepancies that do not significantly impair or affect the operation of the Services; or (iv) errors and/or malfunctions caused by any systems or programs not supplied by NAVEX Global.

2.7. Cooperation. Customer shall provide NAVEX Global with good faith cooperation as NAVEX Global may reasonably require from time to time in order to provide the Services, including, without limitation, providing security access, information, and software interfaces to Customer’s applications and personnel. Customer acknowledges and agrees that NAVEX Global’s performance is dependent upon Customer’s timely and effective satisfaction of its responsibilities hereunder and Customer’s timely decisions and approvals in connection with the Services.

### 3.0 Proprietary Rights.

3.1. Ownership. Each party shall retain all right, title, and interest in any copyrights, trademarks, patent rights, and other intellectual property or proprietary rights it has acquired or developed prior to or outside the scope of the Agreement. Customer shall retain all right, title, and interest, including copyrights, trademarks and patent rights, in any and all Customer content provided under the Agreement and any and all derivative works thereof (collectively, “**Customer Intellectual Property**”). Any data collected, received, or processed by NAVEX Global as required by the Services, including Personal Data (as defined in Section 4.1) but excluding Use Data (as defined in Section 3.4) (collectively, “**Customer Data**”), will remain the exclusive property of Customer. NAVEX Global shall own and retain all right, title, and interest, including copyrights, trademarks, and patent rights in any and all Services provided under the Agreement and any and all derivative works thereof (collectively, “**NAVEX Global Intellectual Property**”). Neither party will

acquire any right, title, or interest in the intellectual property rights of the other party by virtue of its performance under the Agreement. All rights not expressly granted are reserved exclusively by the respective owner; there are no implied rights.

### 3.2. License Rights.

(i) Customer grants NAVEX Global, for the Term, a limited, non-exclusive, worldwide, non-transferable, royalty-free license to reproduce, transmit, perform, copy, display, distribute, create derivative works for the sole purpose of formatting, and otherwise use any Customer Intellectual Property for the sole and limited purpose of delivering the Services to Customer per the terms of this Agreement. NAVEX Global agrees that any use of any of Customer's trademarks or service marks will inure solely to the benefit of Customer and that NAVEX Global will not at any time acquire any rights in Customer's trademarks or service marks. NAVEX Global shall not take any action that jeopardizes any of Customer's rights in any Customer Intellectual Property. NAVEX Global may not obscure, alter, or remove any copyright, patent, trademark, service mark, or proprietary rights notices on any Customer materials.

(ii) NAVEX Global grants Customer, for the Term, a limited, non-exclusive, worldwide, non-transferable, royalty-free license to reproduce, transmit, perform, copy, display, distribute, and otherwise use any and all NAVEX Global Intellectual Property for the sole and limited purpose of furthering Customer's business operations that use NAVEX Global Intellectual Property per the terms of this Agreement. Customer agrees that any use of NAVEX Global's trademarks or service marks will inure solely to the benefit of NAVEX Global and that Customer will not at any time acquire any rights in NAVEX Global's trademarks or service marks. Customer shall not take any action that jeopardizes NAVEX Global's rights in any NAVEX Global Intellectual Property. Customer may not obscure, alter, add, or remove any copyright, patent, trademark, service mark, or proprietary rights notices on any NAVEX Global materials.

### 3.3. Restrictions. Customer shall not:

(i) sell, resell, distribute, host, lease, rent, license, or sublicense the Services or any portion thereof, including, without limitation, to provide processing services to third parties, or otherwise use the Services on a service bureau basis;

(ii) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Services or any portion thereof;

(iii) allow access to, provide, divulge, or make available the Services to anyone other than Licensed Users;

(iv) write or develop any derivative works based upon the Services;

(v) modify, adapt, tamper with, or otherwise make any changes to the Services or any part thereof;

(vi) create internet links to or from the Services;

(vii) frame or mirror any materials that NAVEX Global provides or posts in connection with the Services, including, without limitation, training courses, text, images, graphics, sound recordings, and videos and modifications, enhancements, or new versions thereof;

(viii) use the Services in a manner not authorized under the Technical Documentation or the Agreement, or in violation of Applicable Law; or

(ix) use the Services, or permit them to be used, for purposes of evaluation, benchmarking, or other comparative analysis intended for external publication without NAVEX Global's prior written consent, which may be withheld in NAVEX Global's sole discretion. Despite the foregoing section (ix), pursuant to Applicable Law, Customer may use NAVEX Global's name in internal or regulatory communications pertaining to Customer's agreement to use NAVEX Global's Services.

3.4. Data Aggregation, Statistical Information, and Use Data. Customer authorizes NAVEX Global, as part of the Services, to access and compile certain Customer Data (excluding Personal Data), for the purpose of analysis and reporting on the effectiveness and trends in corporate ethics and compliance programs. The Customer Data that NAVEX Global accesses and compiles shall be aggregated with other similar data across all NAVEX Global customers according to industry, company size, country, geographic region, or other relevant classification and shall not be used in any manner that would identify Customer. Customer understands that NAVEX Global employs certain third-party software within its Services to enable NAVEX Global to better understand Licensed User behavior and provide Licensed Users with improved functionality and other relevant enhancements to the software application(s). The data gathered from such use ("**Use Data**") may include information such as browser type, pages visited, features used, and operating system version, but shall not contain Personal Data.

3.5. Commercial Item. The SaaS Offering and any accompanying Technical Documentation and related software were developed by NAVEX Global and its suppliers at private expense and are deemed to be a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Use, duplication, and disclosure by civilian agencies of the U.S. Government will be in accordance with FAR 52.227-19(c) or other agency data rights provisions, as may be applicable.

## 4.0 Data Privacy.

4.1. Definition of Personal Data. "**Personal Data**" means any information relating to an identified or identifiable natural person. An "**Identifiable Natural Person**" is one who can be identified directly or indirectly, in particular by reference to one or more identifiers, such as a name, an identification number, location data, online identifier, or any other factor specific to the individual.

4.2. Processing of Personal Data. Customer acknowledges and agrees that NAVEX Global will collect, process, use, and/or store certain Personal Data in delivering the Services. NAVEX Global shall comply with the NAVEX Global Privacy Statement (available at: <http://www.navexglobal.com/privacy-statement>), as may be amended from time to time. NAVEX Global (i) has established and shall maintain appropriate technological security measures to protect against unauthorized access to any Personal Data that is stored within the Hosting Infrastructure; (ii) shall not utilize Personal Data for any purpose other than to provide Services; (iii) shall not disclose any Personal Data to any person not authorized by Customer, except as necessary to comply with Applicable Law; (iv) will act solely on the instructions of Customer in respect of all Personal Data, unless otherwise prohibited by Applicable Law; and (v) will promptly inform Customer of any confirmed Security Incident regarding disclosure of Personal Data, complaint concerning disclosure, or other unauthorized use of Personal Data. "**Security Incident**" means any actual or reasonably suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to Customer Data, including Personal Data, by NAVEX Global or its Sub-processors of which NAVEX Global becomes aware. All NAVEX Global subcontractors with access to Personal Data ("**Sub-processors**") will be contractually required to comply with Applicable Law and, where applicable, Frameworks (as defined in Section 4.3), and will be bound to strict obligations of confidentiality, privacy, and security. Customer expressly consents to NAVEX Global

engaging Sub-processors as disclosed in an applicable Order Form. NAVEX Global shall be responsible for all acts and omissions by such Sub-Processors. Where Customer instructs NAVEX Global to engage with any third parties on behalf of Customer (for example, to implement an Integration), NAVEX Global shall have no liability or responsibility for the transfer of Personal Data to any such third party.

4.3. Certification. NAVEX Global is certified by the U.S. Department of Commerce under the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework (collectively, the “**Frameworks**”) so as to ensure that adequate safeguards are adduced with respect to the protection of privacy and fundamental rights and freedoms of individuals located in the European Economic Area and Switzerland for the transfer of any Personal Data by Customer or its Licensed Users to NAVEX Global. Accordingly, NAVEX Global agrees to process any such Personal Data in compliance with the Frameworks. The parties agree that they will work together in good faith to enter into any additional agreements that may be legally required by either party to ensure compliance with Applicable Law, particularly with regard to applicable data privacy laws.

## **5.0 Fees and Payment.**

5.1. Fees. Fees are set forth in the applicable Order Form and are based on the applicable Subscription Metrics. All fees are in United States Dollars unless otherwise agreed in an applicable Order Form. Fees are not refundable or cancellable. NAVEX Global shall send all invoices and fee increase notices via email to the Customer email address indicated in the applicable Order Form, unless otherwise specified herein.

5.2. Payment. Unless otherwise specified in the applicable Order Form, all payment obligations start from the execution of the Order Form, with payment of all of the Order Form’s first-year fees due within thirty (30) calendar days following the invoice date. Except as otherwise expressly specified in the Order Form, Customer shall send such payment to the address included on the invoice, and such payments shall be made in United States Dollars. Interest accrues on past due balances until paid at the lesser of (i) one and one-half percent (1.5%) per month; and (ii) the highest rate allowed by law. Customer shall reimburse NAVEX Global for expenses incurred, including interest, court costs, and reasonable attorneys’ fees, in collecting amounts due to NAVEX Global hereunder that are not under good faith dispute by Customer.

5.3. Taxes. Unless otherwise specified in the applicable Order Form, all fees for the Services exclude any direct or indirect taxes, levies, duties, or similar governmental assessments, including without limitation, any sales, use, value-added, withholding, or similar taxes (“**Taxes**”). Customer is responsible for paying all Taxes associated with Customer’s purchases hereunder directly to the taxing authority. As an exception to the foregoing, if NAVEX Global has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer to NAVEX Global, unless Customer provides NAVEX Global with a valid tax exemption certificate authorized by the appropriate taxing authority. NAVEX Global is solely responsible for taxes based upon NAVEX Global’s net income, assets, payroll, property, and employees.

5.4. Subscription Metrics. Customer may increase its Subscription Metrics at any time during the Services Term at then-prevailing prices. Customer may decrease Subscription Metrics at any time, but NAVEX Global shall not issue any refunds or reduce fees payable through the end of the then-current Services Term. At all times during the Services Term, Customer shall be responsible for ensuring sufficient Subscription Metrics to accommodate one hundred percent (100%) of its usage of the Services. If Customer’s usage of the Services exceeds the current

Subscription Metrics, Customer must promptly purchase additional Subscription Metrics or NAVEX Global may charge then-prevailing prices for the level of usage above Customer's current Subscription Metrics.

## **6.0 Term and Termination.**

6.1. MSA Term. This MSA shall remain in effect until terminated as set forth herein ("**Term**").

6.2. Services Term. The initial term for each Service purchased, and any renewal rights or extensions, will be as set forth in the applicable Order Form ("**Services Term**").

6.3. Suspension of Services for Non-Payment. If any fees which are not disputed by Customer in good faith are more than thirty (30) calendar days past due, NAVEX Global will have the right, in addition to all other rights and remedies available to it, to suspend delivery of or access to the Services.

6.4. Disputed Fees. Customer shall set forth in writing and in reasonable detail any amount (s) disputed in good faith and the basis or reason for the dispute. Upon receipt of a Notice (as defined in Section 12.5) of dispute, the parties will make reasonable, diligent, good faith efforts to quickly resolve the dispute, and NAVEX Global shall provide such information as Customer reasonably requests in order to audit or confirm the charges. Neither party shall be required to pay or refund, as applicable, any amounts disputed in good faith until such dispute is fully resolved. Once the dispute is fully resolved, the agreed-upon amounts shall be paid or refunded, as applicable, within ten (10) calendar days following such resolution.

6.5. Termination. The Agreement may be terminated (i) by either party if the other party materially breaches the Agreement and does not cure the breach within thirty (30) calendar days after receiving Notice thereof from the non-breaching party; (ii) as set forth in Section 7.5 (Infringement Remedies); (iii) as set forth in Section 12.8 (Compliance with Law); (iv) if the other party becomes insolvent (generally unable to pay its debts as they become due) or the subject of a bankruptcy, conservatorship, receivership, or similar proceeding, or makes a general assignment for the benefit of creditors; (v) by either party at any time that no Order Form is outstanding; or (vi) by NAVEX Global upon the expiration of ten (10) calendar days' Notice if any fees which are not disputed by Customer in good faith are more than thirty (30) calendar days past due.

6.6. Partial Termination. Where a party has rights to terminate the Agreement pursuant to Section 6.5 (Termination), the non-breaching party may, at its discretion, either terminate the entire Agreement or the applicable Order Form. Order Forms that are not terminated shall continue in full force and effect under the terms of this MSA.

6.7. Effects of Termination or Partial Termination. Upon any termination, without prejudice to any other rights or remedies that the parties may have, all rights licensed and obligations required hereunder shall immediately cease, except as otherwise provided. Each party may retain, subject to this MSA, copies of Confidential Information required for internal record keeping purposes and for compliance with Applicable Law. Unless otherwise documented by the parties, all Customer Data within the Hosting Infrastructure shall be deleted within forty-five (45) days of expiration or termination of this MSA or Order Form, as applicable. Customer Data stored in backups shall be overwritten in accordance with NAVEX Global's backup and retention cycle. If NAVEX Global terminates the Agreement or an Order Form per Section 6.5(vi), Customer agrees that it shall remain responsible for all outstanding fees payable to NAVEX Global for the Services Term and

NAVEX Global may declare all such fees immediately due and payable. Customer acknowledges that such amounts are liquidated damages reflecting a reasonable measure of actual damages and not a penalty.

## **7.0 Warranties and Disclaimers.**

### **7.1. NAVEX Global Services Warranty.** NAVEX Global warrants that:

- (i) the SaaS Offering, as updated in accordance with Section 2.3 and when used in accordance with the current Technical Documentation, will perform in all material respects, as specified in such Technical Documentation, during the applicable Services Term;
- (ii) all Services will be performed in a professional manner, in accordance with industry standards; and
- (iii) NAVEX Global will not design its systems to include any “back door,” “time bomb,” “Trojan horse,” “worm,” “drop dead device,” “virus,” “preventative routines,” or other similar computer software routines.

**7.2. Breach of Services Warranty Remedies.** In the event of any breach of Section 7.1(i), NAVEX Global shall diligently endeavor to remedy any material failures of a Service to conform to its functional specifications, as described in the Technical Documentation, that Customer reports to NAVEX Global and that NAVEX Global is able to replicate during the applicable Services Term (“**Errors**”). The foregoing shall be Customer’s sole remedy, and shall be NAVEX Global’s sole liability, for any uncured breach of Section 7.1(i). NAVEX Global shall not be obligated to correct Errors resulting from any (i) components or content that NAVEX Global does not provide, or from any Integration; (ii) unauthorized use or use of the Services other than in accordance with the Technical Documentation and the Agreement; or (iii) viruses, malicious software, or other disruptive programs or applications that Customer, its agents, or its Licensed Users introduce into the Services or which are introduced into the Services as a result of Customer’s use of the Services.

### **7.3. Customer Warranties.** Customer represents and warrants that:

- (i) Customer and Licensed Users are authorized to provide all Customer Data and any other data and information submitted to the Services and that all Integrations requested by Customer are authorized;
- (ii) Customer’s and Licensed Users’ use of the Services and provision of Customer Data will comply with Applicable Law;
- (iii) NAVEX Global’s use of Customer Data in providing the Services will not infringe the intellectual property or other proprietary rights of any third party;
- (iv) Customer will be responsible for promptly obtaining and providing to NAVEX Global all consents required for Customer to use the Services; and
- (v) Customer will not modify or create derivative works based on the SaaS Offering or any other Services, or attempt to decode, decipher, decompile, disassemble, or reverse engineer the SaaS Offering or any other Services or deliverables.

### **7.4. Mutual Warranties.** Each party represents and warrants that:

- (i) the execution, delivery, and performance of this MSA has been and shall be duly authorized by the executing party;

- (ii) the executing party's performance of its obligations will not conflict with, result in a breach of, or constitute a default under any other agreement to which that party is bound; and
- (iii) the executing party is in material compliance with all Applicable Laws with regard to its obligations under the Agreement.

7.5. Infringement Remedies. If the SaaS Offering infringes, or if NAVEX Global believes that the SaaS Offering infringes, on the intellectual property or other proprietary rights of any third party, NAVEX Global may, in its sole discretion, (i) modify the SaaS Offering to be non-infringing, (ii) obtain for Customer a license to continue using the affected SaaS Offering, or (iii) if neither (i) nor (ii) are practical in NAVEX Global's sole judgment, terminate the affected SaaS Offering and return to Customer the unused portion of any fees paid for the affected SaaS Offering. Subject to the parties also meeting their express indemnification obligations under this MSA, NAVEX Global's satisfactory performance of any one or all of the remedies set forth in the preceding sentence shall be Customer's sole and exclusive remedy for NAVEX Global's breach of the infringement warranty or for any damages incurred from early termination of the applicable Order Form due to a third-party infringement claim.

7.6. Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES SET FORTH HEREIN AND THOSE EXPRESSLY SET FORTH IN AN ORDER FORM, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND NAVEX GLOBAL DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE SERVICES, DELIVERABLES, MARKS, OR NAVEX GLOBAL'S PERFORMANCE UNDER THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ACCURACY, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. NAVEX GLOBAL EXPRESSLY DOES NOT WARRANT THAT THE SERVICES MEET THE SPECIFIC REQUIREMENTS OF ANY FEDERAL, PROVINCIAL, STATE, OR LOCAL LAWS, REGULATIONS, OR GUIDELINES.

7.7. Additional Disclaimers and Agreements.

(i) **LEGAL SERVICES.** NAVEX GLOBAL is not engaged in the practice of law. In the provision of Services, certain issues may arise that are quasi-legal in nature. Any statements or assistance NAVEX GLOBAL PROVIDES in these matters should be interpreted as opinions or advice concerning business issues to be considered in connection with the Services. Customer represents and warrants it is not relying upon NAVEX GLOBAL to provide legal services.

(ii) **USE.** Customer agrees and acknowledges that it is fully responsible for its use of the Services. NAVEX GLOBAL expressly disclaims any liability as a result of Customer's use of the Services or Customer's actions or inactions with respect to any information derived therefrom, except where such liability first arose as a direct result of NAVEX GLOBAL's (a) material breach of this MSA, or (b) grossly negligent act or omission in delivering the Services. NAVEX GLOBAL WILL NOT BE RESPONSIBLE FOR PAYMENT OF ANY FINES ASSESSED AGAINST CUSTOMER OR ITS LICENSED USERS BY ANY REGULATORY AUTHORITY FOR CUSTOMER'S FAILURE TO COMPLY WITH STATUTORY OR REGULATORY REQUIREMENTS OF ANY KIND.

## **8.0 Indemnification.**

8.1. By NAVEX Global. NAVEX Global will indemnify and defend Customer and its officers, directors, employees, and agents against any costs and expenses (including reasonable attorneys' fees and disbursements), liability, and costs from suits, actions, or proceedings

threatened, made, or brought by any third party in connection with any and all allegations, claims, or demands (“Losses”) to the extent such Losses relate to or arise from (i) NAVEX Global’s violation of Applicable Law; or (ii) a claim that the SaaS Offering infringes or misappropriates any third-party intellectual property rights. NAVEX Global’s obligations in this Section 8.1 do not apply (A) to the extent that the allegedly infringing SaaS Offering, portions or components thereof, or modifications thereto result from any change made by Customer or any third party for Customer; (B) if the infringement claim could have been avoided by using an unaltered current version of a SaaS Offering that NAVEX Global provided; (C) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NAVEX Global, or any material from a third-party portal or other external source that is accessible to Customer within or from the SaaS Offering (e.g., a third-party web page accessed via a hyperlink) or a third-party product; (D) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by NAVEX Global; or (E) to the extent that an infringement claim is caused by Customer providing to NAVEX Global materials, designs, know-how, software, or other intellectual property with instructions to NAVEX Global to use the same in connection with the SaaS Offering.

8.2. By Customer. Customer will indemnify and defend NAVEX Global and its officers, directors, employees, and agents against any and all Losses to the extent such Losses relate to or arise from:

- (i) a claim that any Customer Intellectual Property infringes or misappropriates any third-party intellectual property rights;
- (ii) from all Taxes for which Customer is liable;
- (iii) Customer’s and Customer’s Affiliates’ use of the Services, provided that such use is the sole and proximate cause of the request for indemnification under this subsection; or
- (iv) Customer’s violation of Applicable Law.

8.3. Mutual Obligations. The party from whom indemnification is being sought pursuant to this Section 8.3 (“**Indemnifying Party**”) shall indemnify the party seeking indemnification from the Indemnifying Party (“**Indemnified Party**”) only on the following conditions: (i) the Indemnified Party has a valid claim for indemnification pursuant to Section 8.0; (ii) the Indemnified Party promptly provides the Indemnifying Party with Notice of any Losses; and (iii) the Indemnified Party promptly tenders control of the defense and settlement of any such Losses to the Indemnifying Party (at the Indemnifying Party’s expense and with the Indemnifying Party’s choice of counsel); with the exception that failure to give such Notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party shall cooperate fully with the Indemnifying Party at the Indemnifying Party’s request and expense in defending or settling such claim, including, without limitation, providing any information or materials necessary for the Indemnifying Party to perform the foregoing. The Indemnifying Party will not enter into any settlement or compromise of any such claim without the Indemnified Party’s prior written consent if the settlement would require admission of fault or payment by the Indemnified Party.

## 9.0 Confidential Information.

9.1. Definition of Confidential Information. “**Confidential Information**” means any information disclosed at any time by either party, its Affiliates, directors, officers, employees, and agents (collectively, “**Representatives**”), to the other party or its Representatives in anticipation of or during the parties’ relationship, either directly or indirectly, in writing, orally, or by inspection of



tangible objects that pertain to such party's business, including, without limitation, information concerning technology, marketing, planned functionality, market strategies, finances, employees, planning, product roadmaps, service or product purchases, performance agreements and documentation, performance results, pricing, and other confidential or proprietary information, including information a reasonable person would understand to be confidential or proprietary. Confidential Information of either party will not, however, include any information that:

- (i) was publicly known and that the disclosing party made generally available in the public domain prior to the time of disclosure;
- (ii) becomes publicly known and that the disclosing party made generally available after disclosure to the receiving party through no action or inaction of the receiving party;
- (iii) is already in the possession of the receiving party without a breach of any third party's obligations of confidentiality at the time of disclosure by the disclosing party, the burden of proof of prior possession being on the party asserting such prior possession;
- (iv) the receiving party obtains from a third party without a breach of such third party's confidentiality obligations; or
- (v) the receiving party independently develops without use of or reference to the disclosing party's Confidential Information, the burden of proof of independent development being on the party asserting such independent development.

9.2. Disclosure of Confidential Information. Each party shall (i) hold all Confidential Information of the other party in confidence and use it only as permitted in connection with the Services provided under the Agreement; (ii) use the same care to prevent unauthorized disclosure of the disclosing party's Confidential Information as the receiving party uses with respect to its own Confidential Information of a similar nature, which shall not, in any case, be less than the care a reasonable business person would use under similar circumstances; (iii) disclose only the Confidential Information required to comply with a court order or Applicable Law in conjunction with fulfilling obligations under Section 9.4; and (iv) only disclose the Confidential Information to its Representatives who have a need to know such information in order to perform their job, have been informed of its confidential nature, and have agreed to and are bound by no less restrictive confidentiality obligations than those in this MSA. Each party shall be liable for their respective Representative's breach of this MSA. Confidential Information shall not be disclosed to third parties without the other party's prior written consent unless required by Applicable Law.

9.3. Injunctive Relief. Each party acknowledges that a party's actual or threatened breach of its confidentiality obligations under Section 9.0 would likely cause irreparable harm to the non-breaching party that could not be fully remedied by monetary damages. Each party, therefore, agrees that the non-breaching party may seek such injunctive relief or other equitable relief as may be necessary or appropriate to prevent such actual or threatened breach without the necessity of proving actual damages. Each party waives the requirement to post a bond in the event of such actual or threatened breach.

9.4. Legal Process. If either party receives notice of a subpoena, request for production of documents, court order, or requirement of a governmental agency to disclose any information or respond to an official inquiry ("**Legal Process**"), the recipient thereof shall, if permitted by law, give prompt Notice to the other party so the other party may move for a protective order or other relief. If either party is required to respond to or support such Legal Process involving the other party (but not where the parties are adverse to one another), the responding party shall be entitled to recover from the other party all reasonable costs, fees, and expenses that the responding party incurs,

including reasonable fees for time expended by internal resources and reasonable attorneys' fees. Each party agrees to cooperate fully with the other party to respond to any notice or inquiry from a third party related to the Agreement.

## **10.0 Liability Exclusions and Limitations.**

10.1. Liability Limitations. THE FOLLOWING LIMITATIONS SHALL NOT APPLY TO (i) BREACHES OF CONFIDENTIALITY OBLIGATIONS; (ii) VIOLATIONS OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (iii) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; OR (iv) PAYMENT OF FEES:

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER UNDER THEORY OF CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS, OR LOST DATA), WHETHER FORESEEABLE OR NOT, AND WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED THE AGGREGATE CONTRACT VALUE FOR THE ONE- (1) YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES.

10.2. Time Limit for Bringing Action. No claim or action, regardless of form, arising out of the Agreement, other than a claim or action relating to a breach of confidentiality or infringement, may be brought by either party more than two (2) years after the cause of action has arisen.

**11.0 Governing Law.** Any dispute between the parties related to the Agreement will be governed by the substantive and procedural rules of Delaware, without regard to conflict of law principles. The parties agree to submit to the exclusive jurisdiction of and venue in the state and federal courts of Multnomah County, Oregon, and each party waives any claims it may have for forum non conveniens. The parties agree that the Uniform Computer Information Transactions Act shall not apply to the Agreement.

## **12.0 General Provisions.**

12.1. Publicity. With prior written approval (which may occur via email), NAVEX Global may use Customer's name and trademarks (including use of logos) (i) in NAVEX Global's customer lists for marketing or promotional purposes; (ii) in press releases and other communications pertaining to Customer's agreement to use NAVEX Global's services; and (iii) on NAVEX Global's website and other sales and marketing media, including collateral, emails, tradeshow displays, and signs.

12.2. Insurance. NAVEX Global shall, at its own cost and expense, acquire and continuously maintain the insurance coverages detailed at the following website during the Term:  
<http://www.navexglobal.com/Insurance>.

12.3. Third-Party Beneficiaries. Unless otherwise prohibited by Applicable Law, nothing in the Agreement shall be construed to give any person or entity other than the parties hereto any legal or equitable claim, right, or remedy; rather, the Agreement is intended to be for the sole and exclusive benefit of the parties.

12.4. Assignment. The terms of the Agreement shall be binding on the parties and their respective successors. Neither party may assign, transfer, or delegate its rights or obligations under the Agreement (in whole or in part) without the other party's prior written consent, except (i) to an Affiliate; or (ii) pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer, or delegation in violation of the foregoing shall be null and void.

12.5. Notice, Generally. "Notice" means written notification to a party that shall be sent via email only, unless otherwise indicated herein. Any Notice to NAVEX Global shall be sent to: [legalnotice@navexglobal.com](mailto:legalnotice@navexglobal.com).

12.6. Consents and Approvals. Unless the parties have agreed otherwise herein, all consents and approvals required under the Agreement must be delivered in writing by courier or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth on the most recent Order Form. Such consent or approval shall be deemed delivered when received. Customer shall send a copy of such consent or approval to [legalnotice@navexglobal.com](mailto:legalnotice@navexglobal.com) on the same date the consent or approval is sent.

12.7. No Agency. The Agreement shall not be construed to create a joint venture or partnership between the parties. Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose, nor shall either party have any right, power, or authority to create any obligation or responsibility on behalf of the other.

