



City of Pensacola

Agenda Conference

Agenda - Final

Tuesday, May 26, 2020, 3:30 PM

Council Chambers, 1st Floor

- Members of the public may attend and participate only via live stream or phone
- To watch the meeting live visit: cityofpensacola.com/428/Live-Meeting-Video
- Citizens may submit an online form here <https://www.cityofpensacola.com/ccinput>

ROLL CALL

PRESENTATION ITEMS

1. [20-00267](#) PRESENTATION FROM GREG STRADER, CEO OF BRACE, WITH UPDATE ON HURRICANE PREPAREDNESS IN LIGHT OF COVID-19
Recommendation: That City Council receive a presentation from Greg Strader providing an update on Hurricane preparedness in light of Covid -19.
Sponsors: Jewel Cannada-Wynn
2. [20-00268](#) PRESENTATION FROM TODD THOMSON, EXECUTIVE DIRECTOR OF THE GREATER PENSACOLA CHAMBER OF COMMERCE, REGARDING AN UPDATE ON THE REOPENING OF BUSINESSES AND UNEMPLOYMENT IMPACTS WITHIN THE CITY/COUNTY
Recommendation: That City Council receive a presentation from Todd Thomson providing an update on the reopening of businesses and unemployment impacts within the city/county.
Sponsors: Sherri Myers
3. [20-00273](#) PRESENTATION REGARDING CENSUS 2020
Recommendation: That City Council receive a presentation from Nisha Barron providing an update on Census 2020.
Sponsors: Jewel Cannada-Wynn

REVIEW OF CONSENT AGENDA ITEMS

4. [20-00223](#) REFERRAL TO ENVIRONMENTAL ADVISORY BOARD (EAB) - REVIEW THE IMPACT OF TREE REMOVALS AND PROVIDE A RECOMMENDATION ON USE OF TREE TRUST FUND FOR REFORESTATION IN CERTAIN AREAS.
- Recommendation:** That the City Council refer to the EAB, seeking review of the impact of tree removals and provide a recommendation on the use of the Tree Trust Fund for reforestation in the areas of the Pensacola International Airport property, 12th and Summit Blvd (the new Sacred Heart Complex) and along Grande Drive.
- Sponsors:** Sherri Myers
- Attachments:** [Airport Tree Removal Map](#)
5. [20-00204](#) AWARD OF CONTRACT TO SITE AND UTILITY, LLC FOR INVITATION TO BID (ITB) #20-035 OSCEOLA GOLF COURSE CART PATHS.
- Recommendation:** That City Council award a contract to Site and Utility, LLC for ITB #20-035 Osceola Golf Course Cart Paths for \$249,308.00, and a 10% contingency of \$24,930.80 for a total amount of \$274,238.80. 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](#)
6. [20-00214](#) AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY FOR EXCHANGE OF SOLID WASTE SERVICES
- Recommendation:** That City Council approve the Amendment to the current Interlocal Agreement between the City of Pensacola and Escambia County for exchange of solid waste services. Further, that City Council authorize the Mayor to execute all documents relating to the interlocal agreement.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Amendment to Interlocal Agreement COP Exchange of Solid Waste](#)
[Interlocal Agreement dated March 5, 2015](#)

7. [20-00266](#) VISIT PENSACOLA INC. LEASE FOR VISITOR INFORMATION CENTER AT WAYSIDE PARK
- Recommendation:* That City Council authorize the Mayor to execute a 15-year lease with Visit Pensacola, Inc., for the Visitor Information Center located at Wayside Park, for its continued use as a Visitor Information Center and to house the administrative offices of Visit Pensacola, Inc..
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Lease Agreement - Visitor Information Center](#)
8. [20-00271](#) PENSACOLA SPORTS ASSOCIATION SECOND AMENDMENT TO LEASE AGREEMENT
- Recommendation:* That City Council approve a second amendment to the lease agreement with the Pensacola Sports Association (PSA) for the property located at 101 West Main Street to extend the lease for a period of three (3) years, terminating on October 31, 2026.
- Sponsors:* Jared Moore
- Attachments:* [PSA 2nd Amended Lease Agreement](#)
9. [20-00227](#) AWARD OF CONTRACT TO J. MILLER CONSTRUCTION, INC. FOR INVITATION TO BID (ITB) #20-044 LEGION FIELD IMPROVEMENTS
- Recommendation:* That City Council award a contract to J. Miller Construction, Inc. for ITB #20-044 Legion Field Improvements base bid for \$452,588.42 and additive alternate #4 for \$74,970.00 for a total contract award amount of \$527,558.42 plus a 10% contingency of \$52,755.84, for a total amount of \$580,314.26. 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](#)
10. [20-00208](#) AIRPORT - PENSACOLA AVIATION CENTER CONSENT TO SUBLEASE TO MEGA T INC
- Recommendation:* That City Council authorize the Mayor to execute written consent allowing Pensacola Aviation Center to sublease portions of its Leased Premises to Mega T Inc., d/b/a Pensacola Air. Further, that City Council authorize the Mayor to take all necessary actions to execute the written consent.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Pensacola Aviation Center Consent To Sublease](#)

11. [20-00263](#) INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY REGARDING A NAME CHANGE OF THE HUMAN RELATIONS COMMISSION
- Recommendation:** That the City Council approve an Interlocal Agreement with Escambia County, Florida regarding a name change of the Human Relations Commission; further that City Council ratify the Mayor's action in executing the Interlocal Agreement.
- Sponsors:** Jewel Cannada-Wynn
- Attachments:** [Human Relations Commission \(HRC\) Interlocal Agreement Dated M](#)
12. [20-00224](#) AWARD OF BID NO. 20-046 PENSACOLA INTERNATIONAL AIRPORT REMAIN-OVERNIGHT (RON) APRON
- Recommendation:** That City Council award Bid No. 20-046, Pensacola International Airport Remain-Overnight Apron, to Independence Excavating, Inc., the lowest and most responsible bidder with a base bid of \$4,911,965.00, bid alternate 1 of \$104,900, plus a 10% contingency in the amount of \$501,686.50 for a total amount of \$5,518,551.50. 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:** [ITB #20-046 Bid Tabulation](#)
[ITB #20-046 Final Vendor List](#)
[ITB #20-046 Contract](#)
13. [20-00228](#) AIRPORT - APPROVAL OF LEASE AGREEMENT WITH AERONAUTICAL RADIO, INC.
- Recommendation:** That City Council authorize the Mayor to execute a five (5) year lease agreement with Aeronautical Radio, Inc. at Pensacola International Airport. Further, that City Council authorize the Mayor to take all necessary actions to execute the lease agreement.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Aeronautical Radio Inc 2020 Lease Agreement at Pensacola Interna](#)
14. [20-00217](#) PENSACOLA INTERNATIONAL AIRPORT - EXTENSION OF PUBLIC PARKING SERVICES MANAGEMENT AGREEMENT
- Recommendation:** That City Council authorize the Mayor to execute Amendment No. 3 with Republic Parking Systems, LLC, to provide for two one-year extensions of the management agreement covering the operation of the public parking facilities at Pensacola International Airport.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Republic Parking Amendment No. 3](#)

15. [20-00275](#) PENSACOLA INTERNATIONAL AIRPORT - CARES ACT GRANT OFFER, GRANT NO. 3-12-0063-045-2020

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of the CARES Act Grant 3-12-0063-045-2020 in the amount of \$11,081,566 to help offset declining revenue at the Pensacola International Airport as a result of the COVID-19 Public Health Emergency. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant.

Sponsors: Grover C. Robinson, IV

Attachments: [Grant Agreement No. 3-12-0063-045-2020](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

16. [20-00269](#) PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE - REPEALING AND REPLACING SECTION 12-4-6 AND AMENDING SECTION 12-14-1- PERTAINING TO TEMPORARY SIGNS

Recommendation: That City Council conduct a public hearing on May 28, 2020, to consider a proposed amendment repealing and replacing Section 12-4-6 and amending 12-14-1 of the Land Development Code pertaining to the regulation of temporary signs.

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance](#)
[Planning Board Minutes May 2018](#)
[Planning Board Workshop Minutes June 2018](#)
[Proposed Ordinance Draft Reviewed by Planning Board](#)

17. [29-20](#) PROPOSED ORDINANCE NO. 29-20 - PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE - REPEALING AND REPLACING SECTION 12-4-6 AND AMENDING SECTION 12-14-1- PERTAINING TO TEMPORARY SIGNS.

Recommendation: That City Council approve Proposed Ordinance No. 29-20 on first reading:

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA, TITLE XII LAND DEVELOPMENT CODE, CHAPTER 12-4 REGULATING SIGNS; REPEALING AND REPLACING SECTION 12-4-6 TEMPORARY SIGNS TO CONFORM TO THE REQUIREMENTS OF LAW AND PROVIDING FOR ENFORCEMENT; AMENDING SECTION 12-14-1 DEFINITIONS ENUMERATED; AMENDING DEFINITION OF TEMPORARY SIGNS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 29-20](#)
[Planning Board Minutes May 2018](#)
[Planning Board Workshop Minutes June 2018](#)
[Proposed Ordinance Draft Reviewed by Planning Board](#)

18. [20-00211](#) PORT - STREAMLINE BOATS OF NW FLORIDA LLC LEASE AGREEMENT

Recommendation: That City Council authorize the Mayor to execute the Lease Agreement with Streamline Boats of NW Florida LLC for a marine manufacturing facility at the Port of Pensacola. Further, that City Council authorize the Mayor to take all actions necessary to execute and administer the Lease Agreement.

Sponsors: Grover C. Robinson, IV

Attachments: [Streamline Lease Deal Points Overview](#)
[Streamline Lease 3.30.20 Final](#)

19. [20-00252](#) EXTENSION OF THE MAYORAL DECLARATION OF STATE OF EMERGENCY

Recommendation: That City Council approve the Mayor's request for an extension of the Declaration of Emergency until July 7, 2020.

Sponsors: Grover C. Robinson, IV

Attachments: [City of Pensacola State of Emergency 20-01](#)
 [Executive Order 20-52](#)
 [Executive Order 20-112](#)
 [Executive Order 20-114](#)

20. [20-00260](#) INTERLOCAL AGREEMENT FOR DOWNTOWN PARKING MANAGEMENT - CITY/DIB

Recommendation: That City Council provide notice to terminate the November 29, 2007, Interlocal Agreement, as amended, between the City of Pensacola and the Pensacola Downtown Improvement Board as well as the November 29, 2007, Interlocal Agreement, as amended, between the Community Redevelopment Agency of the City of Pensacola and the Pensacola Downtown Improvement Board for the management of downtown parking facilities. Further, that City Council confirm the May 26, 2020 decision of the Community Redevelopment Agency to terminate the Interlocal Agreement for parking management entered into between the CRA and the Downtown Improvement Board on November 29, 2007. Further, that City Council authorize the Mayor to take all appropriate measures for the City to resume its responsibility for parking regulation and enforcement.

Sponsors: Grover C. Robinson, IV

Attachments: [Interlocal Agreement between the City of Pensacola and DIB](#)

21. [30-20](#) PROPOSED ORDINANCE NO. 30-20 AMENDING SECTION 14-2-68 OF THE CODE OF THE CITY OF PENSACOLA, CREATING EXEMPTIONS TO THE PROHIBITION ON THE USE OF FIREWORKS FOR CERTAIN DESIGNATED HOLIDAYS..

Recommendation: That City Council approve Proposed Ordinance No. 30-20 on first reading:

AN ORDINANCE AMENDING SECTION 14-2-68 OF THE CODE OF THE CITY OF PENSACOLA, STATE OF FLORIDA, CREATING EXEMPTIONS TO THE PROHIBITION ON THE USE OF FIREWORKS FOR CERTAIN DESIGNATED HOLIDAYS. PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Andy Terhaar

Attachments: [Proposed Ordinance 30-20 - Amending Section 14-2-68 of City Code F.S. 791.08](#)

22. [2020-06](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-06 - 12TH AVENUE AND CROSS STREET HMGP STORMWATER IMPROVEMENT PROJECT-ADDITIONAL HMGP FUNDING

Recommendation: That the City Council adopt Supplemental Budget Resolution No. 2020-06.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2020-06](#)
[Supplemental Budget Explanation No. 2020-06](#)

23. [2020-10](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-10 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT
- Recommendation:* That the City Council adopt Supplemental Budget Resolution No. 2020-10.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Supplemental Budget Resolution No. 2020-10](#)
[Supplemental Budget Explanation No. 2020-10](#)
[Letter of Certification](#)
24. [2020-11](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-11 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT
- Recommendation:* That the City Council adopt Supplemental Budget Resolution No. 2020-11.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Supplemental Budget Resolution No. 2020-11](#)
[Supplemental Budget Explanation No. 2020-11](#)
[Letter of Certification](#)
25. [2020-14](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-14 - CARES ACT ADDITIONAL HOUSING CHOICE VOUCHER (HCV) ADMINISTRATIVE FUNDING
- Recommendation:* That the City Council adopt Supplemental Budget Resolution No. 2020-14.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Supplemental Budget Resolution No. 2020-14](#)
[Supplemental Budget Explanation No. 2020-14](#)

26. [09-20](#) PROPOSED ORDINANCE NO. 09-20 - VACATION OF RIGHT OF WAY -
PENSACOLA INTERNATIONAL AIRPORT PHASE II

Recommendation: That City Council adopt Proposed Ordinance No. 09-20 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING EMILY STREET, BEAUMONT STREET, TULANE AVENUE, AIRLANE DRIVE, AND SHERRILL AVENUE; 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. 09-20](#)
 [Vacation of Right of Way Application](#)
 [Planning Board Minutes March 10, 2020 Draft](#)

27. [19-20](#) PROPOSED ORDINANCE NO. 19-20 - VACATION OF ALLEYWAY -
BLOCK 29, EAST PENSACOLA HEIGHTS

Recommendation: That City Council adopt Proposed Ordinance No. 19-20 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE ALLEYWAY LOCATED IN BLOCK 29, EAST PENSACOLA HEIGHTS, 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. 19-20](#)
 [Vacation of Right of Way Application](#)
 [Planning Board Minutes March 10, 2020 Draft](#)

28. [20-20](#) PROPOSED ORDINANCE NO. 20-20 PROVIDING A DATE CERTAIN FOR DETERMINATION OF A COASTAL HIGH-HAZARD AREA BOUNDARY
- Recommendation:* That City Council adopt Proposed Ordinance No. 20-20 on second 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](#)
29. [21-20](#) PROPOSED ORDINANCE NO. 21-20 PROVIDING A DATE CERTAIN FOR DETERMINATION OF A COASTAL HIGH-HAZARD AREA BOUNDARY
- Recommendation:* That City Council adopt Proposed Ordinance No. 21-20 on second 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](#)

FOR DISCUSSION

30. [20-00139](#) INSTALLATION OF TRAFFIC CALMING DEVICES PETITION PROCESS
- Sponsors:* Sherri Myers
- Attachments:* [Traffic Calming Petition](#)
[Traffic Calming Signature Sheet](#)
[Traffic Calming Device Process Legal Opinion](#)

CONSIDERATION OF ANY ADD-ON ITEMS

READING OF ITEMS FOR COUNCIL AGENDA**COMMUNICATIONS****City Administrator's Communication**

Quarterly Financial Report

31. [20-00250](#) QUARTERLY FINANCIAL REPORT - SIX MONTHS ENDING MARCH 31, 2020 (UNAUDITED) - FINANCE DIRECTOR AMY LOVOY

Sponsors: Grover C. Robinson, IV

Attachments: [Quarterly Fin Rpt Narrative - 2nd quarter - 03-31-2020 - Final 2020 - Financial Report - 2nd qt](#)

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00267

City Council

5/28/2020

PRESENTATION ITEM

FROM: City Council President Jewel Cannada-Wynn

SUBJECT:

PRESENTATION FROM GREG STRADER, CEO OF BRACE, WITH UPDATE ON HURRICANE PREPAREDNESS IN LIGHT OF COVID-19

REQUEST:

That City Council receive a presentation from Greg Strader providing an update on Hurricane preparedness in light of Covid -19.

SUMMARY:

As we enter hurricane season during these alternate times of Covid-19, this presentation provides an update and insight on preparedness during these unprecedented times.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00268

City Council

5/28/2020

PRESENTATION ITEM

FROM: City Council Member Sherri Myers

SUBJECT:

PRESENTATION FROM TODD THOMSON, EXECUTIVE DIRECTOR OF THE GREATER PENSACOLA CHAMBER OF COMMERCE, REGARDING AN UPDATE ON THE REOPENING OF BUSINESSES AND UNEMPLOYMENT IMPACTS WITHIN THE CITY/COUNTY

REQUEST:

That City Council receive a presentation from Todd Thomson providing an update on the reopening of businesses and unemployment impacts within the city/county.

SUMMARY:

The impact of Covid-19 within the City / County is evident. This presentation provides an update from the Executive Director of the Greater Pensacola Chamber of Commerce regarding the reopening of businesses and the unemployment impacts within the city/county.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00273

City Council

5/28/2020

PRESENTATION ITEM

FROM: City Council President Jewel Cannada-Wynn

SUBJECT:

PRESENTATION REGARDING CENSUS 2020

REQUEST:

That City Council receive a presentation from Nisha Barron providing an update on Census 2020.

SUMMARY:

Census 2020 is currently underway, this presentation allows for an update on the response as well as any new initiatives that might be coming forward.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00223

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

REFERRAL TO ENVIRONMENTAL ADVISORY BOARD (EAB) - REVIEW THE IMPACT OF TREE REMOVALS AND PROVIDE A RECOMMENDATION ON USE OF TREE TRUST FUND FOR REFORESTATION IN CERTAIN AREAS.

RECOMMENDATION:

That the City Council refer to the EAB, seeking review of the impact of tree removals and provide a recommendation on the use of the Tree Trust Fund for reforestation in the areas of the Pensacola International Airport property, 12th and Summit Blvd (the new Sacred Heart Complex) and along Grande Drive.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Recently a large number of trees have either been removed, are in the process of removal or are planned to be removed within three (3) areas:

Pensacola International Airport property
The area of 12th & Summit Blvd (location of the new Sacred Heart Complex)
Along Grande Drive

The Sacred Heart property absorbed approximately 8 acres of clear cutting with the loss of approximately 15 acres of lost tree canopy in the area.

This item seeks to have the EAB review the impacts of these tree removals and to provide a recommendation on the use of the Tree Trust Fund for reforestation within these areas.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None for this action

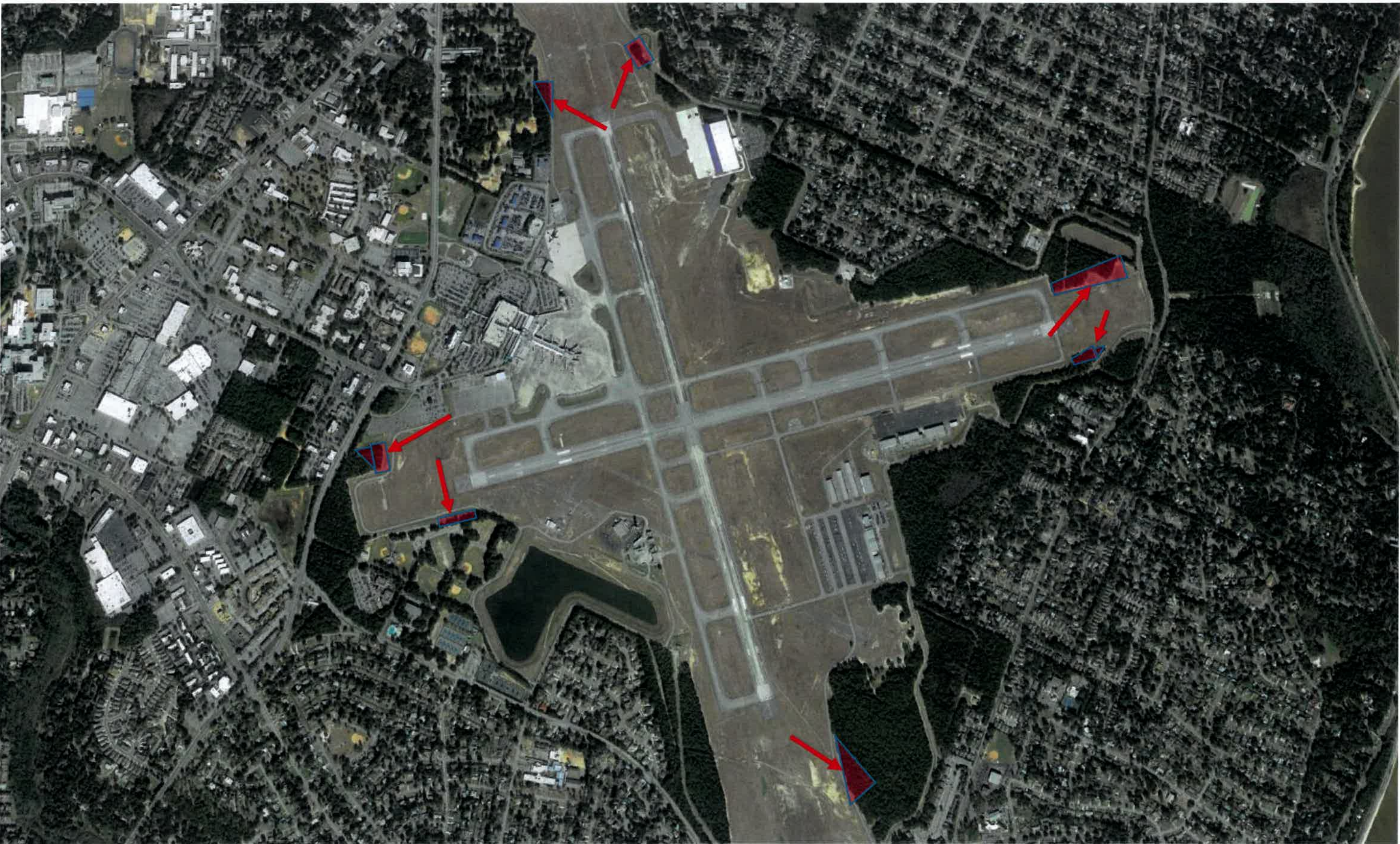
STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Airport Tree Removal Map

PRESENTATION: No





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00204

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT TO SITE AND UTILITY, LLC FOR INVITATION TO BID (ITB) #20-035 OSCEOLA GOLF COURSE CART PATHS.

RECOMMENDATION:

That City Council award a contract to Site and Utility, LLC for ITB #20-035 Osceola Golf Course Cart Paths for \$249,308.00, and a 10% contingency of \$24,930.80 for a total amount of \$274,238.80. 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 February 22, 2020, the City of Pensacola issued an invitation to bid on the Osceola Golf Course cart paths project. The project will include all labor, materials, tools, equipment, and permits to grade, place, and backfill concrete cart paths at various locations around Osceola Golf Course.

Two firms responded to the ITB - Site, and Utility, LLC, and Chavers Construction, Inc. Site and Utility, LLC. was the lowest responsible bidder.

PRIOR ACTION:

None.

FUNDING:

Budget: \$384,078.00 LOST IV - Osceola Golf Course

Actual: \$249,308.00 Bid
24,930.80 10% Contingency
\$274,238.80 Total Estimated Cost of Project

FINANCIAL IMPACT:

Funding in the amount of \$384,078.00 was appropriated in the Fiscal Year 2020 Budget for this project. The project is expected to come in under budget.

CITY ATTORNEY REVIEW: Yes

4/29/2020

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: 20-035

TITLE: OSCEOLA GOLF COURSE CART PATHS

OPENING DATE: March 27, 2020 OPENING TIME: 2:30 P.M.	SITE & UTILITY, LLC	CHAUVERS CONSTRUCTION, INC.
DEPARTMENT: Engineering	Pensacola, FL	Cantonment, FL
Base Bid	\$249,308.00	\$379,000.00
MWBE %	5%	5%

*****;

*****;

Opening Date: 03/27/20

Bid No.: 20-035

FINAL VENDOR REFERENCE LIST
OSCEOLA GOLF COURSE CART PATHS
PARKS & RECREATION

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
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 CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041140	CAMPBELL SAND & GRAVEL	930 CAMPBELL RD	CENTURY	FL	32535	
042045	CHIVERS CONSTRUCTION INC	1795 DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	
071766	CONSTRUCTION MGMT ADVISORS LLC	4547 LASSASSIER	PENSACOLA	FL	32504	
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
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
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
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	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
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	

Opening Date: 03/27/20

Bid No.: 20-035

**FINAL VENDOR REFERENCE LIST
OSCEOLA GOLF COURSE CART PATHS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
001823	NWF CONTRACTORS INC	P O BOX 1718	FORT WALTON BEACH	FL	32549	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
021725	WHITESSELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 65



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00214

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY FOR EXCHANGE OF SOLID WASTE SERVICES

RECOMMENDATION:

That City Council approve the Amendment to the current Interlocal Agreement between the City of Pensacola and Escambia County for exchange of solid waste services. Further, that City Council authorize the Mayor to execute all documents relating to the interlocal agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola entered into an Interlocal Agreement, effective March 5, 2015, with Escambia County to provide for waste services in Escambia County neighborhoods in exchange for the use of Escambia County providing disposal of City yard trash at no cost to the City.

An amendment to the March 5, 2015, Interlocal Agreement has been drafted to include the following changes:

- The City shall continue to provide collection services for up to ten (10) County neighborhood cleanups annually, provided that each cleanup is coordinated between agencies.
- The County cleanup schedule will change from Wednesdays to Fridays during the months of January through October.
- The County cleanup area will change from not to exceed 600 homes to shall not exceed 1200 homes for each cleanup.

PRIOR ACTION:

December 11, 2014 - City Council approved an Interlocal Agreement between the City of Pensacola and Escambia County for exchange of Solid Waste Services.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

5/4/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

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

John Pittman, Sanitation Services/Fleet Management Director

ATTACHMENTS:

- 1) Amendment to Interlocal Agreement COP Exchange of Solid Waste
- 2) Interlocal Agreement dated March 5, 2015

PRESENTATION: No

4/12/2020 CARIS

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF
PENSACOLA AND ESCAMBIA COUNTY, FLORIDA FOR EXCHANGE OF
SOLID WASTE SERVICES

THIS AMENDMENT TO THE AGREEMENT is entered into by and between Escambia County, a political subdivision of the State of Florida, with an administrative address of 221 Palafox Place, Suite 420, Pensacola, FL 32502 (hereinafter referred to as the "County"), and the City of Pensacola, a Florida municipal corporation created and existing under the laws of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, on or about March 5, 2010, the County and City entered into an Interlocal Agreement providing for the exchange of solid waste services (hereinafter referred to as the "Interlocal Agreement"); and

WHEREAS, the County and City find it in the best interest of the public to amend the Interlocal Agreement as provided herein.

NOW THEREFORE, it is mutually agreed that the County and City enter into this Amendment to the Interlocal Agreement subject to the terms and conditions recited below:

1. The foregoing recitals are declared to be true and correct and are incorporated herein by reference.
2. Paragraph 2.1 of the Interlocal Agreement is hereby amended as follows:

The parties agree the City shall provide collection service for up to ten (10) County neighborhood cleanups annually, provided that each cleanup is coordinated between agencies and scheduled on mutually agreeable dates. Generally, these cleanups will be scheduled on Wednesdays Fridays during the months of January through October. The County cleanup area shall not exceed 600 1200 homes for each cleanup. The County neighborhood cleanup waste collected by the City shall be disposed of by the City at the County Perdido landfill at no cost to the City.
3. The parties hereby agree that all other terms and conditions of the Interlocal Agreement shall remain in full force and effect.
4. The Interlocal Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of the Agreement shall be in the County of Escambia.
5. This Amendment to the Interlocal Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the parties, the County shall be responsible for such filing.

[SIGNATURE PAGE TO FOLLOW]

Date: 4/18/2020 Verified By: [Signature]

THE UNITED STATES OF AMERICA
VS.
JOHN EDGAR HOOVER

JOHN EDGAR HOOVER, Defendant,
is charged with the following offenses:
1. That on or about the 1st day of January, 1935,
he did unlawfully and feloniously
commit the crime of kidnapping,
in violation of the laws of the United States,
to-wit: the laws of the United States
relating to the kidnapping of
persons.

VERDICT

The jury finds the defendant guilty of the crime of kidnapping,
in violation of the laws of the United States,
to-wit: the laws of the United States
relating to the kidnapping of
persons.

The jury finds the defendant guilty of the crime of kidnapping,
in violation of the laws of the United States,
to-wit: the laws of the United States
relating to the kidnapping of
persons.

The jury finds the defendant guilty of the crime of kidnapping,
in violation of the laws of the United States,
to-wit: the laws of the United States
relating to the kidnapping of
persons.

The jury finds the defendant guilty of the crime of kidnapping,
in violation of the laws of the United States,
to-wit: the laws of the United States
relating to the kidnapping of
persons.

The jury finds the defendant guilty of the crime of kidnapping,
in violation of the laws of the United States,
to-wit: the laws of the United States
relating to the kidnapping of
persons.

The jury finds the defendant guilty of the crime of kidnapping,
in violation of the laws of the United States,
to-wit: the laws of the United States
relating to the kidnapping of
persons.

The jury finds the defendant guilty of the crime of kidnapping,
in violation of the laws of the United States,
to-wit: the laws of the United States
relating to the kidnapping of
persons.

The jury finds the defendant guilty of the crime of kidnapping,
in violation of the laws of the United States,
to-wit: the laws of the United States
relating to the kidnapping of
persons.

The jury finds the defendant guilty of the crime of kidnapping,
in violation of the laws of the United States,
to-wit: the laws of the United States
relating to the kidnapping of
persons.

The jury finds the defendant guilty of the crime of kidnapping,
in violation of the laws of the United States,
to-wit: the laws of the United States
relating to the kidnapping of
persons.

The jury finds the defendant guilty of the crime of kidnapping,
in violation of the laws of the United States,
to-wit: the laws of the United States
relating to the kidnapping of
persons.

The jury finds the defendant guilty of the crime of kidnapping,
in violation of the laws of the United States,
to-wit: the laws of the United States
relating to the kidnapping of
persons.

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

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

By: [Signature]
Steven Barry, Chairman

Date: 4/8/2020

BCC APPROVED: 4/2/2020

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

By: _____
Grover C. Robinson, IV, Mayor

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk
(SEAL)
THE BOARD OF COUNTY COMMISSIONERS
ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 03-24-2020

ATTEST:

By: _____
City Clerk

3-5-15 CART-5 **INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA
AND ESCAMBIA COUNTY, FLORIDA FOR EXCHANGE OF SOLID
WASTE SERVICES.**

THIS AGREEMENT made and entered into on this 5th day of March
2015, by and between the City of Pensacola, Florida, a municipal corporation organized
under the laws of the State of Florida (hereinafter referred to as "City") with the address
of 222 West Main Street, Pensacola, Florida 32502 and Escambia County, Florida, a
political subdivision of the State of Florida with administrative offices located at 221
South Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County").

WITNESSETH:

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

WHEREAS, the City and County are authorized by Florida Statutes §163.01 et.
seq. to enter into interlocal agreements and thereby cooperatively utilize their powers
and resources to provide solid waste services; and

WHEREAS, the City and County desire to exchange solid waste services in
order to reduce their respective costs and provide essential services in the most cost
effective manner possible.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL
COVENANTS CONTAINED HEREIN AND OF THE MUTUAL BENEFITS AND FOR
OTHER GOOD AND VALUABLE CONSIDERATION, THE CITY AND COUNTY
AGREE AS FOLLOWS:**

ARTICLE 1
Purpose

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

1.2 Purpose. This Agreement provides for a cooperative venture between the City
and County that allows the City to provide neighborhood cleanup collection services in
County neighborhoods for no cost to the County in exchange for the County providing
disposal of City yard trash for no cost to the City.

ARTICLE 2
NEIGHBORHOOD CLEANUPS and YARD TRASH DISPOSAL

2.1 The parties agree the City shall provide collection service for up to ten (10)
County neighborhood cleanups annually, provided that each cleanup is coordinated
between agencies and scheduled on mutually agreeable dates. Generally these

Verified By: *K. McLeod*

Date: *3-9-15*

cleanups will be scheduled on Wednesdays during the months of January through October. The County cleanup area shall not exceed 600 homes for each cleanup. Waste collected by the City during the cleanup shall include yard trash and bulky waste but shall exclude hazardous waste or waste generated as a result of a natural disaster. The County neighborhood cleanup waste collected by the City shall be disposed of by the City at the County Perdido Landfill, at no cost to the City.

2.2 The parties agree, in exchange for the neighborhood cleanup services provided by the City as described in section 2.1, the City may dispose of all yard trash generated within the City limits and collected by the City as part of the City's sanitation collection service at the County Perdido Landfill at no cost to the City. All yard trash delivered to the County Perdido Landfill under this agreement may not contain any non-conforming materials or excluded waste, including, but not limited to, construction and demolition debris, hazardous materials, wastes or substances, toxic substances, wastes or pollutants, contaminants, infectious waste, flammable substances, explosives, medical waste, radioactive waste, sewage, or other special waste that requires special handling or disposal procedures or has the possibility of adversely affecting the facility. County has the right, in its sole discretion, to refuse, or to reject at any time, any non-conforming materials or excluded waste delivered to the County Perdido Landfill.

2.3 This Agreement shall bind the parties upon execution of the Agreement and shall continue for five (5) years, from the date of this Agreement and will automatically renew for additional, successive twelve (12) month periods until terminated by either party.

ARTICLE 3 **GENERAL PROVISIONS**

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

3.2 Termination. The Agreement may be terminated by either party for cause, or for convenience, upon sixty (60) days written notice by the terminating party to the other party of such termination.

3.3 Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

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

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

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

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

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

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

To the County

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

To the City

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

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

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

Approved as to form and legal
sufficiency.

By/Title: [Signature]

Date: 1/28/15

COUNTY:

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

By: [Signature]

Steven Barry, Chairman

Date: 3/5/2015

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved 03-05-2015



CITY:

The City of Pensacola, a Florida Municipal Corporation, acting by and through its duly authorized City Council.

By: [Signature]

Ashton J. Hayward, III, Mayor, or designee,
Richard Barker, Jr., Interim City Administrator
and Chief Financial Officer

Date: _____

ATTEST:

By: [Signature]

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00266

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

VISIT PENSACOLA INC. LEASE FOR VISITOR INFORMATION CENTER AT WAYSIDE PARK

RECOMMENDATION:

That City Council authorize the Mayor to execute a 15-year lease with Visit Pensacola, Inc., for the Visitor Information Center located at Wayside Park, for its continued use as a Visitor Information Center and to house the administrative offices of Visit Pensacola, Inc..

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2000, the City entered into a 20-year lease with the Chamber of Commerce for the then-existing Visitor Information Center at Wayside Park. The Chamber subleased the building to the corporation that was formed by the Chamber to handle area tourism advertising, Visit Pensacola, Inc., and the building was renovated and expanded during the term of the lease. This lease ended without renewal in March 2020, and Visit Pensacola, Inc. has requested that the City enter into a direct lease with it for continued use of the property.

The proposed lease is a nominal one for 15 years, with a provision allowing the City to terminate it at will upon giving one year's advance notice to Visit Pensacola. Visit Pensacola is to be responsible for maintenance, utilities, improvements, insurance and all associated costs of occupancy.

PRIOR ACTION:

March 9, 2000 - City Council unanimously approved lease agreement between the City of Pensacola and the Pensacola Area Chamber of Commerce for a .44 acre site in Wayside Park for the expansion of the Visitor Information Center.

March 21, 2000 - City of Pensacola and the Pensacola Area Chamber of Commerce executed a lease agreement with a 20-year term for the Visitor Information Center building.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

5/15/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

ATTACHMENTS:

- 1) Proposed Lease Agreement - Visitor Information Center

PRESENTATION: No

LEASE AGREEMENT
VISITOR INFORMATION CENTER

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of the _____ day of _____ 2020, by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, FL 32502 (the “City” or “Lessor”) and Visit Pensacola, Inc., (the “Lessee”), a Florida not-for-profit corporation whose principal offices are located at 1401 E. Gregory St., Pensacola FL 32501.

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola known as Wayside Park, inclusive of a portion of said property more particularly described on Exhibit “A” and Exhibit “B” attached hereto and incorporated by reference, inclusive of a building and its permanent improvements thereon known as the Visitor Information Center, having a US Postal address of 1401 E. Gregory Street, Pensacola, Florida 32501 (the “Property”). Lessee intends to use the Property as a Visitor Information Center for the benefit of the general public, and for its administrative offices.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall be for a period of fifteen (15) years commencing on the date and year first above written.

4. RENEWAL

While Lessor is under no obligation to renew this Lease at the end of the lease terms, Lessor shall give favorable consideration to such a renewal taking into consideration Lessee's favorable impact upon the City and any capital expenditures to maintain and improve the property.

5. TERMINATION FOR CONVENIENCE

Lessor may terminate this Lease Agreement for convenience at any time upon providing Lessee with written notice of its intent to terminate the Lease delivered three hundred and sixty-five (365) calendar days in advance of the effective date of termination.

6. LEASE PAYMENTS

Lessee shall pay to the City lease payments of ten dollars (\$10) annually due each year on or before the effective date of this agreement.

7. USE OF PREMISES

The Property shall be used by Lessee solely as a Visitor Information Center, administrative offices for the Lessee, and other uses consistent therewith. No other use of the Property or sublease of the improvements are permissible without the written consent of the Lessor, which consent may be granted or withheld in Lessor's absolute discretion.

8. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

9. CONSTRUCTION OF IMPROVEMENTS

In the event Lessee proposes to make any substantial change in or to the improvements erected on the Property, such changes shall require Lessor's written approval which shall not be unreasonably withheld. Lessor shall furnish written approval or disapproval of such proposed changes within sixty (60) days of submission of said changes by Lessee.

Lessee shall be fully responsible for the cost and development of the Improvements to the Property at Lessee's sole cost and expense, pursuant to the terms and conditions of this Lease Agreement.

10. TITLE TO IMPROVEMENTS

Title to Improvements that shall be placed upon the Property by Lessee shall vest in Lessor upon the completion of the Improvements, and Lessee acknowledges that it shall have no right to remove such fixed or permanent Improvements from the Property.

11. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension hereof, Lessee shall permit the representatives of Lessor access to the Property at all reasonable times deemed necessary for inspection. An inspection shall occur at least once per year by a representative of the City to document improvements and the condition of the property.

12. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- A. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- B. That the Lessee will maintain the exterior appearance (including landscaping) suitable to the area and the Property's uses.
- C. That the Lessee shall maintain the interior of the Property, its plumbing, electrical, HVAC, and roof systems in good working order and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use.
- D. That all utility distribution lines shall be placed underground.
- E. That the Lessee shall be solely responsible for all internal and external maintenance of the structure, all janitorial services required, and landscape maintenance of the Property and its improvements.

13. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

14. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use and have the quiet enjoyment of the Property for its intended use, that Lessor has the right to enter into this Lease, and Lessee's possession will be superior to the assertions of third parties claiming title superior to Lessor (including lien claims).

15. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from any and all claims, suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or about the Property or any part thereof, occasioned wholly or in part by any act or omission of Lessee, its successors and assigns, its agents, contractors, employees, servants, invitees, sublessees, licensees or concessionaires. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of or omission from any policy of insurance.

16. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Exhibit "C" during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Exhibit "C" during the term of this Lease or any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

17. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

“Equal Opportunity Provision”

- A. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor or manager to do likewise.
- B. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. AD VALOREM TAXES AND UTILITIES

Lessee shall pay any and all ad valorem taxes, or other taxes that may be levied against the Property commencing as of the effective date hereof. Lessee shall pay all utilities for the Property.

19. WASTE

Lessee shall maintain the Property in a good, safe and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the Property.

20. DAMAGE

Lessee shall repair, replace and maintain the Property in a good, safe and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the Property. In the event of damage to or destruction of any improvements hereafter constructed on the Property by fire, windstorm, water or any other cause whatsoever, Lessee shall, within a reasonable time, repair or rebuild such structures so as to place the same in as good and tenable condition as they were before the event causing such damage or destruction; failure to do so shall constitute a breach of this Lease.

21. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- A. If Lessee shall desert or vacate the Property;
- B. If default shall be made by Lessee in the payment of the Lease payments as specified in this Lease;
- C. If Lessee shall file a petition of bankruptcy, or make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or take advantage of any insolvency act.
- D. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- E. If Lessee shall fail to comply with any of the statutes, ordinances, rules or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall notify Lessee of any such default and of Lessor's intention to declare this Lease terminated which notice Lessor shall make in writing. Unless Lessee shall have removed or cured the default within ten (10) days if a monetary default or to maintain insurance as required by this Agreement or within thirty (30) days if a nonmonetary default, from the date of Lessor's notice of intention to declare the Lease terminated, this Lease shall come to an end as if the date established by notice from Lessor to Lessee, Lessor's agent or attorney shall have the right, without further notice or demand, to re-enter and remove Lessee and Lessee's property from the Property without being deemed guilty of any trespass.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect. The receipt by Lessor of rent, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

22. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
 c/o City Administrator
 City of Pensacola
 City Hall
 222 West Main Street
 Pensacola, Florida 32502

With copy to: City Attorney
 City of Pensacola
 222 West Main Street
 Pensacola, Florida 32502

Lessee: President
 Visit Pensacola
 1401 E. Gregory Street
 Pensacola, Florida 32502

23. PROVISIONS BINDING

The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, including sublessees, and, their successors, respectively.

24. AMENDMENT

This Lease may not be altered, changed or amended except by an instrument in writing, signed by the parties hereto.

25. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

26. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

27. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee on the subject of this Lease, and all prior to contemporaneous oral or written agreements, or representation of any nature with reference to the subject matter of this Lease are canceled and superseded by the provisions of this Lease.

28. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

29. TIME OF THE ESSENCE

Time is of the essence of each and every provision, covenant and condition of this Lease on the part of Lessor and Lessee to be done and performed.

30. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

31. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

32. ASSIGNMENT

Lessee shall not assign this Lease without prior written approval by Lessor.

33. SUBLETTING

Lessee may sublet portions of the Property upon obtaining prior written approval from Lessor.

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

CITY OF PENSACOLA
A municipal corporation, Lessor

By: _____
Grover C. Robinson, IV
Mayor

Attest:

Ericka L. Burnett, City Clerk

Witnesses:

Signature

Print

Signature

Print

VISIT PENSACOLA, INC.

Attest:

By: _____
President

Secretary

Witnesses:

Signature

Print

Signature

Print

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 the City of Pensacola, a municipal corporation, for and on behalf of the City, and who is personally known to me.

GIVEN under my hand and official seal this _____ day of _____, 2020.

NOTARY PUBLIC

Name

[Type or print Name]
My Commission Expires:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by the President of Visit Pensacola, Inc., a Florida not for profit corporation, for and on behalf of the corporation and who is personally known to me or has produced _____ as identification.

GIVEN under my hand and official seal this _____ day of _____, 2020.