12.8. Compliance with Law.

(i) Each party shall be responsible for compliance with Applicable Law related to the performance of its obligations under the Agreement.

(ii) NAVEX Global's Services are subject to U.S. sanctions laws and may not be sold or licensed to any party listed on the Specially Designated Nationals List maintained by the U.S. Department of the Treasury ("**Restricted Party**") or in U.S.-sanctioned countries (the most up-to-date lists can be found at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). Customer represents and warrants that neither Customer, its Representatives, nor, to Customer's knowledge, its Affiliate's Representatives are currently the subject of any investigation by the Office of Foreign Assets Control (OFAC), Department of the Treasury, or any other Governmental Authority pursuant to any laws that OFAC or any other Governmental Authority administers ("**Sanctions Investigation**"). Customer shall promptly notify NAVEX Global if it or any of its Representatives or its Affiliates' Representatives become the subject of any Sanctions Investigation. Customer agrees not to transfer or provide access to the Services (a) to any Restricted Party; or (b) in or for the benefit of individuals or entities from such U.S.-sanctioned countries. Further, Customer agrees not to use the Services for the benefit of a Restricted Party or individuals or entities from such U.S.-sanctioned countries. Customer represents and warrants that it is not directly or indirectly owned by, controlled by, owning, controlling, or named as a Restricted Party. NAVEX Global and its Affiliates may not do business with a Restricted Party under U.S. law (the most up-to-date lists can be found at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> and <http://www.bis.doc.gov/index.php/the-denied-persons-list>).

(iii) Customer represents and warrants that its use of NAVEX Global's Services will in all respects comply with current U.S. export controls regulations and requirements, including, without limitation, those promulgated by U.S. Departments of State, Commerce, Homeland Security, Treasury, and Defense. Any breach of this Section 12.8 is a material breach of the Agreement for which no cure period shall apply.

12.9. Force Majeure. Except for payment of fees, neither party shall be liable for failure to perform, or the delay in performance of, any of its obligations under the Agreement if and to the extent that such failure or delay is caused by events beyond its reasonable control, including, without limitation, acts of the public enemy or a governmental body in its sovereign or contractual capacity, war, fire, flood, unusually severe weather, outside electrical failure, the limitations or failures of third-party internet service providers and/or telecommunication providers, the performance or failures of internet service providers, or acts of terrorism, including cyberattacks on NAVEX Global's computer systems or those of third parties, including, without limitation, internet service providers and telecommunication providers. If so affected, the affected party shall use commercially reasonable efforts to avoid or remove such causes of non-performance or delay and shall continue performance hereunder with reasonable dispatch whenever such causes are removed or otherwise resolved.

12.10. Waiver. No waiver or delay in enforcement of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision hereof, and a waiver shall not be effective unless made in writing and signed by an authorized representative of the waiving party.

12.11. Survival. The terms and conditions of the Agreement that by their nature require performance by either party after the termination of this MSA, including, without limitation, confidentiality obligations, limitations of liability, exclusions of damages, indemnification obligations, governing law, fees owed prior to the date of termination, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this MSA shall be and remain enforceable after such termination of this MSA for any reason whatsoever.

12.12. Severability. If any provision of the Agreement conflicts with governing law or if any provision is held to be null, void, or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with Applicable Law; and (ii) the remaining terms, provisions, covenants, and restrictions of this MSA shall remain in full force and effect.

12.13. Audit. During NAVEX Global's regular business hours, but not more frequently than once a year, Customer may, at its sole expense, perform a confidential audit of NAVEX Global's compliance with Section 4.0 of this MSA as it pertains to the SaaS Offering provided under the Agreement. Any onsite audit shall be conducted on a mutually agreed date, which shall not be sooner than thirty (30) calendar days after NAVEX Global's receipt of Customer's written request for such audit. Such audits shall be limited to security systems as they pertain to the SaaS Offering, and the onsite portion of the audit shall not exceed a cumulative four (4) hours at NAVEX Global's facilities. If the audit exceeds such four- (4) hour period, Customer shall be responsible for payment of professional services fees to NAVEX Global at the current hourly rate for professional services. If the audit is to be performed by a third party on Customer's behalf, such third party shall (i) not be a direct or indirect competitor of NAVEX Global, and (ii) execute prior to commencement of the audit a confidentiality and non-disclosure agreement, as presented by and for the benefit of NAVEX Global. Upon completion of the audit, Customer shall promptly provide NAVEX Global a summary of the findings from each report prepared in connection with any such audit and discuss results, including any remediation plans. If audit results find NAVEX Global is not in substantial compliance with the requirements of Section 4.0 of this MSA, then Customer shall be entitled, at NAVEX Global's expense, to perform up to one (1) additional such audit in that year in accordance with the procedure set forth in this Section. NAVEX Global agrees to work with Customer to identify reasonable remediation actions and to promptly take action at NAVEX Global's expense to correct those matters.

12.14. Entire Agreement. The Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements, proposals, responses to requests for proposals, representations, and warranties, written or oral, concerning the subject matter of the Agreement, including any prior non-disclosure or confidentiality agreement(s), which shall be replaced by those terms and conditions set forth in Section 9.0 unless otherwise expressly agreed to in writing by the parties. The Agreement may be modified or amended only in writing signed by a duly authorized representative of each party; any other act, usage, or custom shall not be deemed to amend or modify the Agreement. It is expressly agreed that the terms of the Agreement shall supersede the terms in any Customer purchase order, and the terms included in any such purchase order or other Customer policy shall not (i) apply to the Services ordered; or (ii) in any way modify, revise, supplement, or otherwise affect the terms and conditions of the Agreement. If Customer requires processing of payments through a third-party payment vendor, it is understood and agreed that use of such third-party payment vendor is solely for the convenience of Customer and documentation associated with payment submission shall not in any way modify, add to, or delete any of the terms and conditions of the Agreement. Any costs associated with the use of such third-party payment vendor shall be borne exclusively by Customer.

12.15. Section Headings. The Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of this MSA.

12.16. Counterparts. The parties may execute this MSA and any Order Form in counterparts. An exchange of scanned and emailed executed copies or electronic signatures is acceptable. In the event of such an exchange, this MSA and any Order Form shall become binding, and any scanned and emailed signed copies or electronic signatures shall constitute admissible evidence of the existence of this MSA or Order Form.

12.17. Updates. NAVEX Global may from time to time make updates to the terms incorporated into and contained in this MSA; provided, however, any existing MSA shall remain subject to the terms that have been incorporated into or contained in this MSA as of the Effective Date of this MSA until the expiration of the Term.

## NAVEX GLOBAL MASTER SERVICES AGREEMENT V.56

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# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 20-00118

City Council

3/26/2020

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PENSACOLA INTERNATIONAL AIRPORT - VALET PARKING RATE ESTABLISHMENT

**RECOMMENDATION:**

That City Council approve the establishment of a rate of \$10 for the first five hours and \$15 per day for valet parking services at the Pensacola International Airport.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Pensacola International Airport currently has 3095 parking spaces for the use of the public arriving and departing the passenger terminal. To address the ongoing growth in passenger activity and the increase in demand for parking, Airport Staff is planning both short and medium-term projects. In the medium-term, an expanded garage facility will be constructed. In the short-term, additional economy and remote surface parking areas are being designed and constructed, with some coming online in summer. Additionally, to continue providing a high level of service and to assist those who may have difficulty navigating the various parking areas, Airport Staff has worked with our parking management firm, Republic Parking, to offer valet parking services.

Commencing at the beginning of May, patrons will have the ability to pull to the curb in front of the passenger terminal and have their car taken by a valet attendant and parked in a valet parking area. The valet attendants will also obtain information from the patron as to when they will return so the car will be staged and ready upon their arrival. The additional hours and operating expenses will be added to Republic Parking's annual budget and would be reimbursed by the Airport. Valet services will be offered from 4:00 a.m. through the last flight, with personnel expending some 343 hours each week. The estimated annual expense of the valet operation will be approximately \$300,000.

To account for the increased level of service associated with the valet program, and to assist in covering the additional expenses, Republic Parking has reviewed the parking rate structure in place at the Pensacola International Airport to determine the appropriate daily rate for valet. Parking represents the largest single source, or 41%, of non-airline revenue, and makes up 25% of all operating revenue. With the Airport's ongoing strategy to maximize non-airline revenue sources in

order to minimize its reliance on the airlines, it is crucial to establish suitable rates.

Based on their review, Republic recommends a daily rate of \$15 for the valet program, with an incremental rate of \$10 for the first five hours. Republic Parking estimates that at this rate and the forecast use, the valet program will generate enough to cover its cost.

Overall, parking rates will continue to remain competitive with adjacent airports. Other airports that offer valet services are: Mobile at \$13/day, Tallahassee at \$17/day, Birmingham at \$16.95/day, Sarasota at \$18.00/day, Jacksonville at \$22/day.

**Current:**

Economy Lots: \$2.00/hr.; \$8.00/day  
Surface Lot: \$2.00/hr.; \$9.00/day  
Garage: \$1.00/half hr.; \$11.00/day  
Flight Crew: \$90/month

**Proposed:**

Economy Lots: \$2.00/hr.; \$8.00/day  
Surface Lot: \$2.00/hr.; \$9.00/day  
Garage: \$1.00/half hr.; \$11.00/day  
Flight Crew: \$90/month

**Valet: \$10 0-5 hours; \$15.00/day**

Parking rates were last adjusted in 2019. Before that, they were adjusted in 1991, 1997 (but effective in 2000), 2003, 2009, and 2013. A history of Pensacola Airport's parking rates is as follows:

**1991 to 2000:**

Short Term: \$0.75/half hr.; \$10.00/day  
Long Term: \$1.00 first 2 hours; \$0.75 each additional 1/2 hour; \$4.00/day  
Flight Crew: \$20/month

**2000 to 2003:**

Surface: \$2.00 first 2 hours; \$1.00 each additional hour; \$6.00/day  
Garage: \$1.00/half hr.; \$7.50/day  
Flight Crew: \$20.00/month

**2003 to 2009:**

Surface Lot: \$2.00/hr.; \$6.50/day  
Garage: \$1.00/half hr.; \$8.00/day  
Flight Crew: \$20.00/month

**2009 to 2013:**

Shuttle Lot: \$2.00/hr.; \$8.50/day  
Surface Lot: \$2.00/hr.; \$8.50/day  
Garage: \$1.00/half hr.; \$10.50/day  
Flight Crew: \$20.00/month

**2013 to 2019:**

Economy Lots: \$2.00/hr.; \$6.00/day  
Surface Lot: \$2.00/hr.; \$9.00/day  
Garage: \$1.00/half hr.; \$11.00/day  
Flight Crew: \$90/month

**2019 to Current:**

Economy Lots: \$2.00/hr.; \$8.00/day

Surface Lot: \$2.00/hr.; \$9.00/day

Garage: \$1.00/half hr.; \$11.00/day

Flight Crew: \$90/month

**PRIOR ACTION:**

July 11, 1991 - City Council adjusted the parking rates in the Pensacola Regional Airport parking lot.

April 10, 1997 - City Council approved parking rates for the future parking garage and modified surface parking at the airport.

September 11, 2003 - City Council approved parking rates for the parking garage and surface parking at the Pensacola Regional Airport.

February 12, 2009 - City Council approved an increase in the daily parking rate in the surface parking lot and an increase in the daily rate of the parking garage at Pensacola Gulf Coast Regional Airport.

March 23, 2013 - Mayoral approval to adjust the daily parking rates for Pensacola International Airport.

April 25, 2019 - City Council approved an increase in the daily parking rate in Economy Lot 1 and Economy Lot 2 from \$6.00 to \$8.00 at the Pensacola International Airport.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The Airport forecasts that the establishment of a \$15/day rate for valet services will cover the additional \$300,000 in annual expenses that will be incurred. Sufficient funding is available in the FY 2020 Airport budget.

**CITY ATTORNEY REVIEW:** Yes

2/27/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

Richard Barker, Jr., Deputy City Administrator - Administration and Enterprise

Daniel Flynn, Airport Director

**ATTACHMENTS:**



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**File #:** 20-00118

City Council

3/26/2020

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None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00169

City Council

3/26/2020

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Jewel Cannada-Wynn

**SUBJECT:**

APPOINTMENTS - PARKS AND RECREATION BOARD

**RECOMMENDATION:**

That City Council appoint three (3) individuals to the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2023.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

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

The following have been nominated or are incumbents that wish to continue serving:

Nominee:                      Nominated by:

Leah Harrison	Incumbent
Jarah Jacquay	Hill, Moore
Michael Wolf	Myers

**PRIOR ACTION:**

Council makes appointments to board on a biennial basis.

**FUNDING:**

Budget:      N/A

Actual:

N/A

**FINANCIAL IMPACT:**

None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Member List
- 2) Application of Interest - Leah Harrison
- 3) Nomination Forms - Jarah Jacquay
- 4) Application of Interest - Jarah Jacquay
- 5) Nomination Form - Michael Wolf
- 6) Application of Interest - Michael Wolf
- 7) Ballot

**PRESENTATION:** No

## Parks and Recreation Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Bruni, Antonio		Council	0	2020	3/31/2021	4/11/2019	3	
Del Gallo, David	Building Contractor	Council	0	2020	3/31/2021	4/11/2019	3	
Epstein, Paul	Business Owner	Council	2	2020	3/31/2020	6/14/2012	3	
Escobar-Ryan, Alejandra		Council	0	2020	3/31/2021	4/11/2019	3	
Forte, David V.	Urban Planner Esc County	Council	2	2020	3/31/2021	3/10/2011	3	
Garza, Gabriela		Council	0	2020	3/31/2021	4/11/2019	3	
Harrison, Leah		Council	0	2020	3/31/2020	4/11/2019	3	
Hicks, Rand		Council	1	2020	3/31/2021	3/12/2015	3	
Sword, Maranda	Business owner	Council	1	2020	3/31/2021	1/15/2015	3	

## Term Length: THREE YEAR TERMS

- Ord 18-12 Increased the number of members to nine (9) to ensure equal representation
- Ord. 06-10 - Amended name of board, number of members, terms and appointing body .

COMPOSED OF NINE (9) MEMBERS APPOINTED BY CITY COUNCIL. NO RESIDENCY OR QUALIFICATION REQUIREMENTS.

The Parks and Recreation Board shall advise and make recommendations to the city Council and shall advise the mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks with in the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities

## Ericka Burnett

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**From:** noreply@civicplus.com  
**Sent:** Thursday, February 20, 2020 9:02 AM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

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(Section Break)

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#### Personal Information

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Name	Leah Harrison
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Home Address	3560 Marjean Drive Pensacola, FL 32504
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Business Address	Field not completed.
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To which address do you prefer we send correspondence regarding this application?	Home
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Preferred Contact Phone Number(s)	850-324-4249
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Email Address	<a href="mailto:leharrison2@gmail.com">leharrison2@gmail.com</a>
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Upload Resume (optional)	Field not completed.
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(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 1

If yes, how long have you been a City resident? 5 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Parks and Recreation

Please list the reasons for your interest in this position: I've served the last year, filling in a position, and initially was interested because of my passion to serve community and activity for all within the community. I grew up in the parks and recreation program in my hometown and saw how it positively impacted my life and those around me. I want to continue serving to see our program continue to thrive.

Do you currently serve on a board? Yes

If yes, which board(s)? Parks and Recreation

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Female

Race Caucasian

Physically Disabled      No

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(Section Break)

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Acknowledgement of      I accept these terms.  
Terms

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**CITY OF PENSACOLA, FLORIDA**

**NOMINATION FORM**

I, Ann Hill, do nominate Jarah Jacquay  
(Nominee)  
32503  
2325 Aegean Terrace 850-418-9089  
(Home Address) (Phone)

(Business Address) (Phone)  
jarah.jacquay@gmail.com City Resident: YES NO  
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**MEMBER**  
**PARKS & RECREATION BOARD**

Provide a brief description of nominee's qualifications:

Jarah Jacquay is a husband, father of four young children, and a lifelong resident of Northwest Florida. He and his family are avid users of City of Pensacola's Parks & Recreation facilities, and he understands how important these civic amenities are to quality of place and a culture of health. He would be honored to serve on this volunteer board and work with Mayor Robinson, the city council, and city staff to continue to make the City of Pensacola a great place to live, work, and play.

Ann Hill  
City Council Member

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

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



**CITY OF PENSACOLA, FLORIDA**

**NOMINATION FORM**

I, Jared Moore, do nominate Jarah Jacquay  
(Nominee)

2325 Aegean Terrace Pensacola, FL 32503      850-418-9089  
(Home Address)      (Phone)

\_\_\_\_\_  
(Business Address)      (Phone)

jarah.jacquay@gmail.com      City Resident: YES NO  
(Email Address)      Property Owner within the City: YES NO

for appointment by the City Council for the position of:

***MEMBER***  
***PARKS & RECREATION BOARD***

Provide a brief description of nominee's qualifications:

Enthusiastic, engaged member of the community with creative ideas. Frequents the parks  
regularly  
with his family.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jared Moore  
City Council Member

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



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

## Ericka Burnett

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**From:** noreply@civicplus.com  
**Sent:** Thursday, March 12, 2020 10:53 AM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

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(Section Break)

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#### Personal Information

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Name	Jarah Jacquay
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Home Address	2325 Aegean Terrace
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Business Address	N/A
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To which address do you prefer we send correspondence regarding this application?	Home
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Preferred Contact Phone Number(s)	8504189089
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Email Address	<a href="mailto:jarah.jacquay@gmail.com">jarah.jacquay@gmail.com</a>
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Upload Resume (optional)	<a href="#">CVJacquay11MAR2020.docx</a>
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(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 3

If yes, how long have you been a City resident? 4 Years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Parks & Recreation Board

Please list the reasons for your interest in this position: My family and I are avid users of City of Pensacola Parks & Recreation facilities, and I understands how important these civic amenities are to quality of place and a culture of health. I'd love to work with Mayor Robinson, the city council, and city staff as a member of the Parks & Recreation board to continue to make the City of Pensacola a great place to live, work, and play.

Do you currently serve on a board? No

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

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Male

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

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**CITY OF PENSACOLA, FLORIDA**

**NOMINATION FORM**

I, Sherri Myers, do nominate Michael Wette  
(Nominee)

6048 Augustine Dr. 850-698-0056  
(Home Address) (Phone)  
Pace, Fla.

850-698-0056  
(Business Address) (Phone)

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

for appointment by the City Council for the position of:

**MEMBER**  
**PARKS & RECREATION BOARD**

Provide a brief description of nominee's qualifications:

Michael Wette is a landscape architect  
who has donate and volunteered to  
assist me and non-profits working to create  
green spaces in the city and improvements  
to Carpenter's Creek.

Sherri Myers  
City Council Member

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

Erika L. Burnett  
Erika L. Burnett, City Clerk

## Ericka Burnett

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, March 4, 2020 1:59 PM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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(Section Break)

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#### Personal Information

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Name	Michael Carlile Wolf
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Home Address	p.o.Box 17386 Pensacola, FL. 32522
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Business Address	p.o.Box 17386 Pensacola, FL. 32522
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To which address do you prefer we send correspondence regarding this application?	Field not completed.
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Preferred Contact Phone Number(s)	8506980056
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Email Address	<a href="mailto:Mike.wolfriddleassociates@gmail.com">Mike.wolfriddleassociates@gmail.com</a>
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Upload Resume (optional)	<a href="#">WOLF-Pensacola Board Resume.pdf</a>
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(Section Break)

Details

Are you a City resident?	No
If yes, which district?	<i>Field not completed.</i>
If yes, how long have you been a City resident?	<i>Field not completed.</i>
Do you own property within the City limits?	No
Are you a registered voter in the city?	No
Board(s) of interest:	Urban Core Parks and Rec
Please list the reasons for your interest in this position:	I was involved in the initial Urban Core Masterplan. I have designed many of the parks in Pensacola, ie Plaza De Luna
Do you currently serve on a board?	Yes
If yes, which board(s)?	Gateway District
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

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Acknowledgement of  
Terms

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I accept these terms.

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



Ballot – **Parks and Recreation Board**

March 26, 2020

*Three year term expiring March 31, 2023*

***Member***

\_\_\_\_\_ Leah Harrison

\_\_\_\_\_ Jarah Jacquay

\_\_\_\_\_ Michael Wolf

**Vote for Three**

Signed: \_\_\_\_\_  
Council Member



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00175

City Council

3/26/2020

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Jewel Cannada-Wynn

**SUBJECT:**

CANCELLATION OF APRIL 9, 2020 CITY COUNCIL MEETING

**RECOMMENDATION:**

That City Council cancel the April 9<sup>th</sup> City Council meeting due to the impacts of the Covid-19 Virus and CDC recommendations, and that City Council hold only one (1) meeting in April, on April 23, 2020.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Section 1.01 of the City Council Rules and Procedures, which states in part, "...No scheduled meeting shall be rescheduled without a majority vote of council, except in cases of emergency or extreme hardship."

Given the impacts of the Covid-19 Virus and CDC recommendations, this item seeks to have City Council cancel one of the meetings in April (the 9<sup>th</sup>) and hold just one meeting on April 23, 2020.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00176

City Council

3/26/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

COMMUNITY MARITIME PARK ADDENDUM TO OPTION AGREEMENT

**RECOMMENDATION:**

That City Council authorize the Mayor to execute an Addendum to the Option Agreement between the City of Pensacola and Studer Properties, LLP extending the Option Term twelve (12) months to March 31, 2021.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City Council policy for disposition of properties by sale or lease allow for a Direct Negotiation Option. On October 11, 2018, City Council authorized the Mayor to execute an option agreement with Studer Properties, LLP for an 18 month period on the 7 vacant CMP parcels. In consideration the City received a \$271,659 non-refundable Option Payment which is 20% of the post development base rent and consistent with the City listing for the CMP parcels per NAIA Pensacola listing August 10, 2018.

The current option agreement expires March 31, 2020 and the addendum will extend the agreement another 12 months through March 31, 2021. In consideration for the addendum, the City will receive a \$90,553.20 Addendum Option Payment payable in installments of \$7,546.10 per month

**PRIOR ACTION:**

August 21, 2010 - Policy for Disposition of City Owned Real Property.

February 9, 2017 - Amendment to City Policy for Disposition of City Owned Real Property.

October 11, 2018 - City Council authorized the Mayor to execute an option agreement with Studer Properties, LLP through the Direct Negotiation Option for lots 3, 4, 5, 6, 7, 8 and 9 of the Community Maritime Park (CMP)

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City will receive \$90,000 as a non-refundable 12 Month Option Payment in monthly installments of \$7,500 over a 12-month period.

**CITY ATTORNEY REVIEW:** Yes

3/17/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

**ATTACHMENTS:**

- 1) Addendum to Option Agreement

**PRESENTATION:** No

**ADDENDUM TO OPTION AGREEMENT  
BETWEEN THE CITY OF PENSACOLA AND  
STUDER PROPERTIES, LLP, DATED OCTOBER 1, 2018**

This Addendum dated April 1, 2020, (“**Addendum Effective Date**”) revises the Option Agreement between the City of Pensacola, a Florida municipal corporation (“**Optionor**”), and Studer Properties, LLP, a Florida limited liability partnership (“**Optionee**”), dated October 1, 2018 (the “**Agreement**”). Optionor and Optionee, their successors, and their assigns, are each a “**Party**” and collectively referred to herein as the “**Parties**”.

WHEREAS, the Agreement provides for the Parties to extend the Option Term of the Agreement; and

WHEREAS, the Parties desire to extend the Option Term; and

WHEREAS, the Parties agree to an amount for consideration for the extension of the Option Term;

NOW, THEREFORE, the Parties acknowledge and agree to this Addendum as follows:

1. The “**Option Term**” as described in Section 2 of the Agreement is hereby extended for 12 months so that it automatically expires at midnight on March 31, 2021 (the “**Option Termination Date**”) unless duly extended, exercised, or sooner terminated as provided in the Agreement. The 12-month extension shall be referred to as the “**Addendum Extension Term**”.

2. Section 3.a. of the Agreement is revised as follows:

- a. Option Payment. The 12-month extension of the Option is granted in consideration of Optionee’s payment to Optionor of the amount of NINETY THOUSAND FIVE HUNDRED FIFTY-THREE AND 20/100 DOLLARS (\$90,553.20) (“**Addendum Option Payment**”) payable in installments of \$7,546.10 per month by Optionee’s certified check or official bank check. Each Parcel has a defined dollar amount in the same proportionate percentage described in the Agreement representing a proportionate percentage of the Addendum Option Payment. If Optionee exercises the Option during the Option Term, and the Parties enter into a definitive ground sublease(s) for one or more Parcels, the Option Payments paid under the Option Term, and the Addendum Option Payment paid to date during the Addendum Extension Term for the Parcel(s) identified in an Exercise Notice (as that term is defined in the Agreement) will be credited towards the Optionee’s base rent under such corresponding ground sublease(s). For purposes of this

Addendum, Exhibit B to the Agreement is modified as indicated on the attached Exhibit B.

3. The Parties agree that, because the Option has not been exercised during the initial 18 months of the Option Term, on April 1, 2020, the City is entitled to the Option Payment of \$271,659.60, except that such Option Payment, together with the Addendum Option Payment, will be applied as a credit against base rent as set forth in Section 3(a) of the Agreement and supplemented hereby.

4. Except as hereby modified, no other terms or conditions of the Agreement are changed. Except as otherwise defined, terms defined in the Agreement have the same definition in this Addendum.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the Addendum Effective Date.

OPTIONOR:

**CITY OF PENSACOLA**

a Florida municipal corporation

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

(CITY SEAL)

Attest:

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Legal in form and valid as drawn:

Approved as to content:

\_\_\_\_\_  
Susan A. Woolf, City Attorney

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Grover C. Robinson, IV, the Mayor of City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation, who ( ) is personally known to me or ( ) has produced valid identification.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)



OPTIONEE:

**STUDER PROPERTIES, LLP**

\_\_\_\_\_  
Print: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_  
Print: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of STUDER PROPERTIES, LLP, a Florida limited liability partnership, who ( ) is personally known to me or ( ) has produced valid identification.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

**EXHIBIT “B”**  
**to**  
**ADDENDUM TO OPTION AGREEMENT**  
**BETWEEN**  
**CITY OF PENSACOLA AND STUDER PROPERTIES LLP, AND/OR ASSIGNS**

**Option Payment**

Maritime Park Parcels  
(Rent Calculations per NAI Pensacola listing 08/10/2018)

<b>Lot</b>	<b>Monthly Rent “Base Rent”</b>	<b>10% of Monthly Rent. Optionee's monthly installment of Option Payment</b>	<b>12 months (Option Payment)</b>
3	\$2,066.00	\$206.60	\$2,479.20
4	\$21,048.00	\$2,104.80	\$25,257.60
5	\$13,769.00	\$1,376.90	\$16,522.80
6	\$6,632.00	\$663.20	\$7,958.40
7	\$13,269.00	\$1,326.90	\$15,922.80
8	\$15,563.00	\$1,556.30	\$18,675.60
9	\$3,114.00	\$311.40	\$3,736.80
<b>TOTAL</b>	<b>\$75,461.00</b>	<b>\$7,546.10</b>	<b>\$90,553.20</b>



## Memorandum

File #: 20-00119

City Council

3/26/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY GRANT AGREEMENT

### **RECOMMENDATION:**

That City Council authorize the Mayor to accept and execute the State of Florida Department of Economic Opportunity Florida Job Growth Infrastructure Grant Agreement when finalized in the amount of \$4,875,000 related to the Pensacola International Airport Maintenance, Repair and Overhaul (MRO) Aviation Campus expansion project. Further, that City Council approve the grant resolution and authorize the Mayor or his designee to take all actions necessary related to the finalization of the grant.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

On December 17, 2013, the City executed a nonbinding Memorandum of Understanding with ST Aerospace allowing 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 on September 9, 2014. This 173,000 sq. ft. facility officially opened in June 2018 and is on the way to creating 400 new high-wage jobs for the area.

The Mayor and Staff have a longer-term strategy to grow the MRO capacity, sometimes referred to as "Project Titan." A second hangar similar in size and configuration to the first hangar, a possible support services center, an aircraft apron, and automobile parking would be constructed on 16 acres of Airport property directly south of the first hangar. The construction of this second hangar area was otherwise contemplated and accounted for during the development process for the first hangar and is referenced in the current real property lease with VT MAE. Additional facilities consisting of two hangars, each approximately 191,000 sq. ft., a 100,000 sq. ft. support services center, a 120,000 sq. ft. administrative office building, aircraft aprons, and automobile parking would also be constructed on approximately 50 acres of Airport property adjacent to Tippin Avenue on the west side of the Airport. It is expected that the project will create a minimum of 1,325 full-time jobs with an annual average salary of \$44,461, excluding benefits. The total project cost of \$210,125,000 is funded by a

combination of VT MAE investment, state and federal grants, and local funds.

As part of the funding strategy for Project Titan, the City submitted a proposal to the Florida Job Growth Grant Fund, administered by the Department of Economic Opportunity. In response to the grant proposal, the State of Florida Department of Economic Opportunity has offered a Florida Job Growth Infrastructure Grant Agreement in the amount of \$4,875,000 to assist in the construction of the MRO aviation campus. City staff and DEO staff are presently finalizing the grant agreement.

**PRIOR ACTION:**

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for air commerce park phases I and IA - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

February 27, 2014 - City Council approved the Interlocal Agreement with Escambia County and the City of Pensacola for Funding of Economic Development Project - ST Aerospace of Mobile, Inc.

September 9, 2014 - City Council approved the lease with VT Mobile Aerospace Engineering.

July 16, 2015 - City Council approved the selection of Greenhut Construction and authorized the Mayor to execute the contract.

September 17, 2015 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571729401 in the amount of \$1,531,546 for construction funding to expand the cargo apron and construct a taxiway connector at the Pensacola International Airport of which \$1,121,242 will be used towards taxiway connecting future VT MAE facility to runway 17-35.

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

April 14, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571769401 in the amount of \$8,599,600 for construction of a hangar at the Pensacola International Airport.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for air commerce park phases I and IA - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

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September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

February 8, 2017 - City Council authorized the Mayor to execute Amendment No. 2 and Amendment No. 3 to the contract with Atkins North America.

March 8, 2018 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Grant Agreement G0009 in the amount of \$4,000,000 for construction of infrastructure related to MRO expansion.

September 13, 2018 - City Council authorized the Mayor to accept and execute the State of Florida Department of Transportation Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of \$3,000,000 for Pensacola International Airport Facilities Development related to 73

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MRO expansion.

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

February 6, 2019 - City Council approved the amended Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to additional funding requirements for the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport, and approved additional Local Option Sales Tax IV funding of \$5 million for the City's share of the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Project Development Agreement, the Master Lease of Real Property, the Triumph Grant Award Agreement, and a State of Florida Dept. of Economic Opportunity Grant in the amount of \$10,000,000.

August 8, 2019 - City Council authorized the Mayor to accept and execute Financial Award No. 04-79-07378 from the U.S. Department of Commerce, Economic Development Administration in the amount of \$12,250,000 for the MRO expansion, and authorized the Mayor to accept and execute State of Florida Dept. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$8,000,000 for the MRO expansion.

January 16, 2020 - City Council approved the selection of Brasfield & Gorrie, LLC, as the Construction Manager at Risk for Hangar 2 and authorized the Mayor to execute the contract.

**FUNDING:**

Budget:	\$ 35,000,000	ST Aerospace Engineering
	3,000,000	State Legislature
	14,000,000	Governor's Job Growth
	45,000,000	FDOT Grant
	15,000,000	Escambia County
	15,000,000	City Local Option Sales Tax Series IV
	12,250,000	Federal - U.S. Economic Development Administration
	66,000,000	Triumph Gulf Coast
	4,875,000	<b>DEO Grant Under Consideration</b>
	<u>\$ 210,125,000</u>	

Actual: \$ 210,125,000 Estimated

**FINANCIAL IMPACT:**

The funds for the project have been appropriated on Supplemental Budget Resolution No. 2019-13.

**CITY ATTORNEY REVIEW:** Yes

3/6/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

Richard Barker, Jr., Deputy City Administrator - Administration and Enterprise

Daniel Flynn, Airport Director

**ATTACHMENTS:**

- 1) Grant Resolution

**PRESENTATION:** No

RESOLUTION  
NO. 2020-07

A RESOLUTION  
TO BE ENTITLED

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE A FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT, IN THE AMOUNT OF \$4,875,000 WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THE PENSACOLA INTERNATIONAL AIRPORT MAINTENANCE, REPAIR AND OVERHAUL (MRO) AVIATION CAMPUS EXPANSION PROJECT; PROVIDING AN EFFECTIVE DATE

WHEREAS, The City of Pensacola uses the Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, the State of Florida Department of Economic Opportunity has approved the project and offered a Grant Agreement in the amount of \$4,875,000;

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 enter into the Grant Agreement for the purpose of obtaining State aid for the Airport's MRO expansion.

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 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 #: 2020-07

City Council

3/26/2020

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

RESOLUTION NO. 2020-07 - STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY GRANT AGREEMENT

### **RECOMMENDATION:**

That City Council adopt Resolution No. 2020-07.

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE A FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT, IN THE AMOUNT OF \$4,875,000 WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THE PENSACOLA INTERNATIONAL AIRPORT MAINTENANCE, REPAIR AND OVERHAUL (MRO) AVIATION CAMPUS EXPANSION PROJECT; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

On December 17, 2013, the City executed a nonbinding Memorandum of Understanding with ST Aerospace allowing 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 on September 9, 2014. The 173,000 sq. ft. facility officially opened in June 2018 and is on the way to creating 400 new high-wage jobs for the area.

The Mayor and Staff have a longer-term strategy to grow the MRO capacity, sometimes referred to as "Project Titan." A second hangar similar in size and configuration to the first hangar, a possible support services center, an aircraft apron, and automobile parking would be constructed on 16 acres of Airport property directly south of the first hangar. The construction of this second hangar area was otherwise contemplated and accounted for during the development process for the first hangar and is referenced in the current real property lease with VT MAE. Additional facilities consisting of two hangars, each approximately 191,000 sq. ft., a 100,000 sq. ft. support services center, a 120,000 sq. ft. administrative office building, aircraft aprons, and automobile parking would also be constructed on

approximately 50 acres of Airport property adjacent to Tippin Avenue on the west side of the Airport. It is expected that the project will create a minimum of 1,325 full-time jobs with an annual average salary of \$44,461, excluding benefits. The total project cost of \$210,125,000 is funded by a combination of VT MAE investment, state and federal grants, and local funds.

As part of the funding strategy for Project Titan, the City submitted a proposal to the Florida Job Growth Grant Fund, administered by the Department of Economic Opportunity. In response to the grant proposal, the State of Florida Department of Economic Opportunity has offered a Florida Job Growth Infrastructure Grant Agreement in the amount of \$4,875,000 to assist in the construction of the MRO aviation campus. City staff and DEO staff are presently finalizing the grant agreement.

#### **PRIOR ACTION:**

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for air commerce park phases I and IA - Infrastructure Development.

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#### **FUNDING:**

Budget:	\$ 35,000,000	ST Aerospace Engineering
	3,000,000	State Legislature
	14,000,000	Governor's Job Growth
	45,000,000	FDOT Grant
	15,000,000	Escambia County
	15,000,000	City Local Option Sales Tax Series IV
	12,250,000	Federal - U.S. Economic Development Administration
	66,000,000	Triumph Gulf Coast
	4,875,000	<b>DEO Grant Under Consideration</b>
	<u>\$ 210,125,000</u>	

Actual: \$ 210,125,000

#### **FINANCIAL IMPACT:**

The funds for the project have been appropriated on Supplemental Budget Resolution No. 2019-13.

**CITY ATTORNEY REVIEW:** Yes

3/6/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

Richard Barker, Jr. Deputy City Administrator - Administration and Enterprise

Daniel Flynn, Airport Director

**ATTACHMENTS:**

- 1) Resolution No. 2020-07

**PRESENTATION:** No

RESOLUTION  
NO. 2020-07

A RESOLUTION  
TO BE ENTITLED

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE A FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT, IN THE AMOUNT OF \$4,875,000 WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THE PENSACOLA INTERNATIONAL AIRPORT MAINTENANCE, REPAIR AND OVERHAUL (MRO) AVIATION CAMPUS EXPANSION PROJECT; PROVIDING AN EFFECTIVE DATE

WHEREAS, The City of Pensacola uses the Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, the State of Florida Department of Economic Opportunity has approved the project and offered a Grant Agreement in the amount of \$4,875,000;

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 enter into the Grant Agreement for the purpose of obtaining State aid for the Airport's MRO expansion.

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 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 #: 20-00143

City Council

3/26/2020

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

COMMUNITY REDEVELOPMENT AGENCY (CRA) URBAN CORE PROJECTS MAYORAL RECOMMENDATIONS

**RECOMMENDATION:**

That City Council approve the Mayor's recommended conceptual project allocations for the Community Redevelopment Agency (CRA) Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On July 15, 2019, the Community Redevelopment Agency (CRA) adopted Resolution No. 2019-04 CRA and Supplemental Budget Resolution No. 2019-05 CRA, approving the appropriation of funds and an interlocal agreement with the City of Pensacola in connection with the Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019. Adoption of Resolution No. 2019-31 by City Council authorized the issuance of the bond, appropriated the funding, and approved the interlocal agreement.

The Series 2019 Bond proceeds are available to fund capital improvements included in the Urban Core Community Redevelopment Area included in the Urban Core Community Redevelopment Plan. The projects specified were the "Hashtag" streetscape project element of the proposed continuous waterfront trail system (as conceptualized by SCAPE), the Bruce Beach redevelopment project, the Community Maritime Park Day Marina, and the sidewalk repair/streetscape improvement project conceptualized as the "East Garden District" (Jefferson Street Road Diet). Each of the projects will have a transformative impact and will further the implementation of the Community Redevelopment Plan for the revitalization of the City.

On February 3, 2020, the CRA held a workshop to review recommended projects for funding from the Series 2019 bond proceeds. While initial estimates of cost for each project have been developed, final costs have not yet been fully established. The final costs for each project will be determined at the completion of design and engineering.

**PRIOR ACTION:**

July 15, 2019 - CRA approved Resolution No. 2019-04 CRA authorizing an interlocal agreement between the City of Pensacola and the CRA pertaining to the Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019.

July 15, 2019 - CRA approved Supplemental Budget Resolution No. 2019-05 appropriating funding in connection with the Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019.

August 5, 2019 - The CRA approved the scheduling of a workshop to discuss the use of the Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019.

December 9, 2019 - The CRA adopted Supplemental Budget Resolution No. 2019-10 CRA carrying forward available balances from the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

December 12, 2019 - City Council adopted Supplemental Budget Resolution No. 2019-70, carrying forward available balances from the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

February 3, 2020 - The CRA held a workshop to review recommended projects for funding through the Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019.

February 10, 2020 - The CRA approved recommended projects to be funded through the Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019.

**FUNDING:**

Budget:	\$18,000,264	Available Bond Funds
	<u>3,654,996</u>	Additional Funding to be Identified - Hashtag (Phase 3)
	\$21,655,260	

Actual:	\$ 4,345,000	Bruce Beach Improvements (Phase 1-2)
	1,375,000	East Garden District - Jefferson Street Road Diet/Sidewalk
	4,566,760	Hashtag Waterfront Connector (Phase 1)
	4,312,000	Bruce Beach Improvements (Phase 3-4)
	1,595,000	Community Maritime Park Day Marina
	<u>1,806,504</u>	Hashtag Waterfront Connector (Phase 2)
	18,000,264	Sub-total Available Bond Funds
	<u>3,654,996</u>	Additional Funding to be Identified - Hashtag (Phase 3)
	\$21,655,260	

**FINANCIAL IMPACT:**



The bond proceeds from the Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019 have been appropriated by City Council. Upon City Council approval, the funds will be transferred to the projects listed above. The remaining \$3,654,996 will be sought after through grants or other additional funding to be identified.

**CITY ATTORNEY REVIEW:** Yes

3/12/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Kerrith Fiddler, Deputy City Administrator - Community Development  
Helen Gibson, CRA Administrator

**ATTACHMENTS:**

- 1) CRA February Workshop
- 2) CRA Comments

**PRESENTATION:** No

CITY OF  
**PENSACOLA**

Community Redevelopment Agency

February 3 Workshop

# TODAY'S WORKSHOP:

- 2010 Urban Core CRA  
Plan Recommended  
Projects
- Catalytic Project  
Concepts
- Recommended Funding





# 2010 URBAN CORE CRA RECOMMENDED PROJECTS

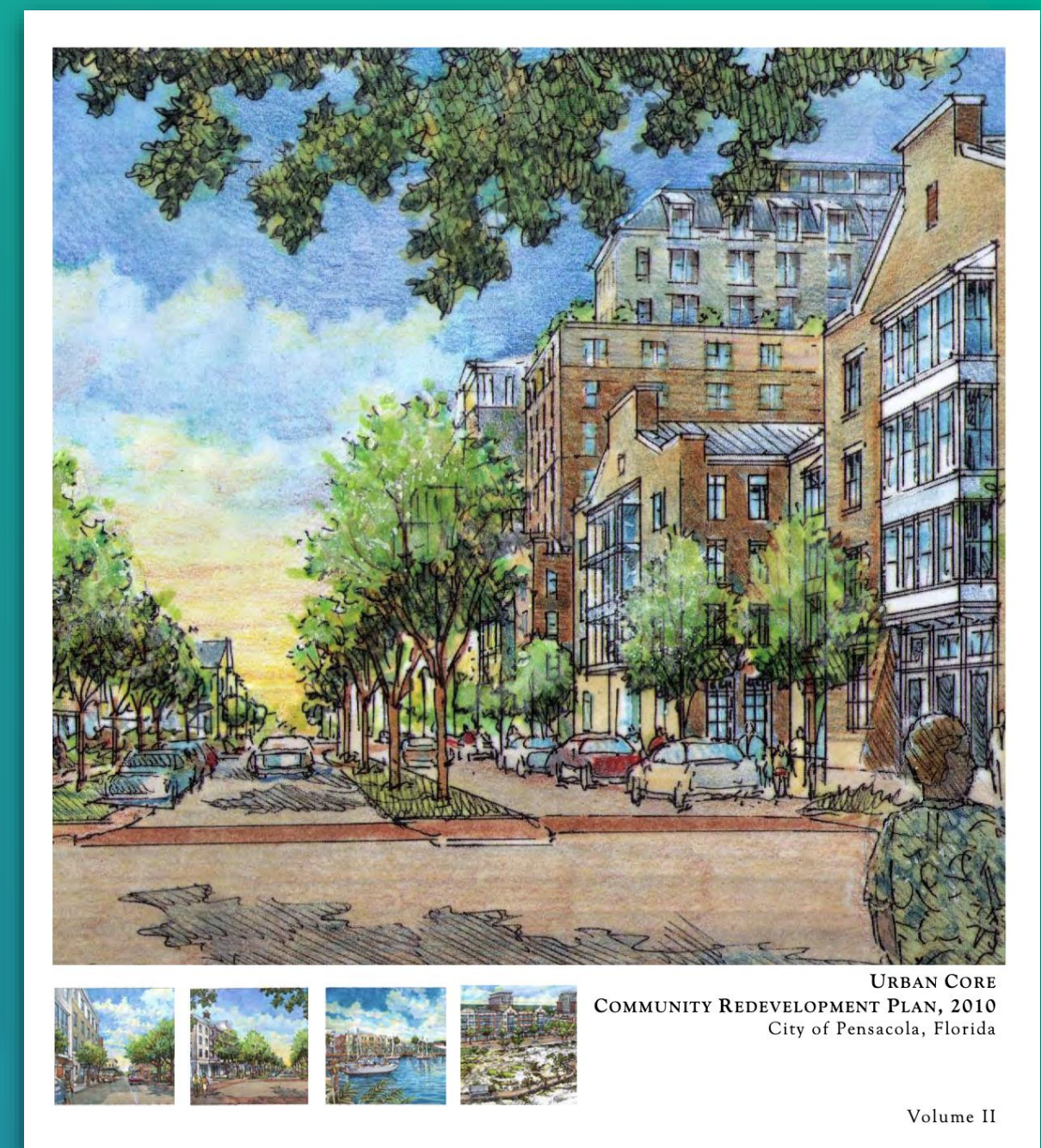
The CRA and City Council voted last July to approve the Series 2019 Urban Core bond issue providing \$17.8 million in new money to fund these four (and possibly other) capital improvement projects in the Urban Core. With interest earned, the total available is \$18,000,264.

Tonight, we are presenting our recommendation for utilization of the bond proceeds to implement these four projects.





# THE CRA REDEVELOPMENT PLAN



The 2010 CRA Urban Core Community Redevelopment plan recommended project concepts and implementation schemes to achieve continued revitalization in Pensacola. Over the 10 years since its adoption, a number of the transformative recommendations contained in the plan have been implemented or come to fruition. We are now looking toward implementation of four of the remaining key catalytic projects.



# PROJECTS RECOMMENDED FOR FUNDING FROM 2019 BOND ISSUE

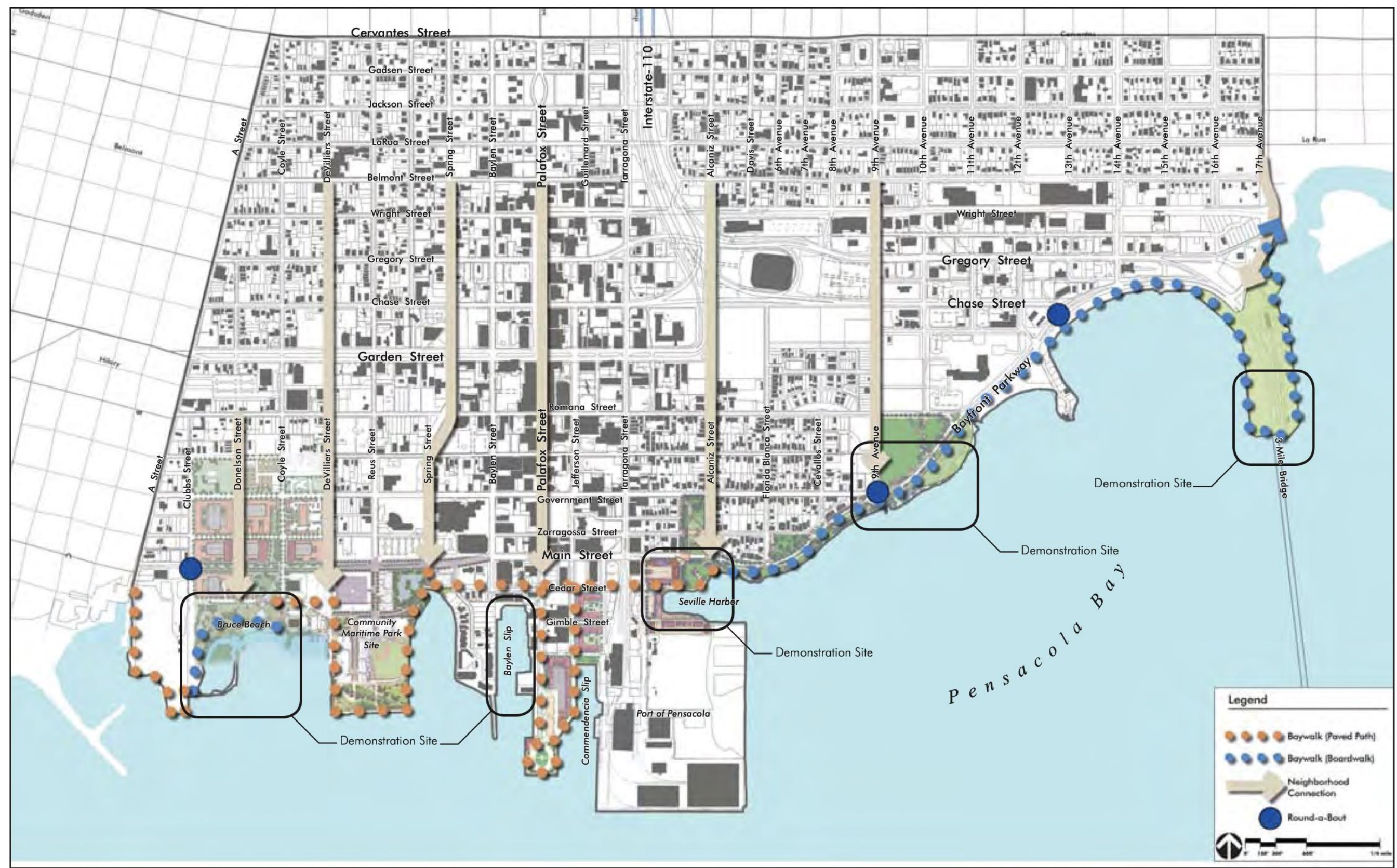
- **“Hashtag” Waterfront Connector (Continuous Waterfront Trail System) –**  
2010 Urban Core Plan Volume I, pg. 30, 44, 46
- **Bruce Beach Improvements –** 2010 Urban Core Plan Volume I, pg. 30-31, 40, 42, 58
- **Community Maritime Park Day Marina –**  
2010 Urban Core Plan Volume II, pg. 10-11
- **“East Garden District” – Jefferson St. Road Diet/Sidewalk and Streetscape Project –** 2010 Urban Core Volume II, pg. 20





# PROJECTS RECOMMENDED FOR FUNDING FROM 2019 BOND ISSUE

CRA PLAN - PENSACOLA BAYWALK





# PROJECTS RECOMMENDED FOR FUNDING FROM 2019 BOND ISSUE

## CRA PLAN - PENSACOLA BAYWALK

### BRUCE BEACH DEMONSTRATION SITE

Bruce Beach was once an important recreation site serving the Belmont/DeVilliers and Tanyard neighborhoods to the north. Fortunately, this site has remained undeveloped and presents an opportunity to reconnect those neighborhoods and the rest of Pensacola to the waterfront.

Pensacola Baywalk Phase II will connect Community Maritime Park to Bruce Beach including a new interactive and educational nature park with a focus on environmental sustainability. Where one private parcel separates Bruce Beach from CMP, a public access easement along the water should be negotiated with the private property owner. Strong consideration should be given to improve the water quality and erosion control at the beach to provide future opportunities for swimming and other recreation activities.

Baywalk Phase II shall be closely planned and coordinated with future Bruce Beach redevelopment opportunities and associated infrastructure. Future westerly waterfront access to Joe Patti's and to Sander's Beach with continuous connectivity to Bruce Beach should be planned during Phase II.

#### Recommended Improvements:

1. Extend Coyle and Donelson Streets from Main Street into Bruce Beach site for public access and parking
2. Extend Community Maritime Park east/west street into Bruce Beach area to provide public access, on-street parking and an active park edge
3. Build a continuous boardwalk and/or trail along waterfront from CMP to Bruce Beach jetty
4. Create an interactive educational nature park with a focus on environmental sustainability and best practices including trails, boardwalks, pavilions, small gathering spaces, bird watching and natural/native landscapes
5. Enhance the existing beach for public access and future safe swimming
6. Protect and improve existing wetlands and storm water management features at Bruce Beach to enhance the educational experience
7. Maintain and coordinate service access to the existing barrier jetty with the City of Pensacola





# COMMUNITY PARTICIPATION





# 2010 URBAN CORE CRA RECOMMENDED PROJECTS

Throughout 2019, the SCAPE team provided considerable community engagement and conceptual planning for the Bruce Beach and Hashtag projects.





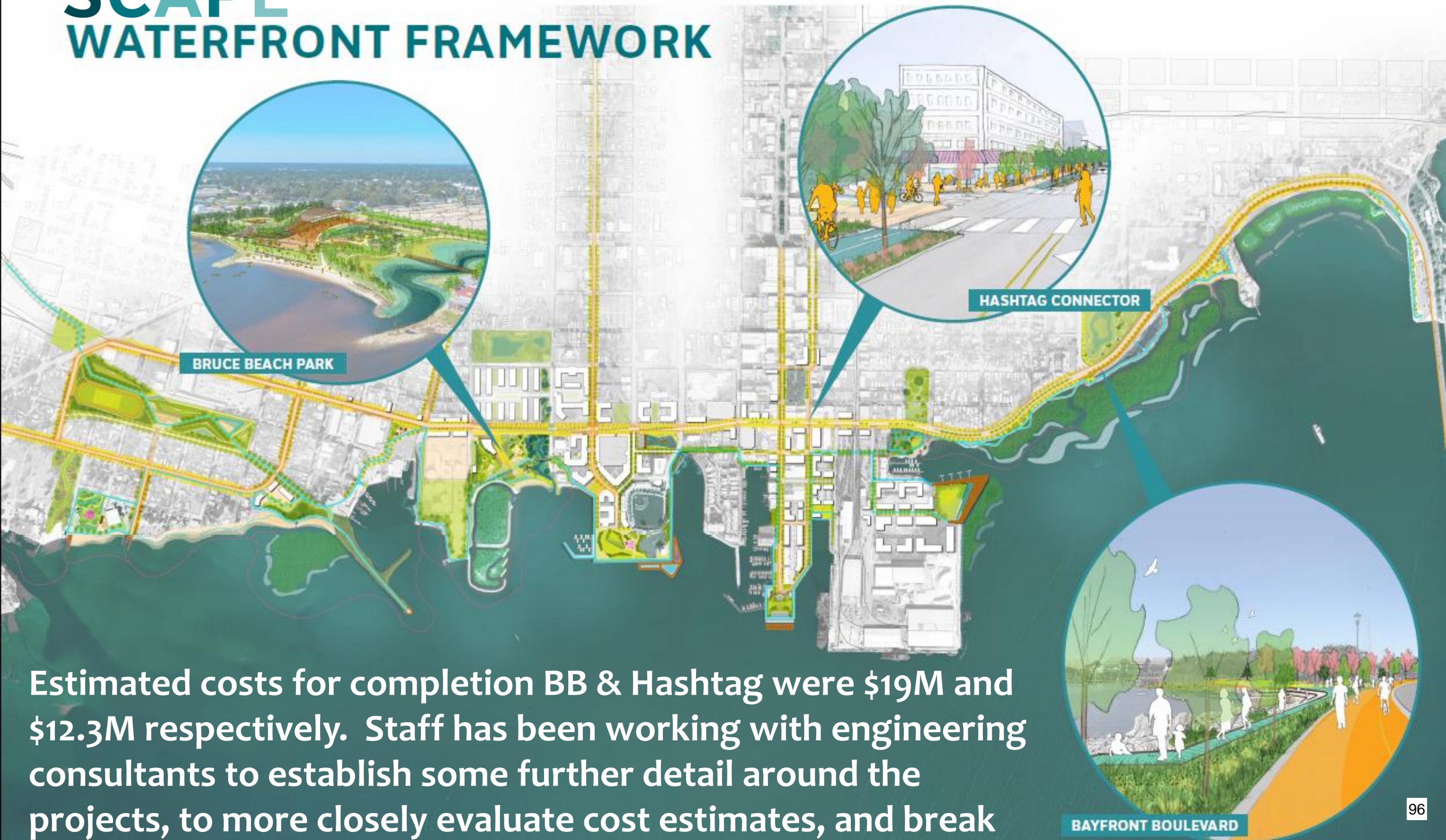
# COMMUNITY PARTICIPATION





# CONTINUOUS WATERFRONT TRAIL SYSTEM AND BRUCE BEACH

## SCAPE WATERFRONT FRAMEWORK



Estimated costs for completion BB & Hashtag were \$19M and \$12.3M respectively. Staff has been working with engineering consultants to establish some further detail around the projects, to more closely evaluate cost estimates, and break the projects into phases that fit our budget.