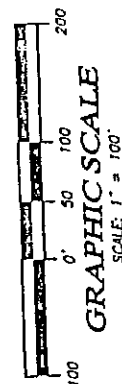
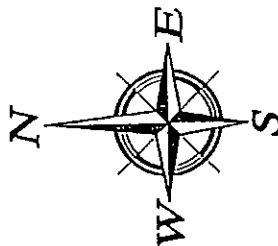
NOTARY PUBLIC

Name

[Type or print Name]
My Commission Expires:

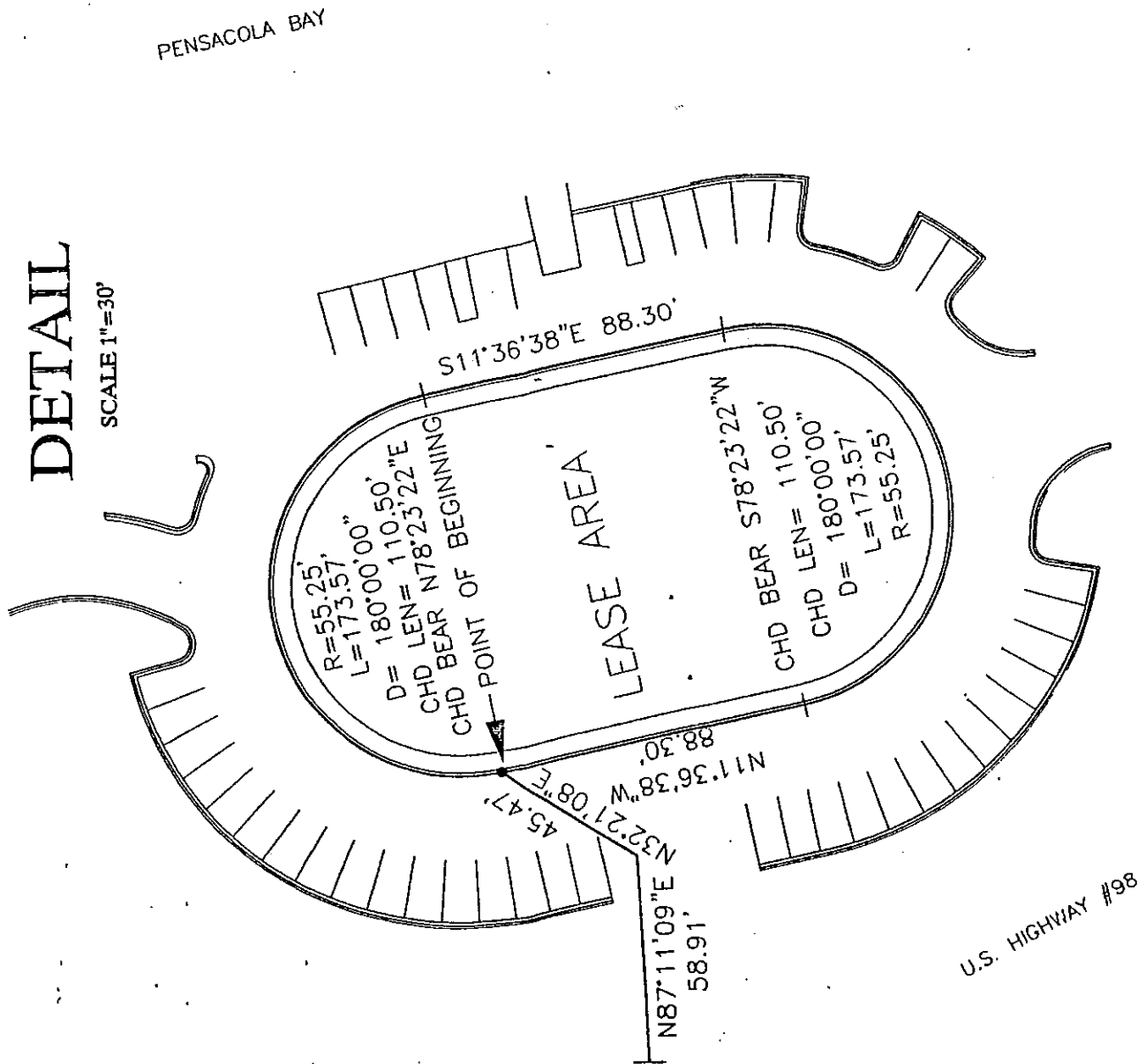
LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF EAST SALAMANCA STREET WITH THE WEST RIGHT OF WAY LINE OF 12TH AVENUE ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, FLORIDA COPYRIGHTED IN 1906 BY THOMAS C. WATSON, AND RUN THENCE SOUTH 00 DEGREES 06 MINUTES 14 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE FOR 99.86 FEET TO A POINT; THENCE DEPARTING SAID RIGHT OF WAY, RUN NORTH 65 DEGREES 40 MINUTES 44 SECONDS EAST FOR 414.33 FEET TO A POINT; THENCE NORTH 88 DEGREES 50 MINUTES 34 SECONDS EAST FOR 1935.23 FEET TO A POINT WITHIN THE PERIMETER OF THE WAYSIDE PARK COMPLEX, BEING LOCATED NEAR THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 98; THENCE NORTH 87 DEGREES 11 MINUTES 09 SECONDS EAST FOR 58.91 FEET TO A POINT; THENCE NORTH 32 DEGREES 21 MINUTES 08 SECONDS EAST FOR 45.47 FEET TO THE POINT OF BEGINNING OF SUBJECT PARCEL, AND BEING A POINT ON THE "OVAL" SHAPED PERIMETER OF THE LEASE AREA TO BE DESCRIBED, AND THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 55.25 FEET; THENCE ALONG SAID CURVED BOUNDARY THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS FOR 173.57 FEET [CHORD LENGTH 110.50 FEET; CHORD BEARING NORTH 78 DEGREES 23 MINUTES 22 SECONDS EAST; THENCE SOUTH 11 DEGREES 36 MINUTES 38 SECONDS EAST FOR 88.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 55.25 FEET; THENCE ALONG SAID CURVED BOUNDARY THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS FOR 173.57 FEET [CHORD LENGTH 110.50 FEET; CHORD BEARING S 78 DEGREES 23 MINUTES 22 SECONDS WEST]; THENCE NORTH 11 DEGREES 36 MINUTES 38 SECONDS WEST 88.30 FEET TO THE POINT OF BEGINNING, CONTAINING 0.44 ACRES.

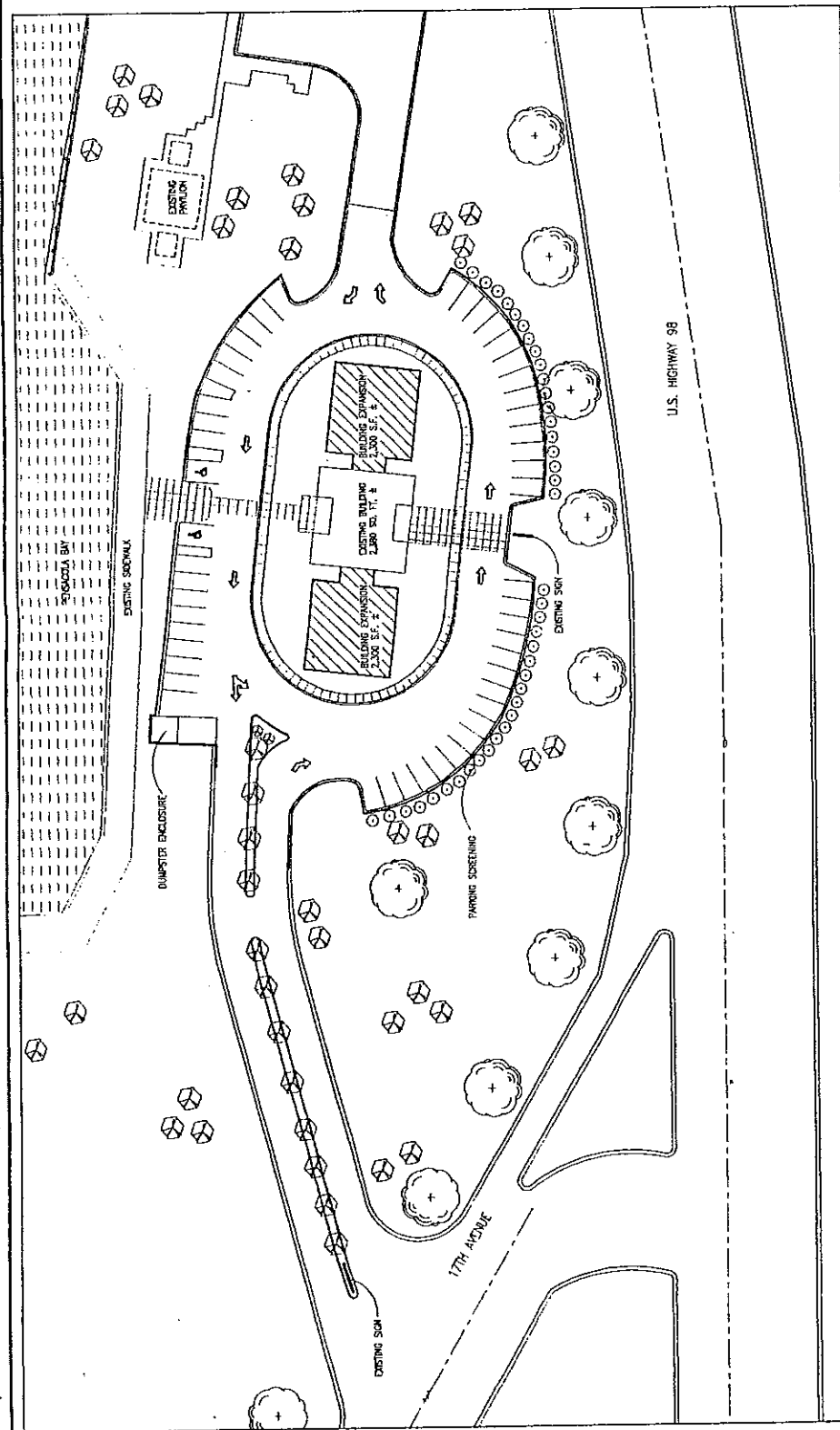


DETAIL

SCALE 1"=30'



U.S. HIGHWAY #98



NORTH

**NEW SITE PLAN**

SCALE: 1" = 60'-0"

ZONING INFORMATION

GRD - GATEWAY REDEVELOPMENT DISTRICT

LEASE INFORMATION

EXISTING LEASE AREA - 35,620 S.F.±

PROPOSED LEASE AREA - 16,200 S.F.±

FLOOD INFORMATION

FLOOD ZONE - VE

ELEVATION - 9'-0"

FEMA ELEVATION CERTIFICATION

EXIST. BLDG. FFE - 9.50 FT.

SIGNAGE INFORMATION

EXISTING SIGNAGE TO REMAIN

PARKING INFORMATION

EXISTING SPACES - 37

PROPOSED SPACES - 48

REQUIRED SPACES, 1 SPACE/300 S.F.

6980 S.F./300 S.F. = 23.3 SPACES

EXTERIOR LIGHTING

SOFFIT LIGHTS IN NEW ADDITIONS

PARKING - 1 FOOTCANDLE AVERAGE

EXHIBIT "C"

Insurance Requirements

Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the Lessor, for the Lessor's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

WORKER'S COMPENSATION

The Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person -accident, **\$100,000** each person - disease, **\$500,000** aggregate - disease.

COMMERCIAL GENERAL, AUTOMOBILE AND UMBRELLA LIABILITY COVERAGES

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The Lessor shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of **\$1,000,000** per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this specific contract, personal injury liability, and broad form property damage liability. The coverage shall be written on occurrence-type basis.

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00271

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Jared Moore

SUBJECT:

PENSACOLA SPORTS ASSOCIATION SECOND AMENDMENT TO LEASE AGREEMENT

RECOMMENDATION:

That City Council approve a second amendment to the lease agreement with the Pensacola Sports Association (PSA) for the property located at 101 West Main Street to extend the lease for a period of three (3) years, terminating on October 31, 2026.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On May 13, 1993, the Community Redevelopment Agency (CRA) approved a 30-year lease agreement with the Pensacola Sports Association (PSA) for the lease of the property located at 101 West Main Street. On July 14, 2003, the CRA approved an amendment to the lease agreement to provide additional parking for the development of the Pensacola Association of Realtors (PAR) office at 107 West Main Street.

The amended agreement authorizes lease of the building and thirteen (13) parking spaces to the PSA, along with a sublease of thirty-two (32) parking spaces to PAR. The agreement terminates on October 31, 2023. Approval of the amendment authorizes a three (3) year extension terminating on October 31, 2026. Beginning November 1, 2023, rent payments would increase, pursuant to a 2% rate escalation, from \$5,940 to \$6,059 per year, plus sales and use taxes, through the amended termination date. In addition, the Lessee would have the right to terminate the lease agreement without penalty with 30 days prior written notice.

PRIOR ACTION:

May 13, 1993 - CRA approved a lease agreement with the Pensacola Sports Association for the lease of the 101 West Main Street parcel.

May 13, 1993 - City Council ratified the CRA's approval of a lease agreement with the Pensacola Sports Association for the lease of the 101 West Main Street parcel.

March 23, 1995 - CRA approved a 12-month extension of the date outlined in Section 4 of the lease 48

agreement for the lease of the 101 West Main Street parcel.

July 14, 2003 - CRA approved an amendment to the lease agreement to provide additional parking for the development of the Pensacola Association of Realtors office located at 107 West Main Street.

April 20, 2020 - CRA approved the second amendment to the lease agreement

FUNDING:

N/A

FINANCIAL IMPACT:

Under the current lease terms, the CRA receives, on an annual basis, rent in an amount totaling \$5,940, plus applicable sales and use taxes. The amendment will increase revenues to \$6,059 per year plus applicable sales and use taxes beginning November 1, 2023, through the termination of the lease.

STAFF CONTACT:

Don Kraher, Council Executive
Kerrith Fiddler, Deputy City Administrator - Community Development
M. Helen Gibson, AICP, CAR Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) PSA 2nd Amended Lease Agreement

PRESENTATION: No

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT is made and entered into this _____ day of _____, 2020, by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA, a public body corporate and politic of the State of Florida, (hereafter, "Lessor") and PENSACOLA SPORTS ASSOCIATION, INC., a Florida not-for-profit corporation doing business as Pensacola Sports (hereafter, "Lessee"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into that certain Lease Agreement dated September 1, 1993 (hereafter referred to as "lease"); and

WHEREAS, the Parties entered into an Amendment to Lease Agreement dated August 1, 2003 (hereafter referred to as "Amendment"); and

WHEREAS, the parties now desire to further amend the agreement for the purpose of extending the term of the agreement and adjusting the rent paid by Lessee to Lessor for the extended term upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is acknowledge and agreed by the Parties, the Parties hereby covenant and agree to amend the Lease as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if fully set forth.
2. Paragraph 2 of the Lease Agreement is amended to read as follows:

"2. TERM. The term of the lease shall commence on September 1, 1993, and terminate on October 31, 2026."

3. Paragraph 3 of the Lease Agreement is amended to read as follows:

"3. RENT. The Lessee shall pay to the Lessor rent in the amount of \$5,940 per year in advance, plus applicable sales and use taxes, until October 31, 2023. Commencing November 1, 2023, through the termination of this Lease Agreement on October 31, 2026, the Lessee shall pay to the Lessor rent in the amount of \$6,059 per year in advance, plus applicable sales and use taxes."

4. The Lessee shall have the right, without penalty, to terminate the Lease Agreement as amended by this Second Amendment and vacate the property upon providing the Lessor with thirty (30) days prior written notice of said termination.

5. The remaining provisions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have executed this instrument on the date first written above.

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA

By: _____
Chair

Attest: _____
Executive Director

PENSACOLA SPORTS ASSOCIATION, INC.,
Doing business as Pensacola Sports

By: _____
President

Attest: _____
Secretary



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00227

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT TO J. MILLER CONSTRUCTION, INC. FOR INVITATION TO BID (ITB) #20-044 LEGION FIELD IMPROVEMENTS

RECOMMENDATION:

That City Council award a contract to J. Miller Construction, Inc. for ITB #20-044 Legion Field Improvements base bid for \$452,588.42 and additive alternate #4 for \$74,970.00 for a total contract award amount of \$527,558.42 plus a 10% contingency of \$52,755.84, for a total amount of \$580,314.26. 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 March 31, 2020, the City of Pensacola issued an invitation to bid on the Legion Field Improvement Project. The project will provide a new T-Ball Field, sidewalks, pavilion, and lighting. The project consists of concrete, earthwork, drainage, field construction, maintenance of traffic, sodding, fencing, landscaping, utilities, and building construction. A press box facility shall be structurally designed, permitted, and built by the Contractor. A licensed registered structural engineer in the State of Florida is required to sign and seal the press box design.

PRIOR ACTION:

None.

FUNDING:

Budget:	\$1,230,000.00	LOST IV - Legion Field Park Improvements
	<u>18,000.00</u>	LOST IV - Park Sidewalk Improvements
	<u>\$1,248,000.00</u>	
Actual:	\$ 452,588.42	Base Bid
	<u>74,970.00</u>	Bid Alternate #4
	<u>52,755.84</u>	10% Contingency

\$ 580,314.26	Subtotal
85,884.00	Design Services
339,522.94	Playgrounds (completed)
18,000.00	Park Sidewalks and curbs (completed)
60,580.42	Park & Field Amenities (installation estimated)
<u>31,039.92</u>	Irrigation (completed)
<u>\$1,115,341.54</u>	Total Estimated Cost of Project

FINANCIAL IMPACT:

Funding in the amount of \$1,248,000.00 has been appropriated in the Local Option Sales Tax Fund for this project.

CITY ATTORNEY REVIEW: Yes

5/15/2020

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: 20-044

TITLE: LEGION FIELD IMPROVEMENTS

OPENING DATE: April 21, 2020	J. MILLER	A. E. NEW,	CHIVERS
OPENING TIME: 2:30 P.M.	CONSTRUCTION, INC.	JR., INC.	CONSTRUCTION, INC.
DEPARTMENT: Parks & Recreation	Pensacola, FL	Pensacola, FL	Cantonment, FL

Base Bid	\$452,588.42	\$502,000.00	\$775,668.00
Additive Alternate 1	\$121,485.00	\$139,000.00	\$228,150.00
Additive Alternate 2	\$98,679.00	\$79,000.00	\$174,785.00
Additive Alternate 3	\$700.00	\$4,200.00	\$5,600.00
Additive Alternate 4	\$74,970.00	\$62,400.00	\$91,650.00
Base Bid Plus Additive Alternate 4	\$527,558.42	\$564,400.00	\$867,318.00
S/M/W/VBE Participation	M/WBE 10%	WBE 8.9%	M/WBE 5.2%

**FINAL VENDOR REFERENCE LIST
LEGION FIELD IMPROVEMENTS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
068571	B&W UTILITIES INC	1610 SUCCESS DRIVE	CANTONMENT	FL	32533	
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	
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
070400	BIG SKY UNDERGROUND LLC	2172 W NINE MILE ROAD	PENSACOLA	FL	32534	
073772	BIGGS CONSTRUCTION COMPANY INC	PO BOX 1552	PENSACOLA	FL	32591	Y
063759	BILL MCBRIDE CONSTRUCTION LLC	320 WEST LLOYD STREET	PENSACOLA	FL	32501	Y
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	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
065158	BOSS LADY CONCRETE CO LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	Y
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
042045	CHAUVERS CONSTRUCTION INC	1795 DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
044571	CHRISTOPHER'S MARINE CONTRACTING	1774 SUNNY OAK STREET	GULF BREEZE	FL	32563	
024722	COASTAL REEF BUILDERS INC	40 AUDUSSON AVENUE	PENSACOLA	FL	32507	Y
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	
071766	CONSTRUCTION MGMT ADVISORS LLC	4547 LASSASSIER	PENSACOLA	FL	32504	
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
066983	DEMOLITION PROS LLC	366-B AIRPORT BLVD	PENSACOLA	FL	32503	Y
062631	DOMINGUEZ DESIGN BUILD INC	4340 DEVEREUX DRIVE	PENSACOLA	FL	32504	Y
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
74355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
074076	GRAY SERVICE PAVERS CO INC	8121 LILLIAN HWY LOT 90	PENSACOLA	FL	32506	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
063457	GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
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
74827	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	

**FINAL VENDOR REFERENCE LIST
LEGION FIELD IMPROVEMENTS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503	Y
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
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	
002026	JACK MOORE & CO INC	P O BOX 37010	PENSACOLA	FL	32526	
034691	JOHNSON SEPTIC TANK	10050 SOUTH HWY 97-A	WALNUT HILL	FL	32568	Y
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
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	Y
039164	LOFTIS MARINE DIVISION INC	7150 CLEARWOOD ROAD	PENSACOLA	FL	32526	Y
058801	M & H CONSTRUCTION SVCS INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
062549	MCCORMICK, FRANK DBA MCCORMICK CONST & MGMT LLC	1153 LIONSGATE LANE	GULF BREEZE	FL	32563	
035623	MCCOY, MARCUS DBA MAVERICK DEMOLITION & LAND CLEARING	2355 SUMMIT BLVD	PENSACOLA	FL	32503	
070661	MCDELT, LLC	4675 BALMORAL DRIVE	PENSACOLA	FL	32504	Y
073522	MOORE BETTER CONTRACTORS INC	1721 EAST CERVANTES STREET	PENSACOLA	FL	32501	Y
045203	MOORE, STEVEN T DBA MC GROUP LLC	605-A EAST GOVERNMENT STREET	PENSACOLA	FL	32502	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
058953	PARSCO LLC	700 N DEVILLIERS STREET	PENSACOLA	FL	32501	Y
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	
070765	PEN GULF INC	PO BOX 12916	PENSACOLA	FL	32591	Y
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	
60344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
067916	PENSACOLA MARINE CONSTRUCTION INC	2207 LIBERTY LOOP ROAD	CANTONMENT	FL	32533	Y
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
066152	PRINCIPLE PROPERTIES INC	3773 HIGHWAY 87 S	NAVARRE BEACH	FL	32566	Y
068488	PRO CONSTRUCTION LLC DBA COMPLETE DKI	511 WYNNEHURST STREET	PENSACOLA	FL	32503	Y
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	
021834	R & L PRODUCTS INC	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
052760	REED, HEATHER DBA ECOLOGICAL CONSULTING SERVICES INC	38 S BLUE ANGEL PKWY #346	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
057937	ROPER & ROPER GENERAL CONTRACTORS LLC	5042 SKYLARK COURT	PENSACOLA	FL	32505	
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y

**FINAL VENDOR REFERENCE LIST
LEGION FIELD IMPROVEMENTS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
024992	SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
068159	SOUTHERN DRILL SUPPLY INC	1822 BLACKBIRD LANE	PENSACOLA	FL	32534	
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
057076	SUNRISE CONTRACTING SERVICES INC	1509 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	Y
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
033977	THOMPSON TRACTOR	2650 W NINE MILE RD	PENSACOLA	FL	32503	
062939	THREE TRADE CONSULTANTS	5690 JEFF ATEES RD	MILTON	FL	32583	Y
069066	UNDERGROUND SOLUTIONS LLC	3070 GODWIN LN	PENSACOLA	FL	32526	Y
033913	UNITY ENTERPRISES INC	506 W BELMONT STREET	PENSACOLA	FL	32501	
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
027461	VISION CONSTRUCTION ENT INC	P O BOX 9604	PENSACOLA	FL	32513	Y
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
047084	WADDELL HOMES INC	5876 NORTH BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
021725	WHITESSELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 112



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00208

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AIRPORT - PENSACOLA AVIATION CENTER CONSENT TO SUBLEASE TO MEGA T INC

RECOMMENDATION:

That City Council authorize the Mayor to execute written consent allowing Pensacola Aviation Center to sublease portions of its Leased Premises to Mega T Inc., d/b/a Pensacola Air. Further, that City Council authorize the Mayor to take all necessary actions to execute the written consent.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola Aviation Center, LLC (PAC) leases 743,387 square feet of land for offices, hangar, and automobile and aircraft parking in order to provide full service fixed based operations (FBO) at the Pensacola International Airport. PAC has provided FBO services at the Airport since April 1977, with their current agreement executed in December 1997.

In July 2016, PAC purchased the Lease Agreement of AEROSE LLC, operating under the name Innisfree Jet Center. The Assignment and Assumption of Lease with Consents was executed on August 2, 2016.

On April 15, 2020, PAC notified the Airport that it wished to sublease hangar and office space at the Innisfree Jet Center to Mega T Inc., d/b/a Pensacola Air in order to provide commercial aeronautical services/activities described as Flight Training and Aircraft Rental. Space had previously been subleased to Aero Capital USA, LLC, for an Air Charter business.

As provided in Article XXXIII of the Lease Agreement with the City as modified in Amendment No. 2 of the lease, PAC may not sublease all or any portion of the Leased Premises or all or any portion of the improvements thereon, without first obtaining the written consent of the City. The Consent By Lessor Document provides the required written consent without granting rights not contained in the original lease as amended. A separate Operating Permit between the City and Mega T, Inc. will be executed in order to provide the financial and operational framework for Mega T, Inc. to provide services at the Airport.

PRIOR ACTION:

58

August 21, 1997 - City Council approved the 30-year lease with Pensacola Aviation Center, LLC.

July 14, 2016 - City Council approved Assignment and Assumption of Lease Agreement to provide for the assignment of the Aerose Lease and Operating Agreement to Pensacola Aviation Center, LLC.

March 8, 2018 - City Council approved sublease to Aero Capital USA, LLC.

FUNDING:

N/A

FINANCIAL IMPACT:

Pensacola Aviation Center, LLC, will continue monthly lease payments to the Airport for the duration of its original lease.

CITY ATTORNEY REVIEW: Yes

5/7/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

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

Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Pensacola Aviation Center Consent to Sublease

PRESENTATION: No

CONSENT BY LESSOR

THE CITY OF PENSACOLA, as lessor in the lease agreement between the City of Pensacola and Pensacola Aviation Center, LLC (f/k/a Aerose LLC) dated July 29, 2004 and Amendment No. 2 dated November 29, 2012, does hereby consent to the foregoing sublease agreement between Pensacola Aviation Center, LLC (f/k/a Aerose LLC) and Mega T Inc., d/b/a Pensacola Air.

This Consent is given to solely satisfy any consent requirement contained in the original lease as amended to date, and shall in no way be construed as granting rights not contained in the original lease as amended, or enlarging, altering, modifying or amending those rights contained in the original lease as amended to date. Pursuant to Article XXXIII of the 2004 Lease Agreement and the 2012 Amendment No. 2, this Consent is contingent upon and shall take effect upon the suboperator executing an Operating Permit for Commercial Aeronautical Services in a form satisfactory to the City of Pensacola.

Executed this _____ day of _____, 20____.

ATTEST:

**City of Pensacola, Florida, a
Municipal Corporation**

By: _____
Ericka Burnett
City Clerk

By: _____
Grover C. Robinson, IV
Mayor

Approved as to Content:

Legal as Drawn:

Airport Director

City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00263

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jewel Cannada-Wynn

SUBJECT:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY REGARDING A NAME CHANGE OF THE HUMAN RELATIONS COMMISSION

RECOMMENDATION:

That the City Council approve an Interlocal Agreement with Escambia County, Florida regarding a name change of the Human Relations Commission; further that City Council ratify the Mayor's action in executing the Interlocal Agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pursuant to the authority granted in § 163.01, Florida Statutes, Escambia County, Florida, and the City of Pensacola previously entered into an Interlocal Agreement creating the Escambia-Pensacola Human Relations Commission to serve both the incorporated and unincorporated area of Escambia County, including the City of Pensacola. The last Interlocal Agreement approved was in 2005.

It was determined that it was in the best interest of the citizens of Pensacola and Escambia County to terminate the Interlocal Agreement that has been in effect and reestablish the Human Relations Commission for the purpose of continuing to provide the community with local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations within Pensacola and Escambia County.

On March 7, 2019, the Escambia Board of County Commissioners passed an Ordinance reestablishing the Human Relations Commission.

On May 30, 2019 the Pensacola City Council approved entering into an Interlocal Agreement regarding the reestablishment of the Human Relations Commission.

On March 5, 2020, the Escambia Board of County Commissioners approved amending the Interlocal Agreement to allow for a name change to the Human Relations Commission.

Within the May 30, 2019 Interlocal Agreement, the Human Relations Commission was renamed the Escambia County Human Relations Commission (ECHRC); in light of the partnership with the City of 61

Pensacola and Escambia County, the ECHRC will do business as the Escambia Pensacola Human Relations Commission.

PRIOR ACTION:

1974 - Escambia - Pensacola Human Relations Commission Established

September 15, 2005 --- The current Interlocal Agreement between the City of Pensacola and Escambia County regarding the Human Relations Commission was signed.

March 7, 2019 - The Escambia County Board of County Commissioners passed an Ordinance at a public hearing reestablishing the HRC.

March 28, 2019 - The City Council approved the termination of the current Interlocal Agreement.

May 30, 2019 - City Council approved entering into an Interlocal Agreement reestablishing the Human Relations Commission.

March 5, 2020 - The Escambia County Board of County Commissioners approved an amendment to the Human Relations Commission Interlocal Agreement allowing for a name change.

March 17, 2020 - Interlocal Agreement was signed and executed by the Mayor.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Human Relations Commission (HRC) Interlocal Agreement Dated March 5, 2020

PRESENTATION: No

3/5/2020 CAT I-2

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN ESCAMBIA
COUNTY AND THE CITY OF PENSACOLA RELATING TO THE FUNDING OF
THE ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION FOR THE
PURPOSE OF AMENDING THE NAME OF THE COMMISSION**

THIS AMENDMENT TO THE AGREEMENT is entered into by and between the County of Escambia, a political subdivision of the State of Florida with an administrative address of P.O. Box 1591, Pensacola, Florida, 32597-1591, its successors and assigns (hereinafter referred to as the "County"), acting through its Board of County Commissioners, and the City of Pensacola, a Florida municipal corporation created and existing under the laws of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, on or about April 22, 2019, the County and City entered into an Interlocal Agreement to establish the parties' funding responsibilities for the operation of the Escambia-Pensacola Human Relations Commission (hereinafter referred to as the "Interlocal Agreement"); and

WHEREAS, the Escambia-Pensacola Human Relations Commission (EPHRC) was renamed the Escambia County Human Relations Commission (ECHRC); and

WHEREAS, the County and City agree that the County shall take the necessary steps to file a fictitious name company so that the ECHRC will do business as the Escambia Pensacola Human Relations Commission; and

WHEREAS, the County and City find it in the best interest of the public to amend the Interlocal Agreement as provided herein.

NOW THEREFORE, it is mutually agreed that the County and City enter into this Amendment to the Interlocal Agreement subject to the terms and conditions recited below:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
2. That the Interlocal Agreement is hereby amended to reflect the name of the Commission that is the subject of this Interlocal Agreement and for which the parties have established their respective funding responsibilities is now the Escambia County Human Relations Commission (ECHRC). All references in the Interlocal Agreement to the Escambia-Pensacola Human Relations Commission (EPHRC) shall mean the Escambia County Human Relations Commission (ECHRC), which intends to register a fictitious name company in order to do business as "Escambia Pensacola Human Relations Commission".
3. The parties hereby agree that all other terms and conditions of the Interlocal Agreement shall remain in full force and effect.
4. The Interlocal Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of the Agreement shall be in the County of Escambia.

Date: 3/12/2020 Verified By: K. Kisher

5. That this Amendment to the Interlocal Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the parties, the County shall be responsible for such filing.

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

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

By: [Signature]
Steven Barry, Chairman

Date: 3/12/2020

BCC APPROVED: 3/5/2020

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

By: [Signature]
Grover C. Robinson, IV, Mayor

Date: 3/17/2020

ATTEST: Pam Childers
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.

By/Title Kristin D. Hual, SACA

Date 02-26-2020

ATTEST:

By: [Signature]
City Clerk
ASST.

APPROVED AS TO FORM AND EXECUTION

By: [Signature]
City Attorney

Dated: 3-16-20



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00224

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF BID NO. 20-046 PENSACOLA INTERNATIONAL AIRPORT REMAIN-OVERNIGHT (RON) APRON

RECOMMENDATION:

That City Council award Bid No. 20-046, Pensacola International Airport Remain-Overnight Apron, to Independence Excavating, Inc., the lowest and most responsible bidder with a base bid of \$4,911,965.00, bid alternate 1 of \$104,900, plus a 10% contingency in the amount of \$501,686.50 for a total amount of \$5,518,551.50. 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:

As part of the process for the development of the Master Plan Update for Pensacola International Airport, the consultant, RS&H, Inc., was required to evaluate existing infrastructure, and determine needs to meet projected growth. One area reviewed was the availability of apron parking areas for air carrier aircraft. Pensacola International Airport presently has ten gates on the terminal concourse and several parking positions on an adjacent ramp area.

To meet demand levels and provide adequate parking for air carrier aircraft, the Airport needs to reconstruct a portion of the apron area just west of the air carrier ramp. This area was identified in the Master Plan Update for expanded air carrier parking. The area has been used for helicopter operations since approximately 2002. Helicopter operations would be relocated to an area closer to the general aviation facilities on the southeast quadrant of the facility, and the ramp reconstructed to handle air carrier aircraft.

The design portion of the project was awarded to RS&H under Work Order 3. RS&H evaluated the area to determine the appropriate reconstruction methods, evaluated aircraft parking configurations, and prepared construction plans based on the Federal Aviation Administration's requirements for airfield development.

Bid No. 20-046 for the work was advertised on March 24, 2020. Three bids were received and subsequently reviewed by RS&H as the engineering firm.

65

Upon review of the bids, Staff would propose a deductive change order at project kickoff to omit certain elements, with a corresponding reduction in cost of approximately \$522,800.

An application for the use of FAA grant funds will be submitted for this project. A notice-to-proceed for the work will not be issued until the award and execution of this grant.

PRIOR ACTION:

N/A

FUNDING:

Budget:	\$ 3,600,000.00	FAA Airport Improvement Program Funding
	<u>600,000.00</u>	Airport Capital Program Funding
	<u>\$ 5,200,000.00</u>	Total
Actual:	\$ 4,911,965.00	Base Bid
	104,900.00	Bid Alternate #1
	<u>501,686.50</u>	10% Contingency
	<u>5,518,551.50</u>	Sub-Total
	<u>(522,800.00)</u>	Proposed Deductive Change Order
	<u>\$ 4,995,751.50</u>	Total

FINANCIAL IMPACT:

Funds were appropriated in the Airport's FY 2020 Capital Improvement Program and Federal Aviation Administration (FAA) Airport Improvement Program Funding for the construction of the remain-overnight apron.

CITY ATTORNEY REVIEW: Yes

5/11/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) ITB #20-046 Bid Tabulation
- 2) ITB #20-046 Final Vendor List
- 3) ITB #20-046 Contract

PRESENTATION: No

TABULATION OF BIDS

BID NO: 20-046
TITLE: SOUTHWEST RON APRON

OPENING DATE: April 22, 2020 OPENING TIME: 2:30 P.M. DEPARTMENT: Airport	INDEPENDENCE EXCAVATING, INC. Independence, OH	SUPERIOR CONSTRUCTION CO. SOUTHEAST, LLC Jacksonville, FL	GDB US CONSTRUCTORS, INC. Atmore, AL
--	---	--	---

Schedule A - Helipad Construction	\$1,034,190.00	\$1,202,844.50	\$2,374,680.00
Schedule B - Southwest RON	\$3,877,775.00	\$4,628,005.00	\$9,474,840.00
Total Base Bid	\$4,911,965.00	\$5,830,849.50	\$11,849,520.00
Alternate 1 - Helipad Access Road	\$104,900.00	\$115,000.00	\$149,000.00

Opening Date: 04/22/20

Bid No.: 20-046

FINAL VENDOR REFERENCE LIST
SOUTHWEST RON APRON
AIRPORT

Vendor	Name	Address	City	St	Zip Code	SMWBE
078879	A G PELTZ GROUP LLC	2608 COMMERCE BOULEVARD	IRONDALE	AL	35210	
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	
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534	Y
027092	CHAMPION CONTRACTORS INC	505 NORTH FERDON BLVD	CRESTVIEW	FL	32536	
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	
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	Y
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	Y
078877	GDB US CONSTRUCTORS INC	1808 S MAIN STREET	ATMORE	AL	36502	
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	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	
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	
078876	INDEPENDENCE EXCAVATING INC	5720 SCHAAF ROAD	INDEPENDENCE	OH	44131	
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	
088161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	
053467	MIDSOUTH PAVING INC	PO BOX 385025	BIRMINGHAM	AL	35283	
038713	MOODY'S ELECTRIC INC	40150 STATE HIGHWAY 59	BAY MINETTE	AL	36507	
001823	NWF CONTRACTORS INC	P O BOX 1718	FORT WALTON	FL	32549	
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505	
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	

Opening Date: 04/22/20

Bid No.: 20-046

FINAL VENDOR REFERENCE LIST
SOUTHWEST RON APRON
AIRPORT

Vendor	Name	Address	City	St	Zip Code	SMWBE
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
030951	PAV'R CONSTRUCTION INC	P O BOX 1293	GULF BREEZE	FL	32562	
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591	
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563	Y
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
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	Y
078878	SUPERIOR CONSTRUCTION CO SE LLC	7072 BUSINESS PARK BLVD N	JACKSONVILLE	FL	32256	
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	
062939	THREE TRADE CONSULTANTS	5690 JEFF ATEES RD	MILTON	FL	32583	
032732	WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514	
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534	Y

Vendors: 51

**CONTRACT FOR INVITATION TO BID #20-046
BETWEEN CITY OF PENSACOLA AND
INDEPENDENCE EXCAVATING, INC.**

THIS CONTRACT ("Contract") is made this ____ day of _____, 2020, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and Independence Excavating, Inc., ("Contractor"), a corporation authorized to do business in Florida, located at 5720 E. Schaff Road, Independence, Ohio 44131, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City opened an Invitation to Bid #20-046, on April 22, 2020 ("Invitation to Bid"), as described in Specifications for Southwest Remain-Overnight (RON) Apron, Bid #20-046 ("Specifications"), as modified by any addendum to the Specifications ("Addenda"), as attached hereto as Exhibit A and incorporated herein by this reference (the Invitation to Bid, Specifications and Addenda collectively referred to hereinafter as the "Bid Documents"); and

WHEREAS, in response to the Bid Documents, the Contractor submitted to the City a Bid Proposal, dated April 21, 2020, ("Proposal") attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the agreement for the Invitation to Bid to the Contractor; and

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

WHEREAS, the Parties desire to enter into this Contract;

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

Section 1. Recitals.

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

Section 2. Contractor's Obligations.

The Contractor shall perform all work and services described in, and in accordance with,

the Contracting Documents. The Contractor warrants that all equipment, materials and workmanship furnished whether furnished by Contractor or its sub-suppliers, will comply with the Contracting Documents and any City specifications, drawings and other descriptions supplied or adopted, and will be new, fit and sufficient for the purpose for which they are intended, of good materials, design and workmanship and free from defects or failure. The City, or its duly authorized representative, shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of this Contract, specifically including but not limited to the Federal Aviation Administration regulations governing City contracts, especially those stated herein. The Contractor is responsible for and shall indemnify City against all damage or loss caused by fire, theft or otherwise, to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Payment.

The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the amount of Five million, sixteen thousand, eight hundred sixty-five dollars and zero cents (\$5,016,865.00) to be paid by the City in accordance with the Contracting Documents upon the complete performance by Contractor, or based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contracting Documents, and such payment in accordance with the Florida Prompt Payment Act. The Contractor agrees to pay to the City any difference between the sum to which the Contractor would be entitled herein upon the completion of the work and services in the Contracting Documents, and the sum to which the City may be obliged to pay for the completion of performance by the Contractor or other party, and any damage, direct or indirect, or consequential, which may be sustained on account of Contractor's acts or omissions in the performance of this Contract.

Section 4. Bond.

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

Section 5. Performance Schedule.

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

Section 6. Necessary Approvals.

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

Section 7. Mandatory FAA Provisions Compliance by Contractor.

Notwithstanding any term to the contrary herein, as a material term of this Contract, Contractor shall also comply with the Federal Aviation Administration's Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors, including but not limited to the following:

A. Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

B. Buy American Preference

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

Contractor must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

C. General Civil Rights Provisions

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

D. Title VI Civil Rights Provisions

Solicitation Notice

The City of Pensacola, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contracts

Title VI clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or

refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

E. Disadvantaged Business Enterprise

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from City of Pensacola. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Pensacola. This clause applies to both DBE and non-DBE subcontractors.

F. Energy Conservation Requirements

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

G. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

H. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and

their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

I. Trade Restriction Certification

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Contractor must provide immediate written notice to the Owner if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

J. Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

K. Copeland "Anti-Kickback" Act

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

L. Davis-Bacon Requirements

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if

the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work

actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage

determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include

disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

M. Distracted Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

N. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 1.0%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the City of Pensacola, Escambia County, Florida.

O. Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and

that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every

subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The

contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel

and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to

Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

P. Prohibition of Segregated Facilities

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are

segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

Q. Procurement of Recovered Materials

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

R. Termination of Contract

Termination for Convenience (Construction & Equipment Contracts)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

S. Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

T. Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

U. Contract Workhours and Safety Standards Act Requirements

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

V. Certification Regarding Lobbying

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

W. Breach of Contract Terms

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [Contractor | Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor | Consultant] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [Contractor | Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Contractor | Consultant] fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

X. Clean Air and Water Pollution Control

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Section 8. No Waiver.

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

Section 9. Governing Law.

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

Section 10. Venue.

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

Section 11. No Discrimination.

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

Section 12. No Other Agreements.

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

Section 13. Termination for Convenience.

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

Section 14. Time Is Of The Essence.

Contractor acknowledges and agrees time is of the essence of the Contracting Documents, and in the event Contractor shall fail to perform any of the covenants, terms or condition as Contractor is obliged pursuant to the Contracting Documents at the time to be performed pursuant to the Contracting Documents, City may declare Contractor in default of the Contracting Documents, or in City's sole discretion, City may immediately terminate the Contracting Agreements and Contractor shall pay all costs due to lack of timely performance and termination of the Contracting Documents.

Section 15. Public Records Act.

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

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

INDEPENDENCE EXCAVATING, INC.

CITY OF PENSACOLA, FLORIDA

Robert D. DiGeronimo, President

Mayor, Grover C. Robinson, IV

City Clerk, Ericka L. Burnett

Approved as to Substance:

Attest _____
Corporate Secretary

Daniel E. Flynn, Airport Director

Legal in form and execution:

(CORPORATE SEAL)

City Attorney

Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

EXHIBIT A

BID DOCUMENTS ON FILE IN CITY PURCHASING DEPARTMENT

EXHIBIT B

PROPOSAL

CITY OF PENSACOLA, FLORIDA
PENSACOLA INTERNATIONAL AIRPORT
PROPOSAL FORM

TO: **Pensacola International Airport**
2340 Airport Boulevard
Pensacola, FL 32504

PROJECT: Southwest RON Apron
FAA AIP Project No.: PENDING
RS&H Project No.: 201-0052-003

BIDDER: Independence Excavating Inc.

BIDDER'S ADDRESS: 5720 Schaaf Rd.
Independence, Ohio 44131

DATE: 4-21-20

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this Proposal):

Brandon Meyer 216-446-3496
(Name) (Telephone Number)

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned declares that no person in the employ of the City of Pensacola, Florida (herein referred to as OWNER) is pecuniarily interested in this proposal, or in the contract or the work which he/she proposed to do; that he/she has carefully examined the contract and specifications and has informed himself fully in regard to all conditions pertaining to the site where the work is to be done and carefully estimated on the work. He/she understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans of underground structures relating to the work and that if any have been given or made, they are to be considered solely as a base for filling out and preparing several proposals.

The undersigned proposes to furnish all labor, equipment material required for the above outlined construction at the airport known as Pensacola International Airport located in Escambia County, Florida, in accordance with the accompanying specifications and plans prepared for the OWNER for the sums specified herein, subject to additions and deductions according to the specifications and in all respects to the terms thereof.

It is understood that all workmanship and materials under all items of work are guaranteed for one year from the date of final acceptance, unless otherwise specified. It is understood that the OWNER reserves the right to accept or reject any or all bids and to waive any informalities. Wages not less than the minimum rates or wages, as pre-determined for this project by the Secretary of the U.S. Department of Labor, were used in the preparation of this proposal. It is agreed that the description under each item, being stated, implies although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals and constitute bidders obligations as described in the specifications, and any details not specifically mentioned, but evidently included in the contract shall be compensated for in the item which most logically includes it.

The bidder expressly agrees that should environmental permits not be granted for items contingent on their receipt, the OWNER may delete those items from the Contract without Supplemental Agreement or Change Order. In this

event, the bidder agrees that the unit prices proposed for non-environmentally contingent items will remain unchanged and that no claims relating to the deletion of items contingent on environmental permitting will be made.

The Owner reserves the right to award any, all, or none of the alternate bid items.

Enclosed herewith is the Proposal Bond in the form specified in Section 20 of the General Provisions which is submitted as a guarantee of the good faith of the Proposal. The Bidder agrees that, upon receipt of notice to award, he/she will, within 20 calendar days, execute the Contract in accordance with the Proposal as accepted, and satisfy the Contract bonding and insurance requirements stipulated in Section 30 of the General Provisions; and that upon his/her failure or refusal to do so, the Proposal Bond accompanying his/her bid shall be forfeited to and become the property of the OWNER as liquidated damages for such failure or refusal.

ADDENDA

The Bidder hereby acknowledges that he/she has received the following Addenda:

<u>Addenda No.</u>	<u>Dated</u>
<u>One</u>	<u>3-25-2020</u>
<u>Two</u>	<u>4-14-2020</u>
<u>Three</u>	<u>4-20-2020</u>

TAXES

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, are included in the stated bid prices. Since often the City of Pensacola is exempt from taxes for equipment, materials, and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

NOTE: THE BID PRICES SET FORTH ON THE ATTACHED SHEETS SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT.

SIGNATURE ACKNOWLEDGES THAT: (Check One)

☒ Bid is in full compliance with the Specifications.

(CORPORATE SEAL)

ATTEST:

Signature

By: Gregory T. DiSeronimo
Title: Vice President

BIDDER:

Signature

By: Richard M. DiSeronimo
Title: Vice President

CITY OF PENSACOLA, FLORIDA
PENSACOLA INTERNATIONAL AIRPORT
PROPOSAL AFFIDAVIT

The following affidavit must be executed in order that your Proposal may be considered.

STATE OF Ohio

COUNTY OF Cuyahoga

Richard M. DiGerarimo of lawful age, being first duly sworn, upon his/her oath, deposes and says: That he/she executed the accompanying Proposal on behalf of the Contractor therein named, and that he/she had lawful authority so to do, and said Contractor has not directly or indirectly, entered into any agreement, expressed or implied, with any Contractor or Contractors, having for its object the controlling of the price or amount of such Proposal or any Proposals, the limiting of the Proposal of Contractors, the parceling or farming out to any Contractor or Contractors, to other persons of any part of the Contract or any of the subject matter of the Proposals, or of the profits thereof, and that he/she has not and will not divulge the sealed Proposal to any person whomsoever; except those having a partnership or other financial interest with him in said Proposal or Proposals, until after the sealed Proposal or Proposals are opened.

Signed: _____

Subscribed and sworn to before me this 21 day of April, 2020.

My Commission Expires:

1/4/2025

Notary Public

Michelle Brogan



MICHELLE BROGAN
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES
JANUARY 4, 2025

Page Intentionally Blank

Bond No. n/a

CITY OF PENSACOLA, FLORIDA
PENSACOLA INTERNATIONAL AIRPORT
PROPOSAL BOND

(Not to be filled in if a Cashier's check is submitted)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Bidder, Independence Excavating, Inc., as Principal, and firmly bound unto the **City of Pensacola, Florida** in the sum of 5% of the bid amount including alternates dollars (\$), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal: Independence Excavating, Inc.

1. Does not withdraw the attached Proposal of 5% of the bid amount including alternates dollars (\$) for the improvement of **Pensacola International Airport** for a period of one hundred twenty (120) days after the date on which the bids are opened; and
2. Enters into the written contract and furnishes the required Certificates of Insurance, Payment and Performance Bonds, with Surety or Sureties acceptable to the **City of Pensacola**, within twenty (20) days after notice that the said Proposal is accepted, then this obligation shall be void; otherwise the same shall be in full force and the full amount of this Proposal Bond shall be paid to the **City of Pensacola** as stipulated herein as liquidated damages.

Signed this 22nd day of April, 2020.

(PRINCIPAL MUST INDICATE
WHETHER CORPORATION, PARTNER-
SHIP, COMPANY OR INDIVIDUAL)

Independence Excavating, Inc. CORPORATION
5720 Schaaf Rd. Independence, OH 44131
Principal

THE PERSON SIGNING FOR THE
PRINCIPAL SHALL, IN HIS OWN
HANDWRITING, SIGN THE PRINCIPAL'S
NAME, HIS OWN NAME AND HIS TITLE.
WHERE THE PERSON SIGNING FOR A
CORPORATION IS OTHER THAN THE
PRESIDENT OR VICE PRESIDENT, HE
MUST FURNISH A CORPORATE RESOLUTION
SHOWING HIS AUTHORITY TO BIND THE
CORPORATION.

By: [Signature]
Vice President - Richard M. Diberoname
Title

(Affix Surety's Corporate Seal)

Travelers Casualty & Surety Company of America
[Signature]
Surety Melanie Blankenburg, Attorney-in-Fact

Page Intentionally Blank

CITY OF PENSACOLA, FLORIDA
PENSACOLA INTERNATIONAL AIRPORT
SURETY'S BOND AFFIDAVIT

STATE OF OHIO)

COUNTY OF SUMMIT)

Before me the undersigned authority, personally appeared Melanie Blankenburg Who, being duly sworn deposes and says that he/she is a duly authorized (resident) (non-resident) insurance agent, properly licensed under the laws of the State of Ohio, and the State of Florida, to represent _____ of Travelers Casualty & Surety Company of America, a company authorized to make corporate surety bonds under the laws of the State of Florida (the "Surety").

Said Melanie Blankenburg Further certifies that as agent or attorney-in-fact for the said surety, he/she has signed the attached bond in the sum of 5% of the amount bid including alternates (U.S. \$ _____) on behalf of Independence Excavating, Inc.

to the City of Pensacola, Florida covering FAA AIP Project No. PENDING, Southwest RON Apron at Pensacola International Airport.

Said Melanie Blankenburg Further certifies that the premium on the said bond is \$ n/a which will be paid in full directly to the surety or to him as agent or attorney-in-fact, and included in his/her regular commission as agent or attorney-in-fact, for the execution of said bond and that his/her commission will not be divided with anyone except to who is a duly authorized insurance agent properly licensed under the laws of the State of Florida.

Countersigned:

Edward Martin Kraine
Florida Resident Agent Edward Martin Kraine

4915 Rattlesnake Hammock Rd., #105, Naples, FL 34113
Address of Resident Agent

6150 Oak Tree Blvd., #500, Independence, OH 44131
Address of Bond Company

800-468-4999
Phone Number

866-269-4242
Fax Number

Travelers Casualty & Surety Company of America
Surety

Melanie Blankenburg
Attorney-in-Fact Melanie Blankenburg

Acknowledgment for
Attorney-in-Fact

Sworn to and Subscribed
Before me this 22nd Day of
April, 2020.

Notary Public, State of OHIO

My commission expires: 8/27/2022



Sharon Brickman
Resident SUMMIT County
Notary Public, State of Ohio

CITY OF PENSACOLA, FLORIDA
PENSACOLA INTERNATIONAL AIRPORT
SOUTHWEST RON APRON

P-7

SURETY'S BOND AFFIDAVIT
FEBRUARY 2020
BID DOCUMENTS

Page Intentionally Blank

CITY OF PENSACOLA, FLORIDA

PENSACOLA INTERNATIONAL AIRPORT

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

as Required by 41 CFR 60-1.7 (b)

Section 60-1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime Contractor and proposed Subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the Contract whether it has participated in any previous Contract or Subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime Contractor or proposed Subcontractor which participated in a previous Contract subject to Executive Order 10925, 11114, or 111246 has not filed a report due under the applicable filing documents, no Contract or Subcontract shall be awarded unless such Contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

The Bidder (proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bid.

1. The Bidder (proposer) has (☒) has not (☐) developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.4 and 41 CFR 60-2.
2. The Bidder (proposer) has (☒) has not (☐) participated in any previous Contract or Subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.
3. The Bidder (proposer) has (☒) has not (☐) filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder (Proposer) has (☒) has not (☐) submitted all compliance reports on connection with any such Contract due under the application filing requirements; and that representations indicating submission of required compliance reports signed by proposed Subcontractors will be obtained prior to award of Subcontractors.
5. The Bidder (Proposer) does (☒) does not (☐) employ fifty (50) or more employees.
If the Bidder (Proposer) has participated in a previous Contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information EEO-1" prior to the award of Contract.

Standard Form 100 is normally furnished to Contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, he/she may obtain it by writing to the following address: Joint Reporting Committee, 1800 G Street, Washington, DC 20506

Independence Excavating, Inc.
(Name of Bidder)

Title: Vice President

By: [Signature]
Signature* Richard M. Pigeronimo

Date: 4-21-2020

*Must be same signature on Bid Proposal

Page Intentionally Blank

CITY OF PENSACOLA, FLORIDA

PENSACOLA INTERNATIONAL AIRPORT

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he/she does not maintain or provide, for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he/she will retain such certifications in his/her files.

**NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

Certification--The information above is true and complete to the best of my knowledge and belief.

Richard M. DeGeronimo
Name of Signer (Please Print)

Vice President
Title

[Signature]
Signature of Contractor

4-21-2020
Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Page Intentionally Blank

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

GENERAL

BIDDER'S NAME Independence Excavating, Inc.
ADDRESS 5720 Schoaf Rd. Independence, Ohio 44131
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER 34-0938274

NONSEGREGATED FACILITIES

**NOTICE TO PROSPECTIVE FEDERALLY ASSISTED
CONSTRUCTION CONTRACTORS
(41 CFR 60-1.8)**

- (1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction Contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
- (2) Contractors receiving federally assisted construction Contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective Subcontractors for supplies and construction Contracts where the Subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

- (1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a Subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
- (2) Contractors receiving Subcontract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective Subcontractors for supplies and construction Contracts where the Subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Page Intentionally Blank

CITY OF PENSACOLA, FLORIDA

PENSACOLA INTERNATIONAL AIRPORT

DISADVANTAGED BUSINESS ENTERPRISES PLAN

The City of Pensacola, Florida (Owner) in accordance with Title VI Civil Rights Act of 1964, 78 Stat. 262, 42 USC and 49 CFR, Part 21 issued pursuant to such Act, affords Disadvantage Business Enterprises full opportunity to submit an indication of interest in response to this invitation and will not discriminate against any interested firm on the ground of race, creed, color, sex, age or national origin in a contract award. In addition, the Owner has established goals for DBE participation in Owner projects.

REQUIRED ASSURANCE TO BE INCLUDED IN ALL BID PROPOSALS

The firm assures that it will utilize not less than **11.9 percent** of Disadvantaged Business participation. Percentage applies to bidder if a DBE or to qualifying subcontractors to be used by Bidder. Upon request, Bidder and/or Contractor, if contract is entered into with Bidder, shall furnish the names of such subcontractors and the anticipated dollar volume to be furnished by Bidder. If the goal for DBE participation is not met, the Bidder is required to submit documentation of efforts it made. The Owner will then determine whether these are "good faith efforts."

CERTIFICATION OF BIDDER for the above:

BIDDER'S NAME:

Independence Excavating, Inc.

ADDRESS:

5720 Schaaf Rd. Independence, Ohio 44131

IRS NUMBER:

34-0938274

Page Intentionally Blank

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

1. Name of Bidder Independence Excavating, Inc.
2. Permanent main office address 5720 Schaaf Rd.
Independence, Ohio 44131
3. When organized March 31, 1956
4. If a corporation, where incorporated Ohio
5. How many years engaged in the business related to this Project under present firm or trade name? Give former names of firm or trade names, with dates of operation under each 64 years
6. General character of work performed by your company heavy Civil Construction including excavation, site utilities, concrete, concrete crushing, structural demolition
7. Have you ever failed to complete any work awarded to you? If so, where and why? Give name of Owner No
8. Have you ever defaulted on a contract? If so, where and why? Give name of Owner. No
9. Have you ever sued an Owner of a project? If so, where and why? Give name of Owner No

10. Have you ever sued a Consultant or subconsultant representing the Owner of a project? If so, where and why?

Give name of Owner. No

11. Have you ever been terminated by the Owner of a project? If so, where and why? Give name of Owner _____

No

12. Experience in work similar in importance to this project See attached project profiles

13. List of equipment that would be available for use on this project See attached list of

owned equipment

14. Background and experience of the principal members of your organization, including the officers _____

See Attached resumes of Project Manager and Superintendent

15. Give bank references Louis Gattozzi - PNC Bank 216-222-7146

1900 E. 9th St. Cleveland, Ohio 44114 - Louis.t.gattozzi@pnc.com

Jeff Imka Independence Bank 4401 Rockside Rd. Independence, OH
216-447-1444 44131

16. Will you, upon request, fill out a detailed financial statement and furnish any other pertinent information that may be required by the City of Pensacola? Yes

17. The undersigned hereby authorizes and requests any persons, firm or corporation to furnish any information requested by the City of Pensacola, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at Independence, Ohio, this 21 day of April, 2020

Independence Excavating, Inc.
(Contractor)

By: [Signature]

Title: Vice President

State of Florida

License Number C6C1514958

Date of License Exp. 8/31/2020

Richard M. DiBeronimo, being duly sworn deposes and says that he/she is Vice President of Independence Excavating, Inc. and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN to before me this 21 day of April, 2020.

[Signature]

Notary's Signature

Michelle Brogan

Notary's Printed Name

NOTARY PUBLIC, STATE OF Ohio

MICHELLE BROGAN
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES
JANUARY 4, 2025

1/4, 2025

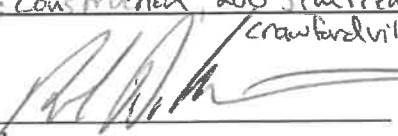


Page Intentionally Blank

THE CITY OF PENSACOLA, FLORIDA
PENSACOLA INTERNATIONAL AIRPORT
DBE SUBCONTRACTOR SOLICITATION

Bid Invitation No.: 20-0460
 Project Name: Southwest RON Apron
 DBE Project Goal: 11.9 %

* Name, Address, Phone # of Sub.	Date of Contract	Result(s) of Contact
Driven Engineering, Morse Hill Rd. Semmes, AL 251-648-4011	4/20/20	Priced
F & C Eaton 102 Church St. Hillsboro, TN (254) 283-5252	4/16/20	No-Response
Ingram Signalization, 4522 N. Davis Hwy, Pensacola, FL (850) 433-8867	N/A	N/A
Lakeside Electrical, 2204 Griffin Rd Leesburg, FL (352) 360-0667	4/17/20	Priced
SAMM Enterprises 1358 CW 147 Laurel Hill, FL (850) 834-4377	N/A	N/A
BR Bonner Hauling, 10231 Walbridge St. Pensacola FL, (850) 393-5445	4/17/20	No-Response
GB Green Construction, 303 Man o war Cir, Cantonment, FL (850) 378-8991	N/A	N/A
Pepe Construction 200 Jim French Rd. Crawfordville, FL (850) 210-1158	4/16/20	No-response.


 Title of Official _____

Independence Excavating, Inc.
 Company _____

Richard M. Digeronimo
4-21-20 Vice President
 Date Title of Official

THIS FORM MUST BE SUBMITTED WITH THE BID PROPOSAL

*** NOTE: Please attach copies of any written solicitation information, including, but not limited to, information regarding follow-up contacts.**



Project: Pensacola RON Apron - Invited - List All

Group By	Package And Code	Company Name (Location)	Contact Full Name	Contact Email
02 21 00 - Surveys	02 21 00	LISHA@DRIVENENGINEERING.COM (AVALISHA FISHER	LISHA@DRIVENENGI	
03 81 00 - Concrete Cutting	03 81 00	Diamond Concrete Cutting (Goldsbor Jeremy Amy	jamy8576@gmail.co	
26 00 00 - Electrical	26 00 00	F & C Eaton Enterprise (Hillsboro, TX) Charles Eaton	fceatonenterprise@	
	26 00 00	Ingram Signalization (Pensacola, FL) Tony Kuhl	tony@ingramcorp.c	
	26 00 00	Ingram Signalization (Pensacola, FL) Traci Ingram-Gay	traci@ingramcorp.c	
	26 00 00	Lakeside Electrical Services (Leesburg Ryan Gonzalez	shannonk@lakeside	
	26 00 00	SAMM Enterprises (Laurel Hill, FL) Melanie Adams	admin@samminc.co	
31 20 00 - Trucking	31 20 00	BR Bonners Hauling (Pensacola, FL) Brandon Bonner	martinsirena@hotm	
	31 20 00	GB Green Construction Management Greg Green	GBgreen30@hotmail	
	31 20 00	Perez Construction (Crawfordville, FL Robert Perez	perezconstruction@	
32 17 23 - Pavement Markings	32 17 23	Roads & Runways Striping Service (D: Brian Boatner	roadsandrunchways@	

Page Intentionally Blank

THE CITY OF PENSACOLA, FLORIDA
PENSACOLA INTERNATIONAL AIRPORT
DBE INTENT TO PERFORM AS A SUBCONTRACTOR

TO: Br Bonners Hauling, in response to a telephone/written request for a quote on April 20, 2020 agrees to perform the work outline below in the project known as PWS Southwest RON Apron for the City of Pensacola.

The work description is as follows:

Hauling and trucking

The price of said work is \$ 85,000.⁰⁰

will enter into a formal agreement for the above work conditional upon your entering a contract with the City of Pensacola. Any changes, including the addition or deletion of DBE firms after bid opening, must have written approval of the Contractor Coordinator.

4-21-20 BR Bonners Hauling, Inc.
(Date) (Name of DBE Firm)

Independence Excavating, Inc.
(Name of Prime Contractor)

Vice President
(Title of Official Signing)

[Signature]
(Signature of Official)

THE CITY OF PENSACOLA, FLORIDA
PENSACOLA INTERNATIONAL AIRPORT
DBE INTENT TO PERFORM AS A SUBCONTRACTOR

TO: Tye Bar, LLC, in response to a telephone/written request for a quote on April 20, 2020 agrees to perform the work outline below in the project known as PWS Southwest Ron Apron for the City of Pensacola.

The work description is as follows:

Concrete Hardware and construction materials

The price of said work is \$ 141,185.⁰⁰

will enter into a formal agreement for the above work conditional upon your entering a contract with the City of Pensacola. Any changes, including the addition or deletion of DBE firms after bid opening, must have written approval of the Contractor Coordinator.

4/21/20 Tye Bar, LLC
(Date) (Name of DBE Firm)

Independence Excavating, Inc.
(Name of Prime Contractor)

Vice President
(Title of Official Signing)


(Signature of Official)

THE CITY OF PENSACOLA, FLORIDA
PENSACOLA INTERNATIONAL AIRPORT
DBE INTENT TO PERFORM AS A SUBCONTRACTOR

TO: Driven Engineering, in response to a telephone/written request for a quote on April 20, 2020 agrees to perform the work outline below in the project known as PNS Southwest RON Apron for the City of Pensacola.

The work description is as follows:

construction Staking and layout
Swppp Inspections

The price of said work is \$ 25,000.00

will enter into a formal agreement for the above work conditional upon your entering a contract with the City of Pensacola. Any changes, including the addition or deletion of DBE firms after bid opening, must have written approval of the Contractor Coordinator.

4/21/20 Driven Engineering
(Date) (Name of DBE Firm)

Independence Excavating, Inc.
(Name of Prime Contractor)

Vice President
(Title of Official Signing)

Rich D...
(Signature of Official)

THE CITY OF PENSACOLA, FLORIDA
PENSACOLA INTERNATIONAL AIRPORT
DBE INTENT TO PERFORM AS A SUBCONTRACTOR

TO: Ingram Signalization, in response to a telephone/written request for a quote on April 21, 2020 agrees to perform the work outline below in the project known as PWS Southwest Ron Apron for the City of Pensacola.

The work description is as follows:

Airfield Electrical

The price of said work is \$ 347,000.⁰⁰

will enter into a formal agreement for the above work conditional upon your entering a contract with the City of Pensacola. Any changes, including the addition or deletion of DBE firms after bid opening, must have written approval of the Contractor Coordinator.

4/22/20 Ingram Signalization
(Date) (Name of DBE Firm)

Independence Excavating, Inc.
(Name of Prime Contractor)

Vice President
(Title of Official Signing)

[Signature]
(Signature of Official)

Page Intentionally Blank

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

☒ The bidder/offeror is committed to a minimum of 11.9 % DBE utilization on this contract.

☐ The bidder/offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Independence Excavating, Inc.

State Registration No. P36709

By 

(Signature)

Title Vice President

Richard M. DiSeronimo

Page Intentionally Blank

LETTER OF INTENT

Name of bidder/offeror's firm: Independence Excavating, Inc.
Address: 5710 S. Main Rd
City: Independence State: OHIO Zip: 44131

Name of DBE firm: Ingram Signalization INC.
Address: 4522 Davis Hwy
City: Pensacola State: FL Zip: 32503
Telephone: 850-433-8267

Description of work to be performed by DBE firm:

Electrical Work

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 347,000.00

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By  President
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

LETTER OF INTENT

Name of bidder/offeror's firm: Independence Excavating, Inc.
Address: 15490 Schaal Rd
City: Independence State: Ohio Zip: 44131

Name of DBE firm: Driven Engineering., Inc.
Address: 8005 Morris Hill Road
City: Semmes State: AL Zip: 36575
Telephone: 251-391-8074

Description of work to be performed by DBE firm:

contruction staking and layout

SWPP inspections

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 25,000.00.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By  Its President
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

LETTER OF INTENT

Name of bidder/offeree's firm: Indy Hybrid Technology Inc.

Address: 15120 Schmale Rd

City: Indianapolis

State: IN

Zip: 46241

Name of DBE firm: TyE Bar LLC

Address: 1050 Ohio Avenue

City: Glassport

State: PA

Zip: 15045

Telephone: 412-896-1376

Description of work to be performed by DBE firm:

manufacturer of concrete hardware and supplier of construction
materials.

The bidder/offeree is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 141,185.00.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By

TyE Bar LLC
(Signature)

President

(Title)

If the bidder/offeree does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

LETTER OF INTENT

Name of bidder/offeree's firm: Independent Excavating, Inc.

Address: 12720 School Rd

City: Independence State: Ill. Zip: 61831

Name of DBE firm: BE Bonner's Hauling, Inc.

Address: 8816 B N. Palafox Street

City: Pensacola State: FL Zip: 32514


Telephone: 850-393-5445

Description of work to be performed by DBE firm:

The bidder/offeree is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 85,000.00.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By  President
(Signature) (Title)

If the bidder/offeree does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Page Intentionally Blank

THE CITY OF PENSACOLA, FLORIDA
PENSACOLA INTERNATIONAL AIRPORT
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Richard M. DiBeronimo, being first duly sworn, deposes and says that:

1. (S)He is Vice President of Independence Excavating, Inc. the Bidder that has submitted the attached Bid;

2. (S)He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor anyone acting on behalf of the Bidder, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Pensacola or any person interested in the proposed Contract; and,

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or anyone acting on his/her/its behalf.

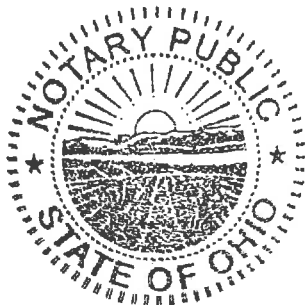
[Signature]
(Signature)

Vice President
(Title)

Subscribed and Sworn to before me of this 21 day of April, 2020

Michelle Brogan
(Notary's Signature)

Michelle Brogan
(Notary's Stamped or Printed Name)



MICHELLE BROGAN
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES
JANUARY 4, 2025

Notary Public, in and for Ohio

Cuyahoga County,

My commission expires: 1/4/2025

Page Intentionally Blank

**THE CITY OF PENSACOLA, FLORIDA
PENSACOLA INTERNATIONAL AIRPORT
BID SCHEDULE**

Project Name: Southwest RON Apron
AIP Project No: PENDING
RS&H Project No: 201-0052-003

BASE BID – BID SCHEDULE A - HELIPADS CONSTRUCTION					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	COST
Civil Items					
C-102-5.1	Installation and Removal of Silt Fence	LF	1,200	5.00	6,000.00
C-102-5.2	Inlet Protection	EA	1	400	400.00
P-152-4.1	Unclassified Excavation	CY	2,500	35.00	87,500.00
P-304-8.1	Cement-Treated Base Course	SY	5,300	65.00	344,500.00
P-501-8.1	Concrete Pavement, 6" Thick	SY	1,400	105.00	147,000.00
P-501-8.2	Concrete Pavement, 11" Thick	SY	3,900	92.00	358,800.00
P-620-5.1	Taxiway and Apron Painting, Yellow or White, with Type III Reflective Beads	SF	3,500	2.00	7,000.00
P-620-5.2	Taxiway and Apron Painting, Black, Without Reflective Beads	SF	5,000	1.50	7,500.00
P-620-5.3	Temporary Taxiway and Apron Painting, Yellow or White, without Reflective Beads	SF	3,500	1.25	4,375.00
T-904-5.1	Sodding	SY	6,250	6.00	37,500.00
T-905-5.1	Topsoiling (Furnished from Off-Site)	CY	350	35.00	12,250.00
Electrical Items					
L-105-7.1	Remove Taxiway Edge Light, Isolation Transformer and Base Can	EA	2	100.00	200.00
L-105-7.2	Remove Taxiway Edge Light, Isolation Transformer and Cap Existing Base Can with Aircraft Rated Cover	EA	19	150.00	2,850.00
L-105-7.5	Temporary Airfield Lighting	LS	1	4500.00	4500.00
L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	LF	500	2.55	1,275.00
L-108-5.2	No. 2 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/ Terminations and Ground Rods	LF	400	3.35	1,340.00
L-110-5.3	Remove Existing Cable and Conduit, Complete	LF	400	3.00	1,200.00

BASE BID – BID SCHEDULE A - HELIPADS CONSTRUCTION					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	COST
L-110-5.5	1-Way, 2-Inch PVC Conduit, Schedule 40, Concrete Encased	LF	400	25.00	10,000.00

SUBTOTAL AMOUNT OF BID SCHEDULE A (IN WORDS)

one million thirty four thousand one hundred and ninety dollars and 00 cents

SUBTOTAL BID SCHEDULE A AMOUNT \$ 1,034,190.00

BASE BID – BID SCHEDULE B - SOUTHWEST RON APRON					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	COST
General Items					
C-100-14.1	Contractor Quality Control Program (CQCP)	LS	1	215,000.00	215,000.00
C-105-6.1	Mobilization	LS	1	240,000.00	240,000.00
C-105-6.2	Engineer's Field Office	LS	1	7,500.00	7,500.00
P-102-10.1	Safety and Security	LS	1	120,000.00	120,000.00
P-104-5.1	Project Survey and Stakeout	LS	1	35,000.00	35,000.00
P-105-5.1	Temporary Construction Items	LS	1	185,000.00	185,000.00
Civil Items					
C-102-5.1	Installation and Removal of Silt Fence	LF	200	5.00	1,000.00
C-102-5.2	Inlet Protection	EA	3	400.00	1,200.00
C-102-5.3	Outlet Protection	EA	6	1,000.00	6,000.00
P-101-5.1	Bituminous Pavement Removal	SY	14,800	2.00	29,600.00
P-101-5.2	Concrete Pavement Removal	SY	300	9.00	2,700.00
P-101-5.3	Concrete Flume/Riprap Removal	SY	150	12.00	1,800.00
P-101-5.4	Curb Demolition	LF	300	3.00	900.00
P-101-5.5	Tie Down Anchor Demolition	EA	43	400.00	17,200.00
P-106-5.1	Painted Pavement Marking Removal	SF	2,900	3.00	8,700.00
P-152-4.1	Unclassified Excavation	CY	8,500	15.50	131,750.00
P-304-8.1	Cement-Treated Base Course	SY	16,100	52.00	837,200.00
P-501-8.1	Concrete Pavement, 6" Thick	SY	1,150	74.00	85,100.00
P-501-8.3	Concrete Pavement, 15.5" Thick	SY	14,500	102.00	1,479,000.00
P-620-5.1	Taxiway and Apron Painting, Yellow or White, with Type III Reflective Beads	SF	7,000	1.75	12,250.00

BASE BID – BID SCHEDULE B - SOUTHWEST RON APRON

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	COST
P-620-5.2	Taxiway and Apron Painting, Black, Without Reflective Beads	SF	6,000	1.25	7,500.00
P-620-5.3	Temporary Taxiway and Apron Painting, Yellow or White, without Reflective Beads	SF	7,000	1.00	7,000.00
D-701-5.1	36-Inch Class V RCP	LF	270	210.00	56,700.00
D-701-5.2	Remove Existing 42-Inch x 26-Inch ERCP	LF	180	10.00	1,800.00
D-701-5.3	Remove Existing 36-Inch RCP	LF	10	20.00	200.00
D-752-5.1	FDOT 430-030 Straight Concrete Endwall	EA	2	8,000.00	16,000.00
D-752-5.2	Modified Winged Concrete Endwall	EA	1	27,000.00	27,000.00
D-752-5.3	Remove Existing Headwall	EA	3	750.00	2,250.00
D-752-5.4	Concrete Flume	SY	100	175.00	17,500.00
F-162-5.1	Demolish and Remove Existing Fence and Gates	LS	1	5,000.00	5,000.00
F-162-5.2	Temporary Vehicle Gate	EA	1	3,500.00	3,500.00
T-904-5.1	Sodding	SY	2,500	6.00	15,000.00
T-905-5.1	Topsoiling (Furnished from Off-Site)	CY	150	30.00	4,500.00
Electrical Items					
L-105-7.1	Remove Taxiway Edge Light, Isolation Transformer and Base Can	EA	10	100.00	1,000.00
L-105-7.2	Remove Taxiway Edge Light, Isolation Transformer and Cap Existing Base Can with Aircraft Rated Cover	EA	16	150.00	2,400.00
L-105-7.3	Remove Guidance Sign, Junction Can, and Foundation	EA	3	800.00	2,400.00
L-105-7.4	Relocate Guidance Sign, Junction Can, and Foundation	EA	1	4,500.00	4,500.00
L-105-7.5	Temporary Airfield Lighting	LS	1	7,500.00	7,500.00
L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	LF	2,200	2.55	5,610.00
L-108-5.2	No. 2 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/ Terminations and Ground Rods	LF	1,300	3.35	4,355.00
L-110-5.1	6-Way, 4" Duct Bank Extension	LF	40	200.00	8,000.00
L-110-5.2	Remove Existing Cable, Conduit to Remain	LF	1,200	1.00	1,200.00
L-110-5.3	Remove Existing Cable and Conduit, Complete	LF	1,000	3.00	3,000.00
L-110-5.4	1-Way, 2-Inch PVC Conduit, Schedule 40	LF	1,300	8.00	10,400.00

BASE BID – BID SCHEDULE B - SOUTHWEST RON APRON

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	COST
L-110-5.6	Remove Existing Duct Bank	LF	80	37. ⁰⁰	2,960. ⁰⁰
L-115-5.1	Remove Existing Junction Structure	EA	2	800. ⁰⁰	1,600. ⁰⁰
L-115-5.2	Electrical Handhole, 24"x24"x18"	EA	1	200. ⁰⁰	200. ⁰⁰
L-115-5.3	Aircraft Rated Handhole, 4'x4'x4'	EA	2	10,000. ⁰⁰	20,000. ⁰⁰
L-125-5.1	L-861T Taxiway Edge Light and Isolation Transformer on New L-867B Base Can	EA	23	1,500. ⁰⁰	34,500. ⁰⁰
L-130-5.1	RON Apron Electrical Equipment Rack	LS	1	5,000. ⁰⁰	5,000. ⁰⁰
L-133-5.1	60' High Mast Pole with 4 LED Luminaires and Foundation	EA	2	65,000. ⁰⁰	130,000. ⁰⁰
L-135-5.1	60A Switch and Meter Pan	EA	1	2,300. ⁰⁰	2,300. ⁰⁰
E-100-5.1	Electrical Allowance for Utility and Installation of Electrical Service Infrastructure and Equipment	ALLOW	1	50,000.00	50,000.00

SUBTOTAL AMOUNT OF BID SCHEDULE B (IN WORDS)

Three million Eight Hundred and Seventy Seven Thousand Seven Hundred and Seventy Five dollars and 00 cents

SUBTOTAL BID SCHEDULE B AMOUNT \$ 3,877,775.00

FOR ALL WORK REQUIRED IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS, INCLUDING ALL COSTS RELATED TO THE WORK, AND ANY REQUIRED PERMITS, TAXES, BONDS AND INSURANCE, THE UNDERSIGNED SUBMITS A TOTAL BID AMOUNT OF:

TOTAL AMOUNT OF BASE BID (IN WORDS)

Four million Nine Hundred and Eleven Thousand Nine Hundred and Sixty Five dollars and 00 cents

TOTAL BASE BID AMOUNT \$ 4,911,965.00

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only.

BID ALTERNATE 1 - HELIPAD ACCESS ROAD

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	COST
Civil Items					
P-152-4.1	Unclassified Excavation	CY	600	25. ⁰⁰	15,000. ⁰⁰
FDOT 285-2	Base Course, Group 4	SY	1,300	23. ⁰⁰	29,900. ⁰⁰
FDOT 334-5	Superpave AC, Traffic B	TON	400	150. ⁰⁰	60,000. ⁰⁰

FOR ALL WORK REQUIRED IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS, INCLUDING ALL COSTS RELATED TO THE WORK, AND ANY REQUIRED PERMITS, TAXES, BONDS AND INSURANCE, THE UNDERSIGNED SUBMITS A TOTAL BID AMOUNT OF:

TOTAL AMOUNT OF BID ALTERNATE 01 (IN WORDS)

one Hundred and Four Thousand Nine Hundred dollars and 00 cents

TOTAL BID ALTERNATE 01 AMOUNT \$ 104,900.⁰⁰

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only.

Contract award will be based on the lowest qualified bid for base bid or base bid and alternate bid, depending on availability of funds.

Bidders understand the Owner/Agent reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner/Agent and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. The bidder agrees this bid shall be honored and may not be withdrawn for a period of 120 days after the schedule closing time for receiving bids.

The bidder represents that it has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the plans and specifications for the work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

If provided with a Notice of Intent to Award the Contract by the Owner, the bidder shall execute and deliver to the Owner all of the documents required by the Contract Documents, including but not limited to, the Addendum to the Agreement and the Performance and Payment Bonds in the form contained in the Contract Documents, furnish the required evidence of the specified insurance coverages, furnish all necessary permits, license, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work.

Dated and signed at Independence Ohio, this 21 day of April, 2020

Independence Excavating, Inc.
(Name of Bidder)

[Signature]
(Authorized Signature)
Vice President Richard M. Diberonin
(Title)

5720 Schaaf Rd.
(Mailing Address)

Independence, Ohio 44131
(City, State, Zip)

INDIVIDUAL'S NAME	PRESENT POSITION OR TITLE	YEARS OF CONSTRUCTION EXPERIENCE	TYPE OF CONSTRUCTION WORK	IN WHAT POSITION
VICTOR DIGERONIMO JR.	CEO	37	HEAVY HIGHWAY / BUILDING	MANAGEMENT
ROBERT DIGERONIMO	PRESIDENT	27	HEAVY HIGHWAY / BUILDING	MANAGEMENT
RICHARD DIGERONIMO	VICE PRESIDENT	35	HEAVY HIGHWAY / BUILDING	MANAGEMENT
JUSTIN FOX	VICE PRESIDENT	20	HEAVY HIGHWAY / BUILDING	FIELD
MIKE ORLANDO	CHIEF ENGINEER	47	HEAVY HIGHWAY / BUILDING	ENGINEERING
ROCCO IASONE	ENGINEER	12	HEAVY HIGHWAY / BUILDING	ENGINEERING
DONALD DIGERONIMO	DEMOLITION MANAGER	23	HEAVY HIGHWAY / BUILDING	DEMOLITION
COLLEEN LOREDO	DIRECTOR ENVIRON. SERVICES	21	HEAVY HIGHWAY / BUILDING	FIELD
COREY HORNER	FOREMAN	11	HEAVY HIGHWAY / BUILDING	FIELD
STEVE WILK	GENERAL SUPERINTENDENT	34	HEAVY HIGHWAY / BUILDING	FIELD
DOUG THOMAS	SENIOR PROJECT MANAGER	24	HEAVY HIGHWAY / BUILDING	PROJECT MANAGEMENT
LEO SLANSKY	SENIOR PROJECT MANAGER	13	HEAVY HIGHWAY / BUILDING	DEMOLITION
MATTHEW ALLANSON	PROJECT MANAGER	14	HEAVY HIGHWAY / BUILDING	PROJECT MANAGEMENT
JOSEPH NEUBERT	PROJECT MANAGER	7	HEAVY HIGHWAY / BUILDING	PROJECT MANAGEMENT
ERIC SEARS	SAFETY DIRECTOR	21	HEAVY HIGHWAY / BUILDING	SAFETY
DAVE BEVAN	GENERAL SUPERINTENDENT	34	HEAVY HIGHWAY / BUILDING	FIELD
TONY SMITH	SUPERINTENDENT	22	HEAVY HIGHWAY / BUILDING	FIELD
JOHN CARROLL	SUPERINTENDENT	32	HEAVY HIGHWAY / BUILDING	FIELD
JOHN PERCUN	SUPERINTENDENT	30	HEAVY HIGHWAY / BUILDING	FIELD
CHUCK MEDLEN	SUPERINTENDENT	33	HEAVY HIGHWAY / BUILDING	FIELD
RICHARD HOCHARD	SUPERINTENDENT	14	HEAVY HIGHWAY / BUILDING	FIELD
LARRY MAHON	SUPERINTENDENT	18	HEAVY HIGHWAY / BUILDING	DEMOLITION
MATT SLANSKY	GENERAL FOREMAN	15	HEAVY HIGHWAY / BUILDING	DEMOLITION



INDEPENDENCE EXCAVATING, INC. KEY STAFF RESUME

Dauch, Jeremiah – Project Manager

Professional Profile

- Years In Construction Industry: 22
- Years in current position: 1
- Present Position: Project Manager

Project Manager

Construction professional with 22 years of experience in site work development and utilities. Performs a key role in project planning, budgeting and identification of the resources required for successful project completion. Works with general contractors and owner's representatives to solve job conflicts through the construction phase and to final completion

Independence Excavating, Inc. Professional Experience

Cleveland Hopkins Airport – North Airfield Improvements – Cleveland, Ohio

First phase to upgrade drainage in the north airfield and to replace an existing taxiway with a new high-speed taxiway connecting to runway 6L-24R. This project has 130,000 SY of pavement removal, as they are removing taxiway C completely. Installation of 7,600 feet of large diameter concrete pipe all about 30 feet deep, including 1,300 ft of 120in, 2,900 ft of 114" and 2,400 ft of 96". Installation of 10 large cast-in-place catch basins, the largest is 30 ft x 25 ft wide and over 30 ft deep. There is also 62,000 SY of new concrete pavement for the new high-speed taxiway and for replacement of taxiway and runway pavement where open cuts are made. Cement stabilization under taxiways and place econcrete base course. The electrical scope includes removal of all of the lighting along old taxiway C, as well as new electrical and lighting for the new high-speed taxiway and replacement lighting at the drainage crossings.

NEORS D Woodland Central Green Infrastructure – Cleveland, Ohio

Installation of approximately 5,000 LF of storm sewers ranging in size from 12in to 48in. Construction of two storm water management basins and two connections to the Kingsbury Run Culvert System. Environmental work incorporating USEPA Brownfield grants and site restoration of 2 sites.

Scranton Carter Road Reconstruction – Cleveland, Ohio

Project Manager for the reconstruction and rehabilitation of Scranton / Carter Rd in the city of Cleveland. Reconstruction of existing pavement with 27,000 SY of 9" concrete pavement, stabilized subgrade, 1,000 FT sheet-pile retaining wall, new drainage facilities, utility relocations, and maintenance of traffic.

Previous Professional Experience

Head, Inc. – Columbus, Ohio

January 2009- November 2016

Project Manager specializing in Military airfield construction and paving projects.

NS Mayport – Jacksonville, FL

Milled and reconstructed 6,000 LF of asphalt runway as well as associated taxiways and ramps.

Extreme Green Excavation – Columbus, Ohio

January 2002- December 2008

Owner/operator of mid-range site development company specializing in earthwork and site utilities.

Education/Certifications

- Competent Person Rigging
- Confined Space
- Field Safety Orientation
- First Aid & CPR
- OSHA 10 Hour
- OSHA 30 Hour
- Rough Terrain Forklift



INDEPENDENCE EXCAVATING, INC. KEY STAFF RESUME

Jerry Girvan, Project Superintendent

Professional Profile

- Years in Construction Industry: 22
- Date of Hire: January 2020
- Years with Independence Excavating, Inc.:
- Present Position: Superintendent

Previous Professional Work Experience

Head, Inc.

November, 2013 – January, 2020

4477 E. Fifth Ave.,
Columbus, OH 43219
Superintendent / CQC / SSHO / Foreman

Taxilane Replacement at Run Stations 1-16 East - Superintendent
Air Force Plant #4
Lockheed Martin Aeronautics Company, Fort Worth, TX
Project No. E03-1000-1 \$12,944,212.00

Last Chance Pad - Contractor Quality Control
Lockheed Martin Aeronautics Company, Fort Worth, TX
Purchase Order No. 6574017916 \$1,248,723.00

North Run Stations Phase 3 / S102.3 RS 34 Pavement - Superintendent / SSHO
Lockheed Martin Aeronautics Company, Fort Worth, TX
Subcontract No. 112556-82214 \$945,940.00

Reconstruct Pavement South of Run Station 1 - Contractor Quality Control
Lockheed Martin Aeronautics Company, Fort Worth, TX
Purchase Order No. 7262111 \$10,540,618.00

Taxilane Replacement At Run Stations 24-29 East – Superintendent
Lockheed Martin Aeronautics Company, Fort Worth, TX
Purchase Order No. 7256891 \$8,295,058.00

Dept. of Navy – NAVFAC Southeast - Superintendent / Contractor Quality Control
P266 NOLF Barin/Summerdale Runway Extensions
Baldwin County, AL
Contract No. N69450-12-C-0760 \$13,798,553.00

Dept. of Navy – NAVFAC Engineering Command Southeast - Foreman
P-456 Simulated LHD Flight Deck
Marine Corps Air Station, Beaufort, SC
Contract No. N69450-13-C-1773 \$10,984,000.00

R C Construction, Greenwood, MS

September, 2010 – November, 2013

Project Superintendent

- \$8.5M Aircraft Parking Ramp. Removed and replaced 118,000 square yards of concrete, replaced underground drainage system, installed 4 catch basins, placed base course and installed drainage layer. Project was completed on time.
- Replacement of a \$31.29M 12,000 feet center runway, Columbus AFB, MS. Placed and finished 232,000 square yards of 10 inch concrete. Paving completed ahead of schedule and on budget. \$28M STOVL Simulated Carrier Landing Deck, 2 vertical landing pads, adjoining taxiways and upgrades to existing runway and taxiway. Placed 70 thousand square yards of airfield concrete and 16 thousand square yards of Hi temp concrete.
- \$62M project for joint strike fighter F35, parking ramp, live ordinance loading area, taxiway extension including an arm disarm pad. Placed 270 thousand square yards of concrete, joint use airfield Northwest Florida Regional / Elgin AFB, FL.

US Air Force (Retired)

August, 1988 - September, 2010

823d RED HORSE, Hurlburt Field, FL

Project Superintendent

- New 8,600 linear feet \$28M concrete runway, 2 concrete aircraft parking ramps and 3 taxiways totaling 475,000 square feet. Quarried and crushed 120,000 yards of sub base and base course material. Project completed ahead of schedule and on budget.
- \$5.9M runway project. Delivery of 36,000 tons of asphalt; repaired 1.2 million square feet of runway shoulders. Completed 8 days ahead of schedule.
- GOMACO slip form paving crew placing over 120,000 cubic yards of concrete. All aspects of concrete placing and finishing were performed within tolerance for a \$30M 47 acre aircraft parking ramp.
- Completed \$2M in construction of two concrete helicopter parking ramps and taxiway. Placed 1,000 plus yards of concrete. Project completed on time and on budget.
- Construction of a 59,000 square yard concrete taxiway and aircraft engine test-pad. Project completed ahead of schedule and on budget.
- Underground electrical distribution system; converted overhead electrical system into an underground state of the art system. Excavated 3,500 feet of trench, installed 8 manholes, 14,000 feet of conduit and 25,000 feet of primary distribution cable. Completed \$125K under budget and 7 days ahead of schedule.
- \$1.3M AMC air terminal parking lot renovation; removing and replacing 900 tons of asphalt and 400 feet of curb and sidewalks. Completed on time and on budget.
- Airfield maintenance/repairs at Hickam AFB, largest joint use airfield in DOD. Replaced numerous full depth concrete slabs, savings in excess of \$120K in a year.
- Construction of \$3.4M weapons storage area and munitions storage facility, constructed 2.8 mile asphalt road and storage pads. New construction of a 1 mile asphalt road, cleared and leveled area of trees, placed 6,000 tons of base course and 3,000 tons of asphalt. Completed ahead of schedule.
- \$1.5M resurfacing project; 15-person asphalt paving team milled and resurfaced roads at Hickam AFB, saving \$700K in contract cost.
- Roadway expansion project of aircraft refueling facility. Placed 60 tons of base course and 157 tons of hot mix asphalt. Completed on time

Education

Palo Alto College

U.S. Army Corps of Engineers, Construction Quality Management for Contractors -
#784, Expires 11/30/2023

OSHA 30-Hr. Outreach Training for the Construction Industry

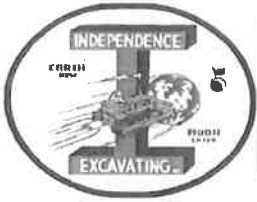
American Concrete Institute, Concrete Field Testing Technician – Grade I, Expires 9/08/2023

American Concrete Institute, Concrete Flatwork Technician, Expires 1/25/2024

GOMACO University

Airfield Pavement Construction and Inspection Construction Estimating Course
International CPR Institute, First Aid

International CPR Institute, CPR/AED Adult/Child/ Infant



INDEPENDENCE EXCAVATING, INC. PROJECT PROFILE

Cleveland Hopkins Centralized Deicing Facility

Owner: Cleveland Hopkins International Airport – Dept. of Port Control ; 5300

Riverside Dr. Cleveland, Ohio 44181

Client Contact: City of Cleveland, Mike Ibos – 216-898-5228

Project Value: \$45,000,000.00

Date of Construction: September 2005 - 2007

In September, 2005, Independence Excavating received the Notice to Proceed for the Centralized Deicing Facility at Cleveland Hopkins Airport, a project valued at \$45 million dollars.

A sample of the volume of work performed in this short time frame provides a reference for the magnitude of this accomplishment: 200,000 cubic yards of excavation; 150,000 tons of concrete removed and recycled into aggregate; 55,000 linear feet of drainage piping from four to 54 inches in diameter; 180,000 tons of pavement sub-base stone; 53 miles of electrical cable; A major feature of the project was the installation of 223 pieces of 23-ton pre-cast con span for a 2 million gallon underground storage tank (UST) installed on a 2 foot thick reinforced concrete mat foundation. The purpose of the UST is to store runoff of various concentrations of water contaminated with Glycol Deicing Fluids and had to be water tight with no detectable leakage. An extensive waterproofing system was applied to all walls and joints in particular. The UST was bounded by four active Taxiways and within close proximity to an active Runway. Height restrictions in this location required constant coordination and communication with Air Traffic Control during the setting of the sections using a 500 Ton AT Hydraulic Crane to prevent encroachment in active airspace.; 1,393,000 SF of geo-synthetic clay liner, 28 acres of 16-inch, full-strength concrete pavement over an eight-inch concrete base; five acres of eight-inch, full-strength concrete pavement over four-inches of base concrete; 22,000 tons of asphalt shoulders and service roads; 18 acres of sod, and 13 acres of seeding.