# CONTINUOUS WATERFRONT TRAIL SYSTEM

## HASHTAG PHASING PLAN

**PHASE 1**



COMPLETE STREETS  
REVITALIZATION OF MAINSTREET  
BETWEEN ALCANIZ AND BAYLEN  
STREETS

**PHASE 2**



COMPLETE STREETS REVITALIZATION  
OF CEDAR STREET BETWEEN  
BARTRAM PARK AND SPRING STREET

**PHASE 3**



COMPLETE STREETS REVITALIZATION  
OF PALAFOX AND JEFFERSON  
STREETS BETWEEN INTENDENCIA  
AND PLAZA DE LUNA





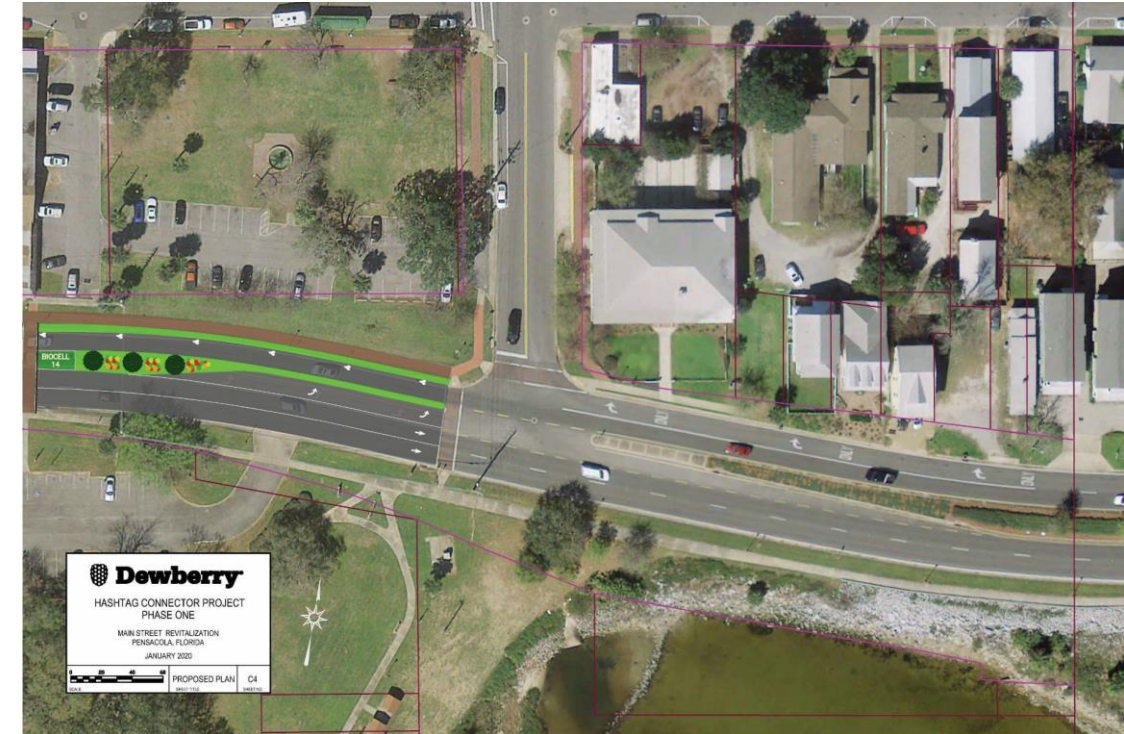
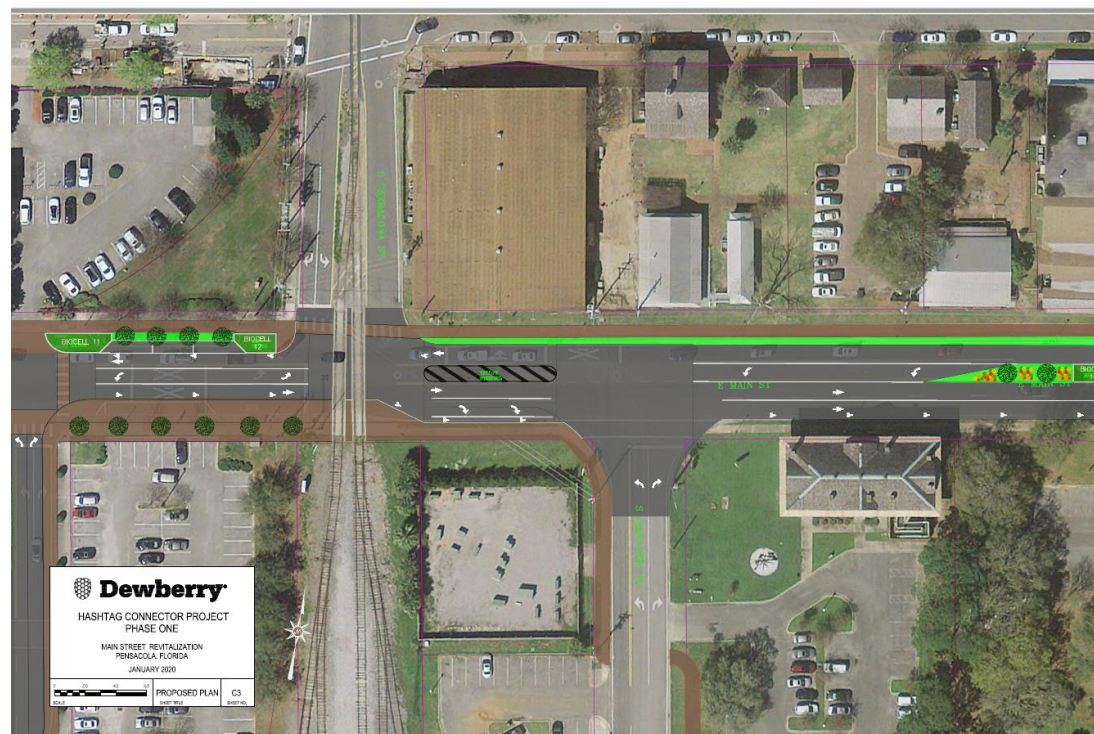
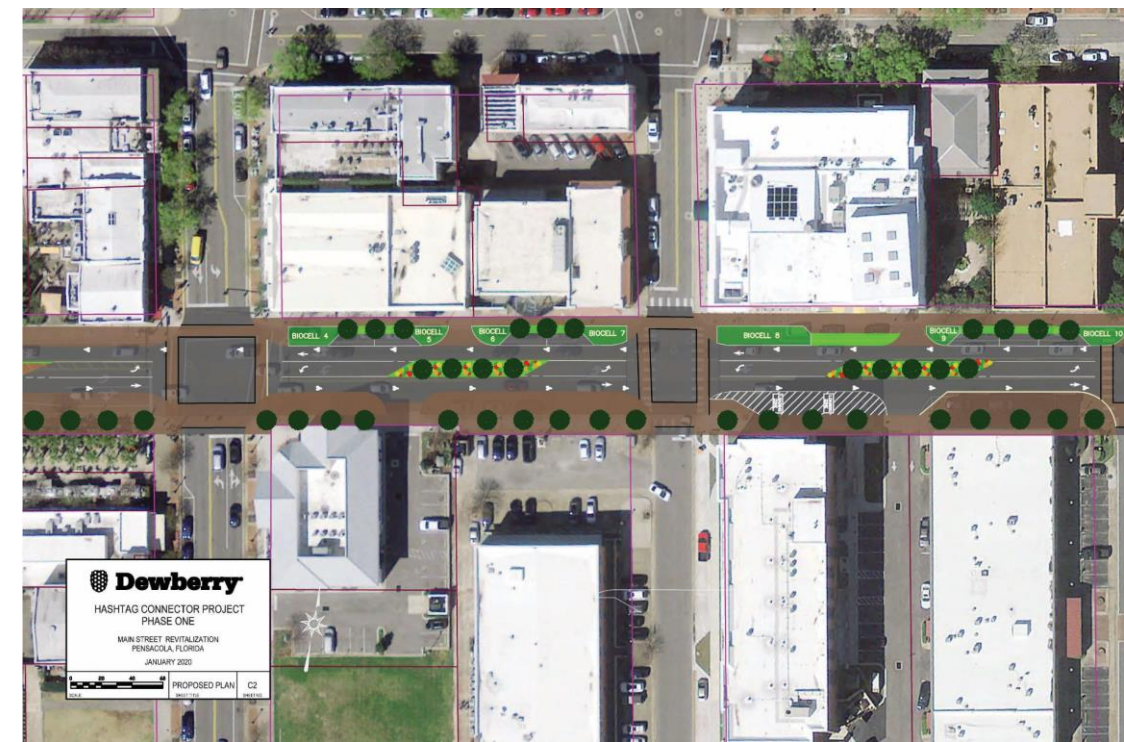
# CONTINUOUS WATERFRONT TRAIL SYSTEM

## HASHTAG PHASE ONE

COMPLETE STREETS  
REVITALIZATION OF MAINSTREET  
BETWEEN ALCANIZ AND BAYLEN  
STREETS

- TRAFFIC CALMING
- MAINSTREET PROMENADE
- SHARED BIKE LANES
- STORMWATER BIORETENTION
- URBAN LANDSCAPING

OPINION OF PROBABLE  
CONSTRUCTION COST  
\$4,151,600





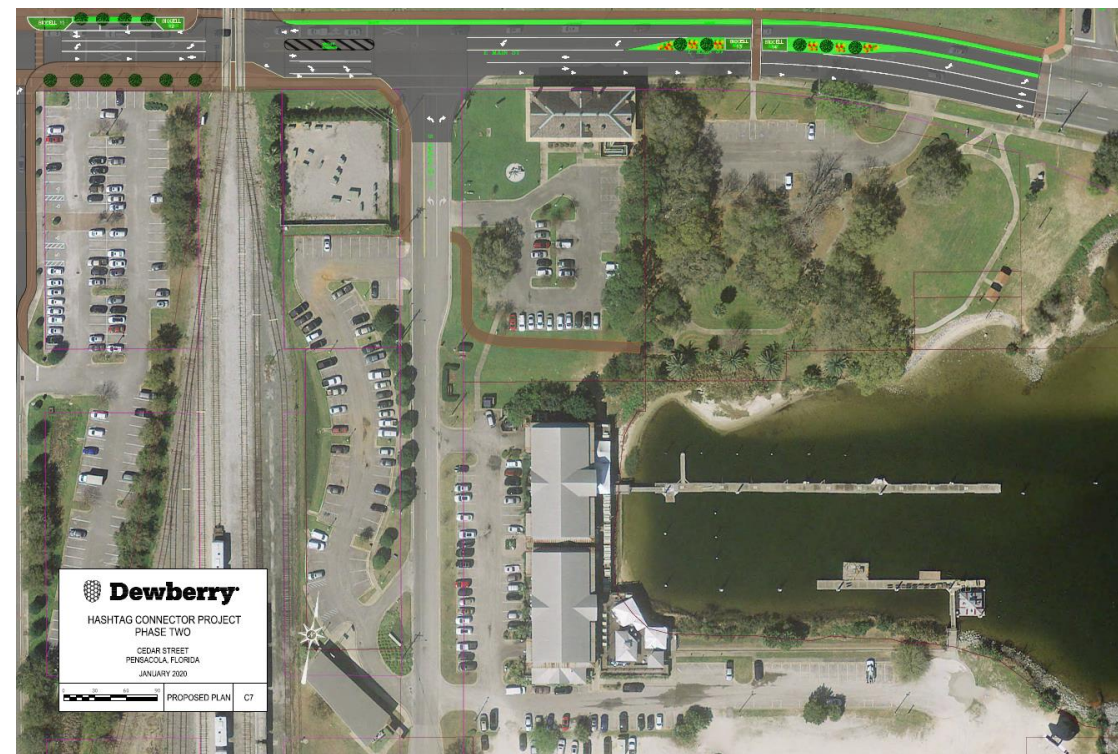
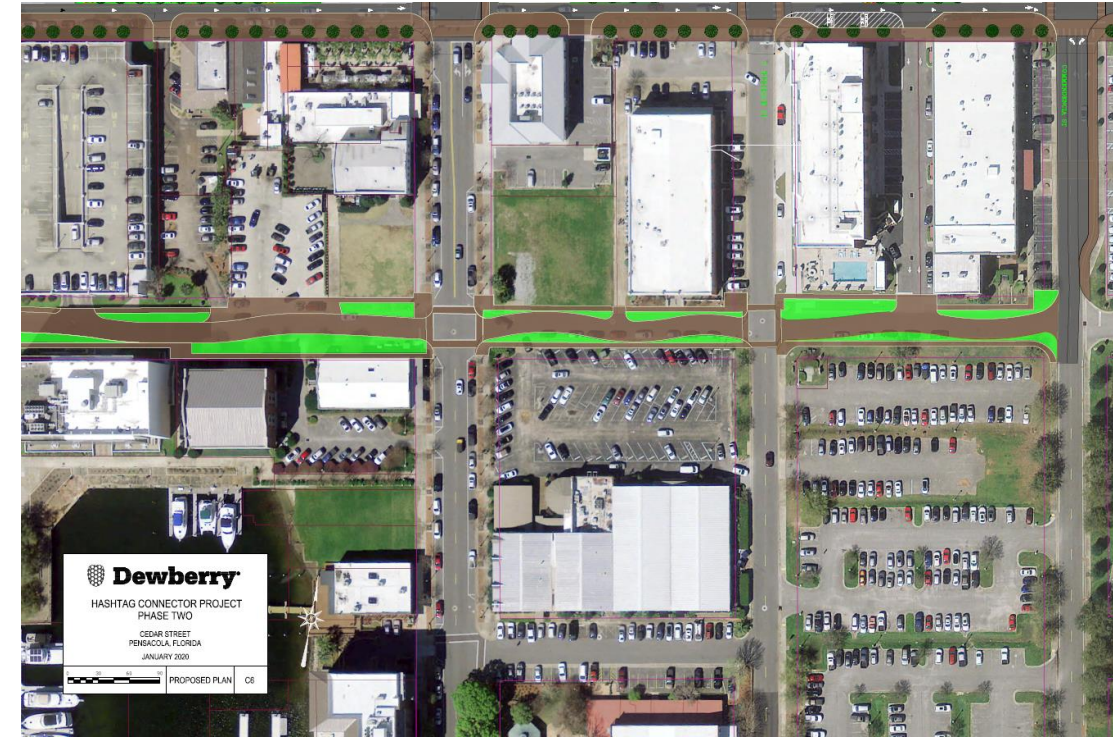
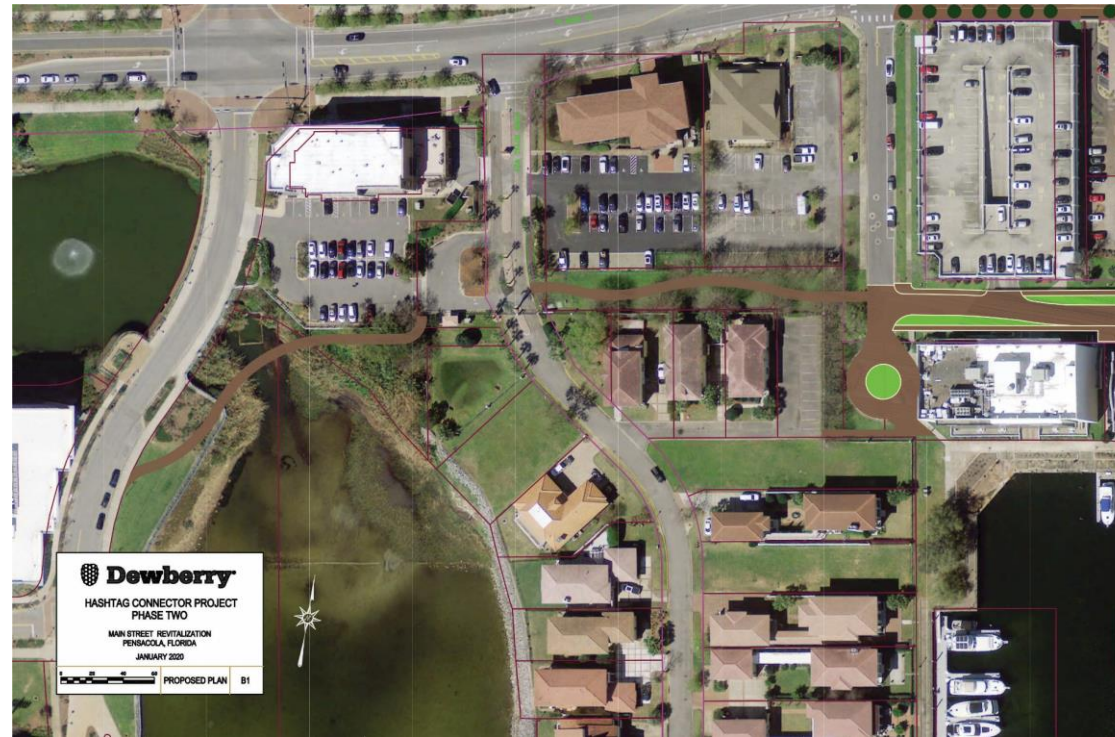
# CONTINUOUS WATERFRONT TRAIL SYSTEM

## HASHTAG PHASE TWO & THREE

COMPLETE STREETS REVITALIZATION  
OF CEDAR STREET BETWEEN  
BARTRAM PARK AND SPRING STREET

- TRAFFIC CALMING
- WOONERF ALONG CEDAR
- BAYLEN CUL-DE-SAC IMPROVEMENTS
- PEDESTRIAN CONNECTION BETWEEN BAYLEN AND PORT ROYAL WAY
- PEDESTRIAN CONNECTION TO SPRINGSTREET
- AT-GRADE CROSSING OF THE PORT SWITCHYARD
- URBAN LANDSCAPING

OPINION OF PROBABLE  
CONSTRUCTION COST  
\$4,965,000





# HASHTAG WATERFRONT CONNECTOR

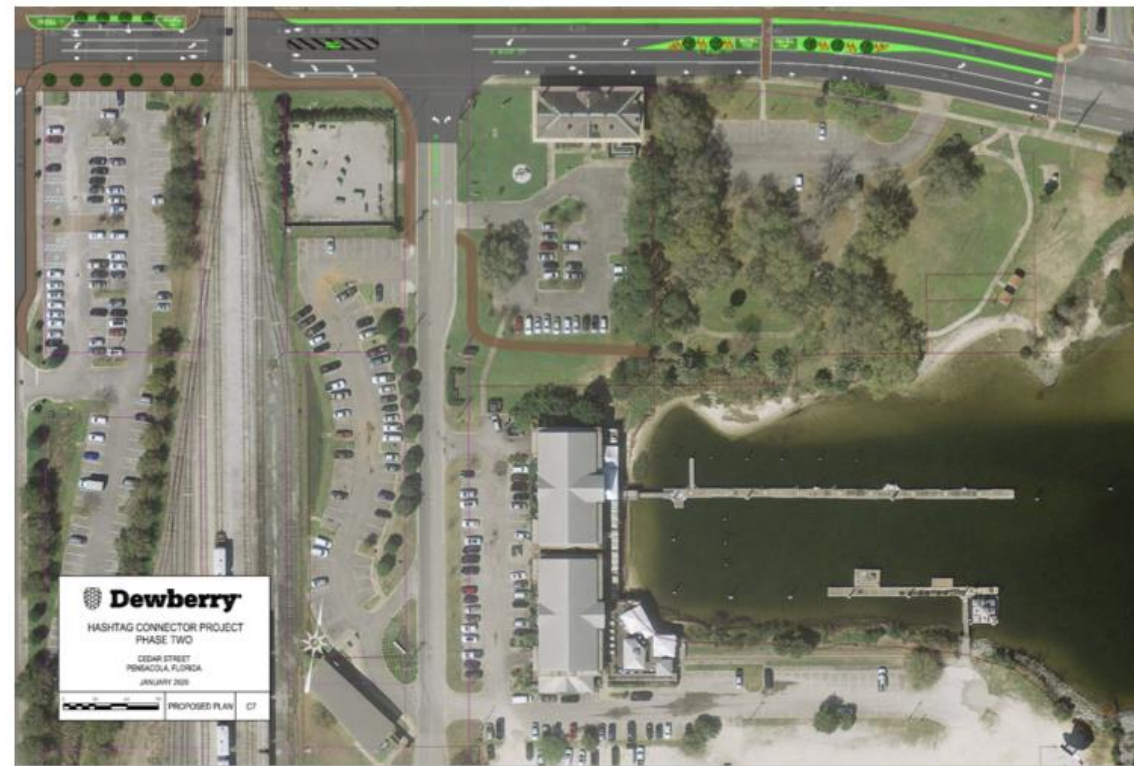
## CONTINUOUS WATERFRONT TRAIL SYSTEM

### HASHTAG PHASE TWO & THREE

#### COMPLETE STREETS REVITALIZATION OF CEDAR STREET BETWEEN BARTRAM PARK AND SPRING STREET

- TRAFFIC CALMING
- WOONERF ALONG CEDAR
- BAYLEN CUL-DE-SAC IMPROVEMENTS
- PEDESTRIAN CONNECTION BETWEEN BAYLEN AND PORT ROYAL WAY
- PEDESTRIAN CONNECTION TO SPRINGSTREET
- AT-GRADE CROSSING OF THE PORT SWITCHYARD
- URBAN LANDSCAPING

BUDGETING  
SCOPE OF WORK  
TO-BE-DETERMINED





# BRUCE BEACH IMPROVEMENTS



❖ All Phases Feature: Accessible Connectivity - Landscape Diversity - Hardscapes & Seating

**BRUCE BEACH**  
**ILLUSTRATIVE PLAN**

MASTER  
LAYOUT

PHASE 1

PHASE 2

PHASE 3

# BRUCE BEACH IMPROVEMENTS

## ❖ **Phase 1 Total Cost = \$1.99 Million**

- Features:
  - Beach Terraces
  - Pedestrian Bridge
  - Kayak Launch

## ❖ **Phase 2 Total Cost = \$1.96 Million**

- Features:
  - Sitting Walls
  - Overlook & Mound Scramble
  - Exercise Equipment
  - Parking & Marsh Trail

## ❖ **Phase 3 Total Cost = \$1.94 Million**

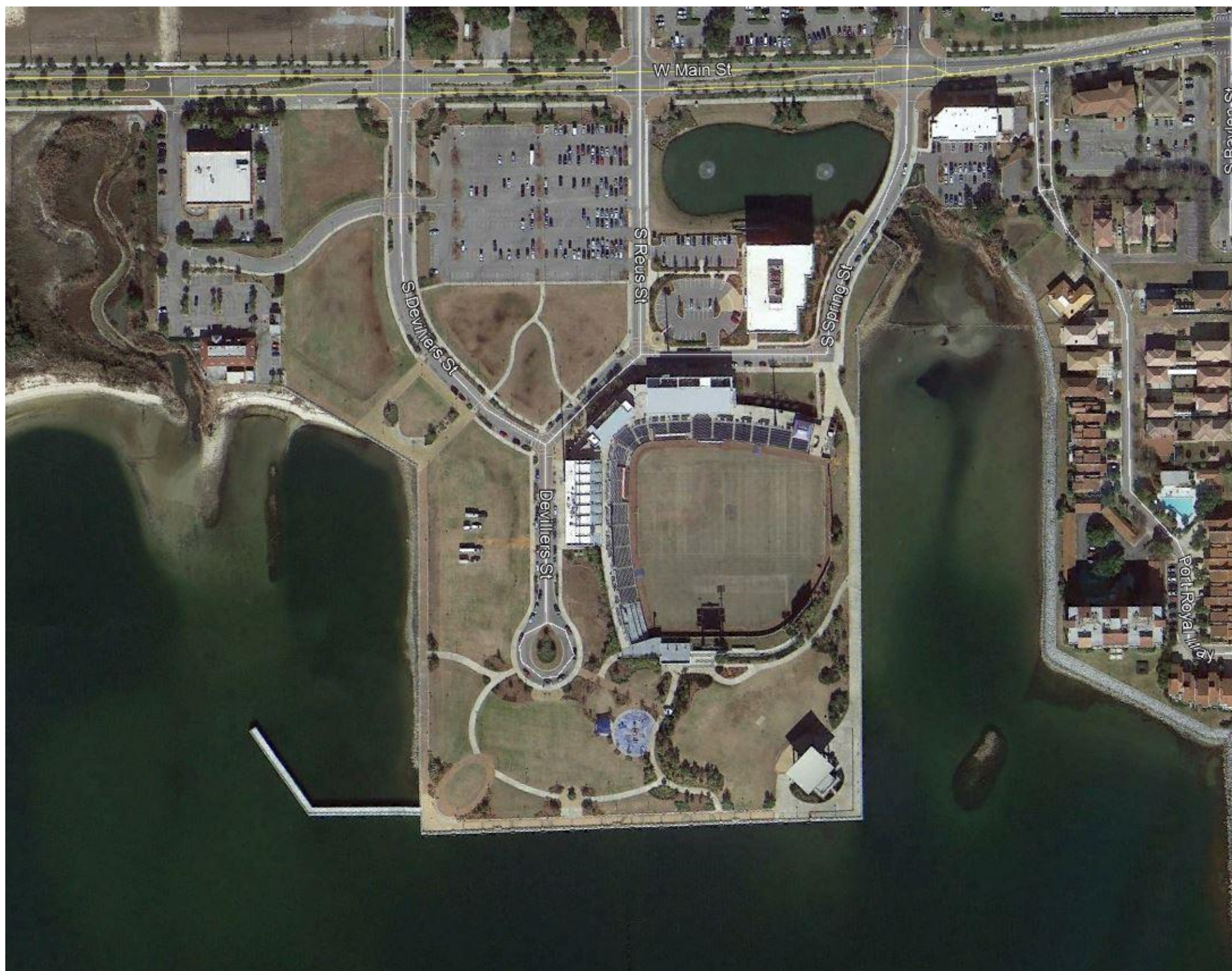
- Features:
  - Entry Plaza
  - Learning Garden & Water Feature
  - Shade Structures & Cultural Exhibits

## ❖ **Phase 4 Total Cost = \$1.98 Million**

- Features:
  - Additional Cultural & Educational Exhibits
  - Additional Site Amenities & Structural Components



# COMMUNITY MARITIME PARK DAY MARINA



Maritime Park – Note the Breakwater and Boat Basin on the SW corner of the Maritime Park



# COMMUNITY MARITIME PARK DAY MARINA



Floating 49 slip Day-Use Marina

# COMMUNITY MARITIME PARK DAY MARINA

## Community Maritime Park – Marina

### Summary of Dates and Costs

1. Marina Dredging	2010	\$600,000
2. Breakwater	2015	\$1,874,536
3. Floating Marina and Kayak Launch	Proposed	\$1,450,000

Scope: 49 Slips, Day-use facility, no water / sewer / power



# “East Garden District” – Jefferson St. Road Diet/Sidewalk and Streetscape Project



**East Garden District**  
Growing Since 1764



**Catalyst**  
healthcare real estate

*Chad Henderson, Founder & CEO of Catalyst HRE, is the local developer of the East Garden District project.*

*Catalyst HRE is one of the nation's fastest growing healthcare real estate development companies with 40 employees, over \$500M in assets across 18 states, & offices in Pensacola & Ocala, FL, Milwaukee, WI, & Dallas, TX.*



*CiviCon, Southtowne, Pensacola's Complete Streets Initiative, & the CRA's mission to Restore, Revitalize, & Renew Pensacola have all inspired the East Garden District to reactivate a historic block with synergistic placemaking & unique community growth projects.*





# “East Garden District” – Jefferson St. Road Diet/Sidewalk and Streetscape Project



 **20,000 SF Repurposed Garden Street Buildings**

 **30,000 SF New Mixed-Use Development**

 **175,000 SF New Placemaking Hotel & Parking Garage**





# “East Garden District” – Jefferson St. Road Diet/Sidewalk and Streetscape Project



## Projected EGD Annual Tax Impacts

\$247,000 Property Tax  
\$2.2M Sales Tax  
\$368,000 Bed Tax

**\$2.8M Total Projected EGD Annual Tax Impacts**

### Road Diet Design & Best Practices

- ❖ Alignment with Pensacola’s “Complete Streets Initiative”
- ❖ 120% increase in sidewalks & public areas
- ❖ Elimination of all Jefferson Street & Garden Street power poles
- ❖ Permeable pavers in on-street parking areas
- ❖ Planting of over 1,200 new trees and shrubs



### 215 > New Projected EGD Jobs





# “East Garden District” – Jefferson St. Road Diet/Sidewalk and Streetscape Project

## *Budget Summary • Investment to Date • Project Status*



### **Developer Investment to Date**

The EGD developer has spent **\$4.5M** to date on real estate acquisitions & with local professionals on project Master Planning, Landscape Design, Civil Engineering, Electrical Engineering, Architectural Design, Marketing & Advertising, Consulting & Project Management.