In addition to the work on the main site, we also performed work on an additional 2.5 acre section of the project know as Site A. This is essentially the nerve center of the deicing operation. It includes cast-in-place diversion vaults housing 12 large-diameter gate valves (24-inches to 48-inches), six above-ground storage tanks (10,000 to 20,000 gallons) for deicing fluid, pumps, and a large electrical motor control center which operates the equipment while providing complete system information for the operators.

Beyond the actual construction work required, there are also the added constraints of working within an active airfield. For example, all personnel entering the site must be badged or escorted, and crane heights must be monitored closely due to air traffic. In addition, the main access to the site is across the primary taxiway for Continental Airlines, requiring flaggers for ground traffic -- not to mention protection of the numerous active lighting and guidance cables used by air traffic.



To add to the already aggressive one-year construction completion schedule, there were four other individual milestones which had to be met. Two of these milestones required complete removal and replacement of significant sections of taxiways K (KILO) and J (JULIETT) in only 45 days. Within that short time frame, the pavement had to be re-opened for plane traffic, with all lighting operational, and all sod within the safety areas installed. The third milestone involved connecting the new deicing pad to existing taxiway L (LIMA), and the fourth milestone was the substantial completion of Site A. Each milestone was subject to liquidated damages from \$10,000 to \$25,000 per day if the deadlines were not met. Independence crews met the imposed deadlines without penalty.





INDEPENDENCE EXCAVATING, INC. PROJECT PROFILE

Burke Lakefront Airport Runway 6L-24R Safety Improvements

Location: Cleveland, Ohio

Client: City of Cleveland, 601 Lakeside Ave., Cleveland, OH 44114

Client Contact: Mike Ibos (216) 898-5228

Contract Value: \$16,219,000.00

Construction dates: July 2013 – December 2013

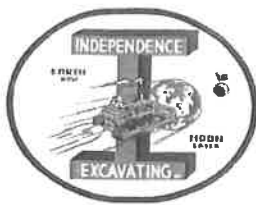
Independence Excavating performs site work for extension of runway 6L-24R to the east and installation of 1.5 acres Engineered Material Arresting System (EMAS) at the west end including 120,000 cy of site cut and fill, drainage, 120 acres of seeding, 51,000 SY asphalt paving, pavement marking and new navigational aid equipment and runway lighting.

Unique features of the project included an accelerated schedule with completion in one construction season instead of two and extensive subgrade stabilization requirements due to high water table from Lake Erie and previous use of airport property as a landfill.



- Installation of 1.5 acres of EMAS
- 120,000 CY of cut to fill
- Accelerated schedule requiring completion in 1 construction season





INDEPENDENCE EXCAVATING, INC. PROJECT PROFILE

Cleveland Hopkins Int'l North Airfield Improvements

Location: Cleveland, Ohio

Owner: Mike, Ibos, City of Cleveland

Address: 601 Lakeside Ave., Rm. 128 Cleveland, Ohio 44114

Phone: 216-898-5228

Project Value: 24,662,943.00

Dates of Construction: April 2018 – July 2019

The City of Cleveland Department of Port Control (DPC) officially awarded Independence Excavating, Inc. (IX) the \$24-million-dollar, Phase 1 contract of the North Airfield Improvement Project. This project encompasses 5 phases: phases 1–3 will be need to be completed by November 15, 2018, and Phases 4–5 to be completed by July 15, 2019. The aggressive project schedule includes the final project completion milestones, as well as intermittent milestones that must be met in order to meet the FAA'S NOTAM'S (Notice to Airman's), which includes the opening of active taxiways and runways.

Some of the major technical items include 1,400 LF of 120-inch RCP, 2,900 LF of 114-inch RCP, 2,300 LF of 96-inch RCP, and 1,000 LF of 84-inch RCP storm sewer that averaged 32' in depth. The drainage system also includes 10 cast in place structures that averaged 20' x 17'. The scope required construction of a new high-speed taxiway, which includes a new 6-inch underdrain, 16-inch Portland Cement Concrete Paving (PCC), 8-inch lean concrete base, variable depth P-219 aggregate base course, new hot mix asphalt shoulders, and new taxiway lighting and signage. The installation of the large diameter pipe required crossing of existing taxiways and included the removal of 125,000 SY of existing 16-inch PCC, econo-crete, asphalt treated base, and miscellaneous aggregate base material. One innovation IX developed was a plan that was approved by DPC to crush existing concrete pavement on Taxiway C that was being removed. The crushing produced #57 aggregate to be used in the pipe trenches and P-219 material to be used as pavement subbase.



There were several major project hurdles that IX had to contend with on this challenging project. The first involved procuring, starting production and taking delivery of the 120-inch pipe months in advance before the actual April 15 start date. With the help of our RCP supplier, IX was able to meet the production of the large pipe prior to the milestone start date, however we were not permitted to take delivery and stock pipe on site for installation until April 15. The original plan was to stockpile a significant amount of the pipe on site because only 8–10 pipes could be delivered each day, and without the stocked pipe, IX could not meet our installation productions and the milestone dates required. Stocking on site was denied due to new FAA regulations, which was contrary to the information received during the bidding process. This delayed the start of the 120-inch installation by +/- 30 days for which the city granted IX a time extension for Phases 1 & 2. The second hurdle was the proximity of the project being in the middle of an active airfield and having to cross active taxiways with the use of flaggers. Lastly, IX had to protect and support some very large and critical FAA electrical duct banks that crossed the sewer trenches.

Currently, IX has completed installation of all of the 120-inch pipe and has moved into Phase 2 ahead of schedule. The project will shut down late fall and will re-start in the spring of 2019.

On another note, there are two more phases scheduled to bid in the next two years in order to complete the North Airfield Improvements project as a whole. Hopefully, IX will be successful on the next two bids and can transition seamlessly between phases.



INDEPENDENCE EXCAVATING, INC. PROJECT PROFILE

Cleveland Hopkins International Airport - Taxiway Q and Hold Pad

Location: Cleveland, Ohio

Client: City of Cleveland, Dept. of Port Control / Renato Comacho 216-265-6793

Value: \$14,792,000.00

Construction Dates: April 2010 – November 2010

On April 15, 2010, Independence Excavating (IX) remobilized to Cleveland Hopkins International Airport (CLE) for the continuation of the Taxiway (TW) Q and Hold Pad Project that had begun last fall. This project was part of the ARRA stimulus funding.

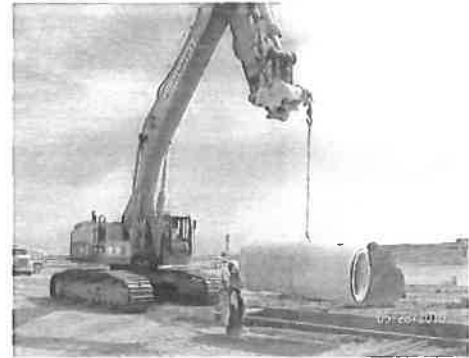
The continuation of the project began with a flurry of activity due to the aggressive schedule. In order to minimize construction activity within the Air Operations Area (AOA), approximately 4,400 linear feet (lf) of temporary fence was installed to isolate the project in the first seven days of work. During the same period, IX and our subcontractors commenced with pavement removal including 36,000 square yards of asphalt milling, over 11,000 cubic yards (cy) of slag subbase removal and nearly 30,000 cy of concrete pavement breaking and removal from 10" to 18" thick. The 55,000 tons of concrete removed in this phase of the project was crushed by our own work forces and is being recycled back into the project as aggregate in the concrete stabilized base course as well as backfill. After the pavement was removed and topsoil stripped, removal of an extensive network of existing underground utilities and structures was necessary to clear the area for new utilities and pavement.

To prepare the site for paving operations, IX moved approximately 40,000 cy of dirt, installed 3,700 lf of sewers from 18" to 48" diameter, installed 6,300 lf of underdrains and set pre-cast manholes and constructed cast in place concrete manholes up to depths of 27 ft.

The paving portion of the project includes 15+ acres of 6" stabilized subgrade fine graded the site to tolerances of less than 1/2 inch, a 6" thick permeable asphalt drainage course, 8" of econcrete stabilized base and 16" of full strength concrete with 35 ft wide x 5" depth asphalt shoulders at the outside edges.

Several unique features are included in our scope of work. There is 1,500 lf of jet blast fence of which 1,125 lf is completed along Postal Road — east of the site. The west side of the site is the location of the first large scale storm water management system at CLE. It includes 650 lf of 12 ft diameter corrugated steel pipe (CSP) for storm water storage and 345 lf of 10 ft -6 inch diameter CSP for a sediment chamber and sand filter system to manage the sediment runoff from the airport. In all, the system has 94,000 cubic feet of capacity, or about 700,000 gallons and has been completed.

Another integral part of the project is the installation of 500 taxiway lights and 20 aircraft guidance signs to direct aircraft. In addition to these electrical elements, the project entails installation of duct banks and equipment to feed new facilities.



In late June, the asphalt drainage course had begun with the concrete paving and electrical items to follow. The next major milestone was the removal and reconstruction of TW K, which intersects the new TW Q and K1. This work required the complete shutdown of a key taxiway and required to be reopened in a mere 45 calendar days. After completion, the balance of existing concrete paving was removed and hauled off site, remaining embankment constructed, and all finish work completed, such as seeding, sodding, pavement striping and markings.

All milestones were met and this project was successfully completed on-time. Liquidated damages would have been \$5,000 per day for project completion and \$6,000 per hour for non-completion of Taxiway K.



INDEPENDENCE EXCAVATING, INC. PROJECT PROFILE

Cleveland Hopkins International Airport- Runway 10-28

Location: Cleveland, Ohio

Client: City of Cleveland / Dennis Avery 216-857-7528

Contract Value: \$19,101,000.00

Construction dates: March 2011 – December 2011

On March 29 2011, Independence Excavating (IX) mobilized to Cleveland Hopkins International Airport (CLE) for phase II of the Runway 10-28 safety area improvements project. The projected start date of March 1, 2011 was delayed by nearly one month due to adverse weather and emergency repairs that had to be performed on another runway. The delayed start required an immediate, coordinated and accelerated effort by our crews, as well as multiple subcontractors. Multiple tasks of the project needed to be performed simultaneously in order to accelerate the schedule and work toward completing the project on its original completion date. The overall purpose of phase II of the Runway 10-28 project was to replace the east end (28) of Runway 10-28, which is parallel to Brookpark Road.



The various recycling processes incorporated in the construction of the runway base courses was unique to this project. The first process was the rubblization of over 51,000 SY of the existing runway, which broke the concrete down in place and proved to be a strong and capable base to support additional subsequent components of the pavement section. Secondly, more than two acres of 24" thick existing runway/taxiway concrete was broken in place to 12" minus sized pieces and then removed, trucked, and placed in deep fills. This not only saved in the amount of material used, but it also helped maintain the schedule by eliminating dirt fill in a spring season that proved to have record-breaking rainfall. Finally, concrete that was removed from the airport was crushed into aggregate by Independence Recycling and used in the low strength Econocrete base course produced at the Harper Company's on-site batch plant. Nearly 35,000 tons was recycled to produce enough Econocrete to pave 74,300 SY.

Concurrent with pavement removal, IX removed a large network of existing underdrain and storm sewers, which proved to be a challenge as pipe removals needed to be strategically chosen to maintain as much drainage as possible. Maintaining drainage across the job site was key for installing the new storm system consisting of 13,000 LF of underdrains and over 10,000 LF of reinforced concrete pipe, of which 2,500 LF was 90 " in diameter. There were also 27 precast manholes and catch basins, some of which

exceeded 24 tons. Three storm structures were too large to precast, so IX concrete crews were enlisted to cast them in place. In addition to the pipe work, the storm system included excavation of an 118,000 CY dry pond with a paved concrete gutter, 271 LF of 48" bored and jacked underneath Brookpark Road and the re-building of the North Detention Basin located north of I-480 off Grayton Road.

The paving portion of the project encompasses the 28 end of Runway 10-28 and several connecting taxiways (U - Uniform, J - Juliet, Y - Yankee & Y1). As part of the reconstructed pavement, Taxiway U was relocated 450' to the East and Taxiway J was re-graded and re-paved to accept the new intersecting location of Taxiway U. Taxiways Y and Yankee 1 were also reconfigured to connect with the end of the newly extended runway. Once all paving operations were complete more than 74,000 SY of 8" thick Econocrete base course, 71,000 SY of 14" thick Portland cement concrete pavement, and 38,000 SY of 5" thick Bituminous asphalt pavement for shoulders and blast pads was placed.



Once all paving operations were complete, the navigational aids (NAVAID) portion of the project allowed for the new runway to be fully operational. This challenging part of the project required IX crews and our electrical subcontractors to work outside the airport at various locations along State Route 237, inside the Ford plant and on RTA rapid transit property to install the new NAVAID equipment. All of these items needed to be completed, tested, and operational for FAA flight checks in September and subsequent acceptance of the project.

In addition to the major work items above, our scope included runway and taxiway lighting, pavement markings, pavement grooving, and seeding and sodding to finish out the project.

The Runway 10-28 team hit the ground hard and fast to maintain an already aggressive schedule that was shortened due to emergency runway repairs and adverse weather conditions. In order to maintain this aggressive schedule our professional man power, largest iron and most reputable subcontractors in the business were called upon. We completed this project successfully in the early portion of December 2011.

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



Equipment	Year	Equipment type	Make	Serial# / VIN
100-01420 (Cat D3G XL)	02	D001 (Dozers D3 & Smaller)	CAT	CFC00568
100-01430 (Cat D3G XL)	02	D001 (Dozers D3 & Smaller)	CAT	CFC00444
102-00001 (Cat D5K2 HRC Dozer)	18	D010 (Dozers D5 LGP)	CAT	CAT00DSKTKY203828
102-00002 (Cat D5K2 HRC Dozer)	18	D010 (Dozers D5 LGP)	CAT	CAT00DSCKY203827
102-00003 (Cat D5K2 LGP Dozer)	18	D010 (Dozers D5 LGP)	CAT	CAT00D5KHKY205459
102-00004 (Cat D5K2 LGP Dozer)	19	D010 (Dozers D5 LGP)	CAT	OKY205667
102-00005 (Cat D5K2 LGP Dozer)	19	D010 (Dozers D5 LGP)	CAT	CAT00DSKTKY207166
102-01021 (Cat D5K LGP)	16	D010 (Dozers D5 LGP)	CAT	OKY202434
102-01022 (Cat D5K2 LGP)	16	D010 (Dozers D5 LGP)	CAT	CAT00D5KAKY202459
102-01023 (Cat D5K2 LGP)	16	D010 (Dozers D5 LGP)	CAT	KY202460
102-01390 (JD 650H LT)	01	D009 (Dozers D5)	JOHN DEERE	892096
102-01461 (JD 650J LGP)	07	D010 (Dozers D5 LGP)	JOHN DEERE	T0650JX141067
102-01590 (JD 650J LT)	05	D009 (Dozers D5)	JOHN DEERE	T0650JX119444
102-01591 (JD 650J LT)	05	D009 (Dozers D5)	JOHN DEERE	T0650JX131202
102-01597 (JD 650J XLT)	11	D009 (Dozers D5)	JOHN DEERE	1T0650JXCBD204348
102-01598 (JD 650K LGP)	18	D010 (Dozers D5 LGP)	JOHN	1T0650KKCF342638
103-00001 (Cat D6T LGP Dozer)	17	D022 (Dozers D6T LGP)	CAT	CAT00D6TJMH700408
103-00002 (Cat D6T LGP VP Dozer)	18	D022 (Dozers D6T LGP)	CAT	CAT00D6TLMH700429
103-00003 (Cat D6T LGP Dozer)	18	D022 (Dozers D6T LGP)	CAT	0MH700807
103-01120 (Cat D6H II)	94	D021 (Dozers D6T)	CAT	3ZF04380
103-01360 (Cat D6R XL II)	98	D021 (Dozers D6T)	CAT	3ZN00591
103-01401 (Cat D6R III LGP)	07	D022 (Dozers D6T LGP)	CAT	WRG00801
103-01500 (Cat D6R II LGP)	04	D022 (Dozers D6T LGP)	CAT	ADE00389
103-01501 (Cat D6T LGP)	16	D022 (Dozers D6T LGP)	CAT	ORAD00426
103-01525 (Cat D6T XL)	10	D021 (Dozers D6T)	CAT	LAY01633
103-01526 (Cat D6T XL)	08	D021 (Dozers D6T)	CAT	CAT00D6TELAY00881
103-01600 (Cat D6N LGP)	07	D018 (Dozers D6N LGP)	CAT	AKM02205
103-01601 (Cat D6N LGP)	07	D018 (Dozers D6N LGP)	CAT	ALY02674
103-01603 (Cat D6N LGP)	13	D018 (Dozers D6N LGP)	CAT	PBA00895
103-01604 (Cat D6N LGP)	14	D018 (Dozers D6N LGP)	CAT	PBA01973
103-01605 (Cat D6N LGP)	12	D018 (Dozers D6N LGP)	CAT	D6NCGHS01429
104-01470 (Cat D7R II)	02	D025 (Dozers D7)	CAT	AEC00598
104-01475 (Cat D7R 2XR)	07	D025 (Dozers D7)	CAT	AGN01761
104-01485 (Cat D7E)	10	D025 (Dozers D7)	CAT	MDB00142
104-01540 (Cat D7R II)	05	D025 (Dozers D7)	CAT	AEC00883
104-01541 (Cat D7RII)	07	D025 (Dozers D7)	CAT	AEC01709
104-01542 (Cat D7R XRII)	16	D025 (Dozers D7)	CAT	AGN00937
104-01560 (Cat D7R LGP)	03	D026 (Dozers D7 LGP)	CAT	AFG00526
105-00001 (Cat D8T)	16	D029 (Dozers D8)	CAT	FMC00691
105-01581 (Cat D8T)	13	D029 (Dozers D8)	CAT	0MLN01512
105-01582 (Cat D8T SS RR)	13	D029 (Dozers D8)	CAT	MLN01639
106-01440 (Cat D9R)	99	D032 (Dozers D9)	CAT	7TL01253
106-01610 (Cat D9R)	01	D032 (Dozers D9)	CAT	ABK00552
106-01620 (Cat D9R)	01	D032 (Dozers D9)	CAT	ABK00553
106-01621 (Cat D9T)	11	D032 (Dozers D9)	CAT	RJS01622
107-01530 (Cat D10R)	00	D035 (Dozers D10)	CAT	3KR01445
107-01531 (Cat D10T)	09	D035 (Dozers D10)	CAT	CAT0D10TTRJG02019
108-01700 (Cat D11T)	16	D038 (Dozers D11)	CAT	GEB00278
110-03592 (Cat 416E QD)	07	B001 (Backhoe Loaders)	CAT	SHA03826
110-03593 (Cat 416E QD)	07	B001 (Backhoe Loaders)	CAT	SHA03884
110-03596 (Cat 416E QD)	08	B001 (Backhoe Loaders)	CAT	SHA06550
110-03597 (Cat 416E QD)	09	B001 (Backhoe Loaders)	CAT	0SHA06553
111-02130 (Cat 963C)	04	L001 (Track Loader)	CAT	BBD00996
111-02141 (Cat 963D)	08	L001 (Track Loader)	CAT	LCS00383
112-02011 (JD 544K)	11	L004 (930 & Smaller Wheel Loaders)	JOHN DEERE	1DW544KPEB0636174
112-02180 (Cat 928G)	99	L004 (930 & Smaller Wheel Loaders)	CAT	6XR01218
112-02185 (Cat 930K)	12	L004 (930 & Smaller Wheel Loaders)	CAT	0RHN00503
112-02186 (Cat 930K)	12	L004 (930 & Smaller Wheel Loaders)	CAT	RHN01241
112-02187 (Cat 930K)	12	L004 (930 & Smaller Wheel Loaders)	CAT	RHN00605
112-02188 (Cat 930K)	13	L004 (930 & Smaller Wheel Loaders)	CAT	RHN00937
114-00001 (Cat 950M)	15	L010 (950 Wheel Loaders)	CAT	0EMB00587

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



114-00002 (Cat 950M)	17	L010 (950 Wheel Loaders)	CAT	CAT0950MKJ1S00510
114-00003 (Cat 950M)	19	L010 (950 Wheel Loaders)	CAT	CAT0950MCJ1S02205
114-02060 (Cat 950G II)	02	L010 (950 Wheel Loaders)	CAT	950GC3JW02780
114-02065 (Cat 950G II)	04	L010 (950 Wheel Loaders)	CAT	AXR00288
114-02070 (Cat 950B)	12	L010 (950 Wheel Loaders)	CAT	22Z00823
114-02090 (Cat 950F II)	98	L010 (950 Wheel Loaders)	CAT	5SK02842
114-02110 (Cat 962G)	02	L013 (966 Wheel Loaders)	CAT	4PW00263
114-02191 (Cat 950H)	11	L010 (950 Wheel Loaders)	CAT	CAT0950HLJ5J01611
114-02193 (Cat 950K)	12	L010 (950 Wheel Loaders)	CAT	0R4A00586
114-02195 (Cat 950M)	15	L010 (950 Wheel Loaders)	CAT	CAT0950MLEMB00664
114-02196 (Cat 950M)	16	L010 (950 Wheel Loaders)	CAT	EMB00400
114-02197 (Cat 950M)	16	L010 (950 Wheel Loaders)	CAT	EMB00963
115-00001 (Cat 966M Wheel Loader w/MatArm)	18	L013 (966 Wheel Loaders)	CAT	CAT0966MLKJP02617
115-00002 (Cat 966H)	11	L013 (966 Wheel Loaders)	CAT	CAT0966HPA6J01901
115-02510 (Cat 966E)	06	L013 (966 Wheel Loaders)	CAT	99Y07266
115-02511 (Cat 966G II)	04	L013 (966 Wheel Loaders)	CAT	ANZ00992
116-02192 (Cat 972G)	01	L016 (972 Wheel Loaders)	CAT	CAT0972GK7LS00426
116-02194 (Cat 972K)	11	L016 (972 Wheel Loaders)	CAT	CAT0972KTZ4W00128
117-02320 (Cat 980C)	83	L019 (980 Wheel Loaders)	CAT	63X4911
117-02540 (Cat 980H)	07	L019 (980 Wheel Loaders)	CAT	JMS03155
117-02610 (Cat 980H)	08	L019 (980 Wheel Loaders)	CAT	Cat0980HCJMS04085
117-02620 (Cat 980M)	15	L019 (980 Wheel Loaders)	CAT	CAT0980MJKRS00769
117-02630 (Cat 980M)	16	L019 (980 Wheel Loaders)	CAT	KRS01845
118-02595 (Cat 988G)	02	L022 (988 Wheel Loaders)	CAT	CAT0988GT8NH00659
118-02596 (Cat 988H)	06	L022 (988 Wheel Loaders)	CAT	BXY01241
119-00001 (Cat 930 Broom Attach.)	15	L030 (Wheel Loader Sweeper)	CAT	07AW02654
119-00002 (Cat 930 Broom Attach.)	19	L030 (Wheel Loader Sweeper)	CAT	07AW02650
119-06030 (Midland Road Widener)		L029 (Road Widener)	MIDLAND	224
119-09175 (Cat 980 Demo Bkt)	04	L026 (Wheel Loader Demo Buckets)	CAT	1155
119-09176 (Cat 980 Demo Bkt)	04	L026 (Wheel Loader Demo Buckets)	ANVIL	
119-09830 (Rivineus Stone Spreader)		SP01 (Spreader Equipment)	RIVINEUS	6B85193
120-00001 (Takeuchi TB290CR Mini Exc)	17	E010 (Mini Excavators 18K lbs)	TAKEUCHI	185103570
120-00002 (Takeuchi TB290 Mini Exc)	18	E010 (Mini Excavators 18K lbs)	TAKEUCHI	185106114
120-00003 (Takeuchi TB260 Mini Exc)	18	E004 (Mini Excavators 12K lbs)	TAKEUCHI	126103517
120-00004 (Cat 308E2 CRSB)	18	E010 (Mini Excavators 18K lbs)	CAT	CAT0308ETFJX10040
120-00005 (Takeuchi TB260 Mini Exc (Thmb))	19	E004 (Mini Excavators 12K lbs)	TAKEUCHI	126103459
120-03079 (Takeuchi TB250)	11	E004 (Mini Excavators 12K lbs)	TAKEUCHI	125001694
120-03087 (Takeuchi TB235CR)	14	E001 (Mini Excavators 10K lbs)	TAKEUCHI	123504415
120-03089 (Takeuchi TB260 CR)	14	E004 (Mini Excavators 12K lbs)	TAKEUCHI	126100086
120-03092 (Takeuchi TB180 FR)	14	E010 (Mini Excavators 18K lbs)	TAKEUCHI	178401240
120-03093 (Takeuchi TB138FRC)	14	E001 (Mini Excavators 10K lbs)	TAKEUCHI	138200897
120-03094 (Cat 308E CR)	14	E010 (Mini Excavators 18K lbs)	CAT	0FJX01149
120-03095 (Takeuchi TB280FR)	15	E010 (Mini Excavators 18K lbs)	TAKEUCHI	178500084
120-03096 (Takeuchi TB235)	15	E001 (Mini Excavators 10K lbs)	TAKEUCHI	123505168
120-03097 (Takeuchi TB260CR)	15	E004 (Mini Excavators 12K lbs)	TAKEUCHI	126100510
120-03098 (Takeuchi TB290CR)	15	E010 (Mini Excavators 18K lbs)	TAKEUCHI	185101825
120-03099 (Takeuchi TB240CRA)	15	E001 (Mini Excavators 10K lbs)	TAKEUCHI	124000439
120-03100 (Takeuchi TB260CR)	16	E004 (Mini Excavators 12K lbs)	TAKEUCHI	126101153
120-03101 (Takeuchi TB290CR)	16	E010 (Mini Excavators 18K lbs)	TAKEUCHI	185102154
120-03102 (Takeuchi TB260)	16	E004 (Mini Excavators 12K lbs)	TAKEUCHI	126101297
120-03103 (Takeuchi TB240)	16	E001 (Mini Excavators 10K lbs)	TAKEUCHI	124001314
120-03104 (Takeuchi TB290)	16	E010 (Mini Excavators 18K lbs)	TAKEUCHI	185103293
120-03107 (Takeuchi TB240)	16	E001 (Mini Excavators 10K lbs)	TAKEUCHI	124001876
121-00001 (Komatsu PC 138 USLC-11 (HK))	17	E013 (Excavators PC 138)	KOMATSU	50710
121-03862 (Komatsu PC138 USLC-8)	08	E013 (Excavators PC 138)	KOMATSU	23305
121-03864 (Komatsu PC138 USLC-10 (HK)(2W))	14	E013 (Excavators PC 138)	KOMATSU	40736
121-03865 (Komatsu PC138 USLC-10)	15	E013 (Excavators PC 138)	KOMATSU	40911
121-03866 (Komatsu PC138 USLC-10)	15	E013 (Excavators PC 138)	KOMATSU	42478
121-03867 (Komatsu PC138 LC-10 (HK)(2W))	15	E013 (Excavators PC 138)	KOMATSU	41999
121-03868 (Komatsu PC138 USLC-11 (HK))	16	E013 (Excavators PC 138)	KOMATSU	GA050446
121-03869 (Komatsu PC138 USLC-11)	16	E013 (Excavators PC 138)	KOMATSU	50199
121-03891 (Komatsu PC138 USLC-11)	16	E013 (Excavators PC 138)	KOMATSU	KMTPC261CFA050080

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



122-00001 (Cat 323 CGC,HAM,SHEAR,JEWEL)	18	E016 (Excavators Cat 320)	CAT	CAT00323CRAZ00568
122-00002 (Cat 323 Hydraulic Exc)	16	E016 (Excavators Cat 320)	CAT	CAT0323FKYEJ10001
122-00003 (Cat 323 CGC,HAM,SHEAR,JEWEL)	19	E016 (Excavators Cat 320)	CAT	CAT00323TRAZ10082
122-00004 (Cat 323)	19	E016 (Excavators Cat 320)	CAT	ORAZ10213
122-01160 (Komatsu PC200-LC8)	05	E019 (Excavators PC 228)	KOMATSU	A88526
122-01171 (Komatsu PC228(HK/JC))	16	E019 (Excavators PC 228)	KOMATSU	KMTPC250HEC001740
122-03765 (Komatsu PC228 USLC-8(HK)(MG))	12	E019 (Excavators PC 228)	KOMATSU	50511
122-03766 (Komatsu PC228 USLC-8)	12	E019 (Excavators PC 228)	KOMATSU	50729
122-03767 (Komatsu PC228 USLC-10,(HK)(2W))	15	E019 (Excavators PC 228)	KOMATSU	1334
122-03768 (Komatsu PC228 USLC-10(HK))	15	E019 (Excavators PC 228)	KOMATSU	1381
122-03769 (Komatsu PC228 USLC-10 (HK))	16	E019 (Excavators PC 228)	KOMATSU	2514
122-03771 (Komatsu PC228 USLC-10)	15	E019 (Excavators PC 228)	KOMATSU	1476
122-03817 (Cat 320D (HK/SK/JC))	08	E016 (Excavators Cat 320)	CAT	PHX02258
122-03818 (Cat 320D)	09	E016 (Excavators Cat 320)	CAT	PHX02661
122-03821 (Cat 320D)	10	E016 (Excavators Cat 320)	CAT	OSPN00601
122-03822 (Cat 320D)	11	E016 (Excavators Cat 320)	CAT	Cat0320dcSPN01358
122-03823 (Cat 320D)	11	E016 (Excavators Cat 320)	CAT	SPN01441
122-03824 (Cat 320E)	12	E016 (Excavators Cat 320)	CAT	CAT0320EEWBK00317
122-03825 (Cat 320E)	12	E016 (Excavators Cat 320)	CAT	CAT0320EPWBK00547
122-03826 (Cat 320E)	12	E016 (Excavators Cat 320)	CAT	WBK01530
123-00001 (Cat 336F,HAM,SHEAR,JEWEL,MAG)	17	E022 (Excavators 350 / 336)	CAT	CAT0336FCRKB10034
123-00002 (Cat 336FL HAM,SHEAR,JEWEL,MAG)	17	E022 (Excavators 350 / 336)	CAT	CAT0336FCRKB10025
123-00003 (Cat 336FL CGC,HAM,MED FLOW)	17	E022 (Excavators 350 / 336)	CAT	PRKB10408
123-00004 (Cat 336FL HAM, SHEAR,JEWEL,MAG)	17	E022 (Excavators 350 / 336)	CAT	VRKB10415
123-00005 (Cat 336FL CGC,HAM,MED FLOW)	18	E022 (Excavators 350 / 336)	CAT	ORKB20261
123-00006 (Cat 336FL CGC,HAM)	18	E022 (Excavators 350 / 336)	CAT	CAT0336FLRKB20266
123-00007 (Cat 336F CGC,HAM)	18	E022 (Excavators 350 / 336)	CAT	CAT0336FPRKB20968
123-00008 (Cat 335F CGC,HAM)	18	E022 (Excavators 350 / 336)	CAT	SGJ20300
123-00009 (CAT 336 TC)	19	E022 (Excavators 350 / 336)	CAT	DKS00516
123-00010 (CAT 336 TC)	19	E022 (Excavators 350 / 336)	CAT	CDKS00772
123-00011 (CAT 336)	19	E022 (Excavators 350 / 336)	CAT	CAT00336CDKS01257
123-03841 (JD 350G,HAM,JEWELL)	12	E022 (Excavators 350 / 336)	JOHN DEERE	1FF350GXJCE808565
123-03842 (JD 350G)	12	E022 (Excavators 350 / 336)	JOHN DEERE	1FF350GXECE808607
123-03843 (JD 350D)	12	E022 (Excavators 350 / 336)	JOHN DEERE	1FF350DXHA0807213
123-03845 (JD 350G)	12	E022 (Excavators 350 / 336)	JOHN DEERE	1FF350GXTC808593
123-03846 (JD 350G)	12	E022 (Excavators 350 / 336)	JOHN DEERE	1FF350GXTC808772
123-03847 (Hitachi 350)	12	E022 (Excavators 350 / 336)	HITACHI	1FFDDC70HCE930197
123-03855 (JD 350D)	10	E022 (Excavators 350 / 336)	JOHN DEERE	806932
123-03857 (JD 350D)	11	E022 (Excavators 350 / 336)	JOHN DEERE	1FF350DXLA0807212
123-03871 (JD 350G)	14	E022 (Excavators 350 / 336)	JOHN DEERE	1FF350GXPEE809859
123-03872 (JD 350G)	14	E022 (Excavators 350 / 336)	JOHN DEERE	1FF350GXJEE810061
123-03873 (JD 350G HAM,SHEAR,JEWEL)	14	E022 (Excavators 350 / 336)	JOHN DEERE	1FF350GXEEE810067
123-03874 (JD 350G HAM,SHEAR,JEWEL)	14	E022 (Excavators 350 / 336)	JOHN DEERE	1FF350GXVEE810063
123-03875 (JD 350G)	15	E022 (Excavators 350 / 336)	JOHN DEERE	1FF350GXPEE810090
123-03876 (JD 350G HAM,SHEAR,JEWEL)	15	E022 (Excavators 350 / 336)	JOHN DEERE	1FF350GXKFF810930
123-03877 (JD 350G,HAM,SHEAR,JEWEL)	15	E022 (Excavators 350 / 336)	JOHN DEERE	1FF350GXCF810932
123-03878 (JD 350G,HAM,SHEAR,JEWEL)	16	E022 (Excavators 350 / 336)	JOHN DEERE	1FF350GXCF810929
124-00001 (JD 470G LC)	15	E025 (Excavators 352 / 470)	JOHN DEERE	1FF470GXFE471181
124-00002 (Cat 352F BCF3)	19	E025 (Excavators 352 / 470)	CAT	0A9J20060
124-03485 (JD 450D)	08	E025 (Excavators 352 / 470)	JOHN DEERE	FF450DX913294
124-03486 (JD 450)	07	E025 (Excavators 352 / 470)	JOHN DEERE	FF450CX091367
124-03487 (JD 470G)	13	E025 (Excavators 352 / 470)	JOHN DEERE	1FF470GXHCE470560
124-03488 (JD 470G LC)	15	E025 (Excavators 352 / 470)	JOHN DEERE	1FF470GXCFE471182
124-03681 (Cat 352F)	15	E025 (Excavators 352 / 470)	CAT	0A9J00257
124-03682 (Cat 352F)	16	E025 (Excavators 352 / 470)	CAT	A9J00279
124-03683 (Cat 352F)	16	E025 (Excavators 352 / 470)	CAT	CAT0352FKA9J00280
124-03944 (Cat 345D Excavator)	09	E025 (Excavators 352 / 470)	CAT	RAJ00338
124-03945 (Cat 345D)	09	E025 (Excavators 352 / 470)	CAT	RAJ00328
124-03946 (Cat 345D)	10	E025 (Excavators 352 / 470)	CAT	ORAJ00386
124-03947 (Cat 349E)	13	E025 (Excavators 352 / 470)	CAT	ODGE00346
126-00001 (John Deere 870G LC Exc)	16	E031 (Excavators 390 / 870)	JOHN DEERE	1FF870GXPF870131
126-00002 (Cat 390FL Exc)	17	E031 (Excavators 390 / 870)	CAT	FEH10019

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



126-00003 (John Deere 870G LC Exc)	17	E031 (Excavators 390 / 870)	JOHN DEERE	1FF870GXVHF890012
126-03793 (JD 850D)	06	E031 (Excavators 390 / 870)	JOHN DEERE	FF850DX973002
126-03795 (JD 870G)	15	E031 (Excavators 390 / 870)	JOHN DEERE	1FF870GXHFE870107
127-00001 (Cat 6015B Mass Exc)	17	E034 (Excavators PC 1250)	CAT	CAT6015BTLWN00412
127-0000B (Cat 6015 / PC1250 Buckets)		E034 (Excavators PC 1250)		
127-03911 (Komatsu PC1250 LC-8)	07	E034 (Excavators PC 1250)	KOMATSU	30030
127-03912 (Komatsu PC1250LC-8)	15	E034 (Excavators PC 1250)	KOMATSU	30283
129-03380 (Cat 245B)	90	E040 (Excavators High Reach)	CAT	6MF00597
130-03000 (Fuchs MHL350D)	10	E043 (Excavators Material Handlers)	FUCHS	M350/1730
130-03001 (Fuchs MHL350)	08	E043 (Excavators Material Handlers)	FUCHS	350210/1497
132-04200 (Morooka MR MST-2200 VD)	10	T001 (Marookas & Mini Artic Trucks)	MOROOKA	223334
133-04564 (Cat 730C)	16	T007 (Trucks 30 ton)	CAT	2T400464
133-04565 (Cat 730)	19	T007 (Trucks 30 ton)	CAT	03T300230
134-00001 (Cat 745 Artic Haul Trk)	18	T013 (Trucks 40 ton)	CAT	CAT00745L3T600297
134-00002 (CAT 745 Artic Haul Trk)	19	T013 (Trucks 40 ton)	CAT	3T601675
134-04420 (Cat 740)	06	T013 (Trucks 40 ton)	CAT	0AXM01966
134-04430 (Cat 740B)	12	T013 (Trucks 40 ton)	CAT	T4R00753
134-04431 (Cat 740B)	12	T013 (Trucks 40 ton)	CAT	T4R00378
134-04432 (Cat 745C)	15	T013 (Trucks 40 ton)	CAT	0TFK00265
134-04433 (Cat 745C)	15	T013 (Trucks 40 ton)	CAT	0TFK00266
134-04434 (Cat 745C)	15	T013 (Trucks 40 ton)	CAT	TFK00192
134-04435 (Cat 745C)	15	T013 (Trucks 40 ton)	CAT	0tfk00424
136-04560 (Cat 773E)	04	T019 (Trucks 60 ton)	CAT	CAT0773ECBDA00571
136-04561 (Cat 773E)	05	T019 (Trucks 60 ton)	CAT	BDA00935
136-04562 (Cat 773E)	05	T019 (Trucks 60 ton)	CAT	CAT0773ETBDA00748
136-04563 (Cat 773E)	05	T019 (Trucks 60 ton)	CAT	CAT0773EJBDA00771
136-04890 (Cat 775D)	99	T022 (Trucks 70 Ton)	CAT	8AS00144
136-04900 (Cat 775D)	96	T022 (Trucks 70 Ton)	CAT	6KR00096
136-04910 (Cat 775D)	96	T022 (Trucks 70 Ton)	CAT	6KR00092
136-04920 (Cat 775D)	96	T022 (Trucks 70 Ton)	CAT	6KR00113
137-00001 (Cat 777D)	04	T025 (Trucks 100 ton)	CAT	AGC1413
137-00002 (Cat 777D)	01	T025 (Trucks 100 ton)	CAT	AGC713
137-00003 (Cat 777D)	00	T025 (Trucks 100 ton)	CAT	AGC733
137-04961 (Cat 777D)	05	T025 (Trucks 100 ton)	CAT	AGC1990
137-04962 (Cat 777D)	01	T025 (Trucks 100 ton)	CAT	AGC711
137-04963 (Cat 777D)	01	T025 (Trucks 100 ton)	CAT	AGC307
140-00001 (Cat CS56 Smooth Drum Roller)	11	R001 (Roller Smooth Drum)	CAT	OC5S01259
140-06262 (Cat CS563E)	04	R001 (Roller Smooth Drum)	CAT	CNG00554
140-06263 (Cat CS563E)	03	R001 (Roller Smooth Drum)	CAT	CATCS563HCNG00316
140-06264 (Cat CS56)	09	R001 (Roller Smooth Drum)	CAT	C5S00753
140-06265 (Cat CS56)	08	R001 (Roller Smooth Drum)	CAT	C5S00530
140-06266 (Cat CS56)	08	R001 (Roller Smooth Drum)	CAT	C5S00574
140-06267 (Cat CS563D)	01	R001 (Roller Smooth Drum)	CAT	9MW00597
140-06370 (Dynapac CA215)	01	R001 (Roller Smooth Drum)	DYNAPAC	58313371
140-06382 (Cat CS56B)	15	R001 (Roller Smooth Drum)	CAT	L8H01249
140-06390 (Cat CS563D)	01	R001 (Roller Smooth Drum)	CAT	9MW00661
140-06400 (Cat CS563D)	01	R001 (Roller Smooth Drum)	CAT	9MW00660
140-06420 (Cat CS563C)	99	R001 (Roller Smooth Drum)	CAT	4KN01461
140-06430 (Cat CB534D)	03	R005 (Rollers Double Drum)	CAT	CATCB534HEAA00158
140-06440 (Cat CS563D)	99	R001 (Roller Smooth Drum)	CAT	9MW00186
140-06441 (Cat CS563E)	06	R001 (Roller Smooth Drum)	CAT	CNG01737
140-06442 (Cat CS563D)	02	R001 (Roller Smooth Drum)	CAT	2RZ00745
141-00001 (Cat CP56B Pad Foot Roller)	14	R003 (Roller Pad Foot)	CAT	OLHC00455
141-00002 (Hamm H25IVC)	14	R003 (Roller Pad Foot)	HAMM	2020057
141-00003 (Hamm H25IVC)	13	R003 (Roller Pad Foot)	HAMM	H2020050
141-06010 (Rome Tow)		A000 (Ag Tractor Roller Blade)	ROME	60135
141-06015 (Rome Tow)		A000 (Ag Tractor Roller Blade)	ROME	32980
141-06050 (Rome Tow)		A000 (Ag Tractor Roller Blade)	ROME	6833
141-06320 (Cat CP563)	98	R003 (Roller Pad Foot)	CAT	5JN00807
141-06330 (Cat CP/CS 323C)	97	R003 (Roller Pad Foot)	CAT	6DM00191
141-06331 (Cat CP34)	15	R003 (Roller Pad Foot)	CAT	51500105
141-06380 (Cat CP563D)	00	R003 (Roller Pad Foot)	CAT	9ZW00210