### **Project Status**

Construction drawings for Road Diet, Civil Engineering, Utilities & Landscape Architecture are 100% complete & ready to bid. FDOT permit has been submitted & is in final review. City permit is being prepared for submittal. Target construction commencement date for Road Diet & Civil Site work is Q2 2020.

Developer & Partner Investment		Proposed City / CRA R.O.W. Investment	
Line Item	Budget	Line Item	Budget
Developer Expenditure To Date	\$4,500,000	Landscaping	\$50,000
<b>Subtotal --</b>	<b>\$4,500,000</b>	Road Diet / Civil Sitework	\$740,000
Landscaping	\$60,000	Hardscape & Walkways	\$110,000
Civil Sitework	\$480,000	Lighting	\$330,000
Hardscape & Walkways	\$120,000	Contingency 2.5%	\$30,000
Power Underground & Utilities	\$480,000		
FFE	\$70,000		
Contingency 2.5%	\$30,000		
<b>Subtotal --</b>	<b>\$1,240,000</b>		
Hotel & Parking Garage	\$30,000,000		
Mixed-Use Building & Dueling Depots	\$3,800,000		
Garden Street Buildings	\$1,300,000		
<b>Vertical Improvements Subtotal --</b>	<b>\$35,100,000</b>		
<b>Total Developer &amp; Partner Investment</b>	<b>\$40,840,000</b>	<b>Total City / CRA Investment</b>	<b>\$1,260,000</b>

*www.eastgardendistrict.com*

# PROJECTS RECOMMENDED FOR FUNDING FROM 2019 BOND ISSUE

**AVAILABLE FUNDING:**  
**\$18 Million**

PROJECT NAME/PHASE	ESTIMATED CONSTRUCTION COST	DESIGN COST	TOTAL ESTIMATED COST	AVAILABLE BOND FUNDS
Bruce Beach Improvements (Phase 1 – 4)	\$7,870,000	\$787,000	\$8,657,000	\$8,657,000
“Hashtag” Waterfront Connector- Phase 1	\$4,151,600	\$415,160	\$4,566,760	\$4,566,760
“Hashtag” Waterfront Connector- Phase 2	\$4,965,000	\$496,500	\$5,461,500	\$1,806,504
CMP Day Marina	\$1,450,000	\$145,000	\$1,595,000	\$1,595,000
“East Garden District” Streetscape/Jefferson St Road Diet	\$1,250,000	\$125,000	\$1,375,000	\$1,375,000
Total	\$19,986,600	\$1,968,660	\$21,655,260	\$18,000,264

	A	B	C
1	COMMUNITY COMMENTS TO CRA FEB 3 2020 PROJECTS WORKSHOP		
2			
3	Commentator	Referenced Section	Comment
4	Harold Homeland (retired city firefighter & a strong believer of safety)	Scape	<b>EVERYONE (CITY INCLUDED) IS TRYING TO PUSH SOMETHING THAT YOU WOULD HOPE HAPPENED ON IT'S OWN...</b> I could accomplish 90% of what 'scape' is suggesting for 1/2 the price! I've lived on the water my entire life, but have traveled enough to realize money is going to prevail and that it is... Studer has an agenda that may not fit the average person! This waterfront was a real working man's waterfront that built old Pensacola! I can only say we 'the people of sanders beach' UPENDED 'OPERATION GREEN SHORES' OR SHOULD I SAY THAT ' <b>GREEN SHORES' UP ENDED ITSELF</b> - when asked <b>one simple question</b> - is there room for moving or altering any of the plans that WE WERE EXCLUDED FROM, FROM THE PLANNING STAGE - I HAD TRIED TO GET ON THE COMMITTEE (SP?) FOR 2 YRS AND NEVER WAS ALLOWED - THAT BEING SAID GREEN SHORE COULD HAVE WORKED - IF THEY HAD HAD PROPER INPUT AND A BIT OF RELOCATION TOLERANCE! THE CITY HAS BEEN NEGLIGENT WITH MANY WATERFRONT ASSESTS AND NOW IS ' <b>RUSHING</b> ' THE JOB! WHY??? BRUCE BEACH WAS IN FACT REPORTED FOR CODE VIOLATIONS BY ME PERSONALLY YEARS AGO AND LIKE CODE ENFORCEMENT HAS ACTED TO ME - LAUGHED AT ME - SO NOW WE HAVE A 'LITTER-BOX' EFFECT - HURRY AND CLEANUP? WE DO NOT NEED OUTSIDERS 'DICTATING'; WE AS CITIZENS KNOW WHAT WE NEED! AND WHAT IS WORKABLE! <b>COMMON SENSE INSTEAD OF DEEP POCKETS!</b> #1 DREDGE SANDERS BEACH BOAT LAUNCH THAT IS NOT USABLE! YES - NOT USABLE FOR YEARS NOW - #2 BUY AVAILABLE LOTS (BAYBOYZ) @ THE END OF "I" STREET AND MOVE THE PLAYGROUND AWAY FROM BOATRAMP (ONE \$1 MILLION CLAIM WOULD BE DIVERTED) - i.e.: child getting hurt
5	Kathy Tanner	Scape /Hashtag	Dear Ms. Gibson, What do I think? I think I have seen enough to know everyone designing and spending including our Councilwoman Ann Hill, does not advocate for Traffic Calming, improved pedestrian crossings in Historical Seville or anything EAST of ALCANIZ and including Nineth Ave. Through the years, I read and counted on these articles and meetings in the past. They sounded lovely. My office is full of these style Bayfront Improvement articles as a positive future all the way to Maritime and Bruce Beach. In past, we as Citizens spoke BUT other agenda KOOL-AID is consistently served to us. (we only needed a sip of the Pensacola Civic money and really do not need Studers money.) So much for Civic ENGAGEMENT from 2005 and the base Gindroz Report from before Hurricane Ivan....and all other attached to the PNJ style writings and carrots dangled above (attached). <u><b>That is what I think.</b></u> This money to be spent for in-clusion design did not have a sidewalk or a traffic calming speed sign for Bayfront Parkway as one approaches Hashtag, right? Am I wrong? What about some underground utilities? <u>OK so it is privately funded therefore why should I care. I like Quint Ms. Gibson, why are you asking for our thoughts.</u> THE WAY I SEE IT, my neighbor walking with her dog or the fellow on cruches can't even have a WHITE STRIP or TWO allowing safe crossing on S. Alcaniz at E. Zaragoza. Not everything has to be a big project. Historical Seville and Bayfront Parkway needs Inclusion on the most humble amount of dollars for the safety of the citizens, on the way to the HASHTAG and before Main St.. And this is what I think. PS <u><b>Don't let anyone blame this on the FDOT or Port. I watched port trucks often when we had the Bayfront road modified after Ivan. This is just plain greedy to not share a sidewalk pour or a traffic calming sign and put a few utilities underground in a comprehensive plan with city funds. This dims a Vibrant Community in a Historical District.</b></u> <b>Comment #2:</b> Dear Ann Hill, Slowing Bayfront down is not rocket science. I feel You have failed by not caring enough to advocate for a slower Bayfront on the way to Bruce Beach. What about safe sidewalks and what about cross walks. How much would it have cost! It's exhausting thinking all this money of target left the East side of Alcaniz and Main St out - If I am incorrect please accept my apologies.
6	Patricia A. Jackson	Scape	1. Cedar St - who will move the Port Royal mailbox station outside our gate? Our mailboxes should not be where the public has access. 2. Bike lanes - why provide them for bike riders who pay nothing - if bike lanes are provided we should have the riders buy a yearly license. 3. Sidewalk & road repairs need to be done

	A	B	C
3	<b>Commentator</b>	<b>Referenced Section</b>	<b>Comment</b>
7	Robert R. Bennett	Scape	Pensacola already has 10 community centers. The city currently provides insufficient funds for improvements and maintenance of those facilities and most are closed on weekends when they are needed most. There is a community center at Sanders Beach on 1.2 miles away! How does the city plan to fund staffing, operations, and maintenance of the proposed Bruce Beach Center? Stormwater from West Pensacola enters the bay near Bruce Beach often making the water there unfit to swim or fish in. How does the City propose to correct this problem to assure citizen health and safety. Is the cost to correct these environmental issues included in the cost estimate? Bruce Beach area has hazardous debris buried under the soil. In addition, the bottom of the bay in that area is littered with unsafe debris. How does the City plan to correct these issues to assure the health and safety of its citizens using that area? Is the remediation cost included in the cost estimate? The area around Bruce Beach and Maritime Park routinely suffers from stormwater and sewer overflows. Stormwater management plans call for only \$1.135 million to be spent over five years on stormwater improvements in the vicinity of Bruce Beach while nearly \$12 million is allocated to the Eastern side of Pensacola. The City apparently is willing to borrow \$20 million to fund SCAPE in the Bruce Beach area but unwilling to borrow to fix the serious flooding issues faced by the lower income West Pensacola. Is this not socioeconomic discrimination by the City?
8	Scott Jennings	Scape	Derrik, It is great to see all of the wonderful improvements that the City is involved with, including this makeover on South Spring St. I have an observation that I've been meaning to mention to the City for many years. Has anyone ever noted how inefficient the two traffic signals are on Government St. at Spring and Baylen Streets? Other than the 'rush' hour traffic, these signals are really overkill. With all of the other tweaking of traffic directions and four way stops that have been done over the years, I would suggest putting those signals on a timer by having them fully activated during rush hours, then flashing red for a four way stop otherwise. Thank you all, and proud to be a life long Pensacola resident.
9	Mike Mozur	Scape	We would expect that SCAPE plans would include water bottle fill stations and solar trash compactors.
10	Frank Brown	Scape	Good morning. I don't know when the lockers that have been discussed might be planned for but I just wanted to pass along some specifics about the size needed since I own and enjoy a kayak. Mine is a two seater and it's an ocean-going kayak perfect for the large, Pensacola Bay and the Gulf. it's just under 19 ft long and 32 in width...so a locker should be able to accommodate something of that size. Thank you. Here's a picture of it at Bruce Beach with a friend of mine.
11	Dr. Dolly Berthelot	Scape	Ms. Gibson, Over two years I have attended many worthwhile CivCon programs, including several by Scape. They have reenforced my contention-asserted since I moved here in 1976 - that public access to waterfront is woefully limited in this alleged bayfront/bayou community, and that must be rectified. Also I've long contended that esthetic preservation and enhancement is vital in a town that offers a plethora of charming historic architecture and natural beauty. The Scape plan offers all this and more. Having moved from my beloved bayou-view antique bungalow of 40 years in EPH across the magic Palafox line that separates East Pensacola from West to my now beloved high-rise Riviera Condo on Pensacola Bay, I've come to appreciate the merits and the potential of the near Westside that has been such a neglected stepchild. Clearly, downtown is moving west. Transformation of Main Street and Bruce Beach will help that happen, an advantage to downtown, to near west side, and to the entire community. I hope you will help that happen, for all our sakes. Thank you for your efforts.

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12	Spencer Leeper, Project Analyst, South Palafox Group	Hashtag Connector	Councilwoman Hill, Thanks for taking the time to discuss things with me on Monday. I wanted to check and see what information you had gotten back from Dewberry concerning the lane widths for the Hashtag Connector Phase 1 on Main Street. For recap, I believe I had heard one of the engineers say that they had gone with 11' lane widths, and I'm concerned that these are far too wide. When I broached the goal of 9' lanes within the framework of the project (the entire idea of the connector, from my understanding, being a Complete Streets project for pedestrians to feel safe), I was given the reasoning of 9' lane widths having been tried but were being a little tricky about practically implementing them on Main Street for that portion. Obviously I didn't feel it appropriate to quite dive in and second guess these design choices, but I was left with a lot of concern. Over the past year that I've lived downtown at Southtowne, I've really come to enjoy the walkability in some areas, and have become particularly sensitive to so many little design choices that affect my subconscious perception of safety and propensity to walk and cross streets. If we're going to be spending so much on this section of the project, it would be a shame if we weren't fully taking advantage of the redesign, especially in that crucial (and probably dangerous section) of Main between Baylen and Tarragona.
13	James Hunt	Scape	Just do it. Get 'r done.
14	Stephen Broadley	Scape	Ms. Helen, I am a resident of the East Hill area and a registered voter. I believe the Scape's project downtown would be very conducive to the development of our city. I think it would enhance foot traffic and provide more opportunity for local businesses. Thank you for giving our citizens a voice in this discussion.
15	Barbara Mozur VP of Ocean Hour	Scape	Dear Ms. Gibson, Thank you for the opportunity to comment on the proposed SCAPE project. Ocean Hour has been committed to keep beach cleanups for several years. These cleanups have included Bruce Beach, William Bartram Park and Wayside Park (east and west). As such, we are intimately aware of the amount of trash threatening Pensacola Bay. We would strongly encourage the project has a commitment to the environment and highly recommend that any SCAPE proposal include numerous solar trash compactors and numerous water bottle fill stations.
16	Duane Tant	Bruce Beach	Thanks, Allen. I wanted to say again how delighted I was to see the Bruce Beach design. I have been taking my positive impressions back to my fellow native plant enthusiasts. You indicated that you would like to connect with the stewardship organizations that have specific expertise with the native plants of our local biome. Can I extend an invitation for you or your landscape architect - both? - to present to our organization? Best Regards
17	Michael Brower	Scape	Dear Mayor Robinson and CRA Executive Director Gibson, Thank you for the opportunity for Francis M. Weston Audubon Society to comment on the important effort to reconnect Pensacola's residents and visitors to Pensacola Bay. This is a true community benefit effort. Francis M. Weston Audubon Society is a 600-member federal and Florida not-for-profit organization with historic ties to Pensacola dating to 1916. Best,

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18	Michael Brower, President, Francis M. Weston Audubon Society	Scape	Board of Directors, Francis M. Weston Audubon Society, Post Office Box 17484, Pensacola, FL 32522, February 6, 2020 The Officers and Directors being properly convened per the By-Laws dated October 3, 2019, and thus speaking for the entire membership of the Society, states: Francis M. Weston Audubon Society (FMWAS) commends the City of Pensacola led by the Honorable Grover C. Robinson IV, Mayor and a notable staff including Community Redevelopment Area, Executive Director, Helen Gibson, for their steadfast advancement of projects to reconnect the City to Pensacola Bay. FMWAS further applauds the presciently planned and bond-funded resources for the Bruce Beach project for the potential that a Gulf Coastal Lowlands native plant focused Bruce Beach can yield. The Society has led a coalition including the City, Long-Leaf Pine Chapter, Florida Native Plant Society, Audubon Florida and the University of West Florida that recently won a funding award from Gulf Power Foundation for a project: "Native Plants for Native and Migratory Birds at Bruce Beach." FMWAS equally shares our concern about the scientifically inevitable negative environmental effects on habitat and adjacent waters of the Bruce Beach site by the proposed Community Maritime Park Day Marina. The Society urges that the potential value of the Bruce Beach site and adjacent waters not be underestimated. The thousands of ducks, geese, mergansers, loons and other waterfowl visiting Pensacola Bay and Bruce Beach are a significant eco-tourism advantage worthy of "Great Florida Birding Trail" designation. Our eco-tourism advantage is threatened by Community Maritime Park Day Marina particularly in the winter and nesting season. Therefore let it be resolved; FMWAS and our 600 members oppose the proposed Community Maritime Park Day Marina, as designed, because of potential negative environmental effects to Bruce Beach. However, in the spirit of community-compromise, FMWAS proposes in lieu of a redesigned Community Maritime Park Day Marina seaward entrance that the City of Pensacola petition Florida Fish and Wildlife Commission to designate the entire Bruce Beach site and adjacent waters as a Florida Marine and Bird Sanctuary and that from November until April the Community Maritime Park Day Marina be limited to non-petroleum powered watercraft.
19	Rachael Gillette, Chief Leadership Development Officer, Studer Community Institute	Hashtag & Bruce Beach Scape Projects	Please move ahead with the projects as proposed. The study has been validated and public have had a huge amount of input. It's time for the City to fund them and make them happen for our community. Thank you
20	Nina Mazur	Scape Project	Dear Ms. D'Angelo: I would like to add my comments to the CRA projects being considered. I am fine with the proposed projects but I would like you to consider some changes to the Bruce Beach project: 1. Bruce Beach, phase 2: Remove the exercise equipment from the plan. I would like to see Bruce Beach be kept as natural as possible with limited development, yet accessible for all. I do think having educational and cultural components are good. Maritime park already has exercise equipment; nature trails, kayak launch, bike and walking paths are all that is needed for exercise at Bruce Beach. *The playground and exercise equipment at Maritime Park should be shaded. 2. Bruce Beach, Phase 4 - I think this should be removed. It was unclear what the additional, almost 2 million would be for. Use this money to improve the drainage issues in the Tanyard??? If an educational/cultural center is being built (unclear if that is the case or it will just be cultural and educational postings/art), the center would need to be staffed and maintained - budget would need to be there for that or we end up with a closed building and a waste of money. I would also like to make sure that drainage and sewer overflow issues, which seem to be a re-occurring problem in the Tanyard, are addressed and are part of the CRA Project.
21	Jerry Newton	Scape	I am very much in favor of the overall Scape plan. Two concerns: 1. access to kayak launches looks complicated 2. I live in upper 12th Ave. area of city. Right now parking is not so bad - but have concern about citizen access to downtown areas in general for those that have to commute to downtown and have sufficient parking access as redevelopment progresses.

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22	Mary Gutierrez, Executive Director, Earth Ethics, Inc., Earth Action , Inc.	Scape/Hashtag Projects	Good morning - I applaud the City's initiative to make improvements to the downtown area. However, I think that some of the money that is being or will be spent on these projects should be used in other areas of the city with a greater need. With that said, I would like to provide the comments below: I support the implementation of the Complete Streets concepts and practices throughout the City not just within the downtown area, but do support the improvements slated for Jefferson Street. I do not support the placement of a one-day use marina. This caters to a specific clientele and is exclusive of others. We should bringing the community together, not separating them further. With regards to the Hashtag project, I am currently in support of the proposed project, but am on the fence with regards to the Bruce Beach project. I am in favor of a learning garden and a pedestrian bridge. The site already has a "shade structure" they are known as trees. Looking at the diagram, I support a kayak storage and launch area. I am unclear of the need for beach terracing so I am neutral with regards to that piece of the project proposal. I know that the City has several CRA projects suggested for the modifications to the RESTORE MYIP, but I believe the City should focus more on existing CRA areas in traditionally underserved communities before expanding an area that has already seen great improvements and growth. Thank you for the opportunity to comment.
23	Carolyn Grawi	Scape	To speak regarding ADA & universal access. All aspects private & public need to planned and approved accessible for all. More time needed to review specific physical & utilization accessibility of every plan.
24	Teresa Hill	Scape	Hello, this is Teresa Hill 412 W Gregory St. I've been a resident in the CRA since the 90s. I could not make the meeting last night, but feel \$9M for Bruce Beach is outrageous. We don't need to develop it, just a boardwalk, ADA path and parking and a monument to black history. I didn't see an option for the dog park in there either. We need every single sidewalk in the CRA fixed and bathrooms at Veterans park. This hashtag project is cool, but does not address the needs of the pockets of poverty. No way is that neighborhood by Maritime now "blighted" and in need of funds. In fact it needs stormwater and pollution management before we add amenities. My understanding was that the CRA would first address blighted areas and this is the perfect opportunity to address the outstanding needs of those areas FIRST. Let's identify the true needs of the residents, and use these funds to address those before we add the icing on the cake. Thank you, <b>Comment #2:</b> I believe all sidewalks within the entire CRA should be fixed & installed, as well as ensuring all lighting is fixed. Also we need major stormwater infrastructure improvements that we have dealt with for decades. This funding through refinancing the bonds should be used for NECESSITIES first, then use what is left over for this project. I love hashtag & Bruce Beach, but our neighborhoods have been waiting for these basic needs to be addressed first. <u>I love the Baywalk! LOVE THE MARINA!</u>
25	Beverly Perry	Scape	One of my main concerns is if all the bond funds are used for the 4 listed projects, does that mean no funds will be available for several years if other CRA projects are brought forward? Is this the entire CRA budget? For how long? One of the most pressing needs is affordable housing. I mean housing being built in the area that is actually affordable, not what developers are calling affordable, such as in my area, Belmont-DeVilliers where affordable starts at under \$200,000. These are gentrification numbers for those of us who have lived in the area for a number of years, who came when it really was affordable or who have had family homes here for generations. Will the CRA do anything or are other City departments working toward actual affordable housing? Will all the projects utilize and fit with the City's Climate Task Force report? Will they be forward thinking along with many other cities, and use renewable energy, sustainable practices and be designed for resiliency? We should know by now that the savings in the future will be worth the investment. Some of the projects showed elements that go along with this, like the many trees & shrubs of the Jefferson St. plan. I hope at Bruce Beach they will keep a light touch and retain some of the wildness that is there now. Please don't do a repeat of the Maritime Park, which is beautiful with its walkways & water scenery & landscaping, but is very structured and formal. Retaining the wildness & some of the current plants at Bruce Beach would make a good contrast with the next door waterside walkways. My vote for first priority is with Bruce Beach. And I think many of us are expecting to see an African-American heritage site/museum fit into that space, in this phase or later. The day marina visible from Bruce Beach looks like a good addition and would fit with the other public areas. Yes, please, connect the east side by the water to the west side by the water. This would be well-used and good for us.
26	Brian Spencer	Waterfront Promenade "no view"	Team Pensacola-

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27			This invasive non-indigenous grass is not a protected wetland plant species — it requires periodic eradication (or management at the very least). This was unfortunately imported to our Bayfront shoreline when FDOT's contracted vendors brought fill/soil carrying remnants of this destructive species. The fill was used to construct the paved berm aka Bayfront Parkway.
28			Can you please reply with reminder of what City's current protocol is and how this issue will be incorporated into SCAPE plan. Can City promote or mandate for FDOT to adopt a more aggressive and frequent implementation of control ?
29			Current enjoyment and attraction to waterfront is hindered with current condition. In addition, PPD has had issues with concealed encampments and associated issues that minimize feeling of security for those seeking use of this public amenity.
30			Thank you-
31	Beth L. Fugate	Waterfront promenade	Good morning, The areas specifically around Project Green Shores where Phragmites is was resolved to be maintained through an agreement by the City of Pensacola. In previous years, they have cut back, which is most effectively done prior to seed heads forming in the fall but full eradication will not ever happen without continued maintenance and likely mechanical removal. I have met with multiple Pensacola staff out there concerning what to remove, how to remove, etc. Unfortunately this hasn't been maintained in several years now and has gotten quite massive. If someone needs to meet me out there again about this, I would be happy to make that work. Thanks
32	Matt J. Posner, Interim Director, Pensacola & Perdido Bays Estuary Program	Waterfront promenade	Hi Councilwoman Hill, I will defer to Keith Wilkins and Beth Fugate, FDEP Aquatic Preserves Manager, as I don't know which agency oversees maintenance in this area. Phragmites is a very aggressive wetland plant species and can prove challenging to manage. I would add that while it may not be an ideal species, some habitat is better than no habitat (green vs. grey). FDOT has a sizable budget for "landscaping" as part of the bridge construction, which could potentially go toward vegetation management in this area. That would need to be brought up with FDOT. Thanks.
33	Keith Wilkins	Waterfront promenade	This was somewhat before my time but my recollection was that the City was requesting DOT to maintain that during construction of the bridge and the roundabout. With that construction our access is severely limited to conduct maintenance ourselves. Not sure if this is the story or not and have asked public works for further information, which I will forward to you when I receive it. Thank you.
34	Barbara Albrecht	Waterfront promenade	Hi Ann, The grass is called Phragmites. It is one of the many invasive species the FDOT that manage to hitch-hike into areas. I've copied Colby Cleveland with FDOT R3 on this email. The FDOT has a contract and work-force development relationship with the Conservation Corps to remove invasive species. Perhaps City Council can persuade FDOT to address this and other sites where they have inadvertently released these species. Also copied on this email is Krystal Walsh, current president of Six Rivers Cisma (Cooperative Invasive Species Management Area.) The end of Feb is Invasive Species Week, maybe FDOT, City of P'cola & Cisma can help remove this grass from our area. Thank you.
35	Butch Hansen	Public Bathrooms Funding Question: Veterans Memorial Park	Ann, thanks for the reminder, but unfortunately I have another appointment today. Yes, we do want restrooms [at Veterans Memorial Park] and have previously provided the mayor, administrator and Parks and Rec the details. Bottom line, for \$160,000 we can provide ADA compliant, atmosphere controlled, minimum maintenance restrooms that would serve both Veterans Memorial park and Admiral Mason Park. We appreciate any support you can provide for this effort. The mayor has indicated support previously. Thanks,
36	Lissa Dees	Public Bathrooms Funding Question	The estimated cost for the Portland-Loo at the Jefferson Garage location was \$110K.
37	Liz Watkins	Scape	Please find the money and complete this project. Good job so far.



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38	Zachary Lane	Urban Core Projects	Ann, In response for your comments to the CRA urban core projects, I have a few comments. Page 6 of the presentation appears to show DeVilliers as one of the community access points. The only issue is that at Garden St. there are no signalized intersections. There are intersections at A street and Spring St. This is half a mile without a safe crossing at Garden St., which for a pedestrian is a long way. I would like to see a signalized intersection/crosswalk at DeVilliers and Garden St. added to one of the projects or as its own project. One of the issues that I experience as a frequent pedestrian or bike commuter is safe crossing of the main thoroughfares. Additionally, many of the Tanyard streets do not have a contiguous sidewalks, and the existing sidewalks are cracked and broken. I know the city is currently repairing many of the sidewalks. Hopefully, the Tanyard sidewalks will be included in one project or another. Other improvements that I think are worthwhile and would improve connectivity. A 4-way stop at Romana and Baylen with crosswalks; a 4-way stop at Spring and Romana with crosswalks. [Aerial Photo] Pensacola from Garden St to Waterfront, A to Baylen [Photo] DeVilliers St looking South toward Bay. Thanks
39	Renee Borden	CRA Bond Issue	Afternoon City Council Woman Hill- I reviewed the proposed projects for the bond issue. All of the projects appear to address beautification of the CRA district, but it seems they do not encompass any of the other charges under the CRA as you mentioned in particular: <i>Affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly</i> ; While I do understand that improvements to these areas enrich the community as a whole. Is there a way to incorporate some of the above items into these projects? What CRA developments address these concerns? And as always...Thank You for your work and time on this initiative.
40	Robert Van Slyke	Scape	I am disappointed that no attention has been given to traffic control & speed on Bayfront Pkwy between 9th Ave and Alcaniz. Everyone assumes that the State will not allow one lane traffic in that area because of the port traffic needs, but no one has actually evaluated that need with a positive notice of the need. Let's look for ways to make it happen, not for ways it can't work. In addition, there should be a strong consideration of opening up the east entrance to Government St on 9th Ave to allow an appropriate entry to our wonderful historic downtown. Maybe a traffic circle at 9th, Bayfront and Government! Also, the sidewalk on the north side of Bayfront needs to be continued to the east up to 9th Ave and remaining 4 telephone poles removed in that area. I have expressed these comments publically and in writing at numerous forums/opportunities over the past 10+ years. Thank you.
41	Marilynn L. Wiggins	Scape	I would like to see some of the money used to fix-up the broken sidewalks on Intendencia. Street lights are needed on "A" Street thru Intendencia Street, DeVilliers St. Beautification of the area is much needed all through the area. Needs to add the same type of Christmas lighting through out the whole area. This is part of Downtown, and it needs to look the part. Tree, inside the sidewalk area...
42	Jay Baynes	Scape	Would be safer for mixed use traffic (vehicles, bikes, pedestrians) if we would add more 1-way streets. Add more islands at intersections to calm traffic similar to island at YMCA. Add streetscaping & decorative lights to streets beginning from W. Govt north to Garden & Intendencia between Spring & "A" Street; Romana
43	John Bullock	Hashtag	The only part of the Hashtag that is along the water is the Cedar Street Walkway at the north end of the Spring Street cove. This part of the cove is used to catch sediment from street runoff. The far north end is overgrown with tall reeds, completely blocking any view of the sediment mud flat and water beyond. Are there plans to improve this area for waterfront viewing?
44	Margaret A. Sheridan	Scape	Keep drive around at Plaza de Luna in Phase III and parking for Jaco's this is a great site for driving handicapped persons to see the bay. My mother was in a wheelchair after a broken hip and looked forward to driving down & parking to see the bay 3-4 times/week.
45	Dr. Gloria Horning		No comments entered

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46	F. Jackson (Friends of Tanyards)	Scape	Proposed construction on the ECUA/Studer property will impose a very heavy burden on Main Street with foot and vehicular traffic - 1200 condos + 2 hotels + CMP condos = 10,000 people + 5,000 cars all attempting to travel Main Street, Spring Street & "A" Street. This will make money for the developers but will cause chaos otherwise including Tanyard properties.
47	John Herron	CRA Workshop	Dear Administrator Gibson, I applaud the efforts of the City, the Community Redevelopment Agency, and the thoughtful individuals involved in planning for the future of our City and our children in connecting the natural gift of Pensacola waterways and our urban core. The Waterfront Trail System is a natural fit for our City connecting various neighborhoods and bringing awareness to Pensacola residents and our guests that we continue to be good stewards of our beautiful waterfront. Connecting the east and west waterfronts is necessary for the continuous and uninterrupted enjoyment of residents and visitors to our City. The improvements made at Bruce Beach are remarkable, I enjoy them now with my children, and am very grateful continued improvements are planned. It will make a wonderful community gathering place. I applaud your efforts, and support implementation of these plans for the next generation of Pensacolians. Thank you.
48	Christian Wagley on behalf of the BOD for Bike Pensacola	Scape	On behalf of the Board of Directors for Bike Pensacola, please accept these comments on the CRA/SCAPE projects: We are concerned that protected bike path on north side of Main St. has been removed from SCAPE plans presented previously. We believe that this facility should remain. We also ask for an explanation of the removal of the protected bike facility from Jefferson St. This road can more appropriately support a sharrow, but we would still appreciate context for any decision to eliminate the facility proposed by SCAPE. We ask that the connection from W. Cedar St. west to Spring St. down the grassed and tree lined right-of-way and behind 101 W. Main St. be a full 10' multi use path (minimum width recommended in state of FL standards). There is plenty of space to accommodate such a facility, and it makes no sense to split pedestrians and cyclists at this point in the corridor. At Bruce Beach, please provide direct pedestrian and cyclist access from Main St. and eliminate the large gravel parking lot along Main St. Parking lots are not appropriate fronting on Main St. Eliminate the extra eastbound travel lane on Bayfront/Main between Tarragona and Alcaniz providing greater connectivity between Seville Square and Bartram Park. While outside area of SCAPE catalytic projects, at Garden St there are no signalized intersections. There are intersections at A street and Spring St. This is half a mile without a safe crossing at Garden St, which, for a pedestrian is a long way. We would like to see a signalized intersection/crosswalk at DeVilliers and Garden St added to one of the projects or as its own project. Additionally, many of the Tanyard streets do not have contiguous sidewalks, and the existing sidewalks are cracked and broken. We know the city is currently repairing many of the sidewalks. Hopefully, the Tanyard sidewalks will be included in one project or another. Thank you for considering our comments.

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49	Barbara Albrecht, UWF-AIMS, FMWAS, LLP NPs, Bream Fishermen Association	Scape	<p>Dear Ms. Gibson, Thank you for the opportunity to comment on the Catalytic Projects designed by SCAPE as presented 3 February 2020. Below, please find comments contributed by a large and vocal segment of this community. These suggestions are from a partnership which includes Francis M. Weston Audubon Society (FMWAS), Bream Fisherman Association (BFA), Longleaf Pine Chapter/Florida Native Plant Society (LPC/FNPS), and the University of West Florida (UWF). We firmly believe that our community is undergoing an exciting growth spurt that would benefit from the knowledge base and resource pool of the combined organization constituents to further advance, inform and clarify details of the proposals being considered. On behalf of organizations and citizens interested in the downtown waterfront areas, we are delighted and most enthusiastic about the opportunity to connect the greater community with the waterfront through the shoreline promenade and complete streets concept as seen below. <b>(CRA Workshop slide #6)</b>. Our comments are focused on the Bruce Beach Project. A coalition of FMWAS, BFA, LPC/FNPS, UWF and the City of Pensacola recently received a grant-in-aid from Gulf Power Foundation and Audubon Florida for Phase I of a project titled "Native Plants for Native and Migratory Birds at Bruce Beach, Pensacola, Florida". We are encouraged that subsequent future funding from Gulf Power Foundation/Audubon Florida and National Audubon Society is available. Our first plantings were sanctioned by the City of Pensacola and planted in November 2019. Again, we are impressed with many thoughtful aspects of the design presented for Bruce Beach. That said, we believe that using native plants and accentuating healthy habitat communities for all plantings across all projects would significantly attract not only pollinators and amplify the clear ecotourism advantages. We note, an omission in the Bruce Beach design: namely, Public Restrooms. LPC/FNPA and FMWAS strongly suggest and advocate for use of only Gulf Coastal native plants for all new plantings. To an all native plant strategy across all the proposed SCAPE projects, we most strongly recommend using locally/near-regionally-sourced trees and plants. Utilizing native species will not only provide food and shelter for wildlife, it will also help provide shade for pedestrians and help to take up stormwater. From a survival, viability and ease-of-maintenance standpoint using native grown climate adaptable trees and plants is both a prudent business and horticultural decision. This in turn would enhance reduced mowing and reduce or eliminate irrigation requirements as these items are some of the benefits of utilizing native plants and planting at the appropriate time. This emphasizes the critical nature of selection at the genetic level to ensure the plants are climate-zone adapted. For planning and scheduling purposes, prior to planting natives, the entire downtown area-of interest must be examined for invasive species and then removed prior to planting natives. Removal strategies consist of identification, eradication and follow-up monitoring. Should invasive species make a comeback, the information should be captured (recorded) and the proper prescription for invasive removal applied. This is the process of 'Urban Botany' and may require bi-annual visits for several years. <b>[Photo]</b> above was taken Sat, 1 Feb 2020, from Bruce Beach looking east towards Maritime Park. Exposed sands indicate that mowers trimmed too closely to the ground and have left this area susceptible to erosion. Pink pin-flags mark a small native plant demonstration bed which was installed by volunteers Nov 2019. At the Bruce Beach site, we have observed the landscape contractors charged with mowing are cutting far too close to the ground and causing erosion at the slope leading to Washerwoman Creek. In the previous photo, the white bird is seen foraging in the wetland area. The yellow-brown area above where the bird is observed have been cut so close in areas that sands are visible - indicating the vegetation has died back/been cut too close thus making that area vulnerable to erosion. The pink flagging in the forefront designates flower beds which were planted in Nov 2019 for demonstration purposes. While the plans for Bruce Beach specifically include a pavilion, we strongly suggest the site as a restored Gulf Coastal natural state presents healthier outreach opportunities which would serve to emphasize the benefits of the natural communities without hardening the area. Sanders Beach Community Center to the west, the Maritime</p> <p><b>[Photo]</b> View of Bruce Beach looking east towards Maritime Park from the mound area. Note the large cactus in the forefront of this picture. This large cactus was inadvertently cut down during the 2018 'clean-up' process. Many native species on this site are slow growing, whereas the invasive species tend to be fast growing. Both native and invasive species offer shade, which is welcome on hot summer days. However, invasive species offer little nutrition and habitat to wildlife and often outcompete the native (more valuable) vegetation. <b>[Photo]</b> In the previous picture, clipped from the Bruce Beach Waterfront Presentation by SCAPE, the prickly pear cactus (to the left of the orange hat held in Dan Lindeman's hand) was measured to have a trunk of almost three feet in circumference and stand almost six feet tall, an unusually large specimen. The site is dominated by China Berry trees (tall, in the forefront - lighter green and invasive), cabbage palms (native) and almost invisible a canopy of live oaks (natives) which would benefit greatly from removing the invasive species and opening them up to sunlight. <b>[Photo]</b> Community Maritime Park Day Marina. Maritime Park - Note the Breakwater and Boat Basin on the SW corner of the Maritime Park. As observed in the aerial above the only portion of the city owned waterfront which is not hardened is the area known as Bruce Beach. Despite the rigid establishment of buildings, parking lots and manicured areas - we would welcome the Bruce Beach area to stay wilder, more natural or 'unkempt'. LPC/FNPS champions the reduced mowing Wildflower Programs for state and county roadsides and intend to use Bruce Beach to teach reduced mowing techniques at the City-level to enhance habitat while reducing all-in maintenance costs. Escambia County is one of only two counties statewide without such programs in effect.</p>
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3	Commentator	Referenced Section	Comment
51			<p>[Concept Plan Drawing] Community Maritime Park Day Marina. The Maritime Park Day Marina is collocated adjacent to the ballpark but is also located in the same waters as the one remaining natural areas along this waterfront. Our concern is preservation of the one-of -a-kind potential of a downtown Bruce Beach Gulf Coastal Lowlands habitat, which includes the adjacent waters. Our most significant concern is wintering waterfowl. Pensacola is blessed by thousands of wintering ducks, geese, loons mergansers and other waterfowl. All the peer reviewed scientific research details the risk of boats to waterfowl including disturbance, pollution, and upsetting the nesting cycle of waterfowl. To lose our waterfowl visitors means losing the eco-tourism advantage inherent in the design of Bruce Beach. We most strongly recommend that if the proposed Maritime Park Day Marina is deemed essential to the overall design that the day-use marina be closed to all petroleum powered boats between November and April. Furthermore, we suggest that all 11+acres of the Bruce Beach site, in total, and the adjacent waters be designated an FWC Marine and Bird Sanctuary. We generally oppose the marina for further contamination reasons; however, feel that there may be work arounds. As described, the marina won't have any amenities beyond tie-up (No electricity, gasoline, dumping station) today or tomorrow, but this certainly sets the stage for future expansion - should the city wish to expand these services. Our concern is with the wintering waterfowl who use that area. Boat traffic would disturb them. This threat to waterfowl breeding and overwintering can be mitigated by closing the marina in the winter and stringently preventing bad practices by boat slip users. While this program is being rolled out and presented in the PNJ article, dated 5 Feb 2020, stated that the city has already applied for \$1.6M to fund the marina. [Slide from 2/3/2020 Presentation] Community Maritime Park - Marina Summary of Dates and Costs 1. Marina Dredging 2010 \$600,000 2. Breakwater 2015 \$1,874,536 3. Floating Marina and Kayak Launch Proposed \$1,450,000 Scope: 49 Slips, Day-use facility, no water/sewer/power. The slide above indicated - \$2.5M has already been spent to develop the marina, which is nothing more than a parking lot for boats. When completed, this component of the project will have cost - \$4M as an amenity feature - despite the obvious that much of the community does not own a boat. [Table from 2/3/2020 Presentation] Projects Recommended for Funding From 2019 Bond. Thank you for the opportunity to comment and your consideration and time.</p>

	A	B	C
3	<b>Commentator</b>	<b>Referenced Section</b>	<b>Comment</b>
52	CRA Public Workshop 2/3/2020 HDR Minutes Attendees: Owens, Gibson, Vinson, Wimberly, Dewberry (Hashtag). Baskerville-Donovan (Day Marina), Gulf Blue group (East Garden District Private Development) CRA Board, Public	Bruce Beach Phasing Plan	Minutes - General Discussion- CRA Meeting & Public comments: CRA called the meeting to order and Helen Gibson presented the projects and funding planned for the 19-20 CRA Plan/Budget. Parts of the meeting were recorded and can be found on Facebook under "850 Studio". Presentation attached. Note that the Total Estimated Cost column figure of \$16,193,760 was incorrect and will be corrected to show \$21,655,260 when posted on the City's website for the public. Additionally, the budget slide for Bruce Beach included \$1.98 million for Phase 4 after discussing with the City that the figure would be \$1.0 million. CRA requested that comment cards be filled out and returned either at the meeting or by COB on Feb 4th to Helen Gibson. Prior to meeting: Lady concerned regarding where the mound/pile of material on the site will be dumped. Does not want it dumped in a black neighborhood. Spoke with Tony R. McCray II ... who wants to see a community center built on the site. I explained that a community center was not part of the current budget due to the cost, but that it was still planned for the future. He said that he has had significant contact with a national philanthropy group and that if money was the issue then he would get it. He wants to see a 4 story community center built that is devoted to public education regarding the African-American history in the community. He's been talking to the Mayor. I told him that this is good, because ultimately the directive for the inclusion of a public facility would have to come from the City. Spoke with a Lady interested in kayaking who said that all she wants to see for kayak accessibility is a clean sand beach with no kayak docking. I explained that the pathway and kayak launch are also intended for diabled citizens to be able to enjoy kayaking. I also explained that the vast majority of the beach area will be let as-is and that the beach would still be accessible for dragging kayaks into the water. She understood and was good with the response. Spoke with Duane Tant ... who is a Biosphere Engineer. He is also heavily involved in the Audubon Society, the Panhandle Watershed Alliance, and several other organizations I could not recall. His main concern is with regard to the landscape plantings for the Bruce site. He wanted to know that the invasive species will be addressed and that the proposed plantings will be diverse and native. He mentioned concern that the landscaping of the site be sourced from the gulf coast region because plants sourced from other parts of the country, while they may be native, would have a different scientific makeup of pollens, fruit, etc which could negatively affect migratory birds, butterflies, and bee populations. He mentioned that one of the organizations he is involved in is responsible for the recent plantings at the site. He did not specifically mention concerns on protecting these recent plantings. Spoke with a Lady representing the Center for Independent Living Disability Resource Center (located in Pensacola). Her concern was the full ADA compliance of the Bruce site and making sure that provisions were included in design such as: Full accessiblity of site with a least one accessible path to access each site feature. Any educational exhibits such as informational displays should be set at a height so that disabled citizens can see/enjoy the exhibits. Any educational exhibits should consider provisions for both the hearing impaired (if there are audible exhibits) and visually impaired.
53			Following the Workshop portion of the meeting, time was allowed for public comments to the CRA Board: Gentleman discussed contamination and safety and directed questions to the Mayor. Mayor stated that the site would be fully investigated for contamination. Lady representing the Center for Independent Living {whom we spoke to during workshop portion} reiterated the importance of site accessibility to all parts of the site including considerations for exhibits (height, sound, vision). Gentleman mentioned that the James Lima (sp?) economic impact information for Bruce Beach and Hashtag did not included job benefits and was very lacking in the total economic benefits of the projects. Believes that the projects will have much greater positive economic impacts.

	A	B	C
3	<b>Commentator</b>	<b>Referenced Section</b>	<b>Comment</b>
54	Terry Horne, Director of CivicCon Center	SCAPE Hashtag and Bruce Beach	I think it is critical that the City have SCAPE at the table to review all of the engineering plans prior to being presented to the CRA or City Council for a vote. The public thinks it is getting something that will look like and provide the aesthetic improvements to the Cedar/Main and Jefferson/Palafox project. It is going to be clear to pedestrians and bicyclists that this is a connector of the entire waterfront and that it is clearly marked by the aesthetics proposed by SCAPE, including the shared space for cars, bicycles and pedestrians on Cedar. I also have a concern is that the engineers want to take away the protected bike lane, which is a big mistake unless you also push speed limits to 20 mph in that area if it is going to be a shared bike lane. But the public is expecting the greenery, the trees and the protected bike lane. As for Bruce Beach, my big concern about not having SCAPE at the table is not only aesthetics but also resiliency. SCAPE was used by the City of New York after Hurricane Sandy to rework its waterfront with resiliency in mind. Helen, you told me Monday night that SCAPE would be involved as this goes forward. I would like to have assurances that the city is engaging SCAPE and will listen to its advice. My experience is that if we leave this entirely in the hands of engineers (sorry, Derrik) then we will end up with something much less than the community expects. Please let the community know that SCAPE will continue to be involved and that the spirit of what they presented to the community will occur. I know the city doesn't have the money to do all of the project right away. It is important to do what we can and that it be done consistent with the bigger waterfront framework plan. The City has a chance to create something great for its residents and something that should accelerate private developers investing in our community in way that will improve quality of life as well as create significant tax base and economic opportunity, including jobs.
55	James Gulley	SCAPE Hashtag and Bruce Beach projects	This is typical Helen Gibson. She wants you to agree to all 4 projects at this time so she doesn't have to come back to the CRA ever again. Presently, I am looking at the Service Authorization (SA) with Dewberry Engineers, Inc. signed on on January, 15, 2020 ( a legal document and contract with Dewberry for \$232,700 to complete every thing about Hashtag Connector Project Phase 1---Main Street, except the actual construction). Also, from Exhibit A of this document it tells us that the estimate given to the City before Workshop #1 was only based on the Conceptual Exhibits. The Design Phase Services are listed and it is noted that "the city" will get a new Probable Cost based on the Working Drawings Phase. These will come after 30% plans, 60% plans and 90% plans. It will be the 90% Probable Cost presented at Workshop #2. The 90% Plans also "include the demolition of any site features in the construction drawings". Should demolition of Building structures be required, the City must acquire and demolish at their expense. Remember that a Protected Bike Path is desired on the Eastbound side and a Shared Bike Path is desired on the Westbound side, among other features. Again, from Exhibit A you will get still another Probable Cost when 100% plans are complete. This will be provided before Workshop #3. And just in case someone on this email is not aware of Service Authorizations (SA) and who can initiate them then it is time to learn. My recommendation is to approve Bruce Beach (phase 1 or 2 or 3 or any combination) and Hastag (phase1 or 2 or 3 or any combination) and drop the other two. Hastag phase 1 is already contracted except construction. Also, the Service Authorization (SA) with HDR Engineering ( signed on January 7, 2020) that gave us the Phase Master Plan for Bruce Beach cost \$57,159.00. I also see that the Citizen's Board for the Urban Core CRA Is finally coming through. Please don't spend ALL THE MONEY, and then seat them. Thanks,



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 20-00172

City Council

3/26/2020

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Sherri Myers

**SUBJECT:**

REQUEST FOR ATTORNEY GENERAL ADVISORY LEGAL OPINION - CHARTER AMENDMENT PROCESS

**RECOMMENDATION:**

That the City Council vote directing the City Attorney to request the Attorney General provide an Advisory Legal Opinion (AGO) to determine if the second sentence in the Charter for the City of Pensacola's ("Charter") Section 8.02.(b) Initiation by Petition that reads - "Each petition proposing amendments to this Charter shall be commenced in the same manner as an ordinance proposed by initiative in Article VII of this Charter." - is preempted by Section 166.031 Charter Amendments, Florida Statutes. F.S. §166.031 is the state law procedure for the amendment of a municipal charter. The City Attorney shall submit to the Attorney General a copy of this Council Memorandum, a copy of the Charter, a copy of other supporting or explanatory documentation such as the relevant Pensacola Charter Review Commission (CRC) meeting minutes or a copy of the CRC's Final Report first described in the City Council's November 13, 2007 charge to the CRC, and a Memorandum of Law prepared by the City Attorney if one is required by the Attorney General

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The first sentence of the Florida Constitution's Article VIII Local Government, Section 2 Municipalities provides, "Municipalities may be established or abolished and their charters amended pursuant to general or special law." In Florida, only the Florida Legislature may adopt a "general or special" law. However, the city Charter's Section 8.02.(c) Consistency provides, "Except as additionally provided for herein, the method for Charter amendments shall be consistent with State law." Inclusion of the phrase - "Except as additionally provided for herein...." - indicates an intent to impose additional charter amendment process requirements unique to Pensacola that may be inconsistent with and frustrate the legislative purposes of F.S. §166.031.

The legal effect of the second sentence of Section 8.02.(b) Initiation by Petition in the Charter - "Each petition proposing amendments to this Charter shall be commenced in the same manner as an ordinance proposed by initiative in Article VII of this Charter." - is to impose extra requirements that

123

would frustrate the ability of citizens to propose amendments to their charter contrary to the legislative intent of the Florida Legislature. Further, if citizens may restrict the ability of other citizens to propose charter amendments, they may similarly exercise the power to restrict a governing body's ability to propose charter amendments. It seems improbable that the Florida Legislature intended for citizens to exercise a power to restrict the charter amendment process.

A municipality may amend its charter using the state law method even if the process is not described in a charter. Several local examples reinforce this assessment of preemption by the Florida Legislature: 1) the Charter for the City of Gulf Breeze's Section 12 Amendment to charter provides, "This section had been editorially deleted as superseded by F.S. §166.031."; 2) the Charter for the City of Milton does not mention the charter amendment process [it does mention F.S. §166.031(6) that requires a municipality by ordinance or charter amendment to provide a method for the filling of vacancies]; and 3) the Charter for the City of Fort Walton Beach does not mention either the charter amendment process or F.S. §166.031.

In AGO 88-30 Amendments and Conflicting Provisions in Charter, Attorney General Robert Butterworth addressed how F.S. §166.031 adopted by the Florida Legislature in 1973 and as amended from time to time governs the process for the amendment of municipal charters - "A legislative directive as to how a thing shall be done, is in effect, a prohibition against it being done in any other way. This office has previously concluded that any charter provision adopted or readopted subsequent to the effective date of the Municipal Home Rule Powers Act, Ch. 166, F.S., can only be amended in accordance with the provisions of s. 166.031, F.S." A logical conclusion is that the Florida Legislature intended to provide for a clearly defined, legally uniform and exclusive state law procedural method of statewide application for the amendment of municipal charters.

If given legal effect, inclusion of the second sentence in the Charter's Section 8.02.(b) - "Each petition proposing amendments to this Charter shall be commenced in the same manner as an ordinance proposed by initiative in Article VII of this Charter." - would impose three limitations that may be contrary to state law.

1. Creates unique City of Pensacola charter amendment subject matter limitations. In AGO 2002-79 Citizens' Initiatives to Amend Charter and Ordinances, Attorney General Richard Dornan advised, "I am of the opinion that a municipal charter may not limit the electors' authority to propose amendments to the charter to certain subjects." As example, in AGO 90-38 Municipal Charter, Referendum on Bond Issues, Attorney General Butterworth advised, "...it is my opinion that the municipal charter may be amended pursuant to section 166.031, F.S., to require referendum approval of bond issues." Further, in AGO 2009-12 Municipal Charter, Voter Approval of Capital Projects, Attorney General Bill McCollum considered whether, "A municipal charter may be amended pursuant to a petition initiative to require voter approval of any capital improvement project exceeding \$500,000 without conflicting with the city's constitutional home rule power?" Attorney General McCollum assessed that he could not conclude that the power of voters was so restricted commenting -"Furthermore, section 166.031(3), Florida Statutes, allows a municipality to amend its charter notwithstanding contrary charter provisions. Thus, the only limitation in section 166.031, Florida Statutes, is placed upon amending that part of the charter describing the boundaries of the municipality." The Florida Municipal Officials' Manual prepared by the Florida League of Cities advises about F.S. §166.031 and its application, "All parts of a charter may be amended except tha 124



part defining the boundaries of the city."

2. Limits to 60 days the validity of all City of Pensacola charter amendment petition signatures. In AGO 98-27 Municipal Charter Amendment, Petition Signatures, Attorney General Butterworth advised, "I am of the opinion that, until this matter is legislatively or judicially clarified, it is reasonable to conclude that the signatures on a petition to amend a municipal charter pursuant to section 166.031, would be valid for a period of two years." In 2013, the Florida Legislature amended subsection (3) of Section 100.371 Initiatives; Procedures for Placement on Ballot, Florida Statutes, changing the period for which a constitutional amendment petition signature is valid from four to two years. The Florida Legislature has not amended F.S. §166.031 to describe the duration that charter amendment petition signatures are valid but presumptively all such signatures are valid for two years until legislatively or judicially clarified as described by Attorney General Butterworth in 1998.

3. Prohibits individual City of Pensacola electors from proposing a charter amendment. During the Florida League of Cities' Annual Conference in 2018, Mr. Harry Morrison, Jr., Of Counsel, emphasized in a Home Rule History Workshop - "A municipality's charter is like the state's constitution. It's the paramount governing instrument of the municipality and is the fundamental law of the citizens that are served by the municipality." In Florida, individual voters have a right to propose constitutional amendments. It seems reasonable to believe that municipal voters enjoy a similar liberty. If the intent of the CRC and City Council as approved by voters during the November 2009 Municipal Charter Referendum is to give legal effect to the Charter's Section 7.04. Commencement of Proceedings imposing unique local charter amendment procedural requirements, it would deny a single city elector or a group of city electors less than or greater than ten in number the liberty to propose an amendment to their Charter by requiring that only "any ten (10) electors" may propose a charter amendment

**PRIOR ACTION:**

None

**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

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**File #:** 20-20

City Council

3/26/2020

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Jewel Cannada-Wynn

**SUBJECT:**

PROPOSED ORDINANCE NO. 20-20 PROVIDING A DATE CERTAIN FOR DETERMINATION OF A COASTAL HIGH-HAZARD AREA BOUNDARY

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 20-20 on first reading:

AN ORDINANCE AMENDING ORDINANCE NO. 49-07 AS SUBSEQUENTLY AMENDED BY ORDINANCE NO. 16-08; PROVIDING A DATE CERTAIN FOR DETERMINATION OF A COASTAL HIGH-HAZARD AREA BOUNDARY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In 2007 under Ordinance No. 49-07, the Comprehensive Plan and Future Land Used Map was amended. In 2008 under Ordinance No. 16-08, Ordinance No. 49-07 was amended re-designating the Future Lane Use of a portion of the Sonia Drive property as Conservation (CO). Within this amendment a boundary was set for the portion of the property located within the Coastal High Hazard Area which included the language, "as re-designated from time to time."