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



141-06381 (Cat CP56)	07	R003 (Roller Pad Foot)	CAT	0C5P00107
142-00001 (Cat 815F)		R007 (Compactor 815)	CAT	BKL00464
142-06150 (Cat 815B)	88	R007 (Compactor 815)	CAT	17Z01033
142-06155 (Cat 815F)	05	R007 (Compactor 815)	CAT	0BKL00786
143-06340 (Cat 825C)	80	R009 (Compactor 825)	CAT	86X00426
143-06460 (Cat 825H)	07	R009 (Compactor 825)	CAT	AZW00229
145-06409 (Holmes 16E)	07	A000 (Ag Tractor Roller Blade)	HOLMES	Invoice #8848
145-06410 (Holmes 16D)	03	A000 (Ag Tractor Roller Blade)	HOLMES	Inv.#7376
145-06411 (Holmes 16D)	05	A000 (Ag Tractor Roller Blade)	HOLMES	16352
146-06690 (Dresser 850)		G001 (Grader 12 ft)	DRESSER	200962
147-06610 (Cat 14H)	96	G004 (Grader 14 ft)	CAT	7WJ00320
147-06640 (Cat 140G)	94	G001 (Grader 12 ft)	CAT	72V16727
148-00001 (Cat 16G)	84	G007 (Grader 16 ft)	CAT	93U02363
148-06620 (Cat 16H)	97	G007 (Grader 16 ft)	CAT	6ZJ00369
148-06650 (Cat 16G)	87	G007 (Grader 16 ft)	CAT	93U02690
150-02959 (Bobcat S175)	12	S001 (Skid Steer 236 / 175)	BOBCAT	A3L540175
150-02961 (Bobcat S175)	12	S001 (Skid Steer 236 / 175)	BOBCAT	A3L540988
151-00001 (Bobcat S590)	17	S004 (Skid Steer S590 / S205)	BOBCAT	AR9R17646
151-00002 (Bobcat S590)	17	S004 (Skid Steer S590 / S205)	BOBCAT	AR9R17755
151-00003 (Bobcat S590)	17	S004 (Skid Steer S590 / S205)	BOBCAT	AR9R18065
151-00004 (Bobcat S590)	17	S004 (Skid Steer S590 / S205)	BOBCAT	AR9R18069
151-00005 (Bobcat S590)	18	S004 (Skid Steer S590 / S205)	BOBCAT	AR9R19140
151-00006 (Bobcat S590)	18	S004 (Skid Steer S590 / S205)	BOBCAT	AR9R19138
151-00007 (Bobcat S595 El Pin)	18	S004 (Skid Steer S590 / S205)	BOBCAT	B3NL16844
151-00008 (Bobcat S595)	18	S004 (Skid Steer S590 / S205)	BOBCAT	B3NL16853
151-00009 (Bobcat S595)	18	S004 (Skid Steer S590 / S205)	BOBCAT	B3NL16856
151-00010 (Bobcat S595)	18	S004 (Skid Steer S590 / S205)	BOBCAT	B3NL16858
151-00011 (CAT 242D)	16	S004 (Skid Steer S590 / S205)	CAT	0DZT02699
151-02989 (Bobcat S590)	16	S004 (Skid Steer S590 / S205)	BOBCAT	AR9R16635
151-02990 (Bobcat S590)	16	S004 (Skid Steer S590 / S205)	BOBCAT	AR9R16639
152-01158 (Bobcat S300)		S010 (Skid Steer S750)	BOBCAT	531111931
152-02977 (Bobcat S750)	14	S010 (Skid Steer S750)	BOBCAT	ATDZ14209
152-02978 (Bobcat S750)	14	S010 (Skid Steer S750)	BOBCAT	ATDZ14212
152-02979 (Bobcat S750)	14	S010 (Skid Steer S750)	BOBCAT	ATDZ14213
152-02980 (Bobcat S750)	14	S010 (Skid Steer S750)	BOBCAT	ATDZ14210
152-02991 (Bobcat S750)	15	S010 (Skid Steer S750)	BOBCAT	AT5211061
152-02992 (Bobcat S750)	15	S010 (Skid Steer S750)	BOBCAT	AT5211084
152-02993 (Bobcat S650)	18	S007 (Skid Steer S650)	BOBCAT	ALJ823895
153-00001 (Takeuchi TL12V2-CRH)	17	S019 (Skid Steer TL12)	TAKEUCHI	412000717
153-00002 (Bobcat T740 Track Load SkidStr)	18	S010 (Skid Steer S750)	BOBCAT	B3CA13845
153-00003 (Bobcat T750 TrackLoader SkidSt)	18	S010 (Skid Steer S750)	BOBCAT	AT5T11865
153-00004 (Takeuchi TL 12V2-CRHR)	19	S019 (Skid Steer TL12)	TAKEUCHI	412002056
153-02960 (Takeuchi TL240CR)	12	S016 (Skid Steer TL10)	TAKEUCHI	244001840
153-02967 (Takeuchi TL10)	12	S016 (Skid Steer TL10)	TAKEUCHI	201000024
153-02970 (Takeuchi TL10)	14	S016 (Skid Steer TL10)	TAKEUCHI	201000438
153-02976 (Takeuchi TL10CR)	14	S016 (Skid Steer TL10)	TAKEUCHI	201000944
153-02982 (Takeuchi TL8)	15	S013 (Skid Steer TL8)	TAKEUCHI	200800880
153-02983 (Takeuchi TL8)	15	S013 (Skid Steer TL8)	TAKEUCHI	200800902
153-02984 (Takeuchi TL10)	15	S016 (Skid Steer TL10)	TAKEUCHI	201001883
153-02985 (Takeuchi TL10)	16	S016 (Skid Steer TL10)	TAKEUCHI	201001932
153-02986 (Takeuchi TL10)	16	S016 (Skid Steer TL10)	TAKEUCHI	201002104
153-02987 (Takeuchi TL12V)	16	S019 (Skid Steer TL12)	TAKEUCHI	412000111
153-02988 (Takeuchi TL12V)	16	S019 (Skid Steer TL12)	TAKEUCHI	412000112
156-02210 (JD 9400)	97	A001 (Ag Tractor)	JOHN DEERE	RW9400P001467
156-02211 (AllisChalm 8070)		A001 (Ag Tractor)	ALLS CHLMR	2061
156-02235 (JD 9200)	98	A001 (Ag Tractor)	JOHN DEERE	RW9200P010601
156-02250 (JD 9300)	04	A001 (Ag Tractor)	JOHN DEERE	RW9300P020698
157-09083 (Stoltzfus Sprdr)	08	SP01 (Spreader Equipment)	STOLTZFUS	885808
157-09084 (Stoltzfus Sprdr)	08	SP01 (Spreader Equipment)	STOLTZFUS	886808
157-09085 (Stoltzfus Hydr Sprdr)	03	SP01 (Spreader Equipment)	STOLTZFUS	M2420103
157-09086 (Stoltzfus PTO Sprdr)	03	SP01 (Spreader Equipment)	STOLTZFUS	M2436503
157-09087 (Hydraulic Sprdr)		SP01 (Spreader Equipment)	IX BUILT	BUILT BY IX

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



158-06251 (Wirtgen 250)	15	WI01 (Wirtgen)	WIRTGEN	08-WR0109
160-06700 (Rome TRH-285 Disc)		A002 (Ag Tractor Disc)	ROME	14TRHS26
160-06710 (Rome TRH-285 Disc)		A002 (Ag Tractor Disc)	ROME	
160-06720 (Rome TRH-285 Disc)		A002 (Ag Tractor Disc)	ROME	8TRH1788
160-06730 (Rome TRH-285 Disc)		A002 (Ag Tractor Disc)	ROME	492-113
160-06740 (Rome TRH-285 Disc)		A002 (Ag Tractor Disc)	ROME	TRS-14
160-06750 (Rome TAW 20-28)		A002 (Ag Tractor Disc)	ROME	120763
161-06412 (Degelman RR1500)	06	D040 (Dozer Root Rake)	DEGELMAN	3590
161-06413 (Kenco Root Rake)	06	D040 (Dozer Root Rake)	KENCO	510143
171-00001 (Sweepster 72" Broom)	17	S022 (Skid Steer Sweeper)	SWEEPSTER	1702055
171-00002 (Bobcat Soil Conditioner)	17	S036 (Skid Steer Rake/ Soil Condi)	BOBCAT	651303637
171-00003 (Allied 777 Rammer Hammer)	17	S026 (Skid Steer Hammer)	ALLIED	777A2126
171-00004 (Allied BR555 Hammer)	17	S026 (Skid Steer Hammer)	ALLIED	555A1931
171-00005 (Allied BR555 Hammer)	17	S026 (Skid Steer Hammer)	ALLIED	555A1932
171-00006 (Bobcat 84" Angle Broom)		S022 (Skid Steer Sweeper)	BOBCAT	231422988
171-00007 (Bobcat Soil Conditioner)		S036 (Skid Steer Rake/ Soil Condi)	BOBCAT	651303590
171-00008 (Bobcat LR6B Landscape Rake)	17	S036 (Skid Steer Rake/ Soil Condi)	BOBCAT	63015867
171-00009 (Bradco Salt Spreader)		SNOW (Snow Removal)	BRADCO	MSS003909
171-00010 (Bobcat 84" Snow Blade)	17	S030 (Skid Steer Snow Plow)	BOBCAT	683614952
171-00011 (Bobcat 84" Angle Broom)	17	S022 (Skid Steer Sweeper)	BOBCAT	231422934
171-00012 (Bobcat 76" Rotary Tiller)		S038 (Skid Steer Tiller)	BOBCAT	55105701
171-00013 (Bobcat 84" Angle Broom)		S022 (Skid Steer Sweeper)	BOBCAT	231422115
171-00014 (Boss TGS 600 Salt Spreader)		SNOW (Snow Removal)	BOSS	TG14355
171-00015 (Allied 999 Rammer Hammer)	18	E068 (Mini Excavator Hammer)	ALLIED	999A1320
171-00016 (Bobcat 84" Angle Broom)	13	S022 (Skid Steer Sweeper)	BOBCAT	231423884
171-00017 (Boss TGS 600 Salt Spreader)	19	SNOW (Snow Removal)	BOSS	400841103
171-00018 (Bobcat 72" Soil Conditioner)	18	S036 (Skid Steer Rake/ Soil Condi)	BOBCAT	651303878
171-00019 (Bobcat 84" Angle Broom)	18	S022 (Skid Steer Sweeper)	BOBCAT	231424171
171-00020 (Boss TGS 600 Salt Spreader)	19	SNOW (Snow Removal)	BOSS	401433570
171-00021 (Western Pro 900 Salt Spreader)	19	SNOW (Snow Removal)	WESTERN PRO	
171-00022 (Boss TGS 600 Salt Spreader)	19	SNOW (Snow Removal)	BOSS	401464242
171-00023 (Boss TGS 800 Salt Spreader)	19	SNOW (Snow Removal)	BOSS	401216622
171-00024 (Bobcat 84" Angle Broom)	18	S022 (Skid Steer Sweeper)	BOBCAT	231424331
171-00025 (Bobcat 72" Soil Conditioner)		S036 (Skid Steer Rake/ Soil Condi)	BOBCAT	651303870
171-00026 (Bobcat 84" Angled Broom)		S022 (Skid Steer Sweeper)	BOBCAT	231424324
171-00027 (Bobcat Soil Conditioner)		S036 (Skid Steer Rake/ Soil Condi)	BOBCAT	651303994
171-09316 (Allied BR522)		S026 (Skid Steer Hammer)	ALLIED	22181236
171-09334 (Allied BR623)		S026 (Skid Steer Hammer)	ALLIED	23ba4797
171-09336 (Allied BR111)		S026 (Skid Steer Hammer)	ALLIED	111A0234
171-09338 (Allied 777)	14	S026 (Skid Steer Hammer)	ALLIED	777A0997
171-09339 (Allied 777)	14	S026 (Skid Steer Hammer)	ALLIED	77A1261
171-09340 (Atlas Copco SBU340)		S026 (Skid Steer Hammer)	ATLAS COPC	BES019270
171-09381 (Allied BR555)		S026 (Skid Steer Hammer)	RAMMER	555A1304
171-09382 (Allied BR555)		S026 (Skid Steer Hammer)	ALLIED	555A1305
171-09480 (Post Hole Auger)		S024 (Skid Steer Auger)		
171-09481 (Bobcat 30C Auger)		S024 (Skid Steer Auger)	BOBCAT	944524574
171-09482 (Lowe Auger SK200)		E168 (Excavators Forestry Attachment)	LOWE	848718
171-09483 (Bobcat 300 Auger)		S024 (Skid Steer Auger)	BOBCAT	944510197
171-09484 (Cat A26B Auger)	12	E168 (Excavators Forestry Attachment)	CAT	0LLS02184
171-09485 (Bobcat Dump Bucket)		S028 (Skid Steer Dump Bucket)	ATTCH INTR	A129675-6220
171-09486 (Fecon Stump Grinder)	15	E168 (Excavators Forestry Attachment)	FECON	00SH360010115
171-09636 (Bobcat LT313 Trencher)	11	S034 (Skid Steer Trencher)	BOBCAT	45407670
171-09637 (Silt Fence Installer)	11	S032 (Skid Steer Silt Fence)		A74W00316
171-09654 (Sweepstr SB72C)	02	S022 (Skid Steer Sweeper)	SWEEPSTER	225001
171-09656 (Sweepstr SB72C)	08	S022 (Skid Steer Sweeper)	SWEEPSTER	824052
171-09657 (Snow Plow Blade)	05	S030 (Skid Steer Snow Plow)		898
171-09658 (Sweepstr SB72)	06	S022 (Skid Steer Sweeper)	SWPS - 72	063103821072MM-002
171-09662 (Bobcat SB72)	12	S022 (Skid Steer Sweeper)	BOBCAT	783727135
171-09663 (RCS 86" Snow Pusher)		S030 (Skid Steer Snow Plow)	RCS	
171-09664 (Bobcat Mulch Spreader)		S034 (Skid Steer Trencher)	WOODCHUCK	
171-09665 (Bobcat SB72)	13	S022 (Skid Steer Sweeper)	BOBCAT	783729807
171-09666 (Bobcat SB72)	15	S022 (Skid Steer Sweeper)	SWEEPSTER	1533053

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



171-09667 (Bobcat SB72)	13	S022 (Skid Steer Sweeper)	BOBCAT	Lot #10756
171-09668 (Bobcat SB72)	13	S022 (Skid Steer Sweeper)	BOBCAT	Lot #10757
171-09670 (SnoPusher 8')		S030 (Skid Steer Snow Plow)	SNO PUSHER	37690
171-09671 (Sweepster SB72)	16	S022 (Skid Steer Sweeper)	SWEEPSTER	1632022
171-09672 (Sweepster SB72)	16	S022 (Skid Steer Sweeper)	SWEEPSTER	1632023
171-09673 (Bobcat SB72)	16	S022 (Skid Steer Sweeper)	BOBCAT	1618018
171-09674 (Sweeper SB72)	16	S022 (Skid Steer Sweeper)	BOBCAT	1652050
174-00001 (Paladin Sweepster)	17	B002 (Backhoe Broom)	SWEEPSTER	1701002
174-09230 (Allied Hopac 8500)		B005 (Backhoe Hammer)	ALLIED	4762
174-09235 (Allied Hopac 8500)		B005 (Backhoe Hammer)	ALLIED	
174-09291 (Allied Hopac 1600)	07	B005 (Backhoe Hammer)	ALLIED	1683
174-09315 (Allied AR085B)	08	B005 (Backhoe Hammer)	ALLIED	91
174-09350 (LayMor 6HB)	98	RB01 (Ride on Broom)	LAYMOR	26212002
174-09351 (Superior Broom DT74C)	18	RB01 (Ride on Broom)	SUPERIOR BRO	819246
174-09659 (Sweepster LA21197)		B002 (Backhoe Broom)	SWEEPSTER	742020
174-09660 (Sweepster LA21197)		B002 (Backhoe Broom)	SWEEPSTER	823025
174-09661 (Sweepster LA21197)		B002 (Backhoe Broom)	SWEEPSTER	1012017
175-00001 (Felco 42" Compaction Bucket)		E138 (Excavators Compaction Bucket)	FELCO	02-c10-4274-2770
175-00002 (Amulet 60" Tilt Grading Bucke)	08	E138 (Excavators Compaction Bucket)	AMULET	18760
175-00003 (Werk-Brau 60" Tilt DitchBucket)	17	E138 (Excavators Compaction Bucket)	WERK-BRAU	264201-1-1
175-00004 (Werk-Brau 60" Tilt Bucket)	18	E138 (Excavators Compaction Bucket)	WERK-BRAU	274757-1-1
175-00005 (JLG 3"Truss Boom w/Winch)	18	OMEQ (Owned Miscellaneous Equipme	BOBCAT	1001100967
175-09281 (Felco 30" Bucket)		E138 (Excavators Compaction Bucket)	FELCO	
175-09293 (Felco 24")	05	E138 (Excavators Compaction Bucket)	FELCO	02-1600-24-1205-1543
175-09295 (Felco 30")		E138 (Excavators Compaction Bucket)	FELCO	
175-09296 (Felco 36")	02	E138 (Excavators Compaction Bucket)	FELCO	40-152
175-09298 (Anvil 972 Demo Bucket)	05	L026 (Wheel Loader Demo Buckets)	ANVIL	1180
175-OST01 (PC1250 14' 8" stick)		E999 (Excavator Buckets)		w/ stiff arm bracket
175-OST02 (PC1250 14' 8" stick)		E999 (Excavator Buckets)		
175-OST03 (PC1250 11' 2" stick)		E999 (Excavator Buckets)		
175-OST04 (Cat 390 11' 6" stick)		E999 (Excavator Buckets)		
175-OST05 (Cat 390 14' 6" stick)		E999 (Excavator Buckets)		
175-OST06 (Cat 390 17' 6" stick)		E999 (Excavator Buckets)		
175-OST07 (Cat 336 16' stick)		E999 (Excavator Buckets)		
176-CW001 (Compaction Wheel 48")		E141 (Excavators Compaction Wheels)	CUSTOM	
176-CW002 (Compaction Wheel 48")		E141 (Excavators Compaction Wheels)	CUSTOM	
176-CW003 (Compaction Wheel 24")		E141 (Excavators Compaction Wheels)	MGM	
176-CW004 (Compaction Wheel 36")		E141 (Excavators Compaction Wheels)	CAT	
176-CW005 (Compaction Wheel 48")		E141 (Excavators Compaction Wheels)	CUSTOM	
176-CW006 (Compaction Wheel 52")		E141 (Excavators Compaction Wheels)	CUSTOM	
176-CW015 (Compaction Wheel 48")		E141 (Excavators Compaction Wheels)	CUSTOM	
176-CW016 (Compaction Wheel 48")		E141 (Excavators Compaction Wheels)	CUSTOM	
176-CW017 (Compaction Wheel 48")		E141 (Excavators Compaction Wheels)	CUSTOM	
176-CW018 (Compaction Wheel 36")		E141 (Excavators Compaction Wheels)	MCM	
176-CW019 (Compaction Wheel 52")		E141 (Excavators Compaction Wheels)	CUSTOM	
176-CW020 (Compaction Wheel 42")		E141 (Excavators Compaction Wheels)	CUSTOM	
176-CW021 (Compaction Wheel 48")		E141 (Excavators Compaction Wheels)	CUSTOM	
177-00001 (Mat Grapple Fits Cat 320/PC200)	19	E066 (Excavators Mat Grapple)	AMI ROTATING	191624-01-01
177-09150 (Labounty HDR100)		E058 (Excavators 352 / 470 Grapple)	STNLYLBNTY	HDR100523
177-09151 (Labounty HDR40QC)		E052 (Excavators 320 / 228 Grapple)	LABOUNTY	40573
177-09153 (Mat Grapple Fits Cat 320/PC200)	14	E066 (Excavators Mat Grapple)		8517
177-09158 (Labounty HDR 170S)	16	E064 (Excavators 390 / 870 Grapple)	LABOUNTY	
177-09160 (Labounty HDR40)	05	E052 (Excavators 320 / 228 Grapple)	LABOUNTY	HDR40063
177-09161 (Labounty HDR40)	05	E052 (Excavators 320 / 228 Grapple)	LABOUNTY	HDR40064
177-09163 (Labounty HDR40)	08	E052 (Excavators 320 / 228 Grapple)	LABOUNTY	HDR40216
177-09164 (Labounty HDR70QC)		E055 (Excavators 350 / 336 grapple)	LABOUNTY	HDR70511QC
177-09165 (Labounty HDR100)	08	E058 (Excavators 352 / 470 Grapple)	LABOUNTY	100509
177-09166 (Labounty HDR100)		E058 (Excavators 352 / 470 Grapple)	LABOUNTY	HDR100222
177-09167 (Labounty HDR40QC)	08	E052 (Excavators 320 / 228 Grapple)	LABOUNTY	40534
177-09171 (Lemac 385/850)	05	E064 (Excavators 390 / 870 Grapple)	LEMAC	C0514
177-09173 (Labounty HDR70QC)	07	E055 (Excavators 350 / 336 grapple)	LABOUNTY	HDR70QC
177-09174 (Labounty HDR100QC)	07	E058 (Excavators 352 / 470 Grapple)	LABOUNTY	HDR100200

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



177-09177 (Genesis GSD170SA)	04	E064 (Excavators 390 / 870 Grapple)	GENESIS	170105
177-09178 (Magnum JD330 QC)		E055 (Excavators 350 / 336 grapple)	MAGNUM	509063
177-09189 (Genesis GSD250)	02	E065 (Excavators 1250 Grapple)	GENESIS	250100
177-09197 (Labounty HDR100)	08	E058 (Excavators 352 / 470 Grapple)	LABOUNTY	HDR100191
177-09198 (Labounty HDR100QC)	08	E058 (Excavators 352 / 470 Grapple)	LABOUNTY	HDR100190
177-09209 (Labounty HDR100)	11	E058 (Excavators 352 / 470 Grapple)	LABOUNTY	HDR100524
177-09216 (JD 350 PW100 DP)		E055 (Excavators 350 / 336 grapple)	PREC WELDING	PW000002
178-00001 (Allied 4099 Rammer Hammer)	15	E075 (Excavators 350 / 336 Hammer)	ALLIED	4099A1134
178-00002 (Allied Rammer 4099 Hammer)	17	E075 (Excavators 350 / 336 Hammer)	ALLIED	4099A1127
178-00003 (Allied Rammer 4099 Hammer)	17	E075 (Excavators 350 / 336 Hammer)	ALLIED	4099A1376
178-00004 (Allied Rammer 1655 Hammer)	17	E072 (Excavators 320 / 228 Hammers)	ALLIED	1655A0160
178-00005 (Allied 4099 Rammer Hammer)	17	E075 (Excavators 350 / 336 Hammer)	ALLIED	4099A1381
178-00006 (Allied 2166 Rammer Hammer)	18	E072 (Excavators 320 / 228 Hammers)	ALLIED	VL14000047
178-00007 (Allied 2166 Rammer Hammer)	19	E072 (Excavators 320 / 228 Hammers)	ALLIED	2166A0215
178-09308 (Allied G90)		E075 (Excavators 350 / 336 Hammer)	RAMMER	90ADB5525
178-09310 (D&A B200)		E072 (Excavators 320 / 228 Hammers)	D A	V202374
178-09311 (Atlas Copco HB4200)		E078 (Excavators 352 / 470 Hammer)	ATLAS COPC	1702
178-09312 (Chicago PneuCP1650)		E072 (Excavators 320 / 228 Hammers)	CHICG PNMT	10236
178-09313 (Allied G110)	07	E058 (Excavators 352 / 470 Grapple)	ALLIED	11ADB5184
178-09327 (Allied 4099)	15	E075 (Excavators 350 / 336 Hammer)	ALLIED	4099A1091
178-09330 (Allied G130)		E084 (Excavators 390 / 870 Hammer)	RAMMER	13ADA0087
178-09331 (Allied G100)	07	E078 (Excavators 352 / 470 Hammer)	RAMMER	10AAB0332
178-09332 (Allied G90)	04	E075 (Excavators 350 / 336 Hammer)	RAMMER	90ADB5519
178-09333 (Atlas Copco CP1650)	09	E072 (Excavators 320 / 228 Hammers)	ATLAS COPC	10836
178-09383 (CP RX26)		E072 (Excavators 320 / 228 Hammers)	CHIC PNMT	DEQ151755
178-09384 (Allied 4099)	15	E075 (Excavators 350 / 336 Hammer)	ALLIED	4099A1139
178-09385 (Surestrike SS80)		E087 (Excavators Sure Strike Hammer)	SURESTRIKE	SS80001
178-09386 (Allied 5011)	15	E078 (Excavators 352 / 470 Hammer)	ALLIED	
178-09387 (Allied 7013)	16	E084 (Excavators 390 / 870 Hammer)	ALLIED	13BDA0214
179-00001 (Genesis LXP300 Multi Processor)	17	E105 (Excavators 352 / 470 Processor)	GENESIS	320215
179-09193 (Cat 345 CP100)	06	E102 (Excavators 350 / 336 Processor)	CAT	CP100518
179-09194 (Labounty CP80)	06	E102 (Excavators 350 / 336 Processor)	LABOUNTY	CP80548
179-09195 (JD 450 CP100)	07	E102 (Excavators 350 / 336 Processor)	LABOUNTY	CP100539
179-09196 (Labounty CP80)		E102 (Excavators 350 / 336 Processor)	LABOUNTY	CP80595
179-09201 (NPK M-38G)		E105 (Excavators 352 / 470 Processor)	NPK	96314
179-09202 (Cat 336 CP100)		E102 (Excavators 350 / 336 Processor)	LABOUNTY	CP100579
179-09203 (Labounty CP100)	10	E102 (Excavators 350 / 336 Processor)	LABOUNTY	CP100576
179-09204 (LaBounty CP100)	11	E102 (Excavators 350 / 336 Processor)	LABOUNTY	CP100340
179-09210 (LaBounty CP60)	10	E099 (Excavators 320 / 228 Processor)	LABOUNTY	60295
179-09212 (LaBounty CP100)	13	E102 (Excavators 350 / 336 Processor)	LABOUNTY	100625
179-09213 (LaBounty CP100)	14	E102 (Excavators 350 / 336 Processor)	LABOUNTY	CP100594
179-09214 (LaBounty CP100)	14	E102 (Excavators 350 / 336 Processor)	LABOUNTY	CP100639
179-09215 (LaBounty CP100 PW)	16	E102 (Excavators 350 / 336 Processor)	LABOUNTY	9215
179-09216 (Cat 336 CP100 PW)		E102 (Excavators 350 / 336 Processor)	LABOUNTY	
181-09541 (Labounty MSD 70R III)	02	E153 (Excavators 352 / 470 Shear)	LABOUNTY	70902
181-09547 (Labounty BLS40)	04	E148 (Excavators 320 / 228 Shear)	LABOUNTY	40136
181-09553 (Labounty MSD4500R)		E153 (Excavators 352 / 470 Shear)	LABOUNTY	645062
181-09554 (Labounty BLS80)	08	E150 (Excavators 350 / 336 Shear)	LABOUNTY	BLS80190
181-09555 (Labounty UP20)	03	E099 (Excavators 320 / 228 Processor)	LABOUNTY	UP20217
181-09556 (Genesis GRS70)	11	E150 (Excavators 350 / 336 Shear)	GENESIS	72125
181-09557 (Labounty UP25SV)	11	E099 (Excavators 320 / 228 Processor)	LABOUNTY	SNUP25230
181-09558 (LaBounty MSD100R)		E153 (Excavators 352 / 470 Shear)	LABOUNTY	100951R
181-09559 (LaBounty BLS80)	11	E150 (Excavators 350 / 336 Shear)	LABOUNTY	BLS80199
181-09560 (LaBounty MSD1500R)	11	E148 (Excavators 320 / 228 Shear)	LABOUNTY	615269
181-09561 (LaBounty MSD2500R)	11	E150 (Excavators 350 / 336 Shear)	LABOUNTY	626194
181-09562 (LaBounty MSD1500R)		E148 (Excavators 320 / 228 Shear)	LABOUNTY	615143
181-09563 (Genesis GRS70)		E150 (Excavators 350 / 336 Shear)	GENESIS	72138
181-09565 (Genesis GXT775R)	14	E153 (Excavators 352 / 470 Shear)	GENESIS	7751018
181-09566 (LaBounty MSD2500R)	16	E150 (Excavators 350 / 336 Shear)	LABOUNTY	626500
181-09567 (LaBounty 4500R)		E153 (Excavators 352 / 470 Shear)	LABOUNTY	645001
182-09205 (Winkle 48 LSA)		E090 (Excavators Magnet)	WINKLE	MGN0187
182-09206 (Gensco HMag 45)		E090 (Excavators Magnet)	GENSCO	20799-44

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



182-09208 (OH Mag 10kw Generator)		E091 (Excavators Generator)	OH MGNETCS	GP-VC-0166
182-09211 (Baldor 15kw Generator)	11	E091 (Excavators Generator)	BALDOR	Stock #CDMG 2315
184-09100 (TEI Rock Drill)		E072 (Excavators 320 / 228 Hammers)	TEI	
185-00001 (JLG 340AJ Manlift)	17	U001 (Telehandlers)	JLG	300235275
185-00002 (JLG 340AJ Manlift)	01	U001 (Telehandlers)	JLG	300234103
185-00003 (JLG 600S Manlift)	08	U001 (Telehandlers)	JLG	300128456
185-01157 (Gradall 6000lb)		U001 (Telehandlers)	GRADALL	
185-09343 (Clark GCP25)	00	FL01 (Fork Lifts)	CLARK	P365L-0439-9399FB
185-09345 (Clark GCS20I)		FL01 (Fork Lifts)	CLARK	G138I-0395-6811FA
185-09346 (LP GCS20I)		FL01 (Fork Lifts)	LP	P365L-0293-9396FB
185-09347 (Toyota 7FGCU45)	08	FL01 (Fork Lifts)	TOYOTA	70475
185-09374 (JLG G10-55A)	14	U001 (Telehandlers)	JLG	160055869
185-09376 (Gradall 534D9-45)	06	U001 (Telehandlers)	GRADALL	160020925
185-09377 (JLG Scissor 30-35 ft)	05	FL01 (Fork Lifts)	JLG	
185-09379 (JLG G12-55A)		U001 (Telehandlers)	JLG	160057435
186-09109 (Hydro Axe)		FR01 (Forestry Equipment)	HYDRO AXE	2198
186-09487 (Bandit 254 Wood Chipper)		FR01 (Forestry Equipment)	BANDIT	1650
187-00001 (SKZ24 Sheet Pile)		OMEQ (Owned Miscellaneous Equipment)		
191-01101 (Delmag D-12)		CR04 (Crane Attachments)	DELMAG	
191-01145 (D19/42)		CR04 (Crane Attachments)		
191-01156 (Linkbelt LS138II)		CR01 (Cranes)	LINKBELT	H7JO 1361
191-03106 (Grove RT855B)		CR01 (Cranes)	GROVE	87741
192-04030 (Cat 613C II)	98	P001 (Scraper 613)	CAT	8LJ01670
193-04010 (Cat 613B Water Wagon)	78	W004 (Water Wagons)	CAT	38W5571
193-04011 (Cat 611 Water Wagon)		W004 (Water Wagons)	CAT	6S200193
194-09390 (Monsoon BTMGC)	11	W001 (Dust Suppression Machines)	MONSOON	19393
194-09391 (Dust Destroyer)	10	W001 (Dust Suppression Machines)	DST DSTRYR	DD0023
194-09392 (Dust Destroyer)	11	W001 (Dust Suppression Machines)	DST DSTRYR	DD0027
194-09393 (Dust Fighter DF7500 w/Stand)	13	W001 (Dust Suppression Machines)		1302564
195-09321 (Port Pressure Washer 500gal)	07	PW01 (Pressure Washers)	FDS	25705
195-09322 (Port Pressure Washer 500 gal)	07	PW01 (Pressure Washers)	FDS	35507
195-09323 (Port Pressure Washer 525 gal)	09	PW01 (Pressure Washers)	ELSASS	54409
195-09324 (Port Pressure Washer 525 gal)	09	PW01 (Pressure Washers)	ELSASS	51509
195-09325 (Pressure Washer Skid)		PW01 (Pressure Washers)		IX is Building
195-09326 (OBR Pressure Wash/SteamCleaner)		PW01 (Pressure Washers)	LANDA	11095800-100152
196-01137 (DU-OP)		WE01 (Welders)	DU-OP	
196-01147 (DU-OP)		WE01 (Welders)	DU-OP	
196-01154 (DU-OP)		WE01 (Welders)	DU-OP	
196-01167 (Miller 700 DVOPRO)		WE01 (Welders)	MILLER	
196-01168 (Miller 700 DVOPRO)		WE01 (Welders)	MILLER	MD050092E
196-09000 (Obermann VS63-20-D Grout Pump)		WE01 (Welders)	OBERMANN	
196-09100 (Generator Miller Welder)		WE01 (Welders)	MILLER	JA391798
196-09105 (Generator Multiquip Welder)		WE01 (Welders)	MULTIQUIP	4788151
196-09106 (Generator Lincoln SA200 Welder)		WE01 (Welders)	LINCOLN	A-989849
196-09140 (Generator Portable Welder)		WE01 (Welders)		A863976437
197-09200 (Crusher Wrecking Ball 6275 Lb)	03	E165 (Excavators Wrecking Ball)	WRCKNG BAL	
200-00001 (PremierTrack 400 Jaw)	16	C001 (Crushers)	PREMIERTRACK	PIDPR400EOMGB3346
200-00002 (Premier XR400S Jaw Crusher)	14	C001 (Crushers)	PREMIER	9608
200-09204 (JCI 6x20 3D PortScreen)	08	C001 (Crushers)	JCI	5051369
200-09880 (Hazemag/Grasan 1515E)	03	C001 (Crushers)	HAZMG GRSN	KR111515E3974
200-09899 (Hazemag/Grasan 1515)		C001 (Crushers)	HAZMG GRSN	KRH1515E4265-HU1896
200-09900 (Crusher Portable)		C001 (Crushers)		3ER03625-HU1441
200-09913 (Terex Track Crusher)	14	C001 (Crushers)	POWERSCRN	PIDTP500LOME28127
200-09914 (Horizon Track Screen)	14	C003 (Screeners)	HORIZON	PID00125EDGE48491
200-09930 (Fabtec Port Cone Plant)		C001 (Crushers)		PC-3-383-11
200-09932 (Sandvik CH550 Port Cone)	15	C001 (Crushers)	SANDVIK	0990S13283-COne
200-09940 (Hazemag 1995)	95	C001 (Crushers)	HAZEMAG	1315D2905/ ENG. SN: BFM00720
200-09980 (Crusher Slag Processing w/Conv)		C001 (Crushers)	IROCK	w/ 36x60 Conveyor
205-09251 (Cat 3516)	01	C006 (Generators)	CAT	1H200423
205-09253 (Cat Generator)	86	C006 (Generators)	CAT	81205890
205-09931 (Cat 800KW)		C006 (Generators)	CAT	DJN01134
210-00001 (AES 36x15 Skid Mount Feeder)	15	C003 (Screeners)	AES	41968-2578

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



210-09206 (8x20 Triple Deck Screen Plant)	15	C003 (Screeners)	CEDAR RAPIDS	TRX820SSPOKFC0752
210-09953 (Powergrid 800)	08	C003 (Screeners)	POWERGRID	PID00072C84D22043
210-09954 (Astec HF Port Screen Plant)		C003 (Screeners)	ASTEC	52408
210-09955 (Warrior 1800 Power Screen)	13	C003 (Screeners)	WARRIOR	PID00123EDGD77260
215-00002 (Edge TS80 Tracked Conveyor)	17	C009 (Conveyors)	EDGE	17TS8040487
215-00003 (Kafka 36x80Ft Long Stacker #1)	18	C009 (Conveyors)	KAFKA	EL3680OH51852501
215-00004 (Kafka 36x80Ft Long Stacker #2)	18	C009 (Conveyors)	KAFKA	EL3680OH51852502
215-09152 (48x125' Barge Loading Stacker)		C009 (Conveyors)	IX	
215-09154 (Grason 36x40 Truss Conveyor)		C009 (Conveyors)	GRASON	TC530-50
215-09155 (Telestack 421 Tracked)		C009 (Conveyors)	TELESTACK	1706891012
215-09157 (Screening & Conveying Equip)		C009 (Conveyors)	CANTON	
215-09159 (Telestack TC421)	14	C009 (Conveyors)	TELSTACK	17-07730513
215-09161 (Telestack 421)	14	C009 (Conveyors)	TELESTACK	17-0917-0514
220-09158 (Specialty Equip & Magnetics)		C012 (Magnets)	CANTON	
225-02700 (Steadman G54D Cage Mill)		C001 (Crushers)	STEADMAN	D-1392
225-02701 (Cage Mill - CALX)		C001 (Crushers)	STEDMAN	Order# 28196/81893
250-09955 (Brechtbuhler Scale)	13	SC01 (Truck Scales)	B-TEK	
250-09956 (Brechtbuhler Scale)		SC01 (Truck Scales)	CENTURION	
250-09957 (Brechtbuhler Scale)		SC01 (Truck Scales)		
250-09958 (Brechtbuhler Scale)		SC01 (Truck Scales)	DILLON	
300-39700 (Trailer Mount Hydro Seeder)		HYDS (SS Hydro Seeder)	FINN	MS - 2300
300-39706 (Trailer Mount Hydro Seeder)		HYDS (SS Hydro Seeder)	FINN	1F9SS1717FF135541
301-39703 (Diesel Straw Blower)		STRB (SS Straw Blower)	FINN	SR-3878
301-39705 (Diesel Straw Blower)		STRB (SS Straw Blower)	FINN	1F9BS1413AF135888
301-39707 (Diesel Straw Blower)		STRB (SS Straw Blower)	FINN	MS 4176
301-39708 (Diesel Straw Blower)	12	STRB (SS Straw Blower)	FINN	1F9BS1417CF135024
359-10201 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	98091400
359-10202 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	20-0907
359-10203 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	20-908
359-10204 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	128388
359-10206 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	SPEED SHORE	4-8623SS
359-10207 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	25703
359-10208 (Octagonal Manhole Box)		TRNB (Shoring Sewer Box)	PRO-TEC	25704
359-10209 (Octagonal Manhole Box)		TRNB (Shoring Sewer Box)	PRO-TEC	25905
359-10210 (High Clearance Arched Spreader)		TRNB (Shoring Sewer Box)	PRO TECH	30362
359-10211 (Specialty/Tap Box)		TRNB (Shoring Sewer Box)	GME	C160335
359-10212 (Aluminum 6' x 10')		TRNB (Shoring Sewer Box)	EFFICIENCY PF	156770
359-10213 (Aluminum 6' x 10')		TRNB (Shoring Sewer Box)	EFFICIENCY PRC	156771
359-10301 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	1-1100
359-10302 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	2-2200
359-10303 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	2-2201
359-10304 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	7-2058
359-10305 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	7-2057
359-10401 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	4-1103
359-10402 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	2-2056
359-10403 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	2-2202
359-10404 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	94-7239
359-10405 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	3-1201
359-10406 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	2-2199
359-10407 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	4-1112
359-10408 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	1-2214
359-10409 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	128387
359-10410 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	9-6023
359-10411 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	127044
359-10412 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	9683
359-10413 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	2-2059
359-10414 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	M06082633
359-10415 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	3127
359-10416 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	95101246
359-10417 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	9505719
359-10418 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	9502297
359-10419 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	m0201155

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



359-10420 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	29392
359-10421 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	29393
359-10422 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	29394
359-10423 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	M0403661
359-10424 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	22670
359-10425 (Shoring Sewer Box)	19	TRNB (Shoring Sewer Box)	GME	157911
359-10426 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	EFFICIENCY	148330
359-10601 (Shoring Sewer Box DO NOT USE)		TRNB (Shoring Sewer Box)	GME DO NOT L	20-1012
359-10604 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	9604602F
359-10605 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	9604604F
359-10606 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	9604603F
359-10607 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	2-0710
359-10608 (Shoring Sewer Box DO NOT USE)		TRNB (Shoring Sewer Box)	GME - DO NOT	96-9259
359-10609 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	7-1127
359-10611 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	20-1104
359-10612 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	20-1019
359-10613 (Shoring Sewer Box DO NOT USE)		TRNB (Shoring Sewer Box)	GME DO NOT L	5-0923
359-10614 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	5-1005
359-10615 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	5-1219
359-10616 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	5-1006
359-10617 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	9901147
359-10618 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	2613
359-10619 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	9681
359-10620 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	5-1007
359-10621 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	29395
359-10622 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	29396
359-10623 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	UM15122826G
359-10624 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	UM15122827G
359-10625 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	UM15122828G
359-10626 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	UM15122829G
359-10627 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	C160336
359-10628 (Shoring Sewer Box)	18	TRNB (Shoring Sewer Box)	PRO-TEC	34309
359-10629 (Shoring Sewer Box)	18	TRNB (Shoring Sewer Box)	PRO-TEC	34310
359-10630 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	PRO TECH	34650
359-10631 (Shoring Sewer Box)	18	TRNB (Shoring Sewer Box)	SPEEDSHORE	U-18-6536-S
359-10632 (Shoring Sewer Box, Knife Edge)	18	TRNB (Shoring Sewer Box)	SPEEDSHORE	U-18-6537-S
359-10633 (Shoring Sewer Box)	18	TRNB (Shoring Sewer Box)	SPEEDSHORE	U-18-6549-S
359-10634 (Shoring Sewer Box, Knife Edge)	18	TRNB (Shoring Sewer Box)	SPEEDSHORE	U-18-6550-S
359-10635 (Shoring Sewer Box)	18	TRNB (Shoring Sewer Box)	SPEEDSHORE	U-18-6538-S
359-10636 (Shoring Sewer Box, Knife Edge)	18	TRNB (Shoring Sewer Box)	SPEEDSHORE	U-18-6548-S
359-10807 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	30361
359-11001 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	9604606F
359-11002 (Shoring Sewer Box)		TRNB (Shoring Sewer Box)	GME	9606407F
399-37850 (1,000 Gallon Water Trailer)		WTTL (Water Trailer)		
399-37851 (1,000 Gallon Water Trailer)		WTTL (Water Trailer)		
399-37852 (1,000 Gallon Water Trailer)		WTTL (Water Trailer)		
399-37854 (1,000 Gallon Water Trailer)		WTTL (Water Trailer)		
399-37855 (1,000 Gallon Water Trailer)		WTTL (Water Trailer)		
399-37856 (1,000 Gallon Water Trailer)		WTTL (Water Trailer)		
399-37857 (1,000 Gallon Water Trailer)		WTTL (Water Trailer)		
399-37858 (500 Gallon Water Trailer)	15	WTTL (Water Trailer)	MAGNUM PRO	1506198
450-05465 (GMC Terrain)	17	OVTK (Office Vehicles)	GMC	2GKFLTEK7H6301692
450-05466 (SUV GMC Yukon)	18	OVTK (Office Vehicles)	GMC	1GKS2BKC0JR244187
450-05470 (GMC Yukon)	17	OVTK (Office Vehicles)	GMC	1GKS2BKC8HR346069
450-05600 (Tr Pick Up Truck)	56	OVTK (Office Vehicles)	INTERNATIONA	528421
450-05693 (GMC Sierra 1500)	17	OVTK (Office Vehicles)	GMC	1GTV2NECOH2163948
450-05704 (Ford Focus)	14	OVTK (Office Vehicles)	FORD	1FADP3F28EL142759
450-05709 (SUV GMC Yukon)	15	OVTK (Office Vehicles)	GMC	1GKS2BKC3FR523415
450-05715 (GMC Yukon)	16	OVTK (Office Vehicles)	GMC	1GKS2BKC7GR378381
450-05754 (Tr GMC Canyon)	15	OVTK (Office Vehicles)	GMC	1GTG6BE36F1199117
450-05879 (Tr Ford F150)	12	OVTK (Office Vehicles)	FORD	1FTFW1ET6CFB86890
450-05970 (Tr Ford F150)	12	OVTK (Office Vehicles)	FORD	1FTFW1ET1CFC72558