This action item sets the boundary as that approved on February 13, 2008 thereby removing the "re-designated from time to time language."

There is no adjustment to the Comprehensive Plan or the Future Land Use Map, only setting a static boundary.

**PRIOR ACTION:**

September 27, 2007 - City Council passed Ordinance No.49-07

February 13, 2008 - City Council amended Ordinance No. 49-07 with the passage of Ordinance No

127

16-08

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive  
Sherry Morris, AICP, Planning Services Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 20-20
- 2) Ordinance No. 49-07
- 3) Ordinance No. 16-08

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 20-20

ORDINANCE NO. \_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING ORDINANCE NO. 49-07 AS  
SUBSEQUENTLY AMENDED BY ORDINANCE NO. 16-08; PROVIDING  
A DATE CERTAIN FOR DETERMINATION OF A COASTAL HIGH-  
HAZARD AREA BOUNDARY; PROVIDING FOR SEVERABILITY;  
REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 49-07 was adopted on September 27, 2007, amending  
the Comprehensive Plan and Future Land Use Map of the City of Pensacola; and

WHEREAS, Ordinance No. 16-08 was adopted on February 13, 2008 amending  
Pensacola Ordinance No. 49-07; re-designating the Future Land Use of a portion of the  
subject property as Conservation (CO); amending the effective date of said  
Comprehensive Plan and Future Land Use Map and repeating the legal description  
contained therein; and

WHEREAS, it is necessary to provide a date certain for the designation of the  
coastal high-hazard area boundary, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 1 of the City of Pensacola Ordinance No. 49-07 as amended  
shall read as follows:

SECTION 1. (a) Except as provided in subsection (b) of this section, the  
Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all  
notations, references and information shown thereon as it relates to the following  
described real property in the City of Pensacola, Florida, to-wit:

LOTS 3, 4, 5 AND THE WEST 90 FEET OF LOT 26, BLOCK 201 OF THE  
MAXENT TRACT, AS PER THE MAP OF THE CITY OF PENSACOLA,  
COPYRIGHTED BY THOMAS C. WATSON IN 1906.

AND;

THE WEST 90 FEET OF LOT 11, ALL OF LOTS 12 THROUGH 25 INCLUSIVE, THE EAST 60 FEET OF LOT 26, BLOCK 201, MAXENT TRACT, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; TOGETHER WITH THAT PORTION OF THE WEST 25 FEET OF "H" STREET WHICH ADJOINS LOTS 23 TO 26, AND WHICH ADJOINS THE NORTH 30 FEET OF HILLIARD STREET; AND THAT PORTION OF THE NORTH 30 FEET OF HILLIARD STREET WHICH ADJOINS LOTS 14 TO 23 INCLUSIVE, AND WHICH ADJOINS THE WEST 25 FEET OF "H" STREET.

AND;

LOTS 6 AND 7 AND THE EAST 60 FEET OF LOT 11, BLOCK 201, MAXENT TRACT IN THE CITY OF PENSACOLA, COUNTY OF ESCAMBIA, FLORIDA.

AND;

LOTS 1 AND 2, BLOCK 201 AND THE ADJOINING WEST ONE- HALF OF VACATED "H" STREET, ORDINANCES NO. 24-40 AND 23-37.

is hereby amended from the present classification of MDR (Medium Density Residential) land use to a future land use classification of HDR (High Density Residential) land use.

(b) Notwithstanding subsection (a) of this section, the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to that portion of the property described in subsection (a) which lies within the coastal high-hazard area boundary as designated, ~~and as re-designated from time to time~~ on February 13, 2008, in accordance with Section 163.3178, Florida Statutes, and as presently depicted in the map attached hereto and made a part as Exhibit 1, is hereby amended from the present classification of MDR (Medium Density Residential) land use to a future land use classification of CO (Conservation) land use.

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

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

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

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

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

Attest:

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

PROPOSED  
ORDINANCE NO. 45-07

ORDINANCE NO. 49-07

AN ORDINANCE  
TO BE ENTITLED:

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

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

WHEREAS, the City Council desires to effect an amendment to a portion of the Future Land Use element of the Comprehensive Plan; and

WHEREAS, said amendment is consistent with the other portions of the Future Land Use Element and all other applicable elements of the Comprehensive Plan, as amended; and

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

WHEREAS, the City Council has followed all of the procedures set forth in §§163.3184 and 163.3187, Fla. Stat., and all other applicable provisions of law and local procedures with relation to amendment to the Future Land Use Element of the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the Comprehensive Plan and Future Land Use map of the City of Pensacola; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

LOTS 3, 4, 5 AND THE WEST 90 FEET OF LOT 26, BLOCK 201 OF THE MAXENT TRACT, AS PER THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.



AND;

THE WEST 90 FEET OF LOT 11, ALL OF LOTS 12 THROUGH 25 INCLUSIVE, THE EAST 60 FEET OF LOT 26, BLOCK 201, MAXENT TRACT, ACCORDING TO THE MAP SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; TOGETHER WITH THAT PORTION OF THE WEST 25 FEET OF "H" STREET WHICH ADJOINS LOTS 23 TO 26, AND WHICH ADJOINS THE NORTH 30 FEET OF HILLIARD STREET; AND THAT PORTION OF THE NORTH 30 FEET OF HILLIARD STREET WHICH ADJOINS LOTS 14 TO 23 INCLUSIVE, AND WHICH ADJOINS THE WEST 25 FEET OF "H" STREET.

AND;

LOTS 6 AND 7 AND THE EAST 60 FEET OF LOT 11, BLOCK 201, MAXENT TRACT IN THE City of Pensacola, COUNTY OF ESCAMBIA, FLORIDA.

AND;

LOTS 1 AND 2, BLOCK 201 AND THE ADJOINING WEST ONE-HALF OF VACATED "H" STREET, ORDINANCES NO. 24-40 AND 23-37.

is hereby amended from the present classification of MDR (Medium Density Residential) land use to a future land use classification of HDR (High Density Residential) land use.

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

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

SECTION 4. The effective date of this small scale development plan amendment shall be 31 days after final passage (adoption), unless the amendment is challenged pursuant to Section 163.3187(3), Fla.Stat. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Community Affairs, or the Administration Commission, finding the amendment in compliance as defined in Section 163.3184, Fla.Stat. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has

become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Community Affairs, Bureau of Local Planning, 2740 Centerview Drive, Tallahassee, Florida 32399-2100.

Passed: September 27, 2007

Approved: \_\_\_\_\_  
Mayor

Attest:

Charles L. Burnett  
City Clerk

Legal in form and valid if  
enacted:

[Signature]  
City Attorney

PROPOSED  
ORDINANCE NO. 10-08

ORDINANCE NO. 16-08

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING CITY OF PENSACOLA ORDINANCE NO. 49-07; REDESIGNATING THE FUTURE LAND USE OF A PORTION OF THE SUBJECT PROPERTY AS CONSERVATION (CO); AMENDING THE EFFECTIVE DATE OF SAID ORDINANCE PERTAINING TO AN AMENDMENT TO THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; REPEATING THE LEGAL DESCRIPTION CONTAINED IN SAID ORDINANCE; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 1 of City of Pensacola Ordinance No. 49-07 is amended and restated to read as follows:

SECTION 1. (a) Except as provided in subsection (b) of this section, the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

LOTS 3, 4, 5 AND THE WEST 90 FEET OF LOT 26, BLOCK 201 OF THE MAXENT TRACT, AS PER THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

AND;

THE WEST 90 FEET OF LOT 11, ALL OF LOTS 12 THROUGH 25 INCLUSIVE, THE EAST 60 FEET OF LOT 26, BLOCK 201, MAXENT TRACT, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; TOGETHER WITH THAT PORTION OF THE WEST 25 FEET OF "H" STREET WHICH ADJOINS LOTS 23 TO 26, AND WHICH ADJOINS THE NORTH 30 FEET OF HILLIARD STREET; AND THAT PORTION OF THE NORTH 30 FEET OF HILLIARD STREET WHICH ADJOINS LOTS 14 TO 23 INCLUSIVE, AND WHICH ADJOINS THE WEST 25 FEET OF "H" STREET.

AND;

LOTS 6 AND 7 AND THE EAST 60 FEET OF LOT 11, BLOCK 201, MAXENT TRACT IN THE City of Pensacola, COUNTY OF ESCAMBIA, FLORIDA.

AND;

LOTS 1 AND 2, BLOCK 201 AND THE ADJOINING WEST ONE-HALF OF VACATED "H" STREET, ORDINANCES NO. 24-40 AND 23-37.

is hereby amended from the present classification of MDR (Medium Density Residential) land use to a future land use classification of HDR (High Density Residential) land use.

(b) Notwithstanding subsection (a) of this section, the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to that portion of the property described in subsection (a) which lies within the coastal high-hazard area as designated, and as redesignated from time to time, in accordance with Section 163.3178, Florida Statutes, and as presently depicted in the map attached hereto and made a part as Exhibit 1, is hereby amended from the present classification of MDR (Medium Density Residential) land use to a future land use classification of CO (Conservation) land use.


SECTION 2. Section 4 of City of Pensacola Ordinance No. 49-07 is amended to read as follows:

SECTION 4. This ordinance shall take effect immediately upon its passage by the City Council.

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

SECTION 4. This ordinance shall take effect immediately upon its passage by the City Council.

Passed: February 18, 2008

Approved: 

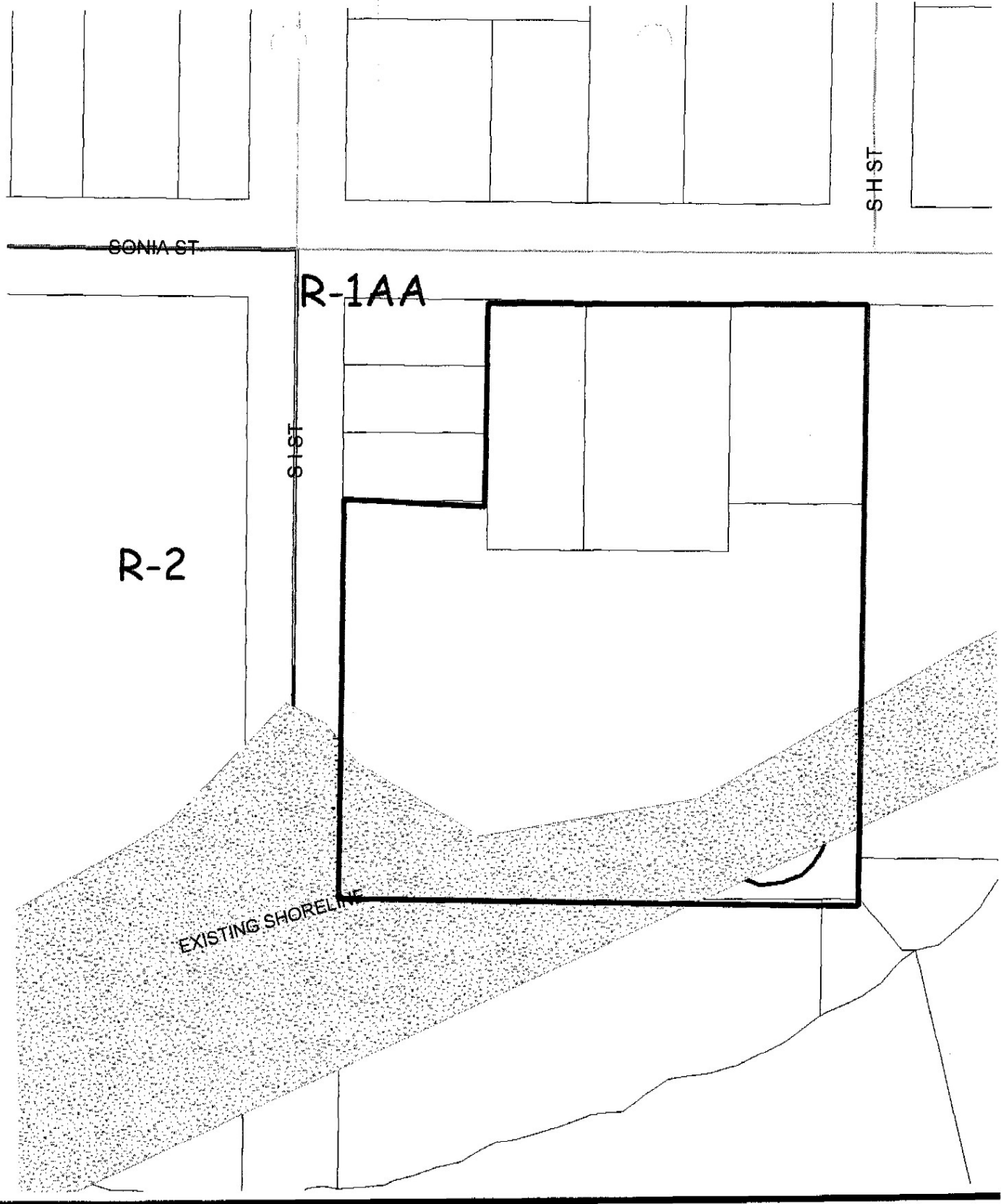
Mayor

Attest:

Cricket L. Burnett  
City Clerk

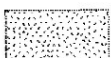
Legal in form and valid if  
enacted:

M. Phij  
City Attorney



N  
1 inch equals 82 feet

2.5 ACRES INCLUDING THE COSTAL HIGH HAZARD AREA



COSTAL HIGH HAZARD AREA



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 21-20

City Council

3/26/2020

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Jewel Cannada-Wynn

**SUBJECT:**

PROPOSED ORDINANCE NO. 21-20 PROVIDING A DATE CERTAIN FOR DETERMINATION OF A COASTAL HIGH-HAZARD AREA BOUNDARY

**RECOMMENDATION:**

That City Council approved Proposed Ordinance No. 21-20 on first reading:

AN ORDINANCE AMENDING ORDINANCE NO. 50-07 AS SUBSEQUENTLY AMENDED BY ORDINANCE NO. 17-08; PROVIDING A DATE CERTAIN FOR DETERMINATION OF A COASTAL HIGH-HAZARD AREA BOUNDARY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In 2007 under Ordinance No. 50-07 the Zoning Classification pursuant to the Comprehensive Plan was amended. In 2008 under Ordinance No. 17-08, Ordinance No. 50-07 was amended re-designating the Zoning Classification of a portion of the Sonia Drive property as Conservation (CO). Within this amendment a boundary was set for the portion of the property located within the Coastal High Hazard Area which included the language, "as re-designated from time to time."

This action item sets the boundary as that approved on February 13, 2008 thereby removing the "re-designated from time to time language."

There is no adjustment to the Zoning Map, only setting a static boundary.

**PRIOR ACTION:**

September 27, 2007 - City Council passed Ordinance No. 50-07

February 13, 2008 - City Council amended Ordinance No. 50-07 by passed Ordinance 17-08

**FUNDING:**

139

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive  
Sherry Morris, AICP, Planning Services Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 21-20
- 2) Ordinance No. 50-07
- 3) Ordinance No. 17-08

**PRESENTATION:** No



PROPOSED  
ORDINANCE NO. 20-21

ORDINANCE NO. \_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING ORDINANCE NO. 50-07 AS  
SUBSEQUENTLY AMENDED BY ORDINANCE NO. 17-08;  
PROVIDING A DATE CERTAIN FOR DETERMINATION OF  
A COASTAL HIGH-HAZARD AREA BOUNDARY;  
PROVIDING FOR SEVERABILITY; REPEALING CLAUSE;  
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 50-07 was adopted on September 27, 2007, amending the Zoning Classification of certain property pursuant to and consistent with the Comprehensive Plan of the City of Pensacola; and

WHEREAS, Ordinance No. 17-08 was adopted on February 13, 2008 amending Pensacola Ordinance No. 50-07; re-designating the zoning classification of a portion of the subject property as Conservation (CO); restating the legal description and amending the Zoning Map of the City of Pensacola; and

WHEREAS, it is necessary to provide a date certain for the designation of the coastal high-hazard area boundary, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 1 of the City of Pensacola Ordinance No. 50-07 as amended shall read as follows:

SECTION 1. (a) Except as provided in subsection (b) of this section, the Zoning Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

LOTS 3, 4, 5 AND THE WEST 90 FEET OF LOT 26, BLOCK 201 OF THE  
MAXENT TRACT, AS PER THE MAP OF THE CITY OF PENSACOLA,  
COPYRIGHTED BY THOMAS C. WATSON IN 1906.

AND;

THE WEST 90 FEET OF LOT 11, ALL OF LOTS 12 THROUGH 25 INCLUSIVE, THE EAST 60 FEET OF LOT 26, BLOCK 201, MAXENT TRACT, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; TOGETHER WITH THAT PORTION OF THE WEST 25 FEET OF "H" STREET WHICH ADJOINS LOTS 23 TO 26, AND WHICH ADJOINS THE NORTH 30 FEET OF HILLIARD STREET; AND THAT PORTION OF THE NORTH 30 FEET OF HILLIARD STREET WHICH ADJOINS LOTS 14 TO 23 INCLUSIVE, AND WHICH ADJOINS THE WEST 25 FEET OF "H" STREET.

AND;

LOTS 6 AND 7 AND THE EAST 60 FEET OF LOT 11, BLOCK 201, MAXENT TRACT IN THE City of Pensacola, COUNTY OF ESCAMBIA, FLORIDA.

AND;

LOTS 1 AND 2, BLOCK 201 AND THE ADJOINING WEST ONE-HALF OF VACATED "H" STREET, ORDINANCES NO. 24-40 AND 23-37,

is hereby changed from R-IAA DISTRICT(one and two family residential) to R-2B District (MULTIPLE FAMILY RESIDENTIAL), fully as if all of the said real property had been originally included in City of Pensacola R-2B Zoning District.

(b) Notwithstanding subsection (a) of this section, the Zoning Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to that portion of the property described in subsection (a) which lies within the coastal high-hazard area as designated, ~~and as re-designated from time to time~~ on February 13, 2008, in accordance with §163.3178, Florida Statutes, and as presently depicted in the map attached hereto and made a part as Exhibit 1, is hereby amended from the present classification of R-IAA DISTRICT (one and two family residential) to CO ( Conservation) zoning district, as fully as if all of the said designated property had been originally included in the City of Pensacola CO (Conservation) zoning district.

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

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

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

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

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

Attest:

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

PROPOSED  
ORDINANCE NO. 46-07

ORDINANCE NO. 50-07

AN ORDINANCE  
TO BE ENTITLED:

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

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

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., proper public hearing was provided and a public hearing was held on September 13, 2007 concerning the following proposed zoning classification affecting the property described therein; and

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

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

LOTS 3, 4, 5 AND THE WEST 90 FEET OF LOT 26, BLOCK 201 OF THE MAXENT TRACT, AS PER THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

AND;

THE WEST 90 FEET OF LOT 11, ALL OF LOTS 12 THROUGH 25 INCLUSIVE, THE EAST 60 FEET OF LOT 26, BLOCK 201, MAXENT TRACT,

ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; TOGETHER WITH THAT PORTION OF THE WEST 25 FEET OF "H" STREET WHICH ADJOINS LOTS 23 TO 26, AND WHICH ADJOINS THE NORTH 30 FEET OF HILLIARD STREET; AND THAT PORTION OF THE NORTH 30 FEET OF HILLIARD STREET WHICH ADJOINS LOTS 14 TO 23 INCLUSIVE, AND WHICH ADJOINS THE WEST 25 FEET OF "H" STREET.

AND;

LOTS 6 AND 7 AND THE EAST 60 FEET OF LOT 11, BLOCK 201, MAXENT TRACT IN THE City of Pensacola, COUNTY OF ESCAMBIA, FLORIDA.

AND;

LOTS 1 AND 2, BLOCK 201 AND THE ADJOINING WEST ONE-HALF OF VACATED "H" STREET, ORDINANCES NO. 24-40 AND 23-37.

is hereby changed from R-1AA DISTRICT(one and two family residential) to R-2B District (MULTIPLE FAMILY RESIDENTIAL), fully as if all of the said real property had been originally included in City of Pensacola R-2B Zoning District.

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

SECTION 3. This ordinance shall become effective upon the effective date of Proposed Ordinance No.45-07.

Passed: September 27, 2007

Approved: \_\_\_\_\_

Mayor

Attest:

Tracie L. Burnett  
City Clerk

Legal in form and valid if  
enacted:

[Signature]  
City Attorney

PROPOSED  
ORDINANCE NO. 11-08

ORDINANCE NO. 17-08

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING CITY OF PENSACOLA ORDINANCE NO. 50-07; REDESIGNATING THE ZONING CLASSIFICATION OF A PORTION OF THE SUBJECT PROPERTY AS CONSERVATION (CO); RESTATING THE LEGAL DESCRIPTION CONTAINED IN SAID ORDINANCE; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.

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

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., proper public hearing was provided and public hearings were held on September 13, 2007, and January 31, 2008, concerning the following proposed zoning classification affecting the property described therein; and

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

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 1 of City of Pensacola Ordinance No. 50-07 is amended and restated to read as follows:

Section 1. (a) Except as provided in subsection (b) of this section, the Zoning Map of the City of Pensacola and all notations, references and information shown thereon as it relates to the following described property in the City of Pensacola, Florida, to-wit:

LOTS 3, 4, 5 AND THE WEST 90 FEET OF LOT 26, BLOCK 201 OF THE MAXENT TRACT, AS PER THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.



AND;

THE WEST 90 FEET OF LOT 11, ALL OF LOTS 12 THROUGH 25 INCLUSIVE, THE EAST 60 FEET OF LOT 26, BLOCK 201, MAXENT TRACT, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; TOGETHER WITH THAT PORTION OF THE WEST 25 FEET OF "H" STREET WHICH ADJOINS LOTS 23 TO 26, AND WHICH ADJOINS THE NORTH 30 FEET OF HILLIARD STREET; AND THAT PORTION OF THE NORTH 30 FEET OF HILLIARD STREET WHICH ADJOINS LOTS 14 TO 23 INCLUSIVE, AND WHICH ADJOINS THE WEST 25 FEET OF "H" STREET.

AND;

LOTS 6 AND 7 AND THE EAST 60 FEET OF LOT 11, BLOCK 201, MAXENT TRACT IN THE City of Pensacola, COUNTY OF ESCAMBIA, FLORIDA.

AND;

LOTS 1 AND 2, BLOCK 201 AND THE ADJOINING WEST ONE-HALF OF VACATED "H" STREET, ORDINANCES NO. 24-40 AND 23-37,

is hereby changed from R-1AA DISTRICT(one and two family residential) to R-2B District (MULTIPLE FAMILY RESIDENTIAL), fully as if all of the said real property had been originally included in City of Pensacola R-2B Zoning District.

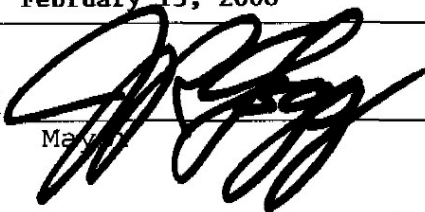
(b) Notwithstanding subsection (a) of this section, the Zoning Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to that portion of the property described in subsection (a) which lies within the coastal high-hazard area as designated, and as redesignated from time to time, in accordance with §163.3178, Florida Statutes, and as presently depicted in the map attached hereto and made a part as Exhibit 1, is hereby amended from the present classification of R-1AA DISTRICT (one and two family residential) to CO (Conservation) zoning district, as fully as if all of the said designated property had been originally included in the City of Pensacola CO (Conservation) zoning district.

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

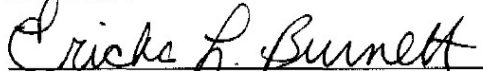
conflict.

SECTION 3. This ordinance shall take effect immediately upon its passage by the City Council.

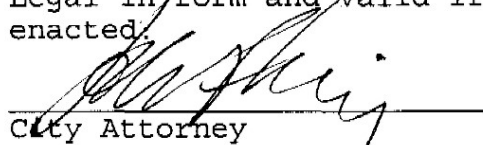
Passed: February 13, 2008

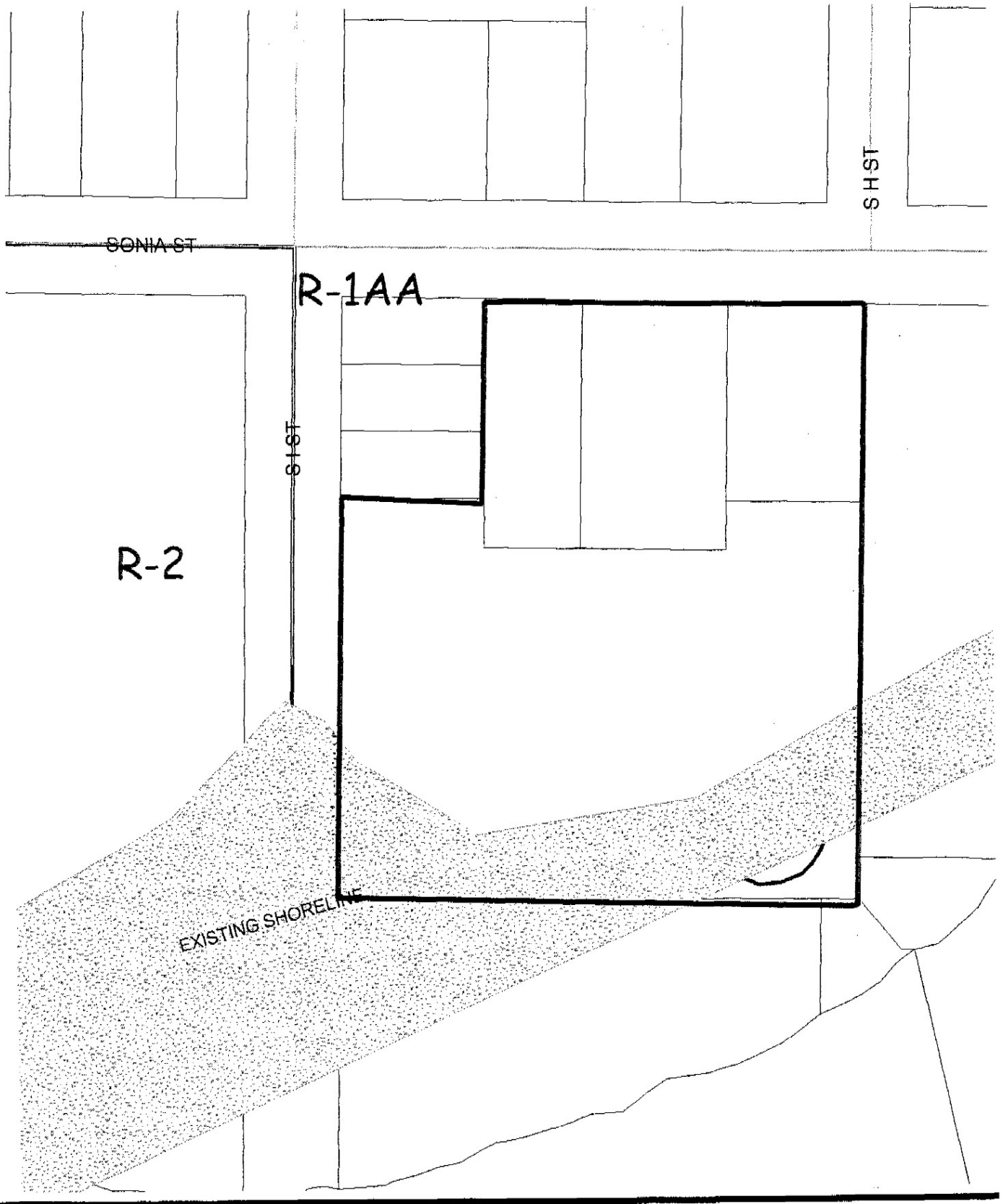
Approved:   
Mayor

Attest:

  
City Clerk

Legal in form and valid if enacted.

  
City Attorney



1 inch equals 82 feet

2.5 ACRES INCLUDING THE COSTAL HIGH HAZARD AREA



COSTAL HIGH HAZARD AREA



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 16-20

City Council

3/26/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 16-20 - VACATION OF RIGHT OF WAY - 400 BLOCK CEVALLOS STREET

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 16-20 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE 400 BLOCK OF CEVALLOS STREET; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City of Pensacola received a request from Brian Spencer, SMP Architecture, for approval of a vacation of right-of-way adjacent to property located in the 400 Block of Cevallos Street. The purpose of the vacation is to restore the alignment of the property boundary with the existing sidewalk along Cevallos Street.

On February 11, 2020, the Planning Board unanimously recommended approval of the request.

**PRIOR ACTION:**

March 12, 2020 - City Council voted to approve Proposed Ordinance No. 16-20 on first reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

2/21/2020

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 16-20
- 2) Vacation of Right of Way Application
- 3) Planning Board Minutes February 11, 2020 Draft

**PRESENTATION:** No



PROPOSED  
ORDINANCE NO. 16-20

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING  
A PORTION OF THE 400 BLOCK OF CEVALLOS  
STREET; IN PENSACOLA, ESCAMBIA COUNTY, STATE  
OF FLORIDA; PROVIDING FOR SEVERABILITY;  
REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE  
DATE.

WHEREAS, a public hearing was held on March 12, 2020,  
as to the vacation of a portion of the 400 Block of Cevallos  
Street right-of-way; Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said right-of-way,  
hereinafter described, will contribute to the general welfare of  
the City of Pensacola in that said right-of-way is no longer  
needed as a public thoroughfare; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described right-of-way  
in Pensacola, Escambia County, Florida is hereby closed,  
discontinued, vacated and forever abandoned by the City of  
Pensacola as a public thoroughfare:

COMMENCING AT THE NORTHEAST CORNER OF LOT 39, BLOCK 8, OLD CITY,  
CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ON  
THE WESTERLY RIGHT-OF-WAY (R/W) LINE OF CEVALLOS STREET (56'  
PUBLIC R/W); THENCE PROCEED SOUTH 11°11'47" EAST ALONG SAID  
WESTERLY R/W LINE FOR A DISTANCE OF 12.95 FEET TO THE POINT OF  
BEGINNING; THENCE CONTINUE LAST COURSE, PROCEED SOUTH 11°11'47"  
EAST ALONG SAID WESTERLY R/W LINE FOR A DISTANCE OF 29.57 FEET  
TO A POINT OF NON-TANGENT CURVATURE OF A CIRCULAR CURVE CONCAVE  
TO THE NORTHWEST HAVING A RADIUS OF 174.93 FEET; THENCE PROCEED  
SOUTHWESTERLY ALONG THE ARC OF SAID CURVED R/W LINE FOR AN ARC  
DISTANCE OF 134.90 FEET (CHORD = 131.58 FEET, CHORD BEARING =  
SOUTH 26°33'25" WEST, DELTA = 44°11'04") TO THE POINT OF  
INTERSECTION OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE  
NORTHWEST HAVING A RADIUS OF 155.00 FEET, SAID POINT BEING ON  
THE NORTHEASTERLY R/W LINE OF THAT PORTION OF FLORIDA DEPARTMENT

OF TRANSPORTATION (FDOT) R/W SHOWN ON FDOT MAP SECTION 48006-2503 DATED 3-12-76; THENCE PROCEED NORTHEASTERLY ALONG SAID R/W LINE FOR AN ARC DISTANCE OF 161.06 FEET (CHORD = 153.92 FEET, CHORD BEARING = NORTH 18°34'16" EAST, DELTA = 59°32'16"); THENCE DEPARTING SAID CURVED R/W LINE, PROCEED NORTH 78°48'10" EAST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 4.15 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 475 SQUARE FEET MORE OR LESS.

SECTION 2. That the owners of the abutting property be, and they are hereby, authorized to acquire possession of the right-of-way more particularly described in Section 1 of this ordinance, and the City of Pensacola does hereby abandon all claim of right, if any it has, in said property, and it shall remain and be the property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself and existing utility providers, their successors and assigns, a full width easement in the entire portion of the right-of-way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

SECTION 4. 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 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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

## VACATION OF ALLEY OR STREET RIGHT OF WAY

Fee: \$2,000.00

Rehearing/Rescheduling Planning Board: \$250.00

Rehearing/Rescheduling City Council: \$500.00



### Applicant Information:

Name: BRIAN SPENCER / SHIP ARCHITECTURE

Address: 405. PALAFOX

Phone: 850-712-2617 Fax: N/A

Email: brian@

ship-arch.com

### Property Information:

Owner Name: ERIC & PEG NICKELSEN

Location/Address: 400 BLOCK / CEVALLOS ST.

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

### Purpose of vacation of city right of way/comments:

CREATE CONSISTENT RELATIONSHIP/CONDITION  
W/ ABUTTING PROPERTY (NORTHERN  
NEIGHBORING PROPERTY) AND TO RESTORE  
ALIGNMENT W/ EXISTING CURVE  
SIDEWALK & ALONG RADIUS/CURVE  
STREET CONDITION.

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

[Signature]

1/21/20  
Date

(Owner of Property or Official Representative of Owner)

### FOR OFFICE USE ONLY

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

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

Case Number: \_\_\_\_\_

Date Postcards mailed: \_\_\_\_\_

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

Recommendation: \_\_\_\_\_

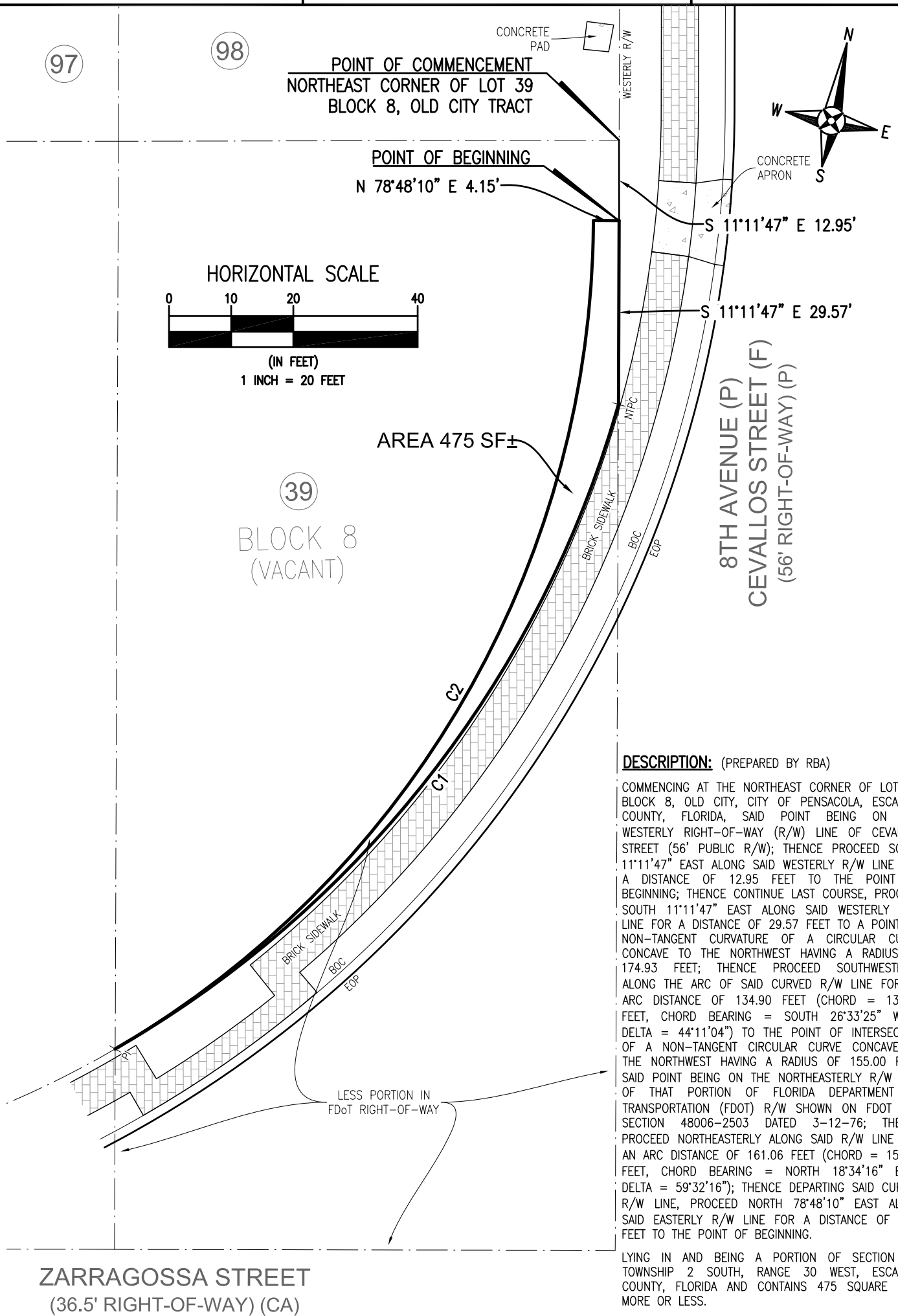
Council Date: \_\_\_\_\_

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



REQUESTED BY: SMP ARCHITECTURE

PROJECT:	2017.196
FIELD SURVEY DATE:	N/A
SECTION:	46
TOWNSHIP:	2 SOUTH
RANGE:	30 WEST
COUNTY:	ESCAMBIA



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA ANGLE	CHORD	CHORD BEARING
C1	134.90'	174.93'	44°11'04"	131.58'	S 26°33'25" W
C2	161.06'	155.00'	59°32'16"	153.92'	N 18°34'16" E

CHECKED BY:	DFS
SCALE:	1" = 20'
F.B. N/A	PG N/A 15
DRAWN BY:	BTH
SHEET:	1 OF 1





**MINUTES OF THE PLANNING BOARD**  
**February 11, 2020**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Vice Chairperson Kurt Larson, Board Member Grundhoefer, Board Member Sampson

**MEMBERS ABSENT:** Board Member Murphy, Board Member Powell, Board Member Wiggins

**STAFF PRESENT:** Assistant Planning Director Cannon, Senior Planner Statler, Transportation Planner-Complete Streets Ziarnek, Network Engineer Johnston, Digital Media Coordinator Rose, Intern Mendillo

**OTHERS PRESENT:** Brian Spencer, Darrell J. Barnhill, Thomas McCarty, Stephen Fluegge, Kacee Bidnick, Anthony Vallee

**AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from January 14, 2020.
- **New Business:**
  1. **Vacation of Right-of-Way Request - Cevallos Street**
  2. **Preliminary Plat Review - Corta de La Rua**
  3. **License To Use Request - 2800 North 12th Avenue**
  4. **Demolition Request – 1101 E. Gregory Street**
  5. **Discussion on the Proposed Amendment to the Tree Ordinance**

**Call to Order / Quorum Present**

Chairperson Ritz called the meeting to order at 2:09 pm with a quorum present and explained the procedures of the Board meeting.

**Approval of Meeting Minutes**

Board Member Larson made a motion to approve the January 14, 2020 minutes, seconded by Board Member Sampson, and it carried unanimously.

## **New Business**

### **Vacation of Right-of-Way Request - Cevallos Street**

Assistant Planning Director Cannon stated a request had been received from Brian Spencer, SMP Architecture, for a vacation of Right-of-Way at the 400 Block of Cevallos Street. She explained the request had been routed through internal and external agencies. Mr. Spencer addressed the Board and stated this would restore the continuity of a property line on Cevallos. Chairperson Ritz explained this was a correction for a scrivener's error. He indicated that the right-of-way belongs to the citizens of the city, and Mr. Spencer was required to submit a request for vacation, and the Board would determine a valid reason for the request. Mr. Spencer advised when he served on Council, he learned the vacation of right-of-way, if approved, would proceed to Council to convey the property through the Board's recommendation. He had no problems with utility easements and had no intention of building in that area. Chairperson Ritz advised that the proper notification had been provided. **With no speakers, Board Member Grundhoefer made a motion to approve, seconded by Board Member Larson, and it carried unanimously.**

### **Preliminary Plat Review - Corta de La Rua**

Clint Geci, Geci & Associates Engineering Inc., is requesting a preliminary site plan approval for Cort de La Rua Subdivision located at 117 E. La Rua Street between N. Guillemard St. and N. Tarragona St. The proposed preliminary site plan consists of five (5) lots all with 60' widths that meet the requirements of the C-3 zoning district and the CRA Urban Overlay District. The proposed development will include 4 townhome lots and one common parcel. Assistant Planning Director Cannon explained this constituted a major subdivision.

Mr. Geci presented to the Board and stated the lot history consisted of three (3) lots. They had met the CRA requirements for fronting on LaRua with rear access to the lots; they had also provided stormwater information and were connecting to an existing stormwater sewer. Chairperson Ritz explained this was a preliminary plat and appreciated the residences being pulled back with garages in the rear. Mr. Geci advised they needed to adjust the lot widths on lots 1 and 4 to attain the 80% lot frontage which was the only comment received that required revisions. Chairperson Ritz stated the request had been routed through the appropriate departments, and the applicants would contact ECUA for future utility requirements.

**Board Member Grundhoefer made a motion to approve, seconded by Board Member Sampson, and it carried unanimously.** Chairperson Ritz clarified that the Board would see the project again.

### **License To Use Request - 2800 North 12th Avenue**

Sharuff, LLC, is requesting approval for a License to Use for additional parking within the right-of-way of 2800 N. 12<sup>th</sup> Avenue. The additional parking is being requested in connection with a proposed new restaurant and includes the relocation of a city sidewalk. Chairperson Ritz explained unlike a right-of-way vacation, the License to Use (LTU) means the property remains in the City's ownership but allows the applicant to use the site as approved; it also comes with an annual fee paid to the City.

Mr. Barnhill presented to the Board and stated they were requesting the same opportunity as other businesses on 12<sup>th</sup> Avenue. Assistant Planning Director Cannon noted they were requesting eight (8) additional parking spaces to meet the LDC minimum requirements of the square footage for the proposed restaurant development. Mr. Barnhill stated they

would comply with the ECUA request to replace the pipe with some other material. He also explained they would not be backing onto 12<sup>th</sup> Avenue, and there were no concerns with using Fisher Street since it was considered a minor street. Mr. Vallee stated the design was custom for this site, and the intention was to engage the corner and maintain a street presence; they did not want a suburban model but a pedestrian friendly, bikeable destination. Chairperson Ritz offered that the citizens had not fully embraced walkability, and other restaurants along 12<sup>th</sup> Avenue have a large amount of automobiles. Board Member Sampson asked if parking became an issue, had they considered an agreement with the neighbors, but Mr. Vallee advised they had the needed spaces with this request. Board member Ritz stated that it was disingenuous of the applicant to say they were not going to use their open space as a seating area. He added that the majority of restaurants in that area utilize their open space with tables and chairs for their patrons.

**Board Member Grundhoefer made a motion to approve, seconded by Board Member Sampson, and it carried unanimously.**

#### **Demolition Request – 1101 E. Gregory Street**

A request has been received from Thomas McLarty, Cross Environmental Services, for the demolition of the improvements located at 1101 E. Gregory Street. The purpose is to allow the continued construction of the Pensacola Bay Bridge project.

This request is being presented for consideration in an abundance of caution with respect to internal procedure. Although this request has not been routed through the various City departments and utility providers, the Florida Department of Transportation has vetted the demolition through the appropriate agencies. The permit application and supporting documents were attached.

Assistant Planning Director Cannon advised this request was required to come before the Planning Board since it was in the Gateway Review District, however, it did not require notification. This building was always in the plan for demolition, and the LDC did not give the Planning Department the latitude for an abbreviated review. Chairperson Ritz clarified that all buildings on this site would be removed.

Mr. McCarty, the demolition contractor, stated everything manmade would come down.

**Board Member Larson made a motion to approve, seconded by Board Member Grundhoefer, and it carried unanimously.**

#### **Discussion on the Proposed Amendment to the Tree Ordinance**

Chairperson Ritz explained this was a discussion item with no vote, and Board Member Murphy was not in attendance; he had nothing to bring into discussion. Assistant Planning Director Cannon pointed out that an arborist was coming to CiviCon at the Rex Theater on Monday, March 30<sup>th</sup>, from 6 to 7:30 p.m. and City staff would be there in full force. Planning Board members could attend but could not speak to each other about Planning Board business so as not to violate the Sunshine law. She also indicated she would send an email to the Board members with a link for registration. She also advised she had not heard of any meetings on the Tree Ordinance. Chairperson Ritz clarified the City did have a tree ordinance in place which was working on a day-to-day basis.

**Open Forum** – Mr. Spencer suggested there was an advantage for the public to have a “real-time” understanding on what these applications actually are and suggested more than a mail notification be considered. He suggested a link for all boards to allow citizens to be more fully informed on all requests. He was concerned that not everyone could

attend the board meetings to get this information. Assistant Planning Director Cannon explained that staff did publish the links to the City website and took phone calls as well as walk-in customers to explain the applications on a one-on-one basis if they could not attend the meetings. Once they had been walked through the process, they felt no need to attend. Mr. Spencer asked if there could be a direct link on the mailers. Staff explained that letters were certified when the item proceeded to Council, but she would check into the possibility of providing a direct link.

**Adjournment** – With no further business, Chairperson Ritz adjourned the meeting at 2:46 pm.

Respectfully Submitted,

Assistant Planning Director Cynthia Cannon  
Secretary to the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00139

City Council

3/26/2020

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### **DISCUSSION ITEM**

**FROM:** City Council Member Sherri Myers

**SUBJECT:**

INSTALLATION OF TRAFFIC CALMING DEVICES PETITION PROCESS

**SUMMARY:**

For a citizen to request / obtain the installation of traffic calming devices, there is a petition process that must be completed.

This item allows Council to discuss the process in general, looking at the cumbersome nature of the process and addressing the \$150 processing fee that must accompany the application.

**PRIOR ACTION:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Traffic Calming Petition
- 2) Traffic Calming Signature Sheet

**PRESENTATION:** No



To Whom It May Concern:

In response to your recent request for information concerning the City of Pensacola's policy on installation of traffic calming devices, enclosed is a copy of the current policy and an official petition form.

As the neighborhood contact person, you are advised to carefully read the policy, requirements, and instructions before moving forward with this petition. Please keep this information packet intact while offering the petition to residents, as each signature indicates that the property owner or lessee has read all instructions and information relating to this petition.

The completed petition should be sent to City of Pensacola, Public Works and Facilities, 2757 North Palafox Street, Pensacola Florida 32501.

If you have any questions concerning the procedures for installation of traffic calming devices please contact Public Works Department at 435-1755.

# **PETITION FOR INSTALLATION OF TRAFFIC CALMING DEVICES**

**Purpose:** To petition the City of Pensacola with regard to the installation of traffic calming devices for the purpose of alleviating speeding on City road.

**ALL PERSONS ARE ENCOURAGED TO CAREFULLY READ THE POLICY AND INFORMATION/INSTRUCTIONS PRIOR TO SIGNING THE PETITION.**

It is a policy of the City of Pensacola that requests for installation of traffic calming devices will be processed by the Public Works and Facilities Department subject to the following conditions:

## **1. Petition Process:**

- a) Receipt of a petition signed by 75% or more of the owners of property, which abut the roadway on which traffic calming devices are requested (application processing fee - **\$150.00**). Lessees of property, which abut the affected roadway, may sign the petition in lieu of the property owner, if the property owner resides outside of Escambia County. A contact person shall be noted on the petition to act as neighborhood coordinator. For intersections where traffic circles are desired, the petition must include signatures from at least 75% of affected property owners along the intersecting side streets. Staff will determine the geographic limits of where property owners may be reasonably impacted.
- b) Limits of the petition area will be determined by one of the following:
  - a. 1000' or greater in each direction of proposed placement
  - b. Other limits – as defined by city staff
- c) The roadway on which traffic calming devices are requested is a paved roadway. Traffic calming devices may be constructed concurrently with a programmed paving project.
- d) The roadway on which traffic calming devices are requested is not functionally classified as a minor arterial, principal arterial, or a collector road. City staff will also determine whether or not “Rural/Local” roads are eligible for traffic calming devices.
- e) The 85<sup>th</sup> percentile speed on the roadway which traffic calming devices are requested must be 6 mph or greater than the speed limit set in accordance with §316.189, Florida Statutes.
- f) Streets with Average Daily Traffic volumes exceeding 5000 vehicles per day may require a special evaluation and justification for approval, giving consideration to other alternative measures, where appropriate.
- g) If City staff determines the area is more suitable for and qualifies for a Community Traffic Management Plan an approach based on the subdivision or area layout, a meeting will be held with the stakeholders (HOA, Neighborhood Watch, etc.) to identify the process and cost. These groups will be asked to contribute to the purchase and implementation of the traffic calming devices.

The City of Pensacola shall respond to all petitions for installation of traffic calming devices within 30 days of their receipt. If the petition does not meet the conditions listed above, the City of Pensacola, or designee, shall so notify the contact person in writing.

If the petition meets the conditions listed above, the City of Pensacola, or designee, shall notify the contact person that the petition is valid and that an investigation will be conducted to determine appropriate traffic calming devices for the roadway on which these devices have been requested. This investigation may include field checks, neighborhood input and/or traffic engineering studies. Upon completion of the investigation, the City of Pensacola, or designee, shall set a meeting with affected property owners to discuss traffic calming and to seek consensus on maintenance of a speed hump, speed table or construction of alternative devices (e.g. median islands, traffic circles, lane narrowing, road blocks, directional diverters, multi-way stops signs).

## **2. Design Criteria:**

Traffic calming devices to be constructed on roadways, which are functionally classified as a “local” road and in a residence district, as defined in §316.003, Florida Statutes, shall be designed for speeds of 15, 20, 25 mph. Engineering staff will determine the appropriate design speed based on the conditions for each roadway that is petitioned.

## **3. Right of Way Acquisition:**

Staff is authorized to acquire right of way, which is required to construct traffic calming devices. The amount of right of way required will be based on the minimum needed to accommodate the specific design for each location as prepared by staff. Traffic calming design and associated right of way needs will be discussed during a meeting with affected property owners. Staff will ask property owners to donate real property for right of way in order to expedite the project. IF property owner(s) refuse to donate property, staff will offer the City of Pensacola approved purchase price for the right of way and advise residents that construction will be delayed at least six to eight months. IF affected property owner(s) refuse the purchase offer, staff is authorized to proceed with condemnation by eminent domain to obtain right of way if approved by the City of Pensacola.

## **Instructions for Completing the Petition:**

1. Only one signature per property is counted.
2. Each signatory must be the registered property owner (**based off the Property Tax Appraiser's information**) or a lessee of the address for which he/she is signing if owner is not in Escambia County.
3. Signatures must be legible and supplemented by the printed name of the signatory and date.
4. If a signatory is not the person currently listed as owner on the tax roll (With the exception of a lessee), an explanation as to the signatory's relationship to the property owner is needed. For example, if said property was inherited, but the tax roll does not reflect this change, an explanation of this would be necessary.
5. A contact person to act as a neighborhood coordinator should be noted on the petition. Please include an address, email, and daytime phone number for this individual.

The official petition form enclosed is the only acceptable form for use as a petition.

If something other than a speed hump or speed tables is desired, use the space below your signature to express in writing what device you prefer (Example: traffic circle, median island, road block)

### **Petitions and Processing Fee to be submitted to:**

City of Pensacola  
Public Works and Facilities Department  
2757 North Palafox Street  
Pensacola, Florida 32501

Further inquiries should be made to the Public Works and Facilities at (850) 435-1755

# Traffic Calming Petition -- City of Pensacola

Location \_\_\_\_\_

Contact/ Neighborhood Coordinator

Phone Number

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Address \_\_\_\_\_

Signature	Name Print	Address
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Signature	Name Print	Address
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[illegible]





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00173

City Council

3/26/2020

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### **DISCUSSION ITEM**

**FROM:** City Council Member Sherri Myers

**SUBJECT:**

COMMUNITY REDEVELOPMENT AGENCY (CRA) - CRA ADMINISTRATOR POSITION

**SUMMARY:**

Within the CRA Administrator Position job description (1051), reference is made to the following:

... "General direction is received from the City Council and the Mayor." And

... "Performs other work as directed by the City Council and the Mayor"

Given that the City Council is referenced twice within the job description, this item seeks to discuss City Council's role regarding the CRA Administrator, as well as what functions are being performed by the Administrator for the City Council.

**PRIOR ACTION:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1) CRA Administrator Job Description (1051)

**PRESENTATION:** No

Job Classification:

**CRA Administrator  
(Community Redevelopment Agency)**

Job Code:

**1051**

**Minimum Preparation for Work:**

- ✓ Graduation from an accredited college or university with a Bachelors Degree in planning, public administration, business administration or related field, and;
- ✓ Three (3) years of experience in public administration or public agency setting to include program development and administration.
- ✓ Master's Degree and one (1) year of experience or an equivalent combination of specifically related education, training, and experience may be substituted.

**Necessary Special Requirements:**

- ✓ Possession of an appropriate driver license for equipment operated and any license, training or certification required by law or regulation to complete assigned tasks.

**Nature of Work:**

This is highly responsible professional administrative work directing the activities of the Community Redevelopment Agency.

An employee in this class is responsible for planning, directing and coordinating the work of professional, technical, and non-professional employees. Work involves the application of professional and administrative knowledge. General direction is received from the City Council and the Mayor. Work is reviewed through periodic conferences and not an evaluation of plans, reports and accomplishments.

**Essential Job Functions:**

- Plans, directs and coordinated the activities of the Community Redevelopment Agency.
- Prepares budget estimates and controls expenditures of the Agency.
- Formulates policies and regulations.
- Coordinates the design of projects; reviews work in progress and upon completion.
- Initiates and promotes Agency activities.
- Supervises professional and non-technical staff.
- Acts as a liaison with Federal, State, local and other agencies.
- Establishes and maintains a wide span of communications encompassing various facets of the community.
- Performs other work as directed by the City Council and the Mayor.

**Knowledge, Skills and Abilities:**

- Knowledge of pertinent principles, practices, methods, materials, tools and equipment applied in the specified field.

## CRA Administrator (continued)

- Knowledge of pertinent Federal, State and local laws and ordinance governing the activities of the operation.
- Knowledge of City procedures, policies, rules and regulations.
- Ability to plan, organize and implement projects.
- Ability to exercise good judgment in evaluating situations and making decisions.
- Ability to communicate effectively, both orally and in writing.
- Ability to do technical research and to write clear and concise reports.
- Ability to establish and maintain effective working relationships with associates and the general public.

*The mental and physical demands and the work environment characteristics described below are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

### **Mental and Physical Requirements:**

While performing the duties of this job, the employee is regularly required to use hands and fingers to hold or feel, reach with hands and arms, walk, talk and hear. The employee is occasionally required to stand, sit, climb, balance, stoop, and crouch. Specific vision abilities include close, distance, color, and peripheral vision, and depth perception.

### **Work Environment:**

The noise level in the work environment is usually moderate. Some jobs may require an employee to be exposed to outside weather conditions, wet and/or humid conditions.

*This description is not intended to be, nor should it be construed as an all-inclusive list of responsibilities, skills or working conditions associated with the position. It is intended to accurately reflect the activities and requirements of the position, but duties may be added, deleted, or modified as necessary. This description does not constitute a written or implied contract of employment.*

Est.: 10/01/09 tkw

Rev: 12/02/2019 rpr