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



450-05974 (Tr Chevy Silverado)	04	OVTK (Office Vehicles)	CHEVROLET	1GBJC34U44E182003
450-05999 (GMC Sierra)	13	OVTK (Office Vehicles)	GMC	1GTN2VE01D2210758
451-01108 (Tr GMC Sierra 1500)	15	FSTK (Field Superintendent Vehicles)	GMC	3GTU2VECFXG424916
451-04998 (Tr E Pickup)		FSTK (Field Superintendent Vehicles)		
451-04999 (Tr E Pickup)		FSTK (Field Superintendent Vehicles)		
451-05405 (Tr Chevrolet 1500)	17	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCUKREXHF122232
451-05406 (Tr GMC Sierra 1500)	17	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LEC1HZ221859
451-05407 (Tr Ford F150)	17	FSTK (Field Superintendent Vehicles)	FORD	1FTEW1EG1HFB64057
451-05408 (Tr GMC Sierra 1500)	17	FSTK (Field Superintendent Vehicles)	GMC	3GTU2NEC3HG454388
451-05409 (Tr Chevy 2500 Utility)	17	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GB0KUEG0HZ365765
451-05410 (Tr GMC Sierra 1500)	17	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LECXHZ376393
451-05411 (Tr GMC Sierra 1500)	17	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LECOHZ376595
451-05412 (Tr Ford F150)	18	FSTK (Field Superintendent Vehicles)	FORD	1FTEX1CG0JFA48516
451-05413 (Tr GMC Sierra 1500)	18	FSTK (Field Superintendent Vehicles)	GMC	3GTU2NEC3JG104314
451-05414 (Tr GMC Sierra 1500)	18	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LEC9JZ348901
451-05415 (Tr GMC Sierra 1500)	18	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LEC1JZ351839
451-05416 (Tr Ford F150 Lariat)	18	FSTK (Field Superintendent Vehicles)	FORD	1FTEW1EG8JFE23732
451-05417 (Tr GMC Sierra 1500 SLT)	18	FSTK (Field Superintendent Vehicles)	GMC	3GTU2NEC9JG365379
451-05418 (Tr GMC Sierra 2500)	18	FSTK (Field Superintendent Vehicles)	GMC	1GT22REG3JZ323985
451-05419 (Tr GMC Sierra 2500)	18	FSTK (Field Superintendent Vehicles)	GMC	1GT22REG3JZ322559
451-05420 (Tr Chevrolet 1500)	17	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GB2KUEG3HZ372167
451-05421 (Tr GMC Sierra 1500)	18	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LECSJZ353142
451-05422 (Tr Chevrolet 2500 Utility)	18	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GC2KUEG1JZ320756
451-05423 (Tr GMC Sierra 2500)	18	FSTK (Field Superintendent Vehicles)	GMC	1GT22REG0JZ321532
451-05424 (Tr GMC Sierra 1500)	18	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LECSJZ352430
451-05425 (Tr GMC Sierra 1500)	18	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LEC6JZ368880
451-05426 (Tr GMC Sierra 1500)	18	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LEC9JZ192178
451-05427 (Tr GMC Sierra 1500)	18	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LEC1JZ192983
451-05428 (Tr Chevrolet 2500 Utility)	18	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GC2KUEG2JZ165321
451-05429 (Tr GMC Sierra 1500)	18	FSTK (Field Superintendent Vehicles)	GMC	1GTN2LEC4JZ272360
451-05430 (Tr GMC Sierra 2500)	17	FSTK (Field Superintendent Vehicles)	GMC	1GT22REGXHZ190006
451-05431 (Tr GMC Sierra 2500)	17	FSTK (Field Superintendent Vehicles)	GMC	1GT22REG7HZ173602
451-05432 (Tr Chevrolet 2500 Utility)	17	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GC2CVEG9HZ293787
451-05433 (Tr GMC Sierra 1500)	18	FSTK (Field Superintendent Vehicles)	GMC	2GTV2LEC7K1102536
451-05434 (Tr GMC Sierra 1500)	18	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LEH8JZ346990
451-05435 (Tr Chevy 1500 LTZ)	18	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCVKSEC6JZ372700
451-05436 (Tr Chevy 1500 LTZ)	18	FSTK (Field Superintendent Vehicles)	CHEVROLET	3GCUKSEC5JG246257
451-05437 (Tr GMC Sierra 1500)	19	FSTK (Field Superintendent Vehicles)	GMC	2GTV2LECSK1136488
451-05439 (Tr GMC Sierra 1500)	19	FSTK (Field Superintendent Vehicles)	GMC	2GTV2LECSK1136744
451-05440 (Tr GMC Sierra 1500)	19	FSTK (Field Superintendent Vehicles)	GMC	2GTV2LECSK1137589
451-05441 (Tr Ford F150 Lariat)	19	FSTK (Field Superintendent Vehicles)	FORD	1FTEW1E46KFA67983
451-05442 (Tr Chevrolet Silverado 1500)	19	FSTK (Field Superintendent Vehicles)	SILVERADO	2GCVKNEC9K1126851
451-05443 (Tr GMC Sierra 1500)	19	FSTK (Field Superintendent Vehicles)	GMC	1GTR9AEF3KZ247527
451-05444 (Tr Chevrolet Silverado 1500 LT)	19	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCRYDED2KZ225814
451-05445 (Tr Chevrolet Silverado 1500 LT)	19	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCRYDED9KZ251021
451-05446 (Tr Ford Super Duty F-250 SRW)	18	FSTK (Field Superintendent Vehicles)	FORD	1FT7W2B69JEC00020
451-05447 (Tr Ford Super Duty F-250 SRW)	18	FSTK (Field Superintendent Vehicles)	FORD	1FT7W2B6XJEB30933
451-05448 (Tr Chevrolet Silverado Ext)	19	FSTK (Field Superintendent Vehicles)	CHEVROLET	2GB2KREG3K1156736
451-05449 (Tr GMC Sierra 1500)	19	FSTK (Field Superintendent Vehicles)	GMC	2GTV2LECOK1180673
451-05450 (Tr GMC Sierra 1500)	19	FSTK (Field Superintendent Vehicles)	GMC	2GTV2LEC3K1182232
451-05451 (Tr GMC Sierra 1500)	19	FSTK (Field Superintendent Vehicles)	GMC	2GTV2LECOK1180883
451-05452 (Tr Chevrolet Silverado)	19	FSTK (Field Superintendent Vehicles)	CHEVROLET	3GCUYGED4KG199440
451-05453 (Tr Chevrolet Silverado)	19	FSTK (Field Superintendent Vehicles)	CHEVROLET	2GCVKNEC6K1191673
451-05710 (Tr Ford F150)	15	FSTK (Field Superintendent Vehicles)	FORD	1FTEW1EF1FFA05236
451-05711 (SUV Ford Expedition)	15	FSTK (Field Superintendent Vehicles)	FORD	1FMJU2AT1JFEF02844
451-05712 (Tr Ford F150 King Ranch)	15	FSTK (Field Superintendent Vehicles)	FORD	1FTEW1EF7FFB84074
451-05718 (Tr GMC Sierra)	15	FSTK (Field Superintendent Vehicles)	GMC	1GTV2TECFZ286513
451-05721 (Tr Chevy Silverado)	15	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCVKSEC3FZ201362
451-05722 (Tr GMC Sierra)	15	FSTK (Field Superintendent Vehicles)	GMC	1GD21XEG0FZ117243
451-05723 (Tr GMC 1500 Utility)	15	FSTK (Field Superintendent Vehicles)	GMC	1GT22XEG7FZ111666
451-05727 (Tr GMC Sierra)	14	FSTK (Field Superintendent Vehicles)	GMC	1GTV2TEC1E2219699
451-05728 (Tr GMC Sierra)	14	FSTK (Field Superintendent Vehicles)	GMC	1GTV2TECOE2219886

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



451-05732 (Tr GMC Sierra)	13	FSTK (Field Superintendent Vehicles)	GMC	1GT02ZCG9DZ358996
451-05733 (Tr Chevy Silverado)	14	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCVKPEC9EZ250111
451-05734 (Tr Chevy Silverado)	14	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCVKPEC9EZ250299
451-05735 (Tr Chevy Silverado)	16	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCVKPEC9EZ250769
451-05736 (Tr Chevy Silverado)	14	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCVKPEC0EZ253284
451-05737 (Tr Ford F150)	14	FSTK (Field Superintendent Vehicles)	FORD	1FTFX1EF8ERB27608
451-05738 (Tr GMC Sierra)	14	FSTK (Field Superintendent Vehicles)	GMC	1GTV2TEC6EZ311293
451-05742 (Tr GMC Sierra)	14	FSTK (Field Superintendent Vehicles)	GMC	1GTV2TECXEZ326461
451-05743 (Tr GMC Sierra)	15	FSTK (Field Superintendent Vehicles)	GMC	1GTV2TECFZ196388
451-05744 (GMC Sierra Pick Up Truck)	15	FSTK (Field Superintendent Vehicles)	GMC	1GTV2TECFZ199121
451-05746 (Tr Ford F250 Crew Cab)	15	FSTK (Field Superintendent Vehicles)	FORD	1FT7W2B64FEB76765
451-05749 (Tr GMC Sierra 2500)	15	FSTK (Field Superintendent Vehicles)	GMC	1GT22XEG8FZ529413
451-05750 (Tr GMC Sierra)	15	FSTK (Field Superintendent Vehicles)	GMC	1GTV2TECFZ285265
451-05751 (Tr GMC Sierra Utility Body)	15	FSTK (Field Superintendent Vehicles)	GMC	1GD22XEG3FZ529072
451-05752 (Tr GMC Sierra Utility Body)	15	FSTK (Field Superintendent Vehicles)	GMC	1GD22XEG2FZ528706
451-05753 (Tr GMC Sierra)	15	FSTK (Field Superintendent Vehicles)	GMC	1GTV2TECFZ355081
451-05755 (Tr GMC Sierra)	15	FSTK (Field Superintendent Vehicles)	GMC	1GTV2TECFZ378912
451-05756 (Tr GMC Sierra)	15	FSTK (Field Superintendent Vehicles)	GMC	1GTV2TECFZ380351
451-05757 (Tr Chevy Silverado Utility)	15	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GB3CYG3FF614031
451-05758 (Tr Chevy Silverado Utility)	15	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GC2ZEG5FZ121606
451-05759 (Tr GMC Sierra Crew Cab)	16	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LECGZ102253
451-05760 (Tr GMC Sierra Crew Cab)	16	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LECGZ100778
451-05761 (Tr Chevy Silverado Utility)	15	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GC2KUEG9FZ558725
451-05762 (Tr GMC Sierra)	16	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LECGZ143770
451-05763 (Tr GMC Sierra)	16	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LECGZ142954
451-05767 (Tr Ford F150)	16	FSTK (Field Superintendent Vehicles)	FORD	1FTEW1EG2GFB71209
451-05768 (Tr GMC Sierra 2500)	16	FSTK (Field Superintendent Vehicles)	GMC	1GD22REG5GZ218479
451-05769 (Tr GMC Sierra 2500)	16	FSTK (Field Superintendent Vehicles)	GMC	1GD22REG6GZ217194
451-05770 (Mercedes Sprinter Van)	17	FSTK (Field Superintendent Vehicles)	MERCEDES	WD4FE7CD5GP344837
451-05775 (Tr Ford F150)	16	FSTK (Field Superintendent Vehicles)	FORD	1FTFX1EF7GFB96292
451-05776 (Tr GMC Sierra)	16	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LECGZ315364
451-05777 (Tr GMC Sierra)	16	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LECGZ311586
451-05778 (Tr GMC Sierra)	16	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LECGZ267925
451-05779 (Tr GMC Sierra)	16	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LECGZ269535
451-05781 (Tr GMC Sierra 2500 Utility)	16	FSTK (Field Superintendent Vehicles)	GMC	1GD22REG5GZ330229
451-05782 (Tr GMC Sierra 2500 Utility)	16	FSTK (Field Superintendent Vehicles)	GMC	1GD22REG5GZ326665
451-05784 (Tr Chevy Silverado)	17	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCVKNEC3HZ241669
451-05785 (Tr Chevy Silverado)	17	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCVKNEC8HZ238184
451-05786 (Tr Chevy Silverado)	17	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCVKNEC0HZ238261
451-05787 (Tr Chevy Silverado)	17	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCVKNEC1HZ239208
451-05788 (Tr Chevy Silverado)	17	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCVKNEC4HZ235640
451-05789 (Tr Ford F250 Crew Cab)	12	FSTK (Field Superintendent Vehicles)	FORD	1FT7W2B64CEB70847
451-05790 (Tr Chevrolet Silverado)	17	FSTK (Field Superintendent Vehicles)	CHEVROLET	3GCUKTEJ0HG166427
451-05792 (Tr GMC Sierra)	16	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LECGZ356513
451-05794 (Tr GMC Sierra)	16	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LECGZ356307
451-05797 (Tr Ram 1500 Laramie 4X4)	17	FSTK (Field Superintendent Vehicles)	RAM	1C6RR7NM1GS413164
451-05798 (Tr Ford F150 King Ranch)	17	FSTK (Field Superintendent Vehicles)	FORD	1FTEW1EG2HFA58779
451-05799 (Tr Chevrolet Silverado)	16	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCVKNEC3GZ335050
451-05873 (Tr Chevy Silverado)	12	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCRKPE77CZ296165
451-05874 (Tr Chevy Silverado)	13	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCRCE00DZ164642
451-05875 (Tr Chevy Silverado)	13	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCRCE08DZ163819
451-05880 (Tr GMC Sierra)	12	FSTK (Field Superintendent Vehicles)	GMC	1GTR2TE71CZ283209
451-05887 (Tr Chevy Silverado)	11	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GC2KVC61BZ465734
451-05899 (Tr GMC Sierra)	12	FSTK (Field Superintendent Vehicles)	GMC	1GTR2TE73CZ282403
451-05904 (Tr Chevy Silverado Utility)	15	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GB2CUEGXFZ549338
451-05906 (Tr Chevy Silverado)	13	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCRKPE77DZ107726
451-05908 (Tr GMC Sierra)	13	FSTK (Field Superintendent Vehicles)	GMC	1GTR2TF74DZ161705
451-05911 (Tr GMC Sierra)	13	FSTK (Field Superintendent Vehicles)	GMC	3GTP2WE7XDZ6262921
451-05913 (Tr GMC Sierra 1500)	13	FSTK (Field Superintendent Vehicles)	GMC	1GTR2TEZ4DZ340312
451-05914 (Tr Chevy Silverado)	13	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCRKPE74DZ354881
451-05915 (Tr GMC Sierra 1500)	13	FSTK (Field Superintendent Vehicles)	GMC	1GTR2TE7XDZ365473
451-05920 (Tr Chevrolet Silverado)	13	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GCRKPE7XDZ131194

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



451-05933 (Tr Chevrolet 2500 Utility)	15	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GB2CUEGXFZ538842
451-05937 (Tr GMC Sierra)	13	FSTK (Field Superintendent Vehicles)	GMC	1GTN2TE08DZ328245
451-05939 (Tr GMC Sierra)	14	FSTK (Field Superintendent Vehicles)	GMC	1GTV2TEC7EZ104105
451-05966 (Tr GMC Sierra 2500)	13	FSTK (Field Superintendent Vehicles)	GMC	1GT21ZCG9DZ340199
451-05967 (Tr GMC Sierra)	13	FSTK (Field Superintendent Vehicles)	GMC	1GT21ZCG8DZ335320
451-05968 (Tr GMC Sierra)		FSTK (Field Superintendent Vehicles)	GMC	1GT21ZCGXD336145
451-05972 (Tr GMC 3500 Utility)	15	FSTK (Field Superintendent Vehicles)	GMC	1GD311CG2FF124653
451-05975 (Tr GMC Sierra)	15	FSTK (Field Superintendent Vehicles)	GMC	1GD21XEG2FZ500195
451-05989 (Tr Chevrolet 2500 Utility)	16	FSTK (Field Superintendent Vehicles)	CHEVROLET	1GB2CUEG3GZ244572
451-06002 (Tr GMC Sierra 1500 Crew Cab)	17	FSTK (Field Superintendent Vehicles)	GMC	1GTV2LEC8HZ222054
451-06003 (Tr Ford F150)	16	FSTK (Field Superintendent Vehicles)	FORD	1FTFX1EF0GFA52373
452-05541 (SUV GMC Terrain)	17	PMTK (PM/Estimator/Safety Vehicles)	GMC	2GKFLSEK0H6289928
452-05542 (Tr GMC Canyon)	17	PMTK (PM/Estimator/Safety Vehicles)	GMC	1GTG6CEN6H1224253
452-05543 (SUV Ford Explorer)	18	PMTK (PM/Estimator/Safety Vehicles)	FORD	1FM5K8FH8JGA04958
452-05544 (SUV GMC Terrain)	18	PMTK (PM/Estimator/Safety Vehicles)	GMC	3GKALTEV8JL203907
452-05545 (SUV GMC Terrain)	18	PMTK (PM/Estimator/Safety Vehicles)	GMC	3GKALUEU1JL202952
452-05546 (SUV Chevrolet Equinox)	18	PMTK (PM/Estimator/Safety Vehicles)	CHEVROLET	2GNAXSEV7J6307892
452-05547 (SUV Chevrolet Equinox)	18	PMTK (PM/Estimator/Safety Vehicles)	CHEVROLET	2GNAXSEV1J6308942
452-05548 (SUV Chevrolet Equinox)	18	PMTK (PM/Estimator/Safety Vehicles)	CHEVROLET	2GNAXSEVXJ6342118
452-05549 (SUV GMC Acadia)	19	PMTK (PM/Estimator/Safety Vehicles)	GMC	1GKKNULS3KZ118044
452-05551 (Tesla Model 3)	18	PMTK (PM/Estimator/Safety Vehicles)	TESLA	5YJ3E1EB7JF113249
452-05552 (SUV GMC Acadia)	19	PMTK (PM/Estimator/Safety Vehicles)	GMC	1GKKNULS8KZ161987
452-05553 (SUV Chevrolet Equinox AWD)	19	PMTK (PM/Estimator/Safety Vehicles)	CHEVROLET	3GNAXUEVXKL203387
452-05554 (SUV GMC Terrain)	19	PMTK (PM/Estimator/Safety Vehicles)	GMC	3GKALTEV9KL333440
452-05555 (SUV Chevrolet Equinox)	19	PMTK (PM/Estimator/Safety Vehicles)	CHEVROLET	2GNAXUEV4K6241914
452-05701 (SUV GMC Terrain)	14	PMTK (PM/Estimator/Safety Vehicles)	GMC	2GKFLWEKX6137769
452-05706 (SUV GMC Terrain)	14	PMTK (PM/Estimator/Safety Vehicles)	GMC	2GKFLWEK8E6339607
452-05708 (SUV GMC Terrain)	15	PMTK (PM/Estimator/Safety Vehicles)	GMC	2GKFLWEK1F6133529
452-05714 (Tr GMC Canyon)	16	PMTK (PM/Estimator/Safety Vehicles)	GMC	1GTG6DE35G1111140
452-05716 (SUV Ford Edge)	16	PMTK (PM/Estimator/Safety Vehicles)	FORD	2FMPK4K86GBC10870
452-05717 (SUV GMC Terrain)	15	PMTK (PM/Estimator/Safety Vehicles)	GMC	2GKFLWEK9F6356465
452-05741 (Tr GMC Sierra)	14	PMTK (PM/Estimator/Safety Vehicles)	GMC	1GTC2TEC1EZ104410
452-05745 (Tr GMC Sierra)	15	PMTK (PM/Estimator/Safety Vehicles)	GMC	1GTV2TEC3FZ204509
452-05780 (Tr GMC Canyon)	16	PMTK (PM/Estimator/Safety Vehicles)	GMC	1GTG6CE3XG1297462
452-05783 (SUV GMC Terrain)	17	PUPM (Pickup Truck PM)	GMC	2GKFLTEK9H6191728
452-05791 (GMC Canyon Pick Up Truck)	16	PUPM (Pickup Truck PM)	GMC	1GTG6DE3XG1179577
452-05793 (SUV GMC Terrain)	17	PUPM (Pickup Truck PM)	GMC	2GKFLTEK2H6189027
452-05795 (SUV GMC Terrain)	17	PUPM (Pickup Truck PM)	GMC	2GKFLTEKXH6192855
452-05796 (Tr GMC Canyon)	16	PMTK (PM/Estimator/Safety Vehicles)	GMC	1GTG6CE38G1391551
452-05898 (SUV Chevrolet Equinox)	12	PMTK (PM/Estimator/Safety Vehicles)	CHEVROLET	2GNALDEK5C6363992
452-05909 (SUV Chevrolet Equinox)	13	PMTK (PM/Estimator/Safety Vehicles)	CHEVROLET	2GNALDEK4D6101852
452-05981 (SUV GMC Terrain)	14	PMTK (PM/Estimator/Safety Vehicles)	GMC	2GKFLWEK7E6219412
452-05988 (SUV Chevrolet Equinox)	14	PMTK (PM/Estimator/Safety Vehicles)	CHEVROLET	2GNFLGEK8E6252718
452-05991 (SUV GMC Yukon)	14	PMTK (PM/Estimator/Safety Vehicles)	GMC	1GKS2CE08ER156047
452-06001 (Tr GMC Canyon)	16	PMTK (PM/Estimator/Safety Vehicles)	GMC	1GTG6DE38G1387375
459-05279 (Tr Pickup Ford F250)	12	JBTK (Job/Shop Truck)	FORD	1FTBF2A63CEC30905
459-05280 (Tr GMC Sierra)	15	JBTK (Job/Shop Truck)	GMC	1GT01XEG3FZ116342
459-05281 (Tr Pickup Ford F250)	05	JBTK (Job/Shop Truck)	FORD	1FTNF20575EC64385
459-05284 (Chevy Silverado)	07	JBTK (Job/Shop Truck)	CHEVROLET	1GCCE14227E184284
459-05286 (Tr Ford F250)	08	JBTK (Job/Shop Truck)	FORD	1FTNF21548ED35559
459-05289 (Tr International Crash Truck)	05	JBTK (Job/Shop Truck)	INTERNATIONAL	1HTMMAAMX5H105217
459-05290 (Tr International Crash Trk)	05	JBTK (Job/Shop Truck)	INTERNATIONAL	1HTMMAAM65H156813
459-05291 (Tr Chevy Crash Truck C6500)	01	JBTK (Job/Shop Truck)	CHEVROLET	1GBJ7HC51J567774
459-05292 (Tr Chevy Crash Truck C6500)	01	JBTK (Job/Shop Truck)	CHEVROLET	1GBJ7H1C81J507980
459-05293 (Isuzu NPR HD)	07	JBTK (Job/Shop Truck)	ISUZU	JALC4B16577009339
459-05522 (Tr Mech GMC Sierra)	06	JBTK (Job/Shop Truck)	GMC	1GDHK29U06E122878
459-05525 (Tr Chevrolet Colorado)	10	JBTK (Job/Shop Truck)	CHEVROLET	1GCKTBD98A8146377
459-05526 (Tr Ford Econoline Van)	12	JBTK (Job/Shop Truck)	FORD	1FMNE1BW7CDA35917
459-05527 (Ford Econoline Passenger Van)	12	JBTK (Job/Shop Truck)	FORD	1FBSS3BL8CDB17371
459-05530 (Box Truck)	01	JBTK (Job/Shop Truck)	CHEVROLET	4KBB7B1R61J801831
459-05533 (Tr Chevrolet Colorado)	18	JBTK (Job/Shop Truck)	CHEVROLET	1GCHTBEAXJ1153780
459-05534 (Tr GMC Sierra 3500)	17	JBTK (Job/Shop Truck)	GMC	1GC3KYCG5H2348088

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



459-05535 (Tr Chevrolet Colorado)	18	JBTK (Job/Shop Truck)	CHEVROLET	1GCHTBEA7J1127301
459-05536 (Tr Chevrolet Colorado)	17	JBTK (Job/Shop Truck)	CHEVROLET	1GCHSBEA6H1220730
459-05562 (Tool Van International 652)	94	JBTK (Job/Shop Truck)	INTERNATNL	1HTMGZPM5RH573939
459-05563 (Tool Van International 652)	94	JBTK (Job/Shop Truck)	INTERNATNL	1HTMGZPM3RH573941
459-05564 (Tool Van International 652)	94	JBTK (Job/Shop Truck)	INTERNATNL	1HTMGZPM2RH573946
459-05566 (Tool Van International 652)	93	JBTK (Job/Shop Truck)	INTERNATNL	1HTMGZPM6PH486242
459-05567 (Tool Van International 652)	93	JBTK (Job/Shop Truck)	INTERNATNL	1HTMGZPMXP486244
459-05729 (Tr GMC Sierra)	13	JBTK (Job/Shop Truck)	GMC	1GT02ZCGXDF205819
459-05731 (TR GMC SIERRA)	13	JBTK (Job/Shop Truck)	GMC	1GT02ZCG8DF213840
459-05747 (Tr Ford F250 Crew Cab)	15	JBTK (Job/Shop Truck)	FORD	1FT7W2B60FEB92722
459-05824 (Tr Chevy Silverado)	06	JBTK (Job/Shop Truck)	CHEVROLET	1GCEK19B16Z188882
459-05885 (Tr Ford F250)	06	JBTK (Job/Shop Truck)	FORD	1FTNF205X6E085543
459-05889 (Tr Chevy Silverado)	11	JBTK (Job/Shop Truck)	CHEVROLET	1GCRKTE31BZ377182
459-05926 (Tr GMC Sierra)	05	JBTK (Job/Shop Truck)	GMC	1GDHK29U05E229959
459-05927 (Tr GMC Sierra 2500)	05	JBTK (Job/Shop Truck)	GMC	1GDHC24405E179486
459-05930 (Tr Chevy Silverado)	07	JBTK (Job/Shop Truck)	CHEVROLET	1GCHC29K27E593352
459-05938 (Tr GMC Sierra)	13	JBTK (Job/Shop Truck)	GMC	1GTN2TE04DZ247503
459-05940 (Tr Van Ford E350 Passenger 15)	07	JBTK (Job/Shop Truck)	FORD	1FBSS31L27DA97822
459-05943 (Tr Chev Cargo G2500 Van)	07	JBTK (Job/Shop Truck)	CHEVROLET	1GCGG25V071142752
459-05948 (Tr GMC Savana)	06	JBTK (Job/Shop Truck)	GMC	1GTGG25V761125736
459-05957 (Tr GMC Utility 2500)	06	JBTK (Job/Shop Truck)	GMC	1GTHK29U36E283424
459-05973 (Tr Chevy Silverado 2500)	07	JBTK (Job/Shop Truck)	CHEVROLET	1GCHC29K37E535511
459-05979 (Tr Chevy Silverado)	04	JBTK (Job/Shop Truck)	CHEVROLET	1GBHC24U34E261753
459-06004 (GMC Savanna Van)	04	JBTK (Job/Shop Truck)	GMC	1GJHG39UX41129779
460-04101 (Water Tower KPT-120 12,000gal)		TRLR (Trailers)		1K9TC40S98T013711
460-04102 (Water Tower 8000 gal)	03	TRLR (Trailers)		n/a
460-04103 (Klein KPT-120 Water Tower)	09	TRLR (Trailers)	KLEIN	38945-C
460-05090 (Mack Water Truck RD690)	85	WATK (Water Trucks)	MACK	1M2P264C7MM009207
460-05190 (Tr Water Mack RD686S)	85	WATK (Water Trucks)	MACK	1M2P137C3FA012719
460-05191 (Tr Water Mack C&C)	00	WATK (Water Trucks)	MACK	1M2P270C5YM049884
460-05192 (Tr Water Sterling LT7500)	07	WATK (Water Trucks)	STERLING	2FZHATDCX7AX11311
460-05193 (4500 Gallon Water Truck)	05	WATK (Water Trucks)	INTERNATIONA	1HTWNNAZT56J253545
460-05195 (Tr Water Mack RD686S)	87	WATK (Water Trucks)	MACK	2M2P138C8HC015468
460-05196 (Mack Water Truck 4,000 Gallon)	05	WATK (Water Trucks)	MACK	1M2AG11C05M023546
460-05197 (Tr Water Peterbilt 4000)	07	WATK (Water Trucks)	PETERBILT	1NPALF0X97N667778
460-05198 (Tr Water Ford F650)	07	WATK (Water Trucks)	FORD	3FRWF65B8X7V405485
460-05260 (Tr Water Mack RD6885)	92	WATK (Water Trucks)	MACK	1M2P267C5NM013091
460-05265 (Tr Water Mack RD690S)	90	WATK (Water Trucks)	MACK	1M2P198C9LM007567
460-05625 (Tr Water GMC 7000 (2,000 Tank))	90	WATK (Water Trucks)	GMC	1GDM7D1YXLV508441
460-05626 (Tr Water GMC 7000 (2,000 Tank))	90	WATK (Water Trucks)	GMC	1GDL7H1VOLJ603961
461-05206 (Tr Peterbilt)	15	FBTK (Flatbed Trucks)	PETERBILT	2NP3LJ0X3FM280069
461-05231 (Tr Ford F 650)	04	FBTK (Flatbed Trucks)	FORD	3FRNF65344V589998
461-05232 (Ford F 750 Flat Bed)	04	FBTK (Flatbed Trucks)	FORD	3FRWF75P24V665604
461-05239 (Tr Flatbed Mack Tandem)	17	FBTK (Flatbed Trucks)	MACK	1M2AX07C1HM029653
461-05294 (Tr Ford F550 Flatbed)	14	FBTK (Flatbed Trucks)	FORD	1FDUF5GT0EEA77342
461-05296 (Tr Flatbed Chev Silverado 3500)	06	FBTK (Flatbed Trucks)	CHEVROLET	1GBJC34D66E271106
461-05297 (Tr Flatbed Chev Kodiak C4500)	07	FBTK (Flatbed Trucks)	CHEVROLET	1GBE4C1267F410177
461-05298 (Tr Flatbed Chev Silverado 3500)	13	FBTK (Flatbed Trucks)	CHEVROLET	1GB3CZC85DF122564
461-05299 (Tr Ford F550 Flatbed)	16	FBTK (Flatbed Trucks)	FORD	1FDUF5GTXGEA15756
461-05574 (Flat Bed Roll Back Truck)	98	FBTK (Flatbed Trucks)	INTERNATIONA	1HTSCAAMXWH500977
461-05575 (Mack 6 x 6 Flat Bed)	99	FBTK (Flatbed Trucks)	MACK	1M2P267C3XM046030
461-05655 (Tr Boom Mack CL713)	00	FBTK (Flatbed Trucks)	MACK	1M2AD62C3YWD10416
462-05215 (Tr Quad Stra Dump Mack CL713)	99	STTK (One Ton Dump/Straight Truck)	MACK	1M2AD62CXW008807
462-05586 (Tr Dump GMC Sierra Stainless)	17	STTK (One Ton Dump/Straight Truck)	GMC	1GD31VCG1H2306384
462-05589 (Ford F750 Dump Truck)	19	STTK (One Ton Dump/Straight Truck)	FORD	1FDW7F7DX2KDF02315
462-05590 (Ford F750 Dump Truck)	19	STTK (One Ton Dump/Straight Truck)	FORD	1FDW7F7DC8KDF02705
462-05591 (Ford F750 Dump Truck)	18	STTK (One Ton Dump/Straight Truck)	FORD	1FDW7F7DCXJDF03319
462-05592 (Ford F750 Dump Truck)	17	STTK (One Ton Dump/Straight Truck)	FORD	1FDW7F7DC8HDB09604
462-05593 (Ford F750 Dump Truck)	00	STTK (One Ton Dump/Straight Truck)	FORD	3FDXF75RXYMA07765
462-05594 (Tr Dump Silverado)	15	STTK (One Ton Dump/Straight Truck)	CHEVROLET	1GB3CZG0DF219033
462-05596 (Tr Dump Silverado 3500)	09	STTK (One Ton Dump/Straight Truck)	CHEVROLET	1GBJC74K49E110053
462-05597 (Tr Chevy 3500 Dump)	15	STTK (One Ton Dump/Straight Truck)	CHEVROLET	1GB3CYCG2FF194438

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



463-05011 (Tr Dump Semi Mack CXN613)	06	3ATK (3 Axle Semi Trucks)	MACK	1M1AK06Y86N013375
463-05012 (Tr Dump Semi Mack CXN613)	06	3ATK (3 Axle Semi Trucks)	MACK	1M1AK06YX6N013376
463-05013 (Tr Dump Semi Mack CXU613)	17	3ATK (3 Axle Semi Trucks)	MACK	1M1AW07Y0HM081505
463-05014 (Tr Dump Semi Mack CXU613)	17	3ATK (3 Axle Semi Trucks)	MACK	1M1AW07Y2HM081506
463-05016 (Tr Peterbilt 379)	05	3ATK (3 Axle Semi Trucks)	PETERBILT	1XP5DB0XX5N843151
463-05020 (Tr Dump Semi Mack CXU613)	17	3ATK (3 Axle Semi Trucks)	MACK	1M1AW07Y4HM082172
463-05021 (Tr Dump Semi Mack CXU613)	14	3ATK (3 Axle Semi Trucks)	MACK	1M1AW07Y9EM040379
463-05022 (Tr Dump Semi Mack CXU613)	14	3ATK (3 Axle Semi Trucks)	MACK	1M1AW07Y8EM040387
463-05145 (Tr Dump Semi Mack CH613)	98	3ATK (3 Axle Semi Trucks)	MACK	1M1AA18Y7WW092232
463-05155 (Tr Dump Semi Mack CH613)	99	3ATK (3 Axle Semi Trucks)	MACK	1M1AA18Y1XW113464
463-05165 (Tr Dump Semi Mack CH613)	98	3ATK (3 Axle Semi Trucks)	MACK	1M1AA18Y9WW092233
463-05300 (Tr Dump Semi Mack)	08	3ATK (3 Axle Semi Trucks)	MACK	RD686SX7129
463-05310 (Tr Dump Semi Mack)	08	3ATK (3 Axle Semi Trucks)	MACK	RD686SZ7130
463-05320 (Tr Dump Semi Mack CH613)	95	3ATK (3 Axle Semi Trucks)	MACK	1M1AA13YXSW052860
464-05015 (Tr Lowboy Peterbilt 379)	07	4ATK (4 Axle Semi Trucks)	PETERBILT	1XP5DB0X07N670792
464-05017 (Tr Peterbilt 4 Axel Tractor)	13	4ATK (4 Axle Semi Trucks)	PETERBILT	1XPTD40X0DD175254
464-05019 (Tr Peterbilt Tractor)	18	4ATK (4 Axle Semi Trucks)	PETERBILT	1XPXP4EX6JD468119
464-05255 (Tr Lowboy Kenworth T600)	01	4ATK (4 Axle Semi Trucks)	KENWORTH	1XKAPBEX91J881878
464-05986 (Tr Kenworth W900)	06	4ATK (4 Axle Semi Trucks)	KENWORTH	1XKWPB0X66J139782
469-05642 (Tr Broom Bear)	02	SWTK (Sweeper)	ELGIN	1FVABTAK12HJ43872
469-05643 (Tr Sweeper Tymco 600 Vacuum)		SWTK (Sweeper)	TYMCO	1HTLAZPM5KH540993
469-05644 (Tr Sweeper Tymco 600 Vacuum)		SWTK (Sweeper)	TYMCO	1HTSCABN91H314864
469-05645 (Tr Sweeper Elgin Broom Bear)	13	SWTK (Sweeper)	ELGIN	4MH10217 / 1FVACXBS6DHB7438
469-05646 (Tr Sweeper Elgin Broom Badger)	13	SWTK (Sweeper)	ELGIN	JALE5W166D7300845 / CH1791012
469-05647 (Tr Sweeper Tymco 435 Vacuum)	18	SWTK (Sweeper)	ISUZU	201909SND48014
470-01107 (35 Ton Lowboy Trailer)	81	TRLR (Trailers)	ROGERS	19417
470-07010 (Trailer Talbert Lowboy)		TRLR (Trailers)	TALBERT	40FSK0331F1034115
470-07020 (Trailer Talbert)	17	TRLR (Trailers)	TALBERT	40FSK533AH1035925
470-07040 (Trailer Load King)	03	TRLR (Trailers)	LOAD KING	5LKL4135931024647
470-07050 (Trailer Trail King)	13	TRLR (Trailers)	TRAIL KING	1TKJ05233DM098974
470-07060 (Trailer Trail King Lowboy)	11	TRLR (Trailers)	TRAIL KING	1TKJ0533XB092603
470-07061 (Trailer Lowboy Dropside)	18	TRLR (Trailers)	ETNYRE	1E9324272JE111078
470-07062 (Trailer Etnyre Lowboy)	17	TRLR (Trailers)	ETNYRE	1E9322995HE111209
470-07075 (Trailer Felling Lowboy)	14	TRLR (Trailers)	FELLING	5FTFA4223E1002376
470-07076 (Trailer Felling Lowboy)	16	TRLR (Trailers)	FELLING	5FTFA4225G1000731
470-07080 (Trailer Talbert)	98	TRLR (Trailers)	TALBERT	40FW05133W1017522
470-07090 (Trailer Talbert Lowboy)	98	TRLR (Trailers)	TALBERT	40FW0513XV1015622
470-07290 (Trailer Trail King Carry All)	07	TRLR (Trailers)	TRAIL KING	1TKJ053397B030516
471-01165 (Flatbed Trailer)	03	TRLR (Trailers)	TRANSCRAFT	1TTFA520731071627
471-07085 (Trailer Fontaine)	99	TRLR (Trailers)	FONTAINE	13N348208Y3586966
471-07095 (Trailer Landoll)	08	TRLR (Trailers)	LANDOLL	1LH930VH881C16635
471-07096 (Trailer Landoll)	15	TRLR (Trailers)	LANDOLL	1LH930VH3F1C22548
471-07097 (Trailer Landoll)	19	TRLR (Trailers)	LANDOLL	1LH930VHXK1E27035
471-07180 (Trailer Pitman Tag-A-Long)		TRLR (Trailers)		
471-07205 (Trailer Fontaine Drop Platform)	00	TRLR (Trailers)	FONTAINE	13N348200Y3486962
471-07360 (Trailer Fontaine Drop)	98	TRLR (Trailers)	FONTAINE	13N248308X1581934
471-07361 (Trailer Manac Steel Drop Deck)	15	TRLR (Trailers)	MANAC	5MC124817F5149326
471-07362 (Trailer Manac Steel Drop Deck)	15	TRLR (Trailers)	MANAC	5MC124819F5149327
471-07363 (Manac Step Deck Flatbed Trlr)	18	TRLR (Trailers)	MANAC	2M5121461J1171119
471-07364 (Manac Step Deck Flatbed)	18	TRLR (Trailers)	MANAC	2M5131461J1171120
471-07375 (Trailer Fontaine Drop Deck)	04	TRLR (Trailers)	FONTAINE	13N24830551528265
471-07385 (Trailer Fontaine Drop Deck)	04	TRLR (Trailers)	FONTAINE	13N24830751528266
472-07430 (Trailer Tri Axle Dump)	08	TRLR (Trailers)	EAST	1E1D3M386RH42515
472-07451 (Trailer Tri Axle Dump)	14	TRLR (Trailers)	MACK	5MADS2832EC030105
472-07452 (Trailer Quad Axle Dump)	14	TRLR (Trailers)	MACK	5MADS2843EC030106
472-07453 (Trailer Quad Axle Dump)	16	TRLR (Trailers)	MACK	5MADS2846GC034069
473-07380 (Trailer R-Way Bottom Dump)	97	TRLR (Trailers)	R-WAY	1R9V54028VL168170
473-07390 (Trailer R-Way Bottom Dump)	95	TRLR (Trailers)	R-WAY	1R9B540275468041
473-07400 (Trailer CMI Bottom Dump)		TRLR (Trailers)	CMI	1L4B38259J015759
473-07410 (Trailer CMI Bottom Dump)		TRLR (Trailers)	CMI	1L4B38253J1015806
473-07420 (Trailer CMI Bottom Dump)		TRLR (Trailers)	CMI	1L4B3825351015805
476-07209 (Trailer Kentucky)		TRLR (Trailers)	MONN	1NNEA5328XM319521

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



476-07210 (Trailer Kentucky)	95	TRLR (Trailers)	KENTUCKY	1KKVD4518TL106093
477-07175 (Trailer Buford HD47 Port)	06	TRLR (Trailers)	BUFORD	HD470010
477-07220 (Trailer United 7x14 Utility)	13	TRLR (Trailers)	UNITED	56JTE1423DA133933
477-07221 (Trailer United 7x14)	05	TRLR (Trailers)	UNITED	48BTE14215B039326
477-07222 (Trailer Team Spirit 7x20)	09	TRLR (Trailers)	TEAM SPIRIT	1T9LV202X9E661279
477-07223 (Trailer Appalachian 19')	10	TRLR (Trailers)	APPALACHN	5Z5FP1922AS000299
477-07224 (Trailer United 7x14 Utility)	13	TRLR (Trailers)	UNITED	56JTE1425DA133934
477-07225 (Trailer United S-714TA35F)	05	TRLR (Trailers)	UNITED	48BTE14206B040856
477-07226 (Trailer United S-714TA35F)	05	TRLR (Trailers)	UNITED	48BTE14226B040857
477-07227 (Trailer Storage)		TRLR (Trailers)	WABASH	13JV5321ESJ3C5352
477-07228 (Trailer Gr Dane Van Mech Stor)	98	TRLR (Trailers)	GREAT DANE	1GRAA0621W5016012
477-07229 (Trailer United 7x14)	07	TRLR (Trailers)	UNITED	48BTE14297A091389
477-07230 (Trailer United 7x14)		TRLR (Trailers)	UNITED	48BTE14257A091390
477-07231 (Trailer United 7x16)		TRLR (Trailers)	UNITED	
490-00001 (Ford F550 4x2 Mech Trk)	16	MTTK (Mechanic Truck)	FORD	1FDUF5GT9GED17118
490-00002 (Tr Mechanic Kenworth T370)	20	MTTK (Mechanic Truck)	KENWORTH	2NKHJ7X4LM371799
490-00003 (Tr Mech Western Star 4700)	20	MTTK (Mechanic Truck)	WESTERN STAR	5KKAADV7LLKX5550
490-00004 (Tr Mech Western Star 4700)	20	MTTK (Mechanic Truck)	WESTERN STAR	5 KKAADV8LLKX5549
490-05103 (Tr Mech Peterbilt 335)	06	MTTK (Mechanic Truck)	PETERBILT	2NPLHD7X86M633463
490-05105 (Tr Mech Peterbilt 335)	10	MTTK (Mechanic Truck)	PETERBILT	2NPLHN7X1AM107271
490-05106 (Tr Mech Peterbilt 335)	10	MTTK (Mechanic Truck)	PETERBILT	2NPLHN7XXAM107270
490-05108 (Tr Mech Peterbilt 337)	12	MTTK (Mechanic Truck)	PETERBILT	2NP2HN7X7CM172026
490-05109 (Tr Mech Ford F750)	12	MTTK (Mechanic Truck)	FORD	3FRWX7FG7CV271011
490-05110 (Tr Mech Peterbilt 337)	13	MTTK (Mechanic Truck)	PETERBILT	2NP2HN7X7DM202109
490-05111 (Tr Mech Ford F750)	13	MTTK (Mechanic Truck)	FORD	3FRWF7FG9DV016770
490-05112 (Tr Mech Ford F750)	13	MTTK (Mechanic Truck)	FORD	3FRWF7FK2DV791013
490-05113 (Tr Mech Chev Silverado)	14	MTTK (Mechanic Truck)	CHEVROLET	1GB3CZC81EF147804
490-05114 (Tr Mech Peterbilt 335)	07	MTTK (Mechanic Truck)	PETERBILT	2NPLHD8X87M681514
490-05115 (Tr Mech Ford F750)	15	MTTK (Mechanic Truck)	FORD	3FRWF7FK8FV728078
490-05116 (Tr Mech Peterbilt PB337)	16	MTTK (Mechanic Truck)	PETERBILT	2NP2HJ7X6GM329544
490-05117 (Tr Mech Peterbilt PB337)	16	MTTK (Mechanic Truck)	PETERBILT	2NP2HJ7X8GM329545
490-05118 (Tr Mech Chev Silverado)	16	MTTK (Mechanic Truck)	CHEVROLET	1GC0KUEG4GZ148746
490-05119 (Tr Mech Peterbilt 335)	06	MTTK (Mechanic Truck)	PETERBILT	2NPLHD7X16M888732
490-05485 (Tr Mech Ford F650)	05	MTTK (Mechanic Truck)	FORD	3FRNF65R9SV116183
490-05523 (Tr Mech Chevy Silverado 3500)	07	MTTK (Mechanic Truck)	CHEVY	1GBJC34D97E110959
490-05524 (Tr Mech GMC Sierra)	16	MTTK (Mechanic Truck)	GMC	1GD22REG1GZ394171
491-05089 (Tr International Fuel)	82	FUTK (Fuel Trucks)	INTERNATNL	1HTAA1955CHA11769
491-05091 (Tr Fuel Internat'l 8100)	93	FUTK (Fuel Trucks)	INTERNATNL	1HSHBA7N9PH494947
491-05092 (Tr Fuel Ford (BP Fuel Trk))	91	FUTK (Fuel Trucks)	FORD	1FDZW82AXMVA11005
491-05094 (Tr Fuel Mack CV713)	06	FUTK (Fuel Trucks)	MACK	1M2AG10C56M031841
491-05095 (Tr Fuel Mack CV713)	03	FUTK (Fuel Trucks)	MACK	1M2AG11C23M004624
491-05096 (Tr Fuel Kenworth T450)	93	FUTK (Fuel Trucks)	KENWORTH	1NKB179X3PJ584342
491-05097 (Tr Fuel AM General - Army)	90	FUTK (Fuel Trucks)	AM GENERAL	500557
491-05098 (Tr Fuel AM General - w/o Winch)	94	FUTK (Fuel Trucks)	AM GENERAL	501824
491-05099 (Tr Fuel Mack CTP713B)	07	FUTK (Fuel Trucks)	MACK	1M2AT13C37M002203
491-05120 (Tr Fuel Mack CL713)	94	FUTK (Fuel Trucks)	MACK	1M2AD09C3RW001543
491-05121 (Tr Fuel Kenworth T300)	98	FUTK (Fuel Trucks)	KENWORTH	3BKM77X1WF783173
491-05122 (Tr Fuel Kenworth T300)	05	FUTK (Fuel Trucks)	KENWORTH	2NKMHD6X95M113489
491-05123 (Tr Fuel Freightliner)	00	FUTK (Fuel Trucks)	FREIGHTLINER	1FUY3WDB3YLH44531
491-05124 (Sterling LT7500)	03	FUTK (Fuel Trucks)	STERLING	2FZHATAK43AL74432
491-05125 (Mack GU713 Fuel Truck)	09	FUTK (Fuel Trucks)	MACK	1M2AX07C49M005848
491-05126 (Mack GU813 Fuel & Lube Truck)	18	FUTK (Fuel Trucks)	MACK	1M2AX16C5JM040779
492-00001 (Wabash Bulk Lube Trailer)	90	TRLR (Trailers)	WABASH	1JIV401F3LL143872
492-00002 (ThunderCreek Fuel Trl)	18	TRLR (Trailers)	THUNDER CREEK	56ZL1UC27JP000533
492-05295 (Freightliner FL60)	01	FUTK (Fuel Trucks)	FREIGHTLINER	1FV3GJAC01HH10579
492-07232 (Trailer Conex Box Oil Storage)	90	TRLR (Trailers)	CONEX	339636
492-07234 (Trailer 500G DLX 48" Cab Fuel)	14	TRLR (Trailers)	VALLY INDS	1V9TL182XEHO74485
492-07235 (Trailer 500G DLX 48" Cab Fuel)	14	TRLR (Trailers)	VALLY INDS	1V9TL1828EHO74484
492-07326 (Trailer Lube Mate 500gal Fuel)	15	TRLR (Trailers)	LUBE MATE	1V9TL182XFHO74598
492-07327 (Trailer Lube Mate 500gal Fuel)		TRLR (Trailers)	LUBE MATE	1V9TL2123FHO74619
492-07571 (Hobbs Storage Trailer)		TRLR (Trailers)	HOBBS	BLV-8986-85
497-07185 (Stab Equip Central Silo Pig)	00	TRLR (Trailers)	CENTRL SIL	CSP 00 PO41

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



497-07190 (Stab Equip Fruhauf Pig)	01	TRLR (Trailers)	FRUHAUF	4J8805416T004702
497-07195 (Stab Equip Central Silo Pig)	01	TRLR (Trailers)	CENTRL SIL	CSP 01 PO47
498-07201 (Stab Equip Heil Air Can)	80	TRLR (Trailers)	HEIL	931099
498-07202 (Trail King Air Can)	06	TRLR (Trailers)	TRAIL KING	1TKH042286B093459
499-05571 (Stab Equip Mack Lime Spreader)		LSTK (Lime Spreader Trucks)	MACK	2M2P141C8LC009128
500-00001 (Trimble SNB900 Radio)	16	GPS1 (GPS)	TRIMBLE	5614R70062
500-00002 (Trimble SNB900 Radio)	16	GPS1 (GPS)	TRIMBLE	5315P52438
500-00003 (Trimble SNB900 Radio)	16	GPS1 (GPS)	TRIMBLE	5314P52174
500-00004 (Trimble SNB900 Radio)	16	GPS1 (GPS)	TRIMBLE	5614R70074
500-00005 (Trimble GPS RoverSystem SPS985)	17	GPS1 (GPS)	TRIMBLE	5649F00023
500-00006 (Trimble GPS RoverSystem SPS985)	17	GPS1 (GPS)	TRIMBLE	5649F00084
500-00007 (Trimble GPS RoverSystem SPS985)	17	GPS1 (GPS)	TRIMBLE	5649F00016
500-00008 (Trimble SPS930 Robo Total Stat)	17	GPS1 (GPS)	TRIMBLE	72614237
500-00009 (Trimble GCS900 Grader Kit)	17	GPS1 (GPS)	TRIMBLE	3146J049SW
500-00010 (Trimble GCS900 Dozer Kit)	17	GPS1 (GPS)	TRIMBLE	3306J069SW
500-00011 (Trimble GCS900 Dozer Kit)	17	GPS1 (GPS)	TRIMBLE	3346J008SW
500-00012 (Trimble GCS900 Dozer Kit)	17	GPS1 (GPS)	TRIMBLE	3416J027SW
500-00013 (Trimble GCS900 Dozer Kit)	17	GPS1 (GPS)	TRIMBLE	3416J025SW
500-00014 (Trimble SPS930 Robot Total Sta)	17	GPS1 (GPS)	TRIMBLE	72614304
500-00015 (Trimble Digital Level Dini 0.3)	17	GPS1 (GPS)	TRIMBLE	743744
500-00016 (Trimble GCS900 Dozer Kit)	17	GPS1 (GPS)	TRIMBLE	0557J131SW
500-00017 (Trimble GCS900 Dozer Kit)	17	GPS1 (GPS)	TRIMBLE	0687J068SW
500-00018 (Trimble GPS RoverSystem SPS985)	17	GPS1 (GPS)	TRIMBLE	5711F00064
500-00019 (Trimble GPS RoverSystem SPS985)	17	GPS1 (GPS)	TRIMBLE	
500-00020 (Trimble SPS930 Robotic Station)	17	GPS1 (GPS)	TRIMBLE	72615236
500-00021 (Cat GCS900 Dozer Kit)		GPS1 (GPS)	CAT	1727J271SW
500-00022 (DJI Inspire 2 Drone)	18	GPS1 (GPS)	DJI	0A0LF1A0070076
500-00023 (Trimble GPS BaseStation SPS855)	18	GPS1 (GPS)	TRIMBLE	5817R31547
500-00024 (Trimble GCS900 Dozer Kit)	18	GPS1 (GPS)	TRIMBLE	1468J221SW
500-00025 (Trimble GPS RoverSystem SPS986)	18	GPS1 (GPS)	TRIMBLE	5831F00077
500-00026 (Trimble GPS RoverSystem SPS986)	18	GPS1 (GPS)	TRIMBLE	5831F00154
500-00027 (Trimble GPS RoverSystem SPS986)	19	GPS1 (GPS)	TRIMBLE	5825F00200
500-00028 (Trimble GPS RoverSystem SPS986)	19	GPS1 (GPS)	TRIMBLE	5825F00249
500-00029 (Trimble SPS930 Robotic Station)	19	GPS1 (GPS)	TRIMBLE	72616661
500-00030 (Trimble SPS930 Robotic Station)	19	GPS1 (GPS)	TRIMBLE	72616679
500-00031 (Trimble GPS BaseStation SPS855)	19	GPS1 (GPS)	TRIMBLE	5337K45533
500-00032 (Trimble GCS 900 Dozer Kit)	19	GPS1 (GPS)	TRIMBLE	0739J203SW
500-00033 (Trimble GPS Base Station)	19	GPS1 (GPS)	TRIMBLE	5831R31593
500-09690 (Trailer GPS Cargo King)		TRLR (Trailers)	CARGO KING	5P1BE16216W062426
500-09693 (GPS Base Station Trimble MS750)	14	GPS1 (GPS)	TRIMBLE	
500-09694 (GPS Base Station Trimble MS750)	14	GPS1 (GPS)	TRIMBLE	
500-09702 (GPS Base Station Trimble MS750)	03	GPS1 (GPS)	SITEVISION	Invoice #26285
500-09706 (GPS Base Station Trimble MS750)	04	GPS1 (GPS)	TRIMBLE	220331268
500-09715 (GPS Base Station Trimble MS750)		GPS1 (GPS)	TRIMBLE	
500-09716 (GPS Base Station Trimble MS750)		GPS1 (GPS)	TRIMBLE	220176301
500-09717 (GPS Base Station Trimble MS750)	04	GPS1 (GPS)	TRIMBLE	220228974
500-09719 (GPS Doz Trimble MS860)		GPS1 (GPS)	TRIMBLE	220173981
500-09721 (GPS Doz Trimble MS860)	05	GPS1 (GPS)	TRIMBLE	220352711
500-09726 (GPS Base System Trimble MS750)	05	GPS1 (GPS)	TRIMBLE	220365315
500-09727 (GPS Doz Trimble GCS900)	05	GPS1 (GPS)	TRIMBLE	2355J020SA
500-09735 (GPS Grader Trimble ATS)		GPS1 (GPS)	TRIMBLE	64621107
500-09800 (GPS Rover System Trimble MS800)	07	GPS1 (GPS)	TRIMBLE	4429136134
500-09801 (GPS Base Station Trimble MS750)	06	GPS1 (GPS)	TRIMBLE	220390419
500-09802 (GPS Doz Trimble GCS900)	06	GPS1 (GPS)	TRIMBLE	1656J004SA
500-09803 (GPS Doz Trimble GCS900)	06	GPS1 (GPS)	TRIMBLE	1546J043SA
500-09806 (GPS Doz Trimble GCS900)	07	GPS1 (GPS)	TRIMBLE	0727J003SM
500-09807 (GPS Doz Trimble GCS900)	07	GPS1 (GPS)	TRIMBLE	0886J025SA
500-09808 (GPS Doz Trimble GCS900)	07	GPS1 (GPS)	TRIMBLE	0827J019SP
500-09809 (GPS Doz Cat AccuGrade)	07	GPS1 (GPS)	CAT	38269
500-09810 (GPS Rover System Trimble SPS780)	07	GPS1 (GPS)	TRIMBLE	4545100740
500-09811 (GPS Doz Trimble GCS900)	07	GPS1 (GPS)	TRIMBLE	0136J008SA
500-09815 (GPS Grader Trimble ATS)		GPS1 (GPS)	TRIMBLE	71520218

INDEPENDENCE EXCAVATING, INC.
EQUIPMENT LIST 2019



500-09816 (GPS Tablet Trimble SCS900)		GPS1 (GPS)	TRIMBLE	50696-21
500-09817 (GPS Base Stat Trimble SPS851)		GPS1 (GPS)	TRIMBLE	68805-90-10
500-09818 (GPS Doz Trimble GCS900)		GPS1 (GPS)	TRIMBLE	1050J017SM
500-09819 (GPS Dozer Kit Trimble)		GPS1 (GPS)	TRIMBLE	0851J021SW
500-09821 (GPS Base Station SPS852)		GPS1 (GPS)	TRIMBLE	5112K74509
500-09822 (GPS Dozer Kit)		GPS1 (GPS)	TRIMBLE	0801J005SM/740004-1
500-09823 (GPS Dozer Kit)		GPS1 (GPS)	TRIMBLE	0801J007SM/740004-2
500-09824 (GPS Base Station 900mhz)		GPS1 (GPS)	TRIMBLE	5111813240
500-09825 (GPS Rover System SPS882)	12	GPS1 (GPS)	TRIMBLE	5152479683
500-09827 (GPS ATS Trimble SPS930)	12	GPS1 (GPS)	TRIMBLE	72611188
500-09828 (GPS Doz Trimble GCS 900)	13	GPS1 (GPS)	TRIMBLE	1153J023SW
500-09829 (GPS Doz Trimble GCS 900)	13	GPS1 (GPS)	TRIMBLE	1273J014SW
500-09830 (GPS Doz Trimble GCS900)	13	GPS1 (GPS)	TRIMBLE	2293J240SW
500-09831 (GPS Doz Trimble GCS900)	13	GPS1 (GPS)	TRIMBLE	2203J057SW
500-09832 (GPS Doz Trimble GCS900)	13	GPS1 (GPS)	TRIMBLE	2203J041SW
500-09833 (GPS ATS Trimble SPS930)	13	GPS1 (GPS)	TRIMBLE	72611541
500-09834 (GPS Rover System SPS985)	13	GPS1 (GPS)	TRIMBLE	5316F34757
500-09835 (GPS Trimble Base Station SPS855)	14	GPS1 (GPS)	TRIMBLE	5324K43797
500-09836 (GPS Trimble Laser Receiver Kit)	14	GPS1 (GPS)	TRIMBLE	0914J007SD
500-09837 (GPS Doz Trimble GCS900)	14	GPS1 (GPS)	TRIMBLE	2034J005SW
500-09838 (GPS Doz Trimble GCS900)	14	GPS1 (GPS)	TRIMBLE	1964J037SW
500-09839 (GPS Doz Trimble GCS900)	14	GPS1 (GPS)	TRIMBLE	1964J033SW
500-09841 (GPS TotalStation Trimble SPS930)	14	GPS1 (GPS)	TRIMBLE	72611531
500-09842 (GPS Rover System SPS985)	14	GPS1 (GPS)	TRIMBLE	5438F79189
500-09843 (GPS Drone Sensefly Ebee RTK)	15	GPS1 (GPS)	SENSEFLY	ER-0129685
500-09844 (GPS Doz Trimble GCS900)	14	GPS1 (GPS)	TRIMBLE	1464J049SW
500-09845 (GPS Trimble Base Station SPS855)	14	GPS1 (GPS)	TRIMBLE	5415K00470
500-09846 (GPS TotalStat Trimble SPS930)	15	GPS1 (GPS)	TRIMBLE	72612964
500-09847 (GPS TotalStat Trimble SPS930)	15	GPS1 (GPS)	TRIMBLE	72613016
500-09848 (GPS RoverSystem Trimble SPS985)	15	GPS1 (GPS)	TRIMBLE	5517F98219
500-09849 (GPS RoverSystem Trimble SPS985)	15	GPS1 (GPS)	TRIMBLE	5521F00868
500-09850 (GPS TotalStat Trimble SPS930)	15	GPS1 (GPS)	TRIMBLE	72613079
500-09851 (GPS Rover System Trimble SPS985)	16	GPS1 (GPS)	TRIMBLE	5310F27743
500-09852 (GPS Doz Trimble GCS900)	16	GPS1 (GPS)	TRIMBLE	0606J508SW
500-09853 (GPS Doz Trimble GCS900)	16	GPS1 (GPS)	TRIMBLE	0616J594SW
500-09854 (GPS Doz Trimble GCS900)	16	GPS1 (GPS)	TRIMBLE	0626J643SW
500-09855 (GPS Dozer Trimble GCS900)	16	GPS1 (GPS)	TRIMBLE	0776J262SW
500-09856 (GPS Dozer Trimble GCS900)	16	GPS1 (GPS)	TRIMBLE	0776J030SW
500-09857 (Trimble GCS900 Dozer Kit Used)	10	GPS1 (GPS)	TRIMBLE	1389J011SM
500-09858 (Trimble GCS900 Dozer Kit Used)	10	GPS1 (GPS)	TRIMBLE	1059J017SM
500-09859 (Trimble GCS900 Dozer Kit Used)	10	GPS1 (GPS)	TRIMBLE	1069J007SM
500-09860 (Trimble GCS900 Dozer Kit Used)	10	GPS1 (GPS)	TRIMBLE	1069J008SM
500-09861 (Trimble GCS900 Dozer Kit Used)	10	GPS1 (GPS)	TRIMBLE	1389J013SM
500-09999 (GPS/Survey Small Tools)		GPS1 (GPS)		Todd Hoover
750-00100 (Takeuchi TL8)		E001 (Mini Excavators 10K lbs)	TAKEUCHI	200801885
750-01600 (Cat D6N (Haydite))	06	D017 (Dozers D6N)	CAT	AKM02205
750-02163 (Cat 966H)	11	L013 (966 Wheel Loaders)	CAT	A6J01901
750-02345 (Cat 980G)	02	L019 (980 Wheel Loaders)	CAT	EAWH00632
750-04850 (Volvo A40D)		T013 (Trucks 40 ton)	VOLVO	A40DV10899
750-09897 (Pioneer 2650TR)		C001 (Crushers)	PIONEER	
751-02350 (Cat 980G)	98	L019 (980 Wheel Loaders)	CAT	2KR02661
751-02572 (Cat 972G)	05	L016 (972 Wheel Loaders)	CAT	ANY00424
751-02597 (Cat 924H)	07	L004 (930 & Smaller Wheel Loaders)	CAT	HXC00326
752-00001		S004 (Skid Steer S590 / S205)		
752-02909 (Cat 242D)		S004 (Skid Steer S590 / S205)	CAT	
752-02910 (Cat 226B (OSU))	04	S001 (Skid Steer 236 / 175)	CAT	MJH02062



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

THOMAS, DOUGLAS ALAN

INDEPENDENCE EXCAVATING INC

5720 SCHAAF ROAD

INDEPENDENCE OH 44131-1396

LICENSE NUMBER: CGC1514958

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Date: March 25, 2020

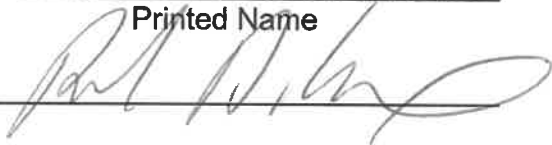
CITY OF PENSACOLA, FLORIDA
ADDENDUM #1
TO THE INVITATION TO BID

SOUTHWEST RON APRON

BID NO: 20-046

The following items take precedence over the documents for the above named item. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS ADDENDUM MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT.

Company: Independence Excavating, Inc. Date: 4-21-20
Authorized Representative: Richard M. DiSeronimo Title: Vice President
Printed Name
Signature: 

Questions and Answers

- Q. Due to coronavirus concerns and travel restrictions, will an on-line option for attending the pre-bid meeting be made available?
A. No. Engineers and Airport Staff will be conducting the meeting in person. This will be the only opportunity for the Contractor to visit the construction site.
- Q. Can you please advise as to when the construction plans will be made available?
A. Attached.



April 14, 2020

TO: All Plan Holders

SUBJECT: Pensacola International Airport
Pensacola, Florida
Southwest RON Apron
RS&H No. 201-0052-003
ADDENDUM NO. 2

Addendum No. 2 for the above referenced project has been published.

This addendum is available only by electronic delivery on the City of Pensacola Purchasing website.

Please find attached the Documents for the above referenced Addendum No. 2.

This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order. **ACKNOWLEDGE RECEIPT OF THIS ADDENDUM (Pages 1 thru 8 and attachments) BY INSERTING ITS NUMBER AND DATE IN THE PROPOSAL FORM.**

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Thomason'.

Matthew Thomason, PE
Project Manager

A handwritten signature in black ink, appearing to read 'Paul D. Baker'.

Enclosure:

cc: Pensacola International Airport
File



April 16, 2020

TO: All Plan Holders

SUBJECT: Pensacola International Airport
Pensacola, Florida
Southwest RON Apron
RS&H No. 201-0052-003
ADDENDUM NO. 3

Addendum No. 3 for the above referenced project has been published.

This addendum is available only by electronic delivery on the City of Pensacola Purchasing website.

Please find attached the Documents for the above referenced Addendum No. 3.

This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order. **ACKNOWLEDGE RECEIPT OF THIS ADDENDUM (Pages 1 thru 3 and attachments) BY INSERTING ITS NUMBER AND DATE IN THE PROPOSAL FORM.**

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Thomason'.

Matthew Thomason, PE
Project Manager

A handwritten signature in black ink, appearing to read 'Paul D. Baker'.

Enclosure:

cc: Pensacola International Airport
File

TRAVELERS**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company****POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kevin S. Keller, Laura K. Staten, Lisa M. Jennings, Melanie Blankenburg, Scott Liptak, and Sharon Brickman** of Independence, Ohio, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

22nd day of April, 2020



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2019

CAPITAL STOCK \$ 8,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 126,044,492	UNEARNED PREMIUMS	\$ 1,044,254,065
BONDS	3,657,484,389	LOSSES	786,554,465
STOCKS	301,556,879	LOSS ADJUSTMENT EXPENSES	165,965,315
INVESTMENT INCOME DUE AND ACCRUED	37,505,938	COMMISSIONS	33,039,858
OTHER INVESTED ASSETS	4,298,731	TAXES, LICENSES AND FEES	12,314,734
PREMIUM BALANCES	291,611,840	OTHER EXPENSES	32,884,644
NET DEFERRED TAX ASSET	51,102,309	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,883,423
REINSURANCE RECOVERABLE	24,272,783	REMITTANCES AND ITEMS NOT ALLOCATED	16,516,275
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	5,320,191	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	29,111,086
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	15,814,022	RETROACTIVE REINSURANCE RESERVE ASSUMED	799,085
OTHER ASSETS TRI-PARTY / TAX CREDIT BONDS	3,691,530	POLICYHOLDER DIVIDENDS	11,240,864
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	567,396	PROVISION FOR REINSURANCE	7,641,356
OTHER ASSETS	1,043,260	ADVANCE PREMIUM	1,256,693
		PAYABLE FOR SECURITIES LENDING	5,320,191
		ESCHEAT LIABILITY	1,232,614
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,393,646
		OTHER ACCRUED EXPENSES AND LIABILITIES	75,783
		TOTAL LIABILITIES	\$ 2,202,464,127
		CAPITAL STOCK	\$ 8,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,877,545,873
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,317,829,633
TOTAL ASSETS	\$ 4,520,313,760	TOTAL LIABILITIES & SURPLUS	\$ 4,520,313,760

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

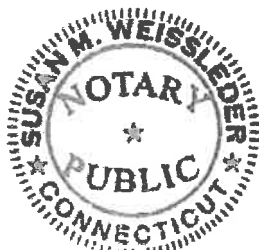
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT, FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2019.

Michael J. Doody
VICE PRESIDENT, FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
23RD DAY OF AUGUST, 2019

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022



TRAVELERS**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company****POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kevin S. Keller, Laura K. Staten, Lisa M. Jennings, Melanie Blankenburg, Scott Liptak, and Sharon Brickman of Independence, Ohio, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021


Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

22nd day of April, 2020


Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2019

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 126,044,492	UNEARNED PREMIUMS	\$ 1,044,254,066
BONDS	3,657,484,389	LOSSES	786,554,485
STOCKS	301,556,879	LOSS ADJUSTMENT EXPENSES	185,985,316
INVESTMENT INCOME DUE AND ACCRUED	37,505,938	COMMISSIONS	33,039,858
OTHER INVESTED ASSETS	4,298,731	TAXES, LICENSES AND FEES	12,314,734
PREMIUM BALANCES	291,611,840	OTHER EXPENSES	32,884,644
NET DEFERRED TAX ASSET	51,102,309	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,883,423
REINSURANCE RECOVERABLE	24,272,763	REMITTANCES AND ITEMS NOT ALLOCATED	16,516,275
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	5,320,191	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	29,111,088
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	15,814,022	RETROACTIVE REINSURANCE RESERVE ASSUMED	799,095
OTHER ASSETS TRI-PARTY / TAX CREDIT BONDS	3,691,530	POLICYHOLDER DIVIDENDS	11,240,884
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	667,396	PROVISION FOR REINSURANCE	7,641,356
OTHER ASSETS	1,043,280	ADVANCE PREMIUM	1,256,693
		PAYABLE FOR SECURITIES LENDING	5,320,191
		ESCHEAT LIABILITY	1,232,614
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,393,846
		OTHER ACCRUED EXPENSES AND LIABILITIES	75,783
		TOTAL LIABILITIES	\$ 2,202,484,127
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,877,545,873
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,317,829,633
TOTAL ASSETS	\$ 4,520,313,760	TOTAL LIABILITIES & SURPLUS	\$ 4,520,313,760

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.
CITY OF HARTFORD)

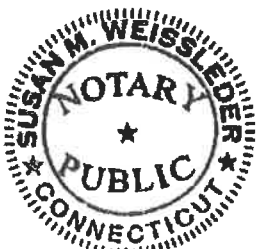
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT, FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 30TH DAY OF JUNE, 2019.

Michael J. Doody
VICE PRESIDENT, FINANCE

Susan M. Weissleder
NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
23RD DAY OF AUGUST, 2019

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00228

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AIRPORT - APPROVAL OF LEASE AGREEMENT WITH AERONAUTICAL RADIO, INC.

RECOMMENDATION:

That City Council authorize the Mayor to execute a five (5) year lease agreement with Aeronautical Radio, Inc. at Pensacola International Airport. Further, that City Council authorize the Mayor to take all necessary actions to execute the lease agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Aeronautical Radio, Inc. (ARINC) provides equipment to allow air to ground communications between inbound and outbound air carrier aircraft and the respective airline personnel operating at the Pensacola International Airport.

Since 1990, ARINC has leased a six (6) square foot space within the passenger terminal building to house the necessary communications equipment for its operations. The company's current five (5) year lease is set to expire July 21, 2020. ARINC has indicated its desire to continue leasing this space for another five (5) year period.

PRIOR ACTION:

July 16, 2015 - City Council approved the current Lease Agreement.

April 8, 2010 - City Council approved a five-year lease renewal with ARINC.

July 14, 2005 - City Council approved a five-year lease with ARINC.

July 13, 2000 - City Council authorized the execution of a five-year lease with ARINC.

March 14, 1996 - City Council authorized the execution of a lease with ARINC.

September 10, 1990 - City Council authorized the execution of a five-year lease with ARINC.

FUNDING:

N/A

FINANCIAL IMPACT:

ARINC will pay a monthly rental rate of One Hundred dollars (\$100) for the lease area. This fee is the minimum rate which the Airport charges when dealing with nominal space requirements.

CITY ATTORNEY REVIEW: Yes

5/7/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

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

Daniel Flynn, Airport Director

ATTACHMENTS:

- 1) Aeronautical Radio Inc 2020 Lease Agreement at Pensacola International Airport

PRESENTATION: No

LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND
AERONAUTICAL RADIO, INC. FOR THE PROVISION OF RADIO SERVICES TO
THE PENSACOLA INTERNATIONAL AIRPORT

THIS LEASE AGREEMENT (hereinafter referred to as "Agreement" or "Lease") is made and entered into this _____ day of _____, _____, by and between the City of Pensacola, a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32521-0001, (hereinafter referred to as "City"), and Aeronautical Radio, Inc., a corporation authorized to do business in Florida with the business address of 2551 Riva Road, MS 5-1B35 Annapolis, Maryland 21401 (hereinafter referred to as "Lessee"). (All at times referred to as "party" or collectively "parties").

In consideration of the mutual promises and other good and valuable consideration set forth below, the Parties agree as follows:

ARTICLE I. LEASED PREMISES.

The City hereby leases to Lessee and Lessee hereby leases from City approximately six (6) square feet of floor space area in the Pensacola International Airport Terminal building's first floor utility area, more particularly detailed in Exhibit "A", (hereinafter referred to as "Leased Premises").

ARTICLE II. GRANT OF USE.

The City hereby grants the Lessee the right to use the Leased Premises for the installation and operation of radio equipment used to provide air-ground-air communication services to the airlines serving the Pensacola International Airport. Lessee shall not use, nor permit others to use, the Leased Premises for any purpose other than the services and activities authorized by this Lease unless the City authorizes Lessee, in writing, to use the Leased Premises for said additional purposes.

Lessee agrees that no oils, petroleum products, synthetic lubricants, gasoline, solvents, or hazardous materials may be permanently or temporarily stored on the Leased Premises. Lessee shall not be responsible or liable for any pre-existing environmental contamination or environmental contamination arising during the term of this Agreement not caused by the Lessee.

ARTICLE III. TERM.

The term of this Lease shall be for five (5) years commencing at 12:01 A.M., July 22, 2020 (hereinafter referred to as "Commencement Date"), and shall terminate at midnight on July 21, 2025, subject to earlier termination pursuant to the terms and conditions of this Lease. During the term of this Agreement, and notwithstanding the provisions of Article XI, Defaults and Remedies, either party may terminate this Agreement by giving the other

at least ninety (90) days prior written notice. If Lessee seeks to terminate this Agreement but is in default at the time, this Agreement shall not be deemed terminated until the default is cured, and Lessee shall be responsible for fulfilling all terms and conditions of the Agreement arising through the date of cure.

ARTICLE IV. RENTALS, FEES & CHARGES.

The Lessee shall pay to the City, for the right to install and operate the radio equipment in accordance with the terms and conditions of this lease Agreement, a monthly rental of One hundred (\$100.00) dollars. Payments shall be due in advance on or before the first day of each month for which they are due. Payments required under this Agreement which are not received when due shall accrue interest at the rate of one and one-half percent (1.5%) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to accrued interest and then to principal.

ARTICLE V. IMPROVEMENTS.

During the term of this Lease, Lessee shall have the right to construct, at its own expense, improvements, alterations, or additions to the Leased Premises to facilitate and further the authorized usage of the Leased Premises, provided that:

- (a) the proposed improvements and alterations are submitted to the City for its prior review;
- (b) the City determines, in its sole discretion (which discretion shall be reasonably applied), that the proposed improvements and alterations will be consistent with the Airport's Master Plan, land use plan and architectural design and quality of construction in effect at the time of construction; and
- (c) the improvements, alterations, and additions are to be constructed by qualified and licensed contractors and subcontractors.

Lessee shall construct all improvements and additions to the Leased Premises at its own expense. Although the City has the right to review proposed improvement plans, and veto the plans if the plans are inconsistent with the Airport development plans or construction quality and design control, pursuant to the standards set forth above, if the City does not veto said improvement plans, and Lessee thereafter constructs the improvements, the improvements shall be commissioned and constructed at Lessee's sole initiative and behest, and nothing herein shall be construed as an authorization by City to Lessee to construct the improvements, or as an Agreement by City to be responsible for paying for the improvements, and neither the Leased Premises, nor the City's interest in said Leased Premises or any improvements constructed thereon, shall be subjected to a mechanic's lien for any improvements constructed by Lessee hereunder.

Where the cost of improvements exceeds \$100,000, the City may require Lessee to post a bond or other security acceptable to the City guaranteeing payment for construction

of the improvements, as a condition precedent to the commencement of construction of the improvements.

Lessee shall be responsible for assuring that all of the improvements, alterations and additions to the Leased Premises are constructed in accordance with applicable local, state and federal law. Lessee shall reimburse the City for all costs and expenses, including attorney's fees, the City incur:

- (a) as a result of the fact that the improvements, additions, or alterations do not comply with local, state and federal law;
- (b) in defending against, settling or satisfying any claims that the City is responsible for paying for improvements commissioned by Lessee hereunder; or
- (c) in defending against, settling or satisfying any mechanic's lien claims, asserted as a result of unpaid-for improvements commissioned by Lessee hereunder.

Should Lessee construct improvements, alterations, or additions without fulfilling its obligations hereunder, Lessee shall remove said improvements, alterations, or additions if so directed by the City, and shall do so at its own expense and within the time limits specified.

ARTICLE VI. MAINTENANCE, REPAIRS, UTILITIES AND CLEANLINESS.

During the term of this Lease and extensions thereof, Lessee agrees, at its own expense, to maintain and keep in good condition and repair all portions of the Leased Premises, including any improvements, alterations, or additions thereon, and any utility lines thereon or there under.

City shall provide at its expense all existing lighting and electricity to the Leased Premises. Any additional lighting or electrical requirements shall be the responsibility of the Lessee and shall be installed in accordance with Article V, Improvements.

Lessee agrees to maintain all portions of the Leased Premises, and any improvements, alterations, or additions thereon, in a safe, clean, and neat condition, and not permit any accumulation of wreckage, debris or trash. Lessee agrees to provide for complete, proper and adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, waste and other refuse caused as a result of Lessee's operations; to provide and use suitable covered metal receptacles, to be approved by the Airport Director, for all trash, garbage and other refuse on or about the Leased Premises, and not to dump any waste matter of any nature, in a liquid state or otherwise, on the Leased Premises nor to permit the contamination of the City's sewers or the Airport's drainage control reservoir.

Lessee agrees to promptly install, without cost or expense to the City, any other device or devices for the handling and disposition of refuse and all manner of waste (liquid or

otherwise) as may reasonable be required by the City or the Airport Director from time to time of all Airport tenants, including Lessee.

Should Lessee fail to comply with the terms and conditions of this Article within a period of thirty (30) days following written notice of such failure, the City reserves the right to take any action to cure said failure. Should the City take action to cure said failure, the Lessee shall pay to the City an amount equal to the City's cost for such actions plus a ten percent (10%) administrative charge. Said payment shall be made by the 10th day of the following month.

ARTICLE VII. SIGNS.

Lessee agrees that no signs, logos, or advertising displays shall be painted on or erected in any manner upon the Leased Premises, or in or on any improvements or additions on the Leased Premises, without the prior written approval of the City, and said approval shall not be unreasonably withheld; and that signs identifying Lessee shall conform to reasonable standards established by the City, with respect to type, size, design, condition and location.

ARTICLE VIII. DAMAGE TO AIRPORT.

Lessee shall be liable for any damage to the Airport, including any improvements and additions thereon, caused by Lessee, its Board members, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs for which Lessee is liable shall be made by Lessee unless the City reasonably determines that it is more appropriate for the City to make the repairs; in such case the City shall make the repairs at Lessee's expense. All repairs for which Lessee is liable and which are not undertaken after the City has given Lessee notice to do so shall be performed by the City, in which event Lessee shall reimburse the City for the cost thereof, plus a ten (10%) administrative charge, and said amount shall be due by the 10th day of the following month.

The City shall not be liable to Lessee, the Lessee's employees, patrons, or vendors for any damage to their merchandise, trade fixtures, or personal property caused by wind, water (including leakage from the roof, water lines, sprinkler, and heating and air conditioning equipment), steam, sewage, snow, ice, gas, bursting or leaking of pipes or plumbing or electrical causes, unless the damage is proved to be the result of gross negligence of the City.

ARTICLE IX. TAXES AND ASSESSMENTS.

Lessee shall pay all property taxes; personal property taxes; all sales and other taxes measured by or related to the lease payment hereunder; all license fees; and any and all other taxes, charges, imposts, or levies of any nature, whether general or special, which may, at any time, be in any way imposed by local, state, or federal authorities other than the City, or that become a lien upon Lessee, the City, or the Leased Premises, by reason of this Lease

or Lessee's activities in, or improvements upon, the Leased Premises pursuant to this Lease. The City warrants and represents that it shall not impose any taxes, assessments, or charges upon Lessee during the term of this Lease and any extensions thereof except those imposed on all other businesses operating in the City of Pensacola. Lessee shall have the right, by giving written notice to City of its intention to do so, to resort to any available legal or administrative proceeding to contest or obtain the review of any such tax, charge, or assessment at any time before such tax, charge, or assessment becomes delinquent. At Lessee's request, the City may join in such proceedings. The expenses of such proceeding, including all of the City's costs and attorney's fees incurred in protecting its own interests in such proceeding and in assisting Lessee in such proceeding, shall be paid by Lessee irrespective of whether the City participates in such proceeding.

ARTICLE X. INSURANCE AND INDEMNIFICATION.

At all times during the term of this Lease the Lessee shall procure and maintain insurance of the types and to the limits specified herein.

The term "City" or "Airport" as used in this section of the Lease is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

The Lessee and the City understand and agree that the minimum limits of insurance herein required may become inadequate during the term of this Agreement. The Lessee agrees that it will increase such coverage to commercially reasonable levels required by the City within ninety (90) days upon receipt of written notice from the Airport Director.

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

1. WORKER'S COMPENSATION

The Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person -accident, \$100,000 each person- disease, \$500,000 aggregate- disease.

2. COMMERCIAL GENERAL. AUTOMOBILE AND UMBRELLA LIABILITY COVERAGES

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the

policy for the terms and conditions of this Lease. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence covering claims of bodily injury and property damage liability arising out of premises, operations, products and completed operations, contractual liability, independent contractors. Broad Form Commercial General Liability coverage or its equivalent shall provide at least, broad form contractual liability applicable to this specific lease. The coverage shall be written on occurrence-type basis.

Business Auto liability insurance in an amount not less than \$1,000,000 per accident combined single limit covering bodily injury and property damage liabilities arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

Umbrella Liability Insurance coverage may be used to make up any difference between the policy limits of underlying policy coverage and the total amount of coverage required; however, the coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

3. CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that endeavor to provide the City of Pensacola notice at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage, but with respect to cancellation for non-payment of premium at least seven (7) days. The City of Pensacola shall be named on each Certificate as an Additional Insured and this contract shall be listed. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Lessee shall, upon instructions of the City, cease all operations under the Lease until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy should be sent to the Pensacola International Airport, Attn: Contracts Administrator, 2430 Airport Blvd., Suite 225, Pensacola, FL 32504.

4. INSURANCE OF THE LESSEE PRIMARY

The Lessee's required coverage shall be considered primary and all other insurance

shall be considered as excess, over and above the Lessee's coverage. The Lessee's policies of coverage will be considered primary as relates to all provisions of the contract.

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

HOLD HARMLESS: The Lessee shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, loss of revenue, consequential or indirect damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and persons employed or utilized by the Lessee during the term of this Lease. The Lessee's obligation shall not be limited by, or in any way to, insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY: The Lessee agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

ARTICLE XI. DEFAULT AND REMEDIES.

- A. The following shall constitute defaults by the Lessee:
1. The failure to pay rent or any other monies owed hereunder when due or within thirty (30) days after written notice;
 2. Any other failure in the performance of any covenant or obligation required by this Lease;
 3. The acquisition of Lessee's interest in this Lease by execution or other process of law when said process of law is not discharged within fifteen (15) days thereafter;
 4. The adjudication of Lessee as bankrupt; Lessee's general assignment for the benefit of creditors; the utilization of the benefits of any insolvency act; or the appointment of a permanent receiver or trustee in bankruptcy for Lessee's property if the appointment is not vacated within ninety (90) days;
 5. Abandonment of Lessee's operations, which shall be defined as Lessee's failure to conduct regular and continuing operations on the

Leased Premises as defined in accordance with the requirements of this Lease for one (1) month.

B. If Lessee defaults, the City may utilize any one or more of the following remedies against Lessee. These remedies shall be considered cumulative and not in the alternative:

1. The City may sue for all damages incurred by City including incidental damages, consequential damages and reasonable attorney's fees;
2. The City may terminate this Lease and, at the option of the City, any other Agreement in effect between the City and Lessee. The termination of these Agreements, however, shall only be effective upon written notice of same provided by City to Lessee. In no event shall this Lease be construed to be terminated unless and until such notice is provided. The termination may be effective thirty days from provision of said notice, or at any other time thereafter specified in the notice. If this Lease is terminated, Lessee shall continue to be liable for the performance of all terms and conditions and the payment of rents when due hereunder prior to the effective date of said termination in addition to all damages, including attorney's fees and other expenses of collection, incurred as a result of any default.
3. The City may utilize any other remedy provided by law or equity as a result of Lessee's default.
4. In the event of a bankruptcy filing by or on behalf of Lessee as debtor, the Parties hereto agree that this Lease shall be construed to be a nonresidential lease of real property subject to treatment in accordance with 11 U.S.C., Section 365(d).

ARTICLE XII. COMPLIANCE WITH RULES AND REGULATIONS.

It is expressly understood that the Lessee agrees to conform to all Federal, State, or local laws and regulations, as well as all City of Pensacola Codes and Ordinances, all of which may apply to the services to be performed and that the City of Pensacola is to be held free and harmless from any act or failures by the Lessee to do so.

The Lessee shall obtain and maintain in force all licenses, permits and other certificates required by Federal, State, County, or municipal authorities for its operation under the terms of this Agreement.

The Lessee agrees to observe all security requirements of Transportation Security

Administration 49 CFR Part 1542 and the Airport Security Program, as may be applicable, and as the same may, from time to time, be amended, and to take such steps as may be necessary or directed by the City to ensure that employees, invitees, agents and guests observe these requirements.

If the City incurs any fines and/or penalties imposed by Federal, State, County, or Municipal authorities as a result of the acts or omissions of Lessee, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then Lessee shall be responsible to pay or reimburse the City for all such costs and expenses, including reasonable attorney's fees incurred by City in defending against the fine or penalty.

ARTICLE XIII. INSPECTION.

The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the Leased Premises and any improvements and alterations thereon for the following purposes:

1. To inspect such premises to determine whether Lessee has complied and is complying with the terms and conditions of this Lease Agreement.
2. To perform maintenance and make repairs in any case where Lessee is obligated but has failed to do so.
3. In the exercise of City's police powers.

ARTICLE XIV. QUIET ENJOYMENT.

The City represents that upon payment of rents when due and upon performance of all other conditions herein, Lessee shall peaceably have, possess and enjoy the Leased Premises without hindrance or disturbance from the City.

ARTICLE XV. NON-DISCRIMINATION.

Lessee, for itself, its personal representatives, successors in interest, assigns and subtenants, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, religion, sex, national origin, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Premises and any improvements thereon; (2) no person on the grounds of race, color, religion, sex, national origin, or disability shall be subjected to discrimination in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services therein; and (3) Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department

of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

Lessee shall furnish its accommodations and/or services on a fair, equal, and non-discriminatory basis to all users thereof and it shall charge fair, reasonable, and non-discriminatory prices for each unit or service, PROVIDED THAT Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

Lessee shall make its accommodations and/or services available to the public on fair and reasonable terms without discrimination on the basis of race, creed, color, sex, age, national origin, or disability.

Non-compliance with the above paragraphs, after written findings, shall constitute a material breach thereof and in the event of such non-compliance, the City shall have the right to terminate this Lease Agreement and the estate hereby created without liability therefore, or at the election of the City or the United States, either or both said governments shall have the right to judicially enforce above paragraphs.

ARTICLE XVI. AUTHORIZATION.

The City represents that it has the authority to enter into this Lease and grant the rights contained herein to Lessee.

If Lessee is a limited or general partnership, the undersigned warrants and represents that (1) he/she is a general partner of said partnership; (2) his/her execution of this Lease is in the usual course of the partnership's business; and (3) by his/her execution of this Lease, the partnership shall be deemed a signatory to this Lease in the same fashion as if all of the general partners of the partnership had executed this Lease.

If Lessee is a corporation, the undersigned warrants and represents that (1) he/she is an agent or officer of the corporation; (2) he/she is authorized to execute this Lease on the corporation's behalf; and (3) the corporation shall be bound as a signatory to this Lease by his/her execution of this Lease.

ARTICLE XVII. WAIVER.

Should Lessee breach any of its obligations hereunder, the City nevertheless may thereafter accept from Lessee any payment or payments due hereunder, and continue this Lease in effect, without in any way waiving the City's right to exercise its default rights hereunder, or any other remedies provided by law, for said breach. In addition, any waiver by the City of any default, breach, or omission of Lessee under this Lease shall not be construed as a waiver of any subsequent or different default, breach, or omission.

ARTICLE XVIII. NOTICES.

All notices by either party to the other shall be made by depositing such notice either in the registered or certified mail of the United States of America, postage prepaid, or with another delivery service requiring signature for receipt, and such notice shall be deemed to have been delivered and received on the date of such depositing correctly addressed notice.

All notices to the City shall be mailed to:

Pensacola International Airport
2430 Airport Boulevard, Suite 225
Pensacola, Florida 32504

With an additional copy to:

City Administrator
City of Pensacola
222 West Main Street
Pensacola, Florida 32502

All notices to Lessee shall be mailed to:

Aeronautical Radio, Inc.
2551 Riva Road, MS 5-1B35
Annapolis, Maryland 21401
Attention: Real Estate Dept.

The parties from time to time may designate in writing changes in the address stated.

ARTICLE XIX. RELATIONSHIP OF PARTIES.

It is understood that the City is not in any way or for any purpose partner or joint venture with, or agent of, Lessee in the use of the Leased Premises for any purpose.

ARTICLE XX. PARTIAL INVALIDITY.

If any term or condition of this Lease or the application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Lease and the application of such term, covenant, or condition to persons or events other than those to which it is held to be invalid or unenforceable shall not be affected and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XXI. SUCCESSORS.

The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, successors and assigns of each of the parties.

ARTICLE XXII. PUBLIC RECORDS ACT.

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

ARTICLE XXIII. ASSIGNMENT.

Lessee shall not assign its interest herein without the written consent of the City. The City's consent shall not be unreasonably withheld. If an assignment is made, the Lessee/Assignor shall continue to be liable, jointly and severally with the Assignee, for the fulfillment of all terms and conditions arising under this Lease subsequent to the assignment, unless the City specifically releases Lessee/Assignor from said future liability, in writing. The release shall be effective only if made in writing. All subsequent assignors and assignees shall be subject to this Article as if they were the original Lessee.

ARTICLE XXIV. SUBLEASE.

Lessee may not sublease all or any portions of the Leased Premises, or all or any portion of any improvements thereon, without first obtaining the written approval of the City for the sublease. Any sublease must be in writing and be made subject to the terms and conditions of this Lease. In addition, before any sublease becomes effective, the subtenant must execute an Agreement with the City, in a form and for a rental amount acceptable to the City, by which the subtenant is authorized to do business on the Airport.

ARTICLE XXV. SURRENDER UPON TERMINATION.

Upon the expiration or sooner termination of this Lease, pursuant to the terms and conditions of this lease, the Lessee shall peaceably surrender to the City possession of the Leased Premises, together with any improvements, fixtures, or personal property of the City located thereon, in as good condition as the Leased Premises and improvements, fixtures and personal property of the City were at the time the Leased Premises were entered upon pursuant to this Lease, or when such improvements, fixtures, or personal property are first provided to Lessee by the City in the future, ordinary wear and tear excepted, without any compensation whatsoever, and free and clear of any claims or interests of Lessee or of any mortgages or third party whose position was derived from or through Lessee.

Lessee shall have fifteen (15) days from date of expiration or sooner termination of this Lease to remove from the Leased Premises all fixtures, improvements and personal property belonging to Lessee. The City shall be entitled to a reasonable rental from Lessee for the use of the Leased Premises for Lessee's personal property, fixtures and improvements until such time as Lessee removes said personal property, fixtures and improvements from the Leased Premises. Furthermore, the City may remove Lessee's fixtures or personal property and place them into storage on Lessee's behalf and at Lessee's cost and expense, until such time as Lessee notifies the City in writing that it does not desire said fixtures and personal property, or upon the running of fifteen (15) days from the expiration or sooner termination of the Lease, whichever event first occurs.

Title to all personal property not removed by Lessee from the Leased Premises or claimed from storage within thirty (30) days of the expiration or sooner termination of this Lease shall be subject to the City taking ownership of such personal property, without payment by the City to the Lessee of any compensation whatsoever, and said personal property shall thereafter be owned by the City free and clear of any claim or interest by Lessee or of any mortgagee or any third party whose position was derived from or through Lessee.

ARTICLE XXVI. LAWFUL AND REASONABLE USE.

Lessee may not do anything in or upon the Leased Premises, nor bring or keep anything therein, which shall unreasonably increase or tend to increase the risk of fire, or cause a safety hazard to persons, or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them, or which violates or causes violation of any applicable health, fire, environmental, or other regulation of any level of government. The Airport Director may inform Lessee of such violation and set a date for abatement.

ARTICLE XXVII. SUBSTITUTION OF PREMISES

Subject to the subparagraph below, Lessee understands and agrees that City has the right to take all or any portion of the Leased Premises, and any additions, alterations, or improvements thereon, should the City, in its sole discretion, determine that said portion of the Leased Premises, and improvements thereon, are required for other Airport purposes. If such action is taken, the City shall substitute areas comparable in access and proximity within the Airport, or any additions or extensions thereof, brought to the same level of improvement and utility as the area taken. City shall bear all expenses of bringing the substituted area to the same level of improvement as the area taken, and of moving Lessee's improvements, equipment, furniture and fixtures to the substituted area. If any of Lessee's improvements, equipment, furniture, or fixtures cannot be relocated, City shall replace, at its own expense, such non-replaceable improvements and other property with comparable property in the substituted area, and City shall be deemed the owner of the non-replaceable improvements and other property, free and clear of all claims of any interest or title therein by Lessee or any mortgagee or other third party claiming an interest in said property by or through Lessee. It is the specific intent of this subparagraph that Lessee be placed, to the extent possible, in the same position it would have been, had City not substituted new

premises for the Leased Premises; provided, however, that City shall not be obligated to reimburse Lessee for lost profits due to such substitution.

Nothing in the subparagraph above shall be construed to adversely affect City's rights to terminate this Agreement in accordance with Article III, Term, should City, in its sole discretion, determine that it requires all or any portion of the Leased Premises, and improvements thereon, for other Airport purposes. City may exercise its termination rights in lieu of the City's substitution rights set forth in the subparagraph above. In the event the City proceeds by way of termination, the subparagraph above shall not apply.

ARTICLE XXVIII. RENEWAL.

Lessee has no guaranteed or preferential right, as against other third parties, of reletting the Leased Premises following the termination of this Lease. Should Lessee wish to relet the Leased Premises following the termination of this Lease, Lessee shall submit an application for lease in accordance with Airport leasing rules and regulations in effect at that time. Lessee's application will be reviewed by the City, along with all other applications, if any, in accordance with then applicable Airport leasing rules and regulations. Past and persistent breaches by Lessee under this Lease shall be sufficient cause for the City, in its sole discretion, to refuse to relet the Leased Premises to Lessee, regardless of whether said past breaches were cured by Lessee.

ARTICLE XXIX. GOVERNING LAW AND VENUE.

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

ARTICLE XXX. HOLDING OVER.

If Lessee remains in possession of the Leased Premises after the expiration of this Lease without written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Lease but shall create only a tenancy from month to month which may be terminated at any time by the City upon thirty (30) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Lease.

ARTICLE XXXI. HEADINGS.

The headings contained in this Lease are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Lease and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

ARTICLE XXXII. ENTIRE AGREEMENT.

This writing is the entire Agreement of the parties. No representation, warranties, inducements, or oral Agreements previously made between the parties shall continue unless stated herein. This Lease shall not be changed, modified, or rescinded except in writing, signed by all parties.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

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

LESSEE

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, Grover C. Robinson, IV

By _____
President

City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

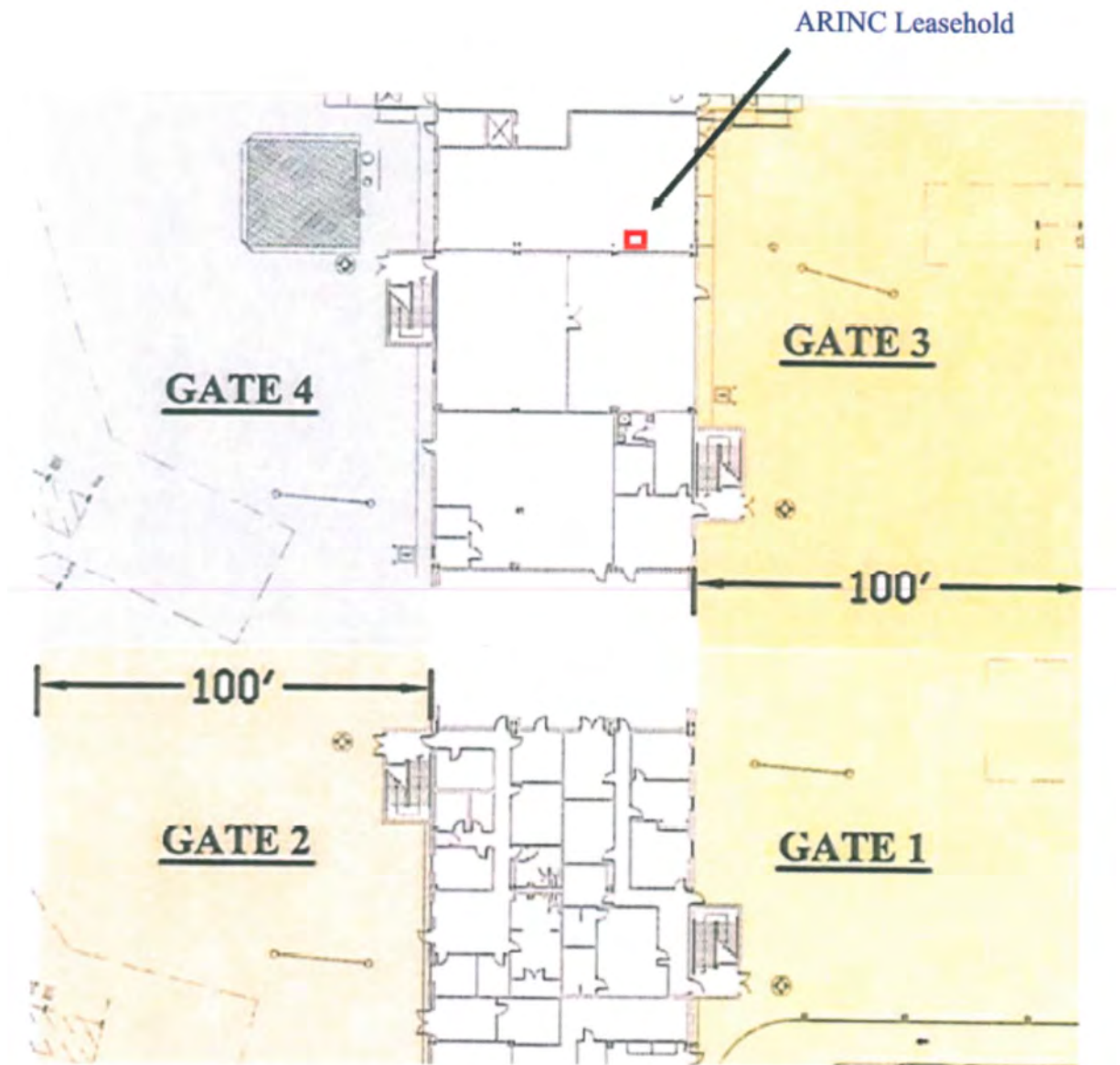
IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT A



PNS Concourse 1st Floor



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00217

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - EXTENSION OF PUBLIC PARKING SERVICES
MANAGEMENT AGREEMENT

RECOMMENDATION:

That City Council authorize the Mayor to execute Amendment No. 3 with Republic Parking Systems, LLC, to provide for two one-year extensions of the management agreement covering the operation of the public parking facilities at Pensacola International Airport.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Airport contracts with Republic Parking for the day-to-day management of the public parking facilities at the Pensacola International Airport. This activity was solicited under a Request for Proposal issued in 2010. Under the management agreement, Republic coordinates with the Airport for desired service levels and has personnel on-site 24 hours a day to provide for the operational needs of the four public parking areas. These areas include the parking garage, main surface lot, economy lot 1, and economy lot 2. All revenues from the parking operation are deposited into an Airport account. The Airport reimburses Republic for their actual operating expenses in accordance with an annually reviewed and approved budget, and the Airport pays a monthly management fee as set in the contract.

The agreement was set to expire at the end of January 2021. Typically, this would have been advertised for continuing parking management services under a Request for Proposal that would have gone by June and be reviewed by the August/September timeframe. In light of the uncertainty to the Airport posed by the current COVID-19 pandemic, staff does not believe the environment is conducive to soliciting proposals for these services. Until the situation stabilizes, whereby the Airport can better evaluate long-term operational needs related to public parking, it is proposed that the current management agreement be extended for two one-year terms, with all conditions remaining in place.

Republic Parking is a nationwide firm and provides these services at airports across the country. They have otherwise provided exemplary services to Pensacola, and have shown a willingness to work with Airport staff to adjust to the changing environment presented by COVID-19.

211

PRIOR ACTION:

November 18, 2010 - City Council awarded Proposal No. 10-019, Public Parking Management Services, to Republic Parking Systems, Inc.

FUNDING:

N/A

FINANCIAL IMPACT:

Funds for the parking management services were included and are available in the Airport's Fiscal Year 2020 Budget.

CITY ATTORNEY REVIEW: Yes

4/30/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise
Daniel Flynn, Airport Director

ATTACHMENTS:

- 1) Republic Parking Amendment No. 3

PRESENTATION: No

MANAGEMENT SERVICES AGREEMENT
BETWEEN THE CITY OF PENSACOLA AND REPUBLIC PARKING SYSTEM, LLC, f/k/a
REPUBLIC PARKING SYSTEM, INC.

AMENDMENT NO. 3

THIS AMENDMENT NO. 3 TO THE MANAGEMENT SERVICES AGREEMENT which commenced on February 1, 2011, (hereinafter referred to as "Amendment No. 3"), is made and entered into this _____ day of _____, 20____, by and between the City of Pensacola, a municipal corporation of the State of Florida with the address of 222 W. Main Street, Pensacola, Florida 32502 (hereinafter referred to as "City"), and REPUBLIC PARKING SYSTEM, LLC, f/k/a REPUBLIC PARKING SYSTEM, INC., a limited liability company authorized to transact business in the State of Florida with the address of 900 Haddon Avenue, Suite 333, Collingswood, New Jersey 08108, (hereinafter referred to as "Manager"). (Each at times hereinafter referred to also as "party" or collectively "parties").

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Pensacola International Airport (hereinafter referred to as "Airport") located in Escambia County, Florida to serve the traveling public with airline services; and

WHEREAS, the Manager has been engaged since February 1, 2011 in providing professional services in administering and operating the public paid parking facilities at the Airport under this Agreement (hereinafter referred to as the "Agreement") with the City; and

WHEREAS, said Agreement was amended on October 12, 2012 and on January 7, 2016; and

WHEREAS, the City notified the Manager of its desire to extend the Agreement for two (2) additional one (1) year terms; and

WHEREAS, the Manager has accepted the City's proposal to extend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that the Agreement is hereby amended as follows:

1. Article IV – Term of Agreement is hereby amended as follows:

4.01 Term

Subject to earlier termination as may be provided herein, the term of this Agreement shall commence on February 1, 2011 and shall continue for a period of one hundred and twenty consecutive months terminating at midnight on January 31, 2021. City reserves the right to extend this agreement, at the sole discretion of the City and under the terms and conditions to be determined by the City, for two (2) additional one (1) year terms.

If the City chooses to exercise its right to extend, the Manager shall be notified in writing one hundred twenty (120) days before the expiration of the Agreement.

2. Article XVIII – General Provisions Section 18.14 is hereby added to read as follows:

Public Records Act.

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

3. All other terms and conditions of the Agreement which commenced on February 1, 2011, not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed and sealed the day and year first above written.

MANAGER

CITY OF PENSACOLA, FLORIDA

Republic Parking System, LLC
(Manager's Name)

Mayor, Grover C. Robinson, IV

By _____
Member

City Clerk, Ericka L. Burnett

(Printed Member's Name)

Approved as to Substance:

By: _____
Member

Department Director

(Printed Member's Name)

Legal in form and valid as drawn:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

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

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00275

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - CARES ACT GRANT OFFER, GRANT NO. 3-12-0063-045-2020

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the acceptance of the CARES Act Grant 3-12-0063-045-2020 in the amount of \$11,081,566 to help offset declining revenue at the Pensacola International Airport as a result of the COVID-19 Public Health Emergency. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The operation of the Pensacola International Airport is funded through the fees assessed to the various users of the facility. The airlines, rental car concessionaires, terminal concessionaires, airfield tenants, and other tenants all remit payments designed to offset the overall facility's ongoing maintenance and operating expenses.

The bulk of the annual revenue is generated through the passenger activity occurring at the main terminal building. Parking, rental car activity, food and beverage, news and gifts, and other terminal non-airline tenants make up approximately eighty-eight percent of all non-airline revenue. The airlines themselves, through their agreements, allow the Airport to maintain full financial self-sufficiency.

The COVID-19 health emergency has significantly impacted air transportation worldwide. At Pensacola International Airport, passenger traffic for the month of April was down over 93% from last year. Year-to date, passenger activity is down over 18%. With reduced passenger activity, significantly less revenue is being generated. To account for reduced revenue projections, Pensacola International Airport has instituted cost reduction efforts in both the current fiscal year, FY'20, and next fiscal year, FY'21. Projects are being delayed, and certain services are being reduced.

The Federal Government, under the CARES Act, has provided economic support to all U.S. airports. Each airport has been allocated funding to help offset the decline in revenues as a result of the

diminished activity from COVID-19. This funding may be used over a period of four (4) years for any lawful airport purpose and is designed to maintain safe and efficient airport operations. Funds are provided on a reimbursable basis. As airports incur and pay for expenses, they can request reimbursement under their individual grant.

The Pensacola International Airport has been awarded up to \$11,081,566 under the CARES Act. In the absence of these funds, the Airport would be required to significantly adjust the fees charged to the airlines. CARES Act funds will be used in FY'20, FY'21, and possibly FY'22 to provide assistance in reimbursing maintenance and operating expenses, which will aid in keeping the fees charged to the airlines at reasonable levels.

PRIOR ACTION:

N/A

FUNDING:

Budget: \$0

Actual: \$11,081,566

FINANCIAL IMPACT:

A supplemental budget resolution will be submitted to appropriate the funds. Funds will be provided from the FAA on a reimbursable basis for maintenance and operating expenses that have been incurred and paid for by the Pensacola International Airport and will allow the Airport to maintain a competitive level of rates charged to the airlines.

CITY ATTORNEY REVIEW: Yes

5/19/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

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

Daniel Flynn, Airport Director

ATTACHMENTS:

- 1) Grant Agreement No. 3-12-0063-045-2020

PRESENTATION: No



U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
8427 SouthPark Circle
Suite 524
Orlando, FL 32819
Phone: (407) 487-7220

May 18, 2020

Dear Mr. Flynn:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-12-0063-045-2020 for Pensacola International Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 15, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Chastity Clark by email that the grant is administratively and financially closed. Chastity Clark is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date

Airport/Planning Area

CARES Grant Number

Unique Entity Identifier

Pensacola International

3-12-0063-045-2020

073131559

TO: City of Pensacola

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

[Enter Co-Sponsor Name(s)]

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 20, 2020, for a grant of Federal funds at or associated with the Pensacola International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the City of Pensacola (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse operational and

maintenance expenses directly related to the the Pensacola International Airport, incurred no earlier than January 20, 2020, and may be used to cover airport operational and maintenance expenses. CARES Act Airport Grants funds also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of the funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$11,081,566
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 15, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

- 13. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 14. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
- 15. Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
- 16. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
- 17. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.
- 18. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
 3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
 4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. Co-Sponsor. Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

22. Limitations. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:

- A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
- A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
- A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

City of Pensacola

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title

:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a

legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

By: _____

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.

- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated

and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property,

or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Pensacola , in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

- b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00269

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE -
REPEALING AND REPLACING SECTION 12-4-6 AND AMENDING SECTION 12-14-1-
PERTAINING TO TEMPORARY SIGNS

RECOMMENDATION:

That City Council conduct a public hearing on May 28, 2020, to consider a proposed amendment repealing and replacing Section 12-4-6 and amending 12-14-1 of the Land Development Code pertaining to the regulation of temporary signs.

HEARING REQUIRED: Public

SUMMARY:

The Mayor has asked relevant departments to review sign regulations to update for compliance with federal law and to streamline enforcement within the City limits. The proposed amendment removes language that cannot be enforced because of precedent by the United States Supreme Court and provides clarity on the placement of temporary signs.

In June and July 2018, the Planning Board reviewed the proposal and hosted a workshop for the public. No recommendation was made.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

5/14/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

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

John Pittman, Director of Sanitation Services and Fleet Management

Steve Richards, Code Enforcement Administrator

ATTACHMENTS:

- 1) Proposed Ordinance
- 2) Planning Board Minutes May 2018
- 3) Planning Board Workshop Minutes June 2018
- 4) Proposed Ordinance Draft Reviewed by Planning Board

PRESENTATION: No

PROPOSED
ORDINANCE NO. _____

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA, TITLE XII LAND DEVELOPMENT CODE, CHAPTER 12-4 REGULATING SIGNS; REPEALING AND REPLACING SECTION 12-4-6 TEMPORARY SIGNS TO CONFORM TO THE REQUIREMENTS OF LAW AND PROVIDING FOR ENFORCEMENT; AMENDING SECTION 12-14-1 DEFINITIONS ENUMERATED; AMENDING DEFINITION OF TEMPORARY SIGNS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola finds and determines that it is appropriate to update and revise its Land Development Code relative to temporary signage to be in conformity with the judicial requirements of law;

WHEREAS, the City of Pensacola finds and determines that in meeting the purposes and goals established in this recital, it is appropriate to regulate temporary signs, as set forth in Section 12-4-6;

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

SECTION 1. Section 12-4-6 of the Code of the City of Pensacola, Florida, is hereby repealed and replaced to read as follows:

~~Sec. 12-4-6. Temporary signs~~

~~The following temporary signs are allowed without a permit, unless otherwise required below:~~

- ~~(A) Signs advertising the sale, lease or rental of real estate. Non-illuminated signs advertising the sale, lease or rental of the real estate (including buildings) on which the sign is located provided such signs meet the following conditions:~~
- ~~(a) Such signs shall not exceed six (6) square feet in surface area within R-1AAAAA, R-1AAAA, R-1AAA, R-1AA, R-1A, R-ZL zones.~~
 - ~~(b) Real estate in all other zones except the special districts identified in section 12-4-6 may be advertised by a sign not to exceed thirty two (32) square feet.~~
 - ~~(c) Such signs shall be removed immediately upon closing.~~

- ~~(d) Such signs shall be no closer than seven (7) feet to the curb or edge of the pavement of the road.~~
- ~~(B) Construction site identification signs. Non-illuminated construction site identification sign identifying the project, the owner or developer, architect, engineer, contractor, subcontractors, and funding sources, and may contain related information provided such signs meet the following conditions:~~
- ~~(a) One sign per street frontage of the site may be erected and the sign(s) shall not exceed fifty (50) square feet in area.~~
- ~~(b) All such signs shall be removed within five (5) days after the completion of construction.~~
- ~~(c) Such signs shall be no closer than seven (7) feet to the curb or edge of the pavement of the road.~~
- ~~(C) Holiday displays. Displays, including lighting, erected in connection with the observance of official holidays. Such displays shall be removed within five (5) days following the holidays.~~
- ~~(D) Political signs which meet the following requirements:~~
- ~~(a) The maximum size of any political sign erected in the city shall be sixteen (16) square feet.~~
- ~~(b) All political signs shall be supported by posts or uprights furnished by the installer of said sign and in no case will signs be supported by power poles, telephone poles, fence or fence posts, trees or any other structure not furnished specifically for the particular sign.~~
- ~~(c) All political signs shall be located only on private property except as provided herein. This applies to all public property located within the city limits.~~
- ~~(d) Political signs are allowed on public right-of-way adjacent to occupied homes or businesses with the consent of the occupant, but no closer than three (3) feet to the curb or edge of the road. Provided, however, a political sign shall not be allowed on any public right of way unless the person whose candidacy is advertised thereby shall first agree in writing to indemnify, defend and save harmless the city from and against any and all claims for property damage or bodily injury, including death, arising out of or in connection with the presence of such political sign advertising his candidacy in any public right-of-way.~~
- ~~(e) Political signs shall not be installed in any required visibility triangle, as described in section 12-2-35, where the sign will obstruct the view of the motorist at an intersection.~~
- ~~(f) No political sign shall be placed on a vacant lot or on a lot with a uninhabited primary structure unless a letter from the property owner is on file with the inspection division indicating that permission has been granted.~~
- ~~(g) All political signs installed in the city shall be removed within ninety (90) days of installation or within five (5) working days of the time a candidate is elected or eliminated from the race, whichever occurs first.~~
- ~~(h) Any political sign not in compliance with this subsection shall be removed by the candidate within twenty-four (24) hours of notification or the sign shall be~~

~~removed by the city at the direction of the mayor. When signs are removed by the city, the candidate's name and number of signs collected will be recorded against the specific complaint. Candidates shall pay a service charge of two dollars (\$2.00) for each sign removed by the city before the election and fifteen dollars (\$15.00) for each sign removed after the election for which the candidacy is advertised.~~

~~(i) For the purposes of this subsection, a political sign is a sign which promotes or endorses the nomination or election of a candidate for political office.~~

~~(E) *Portable signs.* One portable sign, limited to two (2) sign faces back to back and not exceeding thirty two (32) square feet each, shall be permitted at any location, except in residential districts and where prohibited otherwise in this title, provided that the display of such sign not exceed a period of seven (7) calendar days within any six-month period. The sign owner is required to obtain a permit for portable signs.~~

~~(F) *Garage sale signs* which meet the following requirements:~~

~~(a) No more than two (2) signs advertising such garage sale shall be permitted.~~

~~(b) Such signs shall be located only on the premises of the applicant upon which the sale is conducted or on the street right-of-way immediately adjacent to the premises.~~

~~(c) Such signs shall be no more than two (2) feet by two (2) feet in size.~~

~~(G) *Temporary banners* indicating that a special event, i.e., public or community event, such as a fair, carnival, festival or similar activity is to take place with the following conditions:~~

~~(a) Such banner shall be erected no sooner than two (2) weeks before the event.~~

~~(b) Such banner must be removed no later than three (3) calendar days after the event.~~

~~(c) Banners extending over street rights-of-way require approval of the city manager.~~

~~(H) *Architectural signs.* Permanent banners, murals and other decorative features of buildings which are determined to be architectural in nature and approved by the appropriate review board shall be allowed on buildings in the gateway review district, the governmental center district, the Palafox historic business district, the waterfront redevelopment district, the West East Hill preservation district, the South Palafox business district, the Pensacola historic district, and the North Hill preservation district. Such architectural features which also serve the purpose of informing the public about the building or events therein may be changed periodically provided they remain in compliance with the design approved by the appropriate review board.~~

~~(I) *Other temporary signs.* Temporary signs not covered in the foregoing categories, so long as such signs are allowed within the district, meet the following restrictions, and a permit has been granted by the city manager or his designee:~~

~~(a) Not more than one (1) such sign may be located on any lot.~~

~~(b) No such sign may exceed thirty two (32) square feet in surface area, unless prior approval is granted by the mayor or his designee.~~

- ~~(c) Such sign may not be displayed for longer than fourteen (14) consecutive days, prior to the activity or event.~~
- ~~(d) All sign locations must have the prior approval of the mayor or his designee.~~
- ~~(e) If a sign is located within the public right-of-way, a certificate of insurance acceptable to the city shall be provided.~~

Sec. 12-4-6. – Temporary signs; enforcement

(A) Temporary signs shall meet the criteria and limitations set forth in Table 1, shown below:

TABLE 1. CRITERIA AND LIMITATIONS FOR TEMPORARY SIGNS

<u>Property Use</u>	<u>Residential</u>	<u>All Other</u>
<u>Maximum number of temporary signs per parcel</u>	<u>4</u>	<u>4</u>
<u>Maximum sign size (area) for a temporary sign ¹</u>	<u>4 sq. ft.</u>	<u>16 sq. ft.</u>
<u>Maximum sign height for a temporary freestanding sign ²</u>	<u>6 ft.</u>	<u>6 ft.</u>
<u>Maximum sign height for a temporary attached sign</u>	<u>15 ft.</u>	<u>15 ft.</u>
<u>Minimum sign setback required to be maintained by a temporary freestanding sign from any property line ³</u>	<u>5 ft.</u>	<u>5 ft.</u>
<u>Maximum aggregate surface area allocated for all temporary signs on a parcel ⁴</u>	<u>16 sq. ft.</u>	<u>64 sq. ft.</u>
<u>Whether temporary sign is allowed on public property or public right-of-way</u>	<u>No</u>	<u>No</u>
<u>Whether temporary sign is allowed within a sight visibility triangle</u>	<u>No</u>	<u>No</u>
<u>Whether direct illumination of surface of a temporary sign is allowed</u>	<u>No</u>	<u>No</u>
<u>Duration allowed after event ends</u>	<u>14 calendar days</u>	<u>14 calendar days</u>

¹ The square footage limitation is per side for a back-to-back sign. For example, a four square foot limitation means that there is a limit of four square feet of surface area per side of a back-to-back sign, and an aggregate limit of eight square feet is allowed if the sign is a back-to-back temporary sign.

² Not applicable to flags displayed on flagpoles.

³ Minimum sign setbacks do not apply to attached signs. All temporary signs are prohibited on public property and from public rights-of-way.

⁴ There is no limit to the number of separate messages that may appear on the allowable surface(s) of any temporary sign. The maximum aggregate surface area allowed is subject to circumstances that may reduce the maximum aggregate surface area allowable on some parcels.

(B) Signs found to be in violation of Section 12-4-6 will be removed. Further, violation of this ordinance shall be punished by fine to be paid by any person recovering the removed sign as provided by Section 1-1-8, Code of Ordinances of the City of Pensacola.

SECTION 2. Section 12-14-1 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-14-1. – Definitions enumerated.

As used in this title and unless the context clearly indicates otherwise:

. . .

Sign means any device, display or structure, or part thereof, which advertises, identifies, displays, directs or attracts attention to an object, person, institution, organization, business, product, service, event or location by the use of words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images.

Sign, abandoned. A sign which advertises a business that is no longer licensed, no longer has a certificate of occupancy, or is no longer doing business at that location.

Sign, accessory. Sign which directs attention to a profession, business, commodity, service, entertainment or other activity conducted, sold or offered on the premises.

Sign, advertising display area. The advertisement display surface area as measured from the outside edge of the sign or the sign frame, whichever is greater, excluding the area of the supporting structures provided that the supporting structures are not used for advertising purposes and are of an area equal to or less than the permitted sign area.

Sign, attached or wall sign. Any sign painted on or attached to and erected parallel to the face of, or erected and confined within the limits of, the outside wall of any building or supported by such wall or building and which displays only one advertising surface.

Sign, freestanding. A sign which is supported by one or more columns, uprights, or braces in or upon the ground and is not attached to a building.

Sign, nonaccessory. A sign which directs attention to a business, profession, commodity, service, entertainment or other activity conducted, sold or offered off the premises.

~~*Sign, political.*~~

Sign, portable. A sign or advertising device designed to be temporary in nature and movable including those mounted on a trailer-type vehicle, with or without wheels. A-frame signs, balloon signs and all other similar type signs not permanently attached to the ground or a building.

Sign, real estate.

~~*Sign, temporary.* A sign intended to advertise community or civic projects, construction projects, property for sale, lease or rent, or special events on a temporary basis for a designated period of time. Signs that are erected for a period of time not to exceed one (1) year, excluding signs that are handheld or continuously attended.~~

Sign, tri-faced nonaccessory. A sign composed of sections which rotate to display a series of advertisements, each advertisement being displayed for at least five (5) seconds continuously without movement and the movement of the sections between displays being not more than two (2) seconds.

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

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

SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



PLANNING SERVICES

THE UPSIDE *of* FLORIDA

MINUTES OF THE PLANNING BOARD

May 8, 2018

MEMBERS PRESENT: Chairman Paul Ritz, Nathan Monk, Nina Campbell, Kurt Larson, Jared Moore, Danny Grundhoefer, Victor Jordan

MEMBERS ABSENT: None

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Steve Richards, Code Enforcement Officer, Rusty Wells, Assistant City Attorney, Lysia Bowling, City Attorney, Don Kraher, Council Executive, Robyn Tice, Clerk's Office

OTHERS PRESENT: John McFarland, Diane Mack

AGENDA:

- Quorum/Call to Order
- Swearing in of New Board Member – Mr. Victor Jordan
- Approval of Meeting Minutes from April 10, 2018
- New Business:
 1. Request for Site Plan Approval for 5057 N. 9th Avenue – Publix
 2. Consider Amendment to LDC Chapter 12-10 Floodplain Management
 3. Consider Amendment to LDC Section 12-2-6 Residential/Office Land Use District & LDC Section 12-2-8 Commercial Land Use District.
 4. Consider Amendment to LDC Section 12-4-6 Temporary Signs and LDC Chapter 12-14 Definitions.
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:01 pm with a quorum present.

Swearing in of New Board Member – Mr. Victor Jordan was sworn in by the Clerk's Office.

Approval of Meeting Minutes

Mr. Larson made a motion to approve the April 10, 2018 minutes, seconded by Ms. Campbell, and it carried unanimously.

New Business

Request for Site Plan Approval for 5057 N. 9th Avenue - Publix

John McFarland, Jacobs Engineering, has submitted an application for aesthetic approval for exterior modifications to the property located at 5057 N. 9th Avenue.

This property is located within the North 9th Avenue Corridor Management Overlay District and is subject to the review provisions as outlined in Section 12-2-24. The improvements proposed include a canopy roof structure at existing supermarket entrance to provide protection from the elements for both patrons approaching and an exterior shopping cart stack area.

Mr. McFarland presented to the Board. Chairman Ritz advised the canopy fit the character of the supermarket. Ms. Campbell explained it was appropriate with the structure, and there was a need for it. Mr. Jordan observed the treatment was for one door and asked why the treatment was not appropriate for the second entrance. Mr. McFarland advised that so many of the stores have vestibules for cart storage; the thought here would be to protect shopping carts and combining it with an entrance canopy. He advised the company treated entrances differently. Mr. Larson asked if this design was standard, and Mr. McFarland advised he had not seen this one before. He stated they had a plan to place bollards in front of two existing ramps. Mr. Monk wanted clarification as to why this project was before the Board, and Chairman Ritz explained that with the 9th Avenue Corridor Overlay, projects would now come before this Board for aesthetic approval. Mr. McFarland stated the base would be split face concrete block which has a textured finish. Mr. Monk explained he preferred anything over textured cinderblock. Chairman Ritz suggested specifying some type of brick with a color to match the building in the motion, and stated the project would return for an abbreviated review by the Chairman for verification. **Mr. Monk made a motion that a tan colored brick be used as the product in place of split-face concrete block to return in an abbreviated review. It was seconded by Mr. Grundhoefer.** Mr. McFarland explained there might not have been a lot of thought put into the cultured stone. Mr. Monk explained the size of the cinderblock versus the size of the brick implies value and time. Ms. Campbell noted the textured surface on the right side and asked if there were any other options. Mr. McFarland stated they were trying to use the existing colors of the building, and there were several products which looked like cultured stone. Mr. Grundhoefer pointed out everything being discussed was foreign to the existing materials, with the desire being something durable and more elegant. He was agreeable with the brick since it would be attainable and compatible to the existing materials. **The motion then carried unanimously.**

Consider Amendment to LDC Chapter 12-10 Floodplain Management

Mr. Bill Weeks, Chief Building Official, is requesting consideration of a Land Development Code Amendment to Chapter 12-10 – Floodplain Management. This amendment is a mandate directly from the State of Florida Division of Emergency Management and will enable the City to remain compliant with the Community Rating System (CRS). By maintaining the City's CRS rating, our citizens are able to enjoy discounts on their flood insurance premiums. The attached proposed language will completely replace the existing Chapter 12-10 and would satisfy the requirements of the state.

Mr. Weeks explained that currently there are over 300 communities in the National Flood Insurance Program (NFIP) for the State of Florida with different floodplain ordinances. Participation in the program to reduce future floodplain risks makes federal flood insurance available against flood losses. Action was required by our community to repeal and replace local floodplain management regulations. Chairman Ritz offered that coming into compliance with this ordinance would be a positive direction and would bring Pensacola into compliance. Mr. Larson pointed out as being a responder who inspects facilities after an

event, if the ordinance was not approved as submitted, we would not be eligible for the lower income families to obtain the grant monies available and would hinder rebuilding. Mr. Monk agreed it was something the Board needed to do. Mr. Weeks advised that currently Pensacola was a Class 7 community with a 15% designation and by adopting this ordinance, we could become a Class 6 more easily which would give an additional 5% discount. **Mr. Jordan made a motion to approve, seconded by Ms. Campbell. The motion then carried unanimously.**

Consider Amendment to LDC Section 12-2-6 Residential/Office Land Use District & LDC Section 12-2-8 Commercial Land Use District.

On April 12, 2018, City Council referred to this Board for review and recommendation an Amendment to Land Development Code Section 12-2-6 Residential/Office Land Use District and 12-2-8 Commercial Land Use District. This proposed amendment would require all permitted uses requesting a drive through component to be subject to LDC Section 12-2-78 – Conditional Use Permits. If approval is recommended, staff will make the appropriate changes in each section of the code under each zoning district due to the cumulative nature of our code. The amendment would include all businesses that have a drive through component such as banks, pharmacies, dry cleaners, and restaurants. Chairman Ritz explained this amendment covered the entire city limits. Ms. Deese confirmed every drive-thru would come before this Board and the City Council for approval. Mr. Monk did not understand the motivation since we have more and more small local businesses with a drive-thru and did not see any reason to add another element to become an impediment to small businesses and a nuisance to big corporations. Mr. Grundhoefer explained if a person wanted to place a drive-thru next to a residential zone because it would be allowed, might not be an appropriate situation. The Board would look favorably on an establishment such as Taco Bell if it was not adjacent to residential, and the Board could actually review for aesthetic appeal. Ms. Campbell advised she would actually support this amendment.

Mr. Andrew Landis Power stated you could have the best of both worlds if you specified if they were in so many feet of a residential area, they would come before the Board. Ms. Deese advised there was a \$2000 filing fee for a Conditional Use Permit application. Mr. Monk thought of young entrepreneurs having a small coffee shop or dry cleaner enduring a \$2,000 filing fee when they could be denied while corporations would have no problem. This might cause the make or break of small businesses. Ms. Campbell offered if \$2,000 would make or break them, they didn't need to go into business. Mr. Monk explained the small business might not even choose to apply. **Ms. Campbell made a motion to accept the amendment as presented, seconded by Mr. Grundhoefer. The motion was denied 4 to 3, with Mr. Monk, Mr. Larson, Chairman Ritz, and Mr. Moore dissenting.**

Consider Amendment to LDC Section 12-4-6 Temporary Signs and LDC Chapter 12-14 Definitions.

In June 2015, the United States Supreme Court issued a decision in *Reed v. Town of Gilbert, Ariz.*, - U.S.-, 135 S. Ct. 2218 (2015) which clarified that temporary signs must be regulated in a content-neutral manner. This ruling impacted sign codes across the country, including the City of Pensacola's, because temporary signs are typically regulated by sign message. The Land Development Code currently provides specific regulations for temporary signs including real estate, political, construction, holiday displays, portable, garage sale, temporary banners, architectural or other temporary signs. These regulations are content-based and must be revised. Mr. Derek Cosson's comments have also been provided to the Board.

Chairman Ritz advised there was visual clutter with temporary signs especially during election times and agreed with Mr. Cosson's comments on the placement distance. He explained he lives on a road with a very large right-of-way, and if he went to the property line and stepped back 5 feet, he would

be quite a distance from the road and not visible. With that in mind, he preferred a shorter distance from the property line. Ms. Deese clarified the new ordinance would consist of a table with the maximum sign heights and square footage and four footnotes. Mr. Monk noted the decision from the Supreme Court and the desire of the City to conform, but he was still waiting on an answer regarding panhandling, and he was not in a rush to push this through especially in an election season. Mr. Jordan confirmed temporary signs could be up for one year or three days after the event takes place. City Attorney Bolin advised the Board needed to find a method to regulate temporary signs on a content-neutral basis. She pointed out the document was examined very carefully by Code Enforcement and Inspections to contain what was best for our community. This was the approach many cities were taking to revise the ordinances. Mr. Monk asked if the content-neutral approach would be limited to signs which were placed on metal brackets and placed in the ground or ones held by human beings. Ms. Bolin explained they would look at the definition of a sign in the Code which would not lend to a sign held by a human being. She directed the Board to page 5 for the language "Signs which are erected for a period of time not to exceed one (1) year." Per the Board's request, Ms. Deese read the definition of a sign from the current Land Development Code Section 12-14-1 *"Sign means any device, display or structure or a part thereof, which advertises, identifies, displays, directs or attracts attention to an object, person, institution, organization, business, product, service, event or location by the use of words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images."* Chairman Ritz emphasized the Board was not evaluating the content of the sign.

Diane Mack addressed the Board and stated they had been given a can of worms; what is before the Board is bad law, and what has happened is bad law making. She had read the Supreme Court decision word for word but noted that decision was delivered three years ago, and asked the Board not to rush into it. She explained the Council should be asked if they wanted to totally eliminate any kind of sign in the right-of-way which is a policy issue. She advised the Board needed to hear from Code Enforcement what would be workable and efficient enforcement. She recommended the Board conduct a workshop for fact finding with realtors, politicians and non-profit organizations. Mr. Jordan asked how the ordinance came before the Board, and Ms. Bolin advised they had drafted the ordinance for Council. Ms. Deese clarified that from time to time there were Code amendments from specific departments. This request was from a combination of departments including the City Attorney's Office, Code Enforcement and Building Inspections. **Mr. Monk made a motion for a workshop sometime after November 6, which was not a motion to approve but to workshop this particular ordinance with those agencies mentioned. It was seconded by Mr. Jordan.** Ms. Deese clarified that Planning staff does not deal with this particular Code section and noted it would not be appropriate to comment.

Steve Richards of Code Enforcement stated the constitutionality of the ordinance was questioned and brought to Administration who found there were some problems. The revised ordinance was more concise than the original one, and he explained he could get the information on who brought this ordinance forward. Chairman Ritz asked if often there were issues with improperly placed signs. Mr. Richards advised they worked with two ordinances dealing with temporary signs; this one identified political signs and the placement and length of time. He stated they worked all angles, and the ordinance was basically invalid, and they could not enforce it. Ms. Bolin stated they had anticipated that since the decision came down they would need to amend the Code, and Mr. Wells and Ms. Morris

worked on the redraft of the Code which is pending for Council approval. Chairman Ritz clarified the Board was acting on the revision of the ordinance and was it right for Pensacola. If the motion was approved, it would not go to City Council. Ms. Deese explained staff would notify Council staff on the Board's recommendation. The time limits state Planning Board has 45 days to make a decision unless a longer or shorter period is specified. Mr. Larson liked the idea of examining the distances of the property lines. Since the process required time, Chairman Ritz suggested the review process begin before November 6. Mr. Grundhoefer explained there were no dramatic changes in the ordinance, with the biggest element being allowing signs on the right-of-way, and he was embarrassed at the amount of existing signage on the right-of-ways. He explained one of the tasks of the Board was to protect the beauty of the city for its citizens. Mr. Richards advised the problem would only get worse.

Ms. Mack again addressed the Board and stated the fact the Supreme Court handed down its decision did not invalidate the current ordinance. Mr. Monk failed to see the sense of urgency on signage with \$15 fines, when real human beings have been arrested repeatedly for doing basic human functions without any answer; the sudden need for this change did not make sense. Mr. Jordan asked if Enforcement had been told to not enforce the ordinance, and Mr. Richards stated they were instructed by the City Administrator to hold off on enforcement of this particular ordinance and forward it to the Legal Department. Ms. Bolin explained that the current ordinance was valid until it was either changed by Council or challenged in court, however, they anticipated that Council could go forward with an ordinance without going through the Planning Board. It was a decision of Administration not to enforce, since it was anticipated that there would be new language. Chairman Ritz agreed the Board had set dates further down the calendar to allow interested parties to be involved. Mr. Wells advised he had worked on the ordinance, and the reason for the ordinance coming before the Board was the provision in the LDC that states the Council itself cannot amend the LDC without first bringing the issue before the Planning Board for its recommendation. He also stated the Council was probably not aware this document was with the Board today. Through the process of recodification, he noted many sections were amended which conflicted with what the signage should be. The City Administrator had asked the City Attorney to look at the political sign issue and come up with a proposed alternative to meet the criteria, and because the political sign was one of several issues in the temporary sign code section, she chose to provide an ordinance which dealt with all temporary signage. This ordinance was patterned after many cities in Florida. He explained putting off a decision until after the elections was a good decision, but it would not be a solution Mr. Richards could use without some direction from the City Administrator.

Mr. Monk said it sounded like someone who was running for office brought up the situation. Mr. Moore pointed out we all get angry about lawsuits for misspent tax dollars and asked about the timeline for a workshop. Ms. Deese explained it would be the same as a regular meeting with the normal advertisements, but no quorum was required since action would not be taken. Whatever consensus was found by the Board would be presented at a regularly scheduled Board meeting as an agenda item. Mr. Monk pointed out if the workshop was before the election, anyone who was running for office would have to address this issue, and he did not feel signs were the number one issue facing Pensacola. Passing it as is and if you had \$100,000 in your campaign fund, you could place political signs on every property your friend owns; it would be the "wild wild west" for political signs except they would not be in right-of-ways. Mr. Grundhoefer suggested the Board should act sooner

than November. Chairman Ritz explained if the process began in August and followed a specific timeline, it could take until after November to complete.

Ms. Bolin advised they had consulted with Code Enforcement, and it was correct legally based on what other communities were doing; it was content neutral, and as indicated, a revision was in the works, but the ordinance needed to be amended. Chairman Ritz asked for the earliest date available for the workshop. Ms. Deese confirmed that part of the process was looking at the Escambia County ordinance which had recently been amended, and this could serve as an example to consider. Ms. Deese explained that she would contact members in the next day or so for each member's availability for a workshop. Ms. Bolin advised she would work with Ms. Deese and obtain input from Ms. Mack and other key people and provide other examples of ordinances for the Board.

Mr. Monk amended his motion to have a workshop prior to the July 2018 Board meeting, seconded by Mr. Jordan, and it carried unanimously. Ms. Deese clarified that the Board was tasked to provide Council with a recommendation, and with postponing in favor of a workshop, the Board was withholding a recommendation, but she would still notify through Council staff the Board's decision and to make them aware that the issue would eventually come to Council.

Open Forum – None

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 4:08 pm.

Respectfully Submitted,

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

Brandi C. Deese
Secretary to the Board



PLANNING SERVICES

THE UPSIDE of FLORIDA

MINUTES OF THE PLANNING BOARD

June 26, 2018

MEMBERS PRESENT: Chairman Paul Ritz, Nathan Monk, Kurt Larson, Jared Moore, Danny Grundhoefer, Victor Jordan

MEMBERS ABSENT: Nina Campbell

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Steve Richards, Code Enforcement, William Weeks, Building Official

OTHERS PRESENT: Don Kraher, Council Executive, Diane Mack, Derek Cosson, Drew Buchanan

AGENDA:

- Call to Order
- Discussion of Amendment to Land Development Code Section 12-4-6 – Temporary Signs
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:03 pm with a quorum present.

Discussion of Amendment to Land Development Code Section 12-4-6 – Temporary Signs

Chairman Ritz explained to the audience that no decision making would occur at this meeting, but the Board would ask for input from the public on temporary signs. He indicated because of the political season, he had seen an explosion of signage for rallies and meetings, with some being cleared out afterwards. He then asked for audience input.

Ms. Mack provided the Board with some suggestions and was mostly concerned with what would be most enforceable, thinking of the needs of the political candidates and realtors as well. She argued against attached signs since aesthetics matter in the city and did not think we needed signs plastered on walls, fences, lampposts, or any permanent fixture. In the case of downtown Pensacola, she advised using a plastic planter with the political signage. Chairman Ritz pointed out her building was up to the sidewalk, and suggested someone on the second floor would use the window which might be less effective. Ms. Mack advised that was a decision the Board would need to make on how cluttered they wanted the city to be. Regarding specificity for the sign size, she suggested using something where Code Enforcement could see at a glance for enforcement without having to measure. Regarding real estate for sale signs needing more than the maximum length of time, perhaps they could be issued a permit for a definite period of time. She also suggested that whatever the City decided should coordinate with HOA covenants. Regarding banners, the Board could specify locations for a permitted banner for a specified time.

Chairman Ritz pointed out if he was a politician, he might want the larger 4x4 signs which are more noticeable.

Mr. Monk stated he had made a records request, but had not received the information. He pointed out there were several large political races going on which would make changes to the community. He advised the City had a robust ordinance which gave very specific and finite rules for Code Enforcement to execute, and now this version is essentially a strike-thru. Location becomes an ambiguous situation with different zoning districts and scenarios. If approved, he understood it to mean any politician who had the funds to do so could install signage in all sorts of places where they were previously not allowed. He understood the Supreme Court ruling and the necessity to comply with it, but there had been other Supreme Court rulings that we have not been so quick to follow through with. He wanted compliance and for Code Enforcement to be able to execute what they need to, but the timing of revising the ordinance within a political season concerned him.

Mr. Grundhoefer disagreed because he believed the goal was to get rid of the content and make it content neutral and did not feel it had any impact on the political scene. He felt the city would benefit because it would be getting more restrictive with where the signs could be placed; politicians could no longer place their signs in the right-of-way which would contribute to the beauty of the city. Mr. Monk asked who could be fined, and Chairman Ritz asked if the ordinance was approved by Council, what the enforcement process would be. Mr. Richards advised they tried to be proactive – if they saw it, they would enforce it. If it was in the right-of-way where the property owner had not given permission, they would contact the property owner. If it was in the yard and oversized or not on the proper signpost, they would contact the property owner since they gave permission. He stated the present ordinance gives permission to collect signs and dispose of them. Chairman Ritz appreciated that the revisions neutralized the message content and removed signage from the right-of-ways, and he was more inclined to do something like this for the aesthetic benefit. Mr. Monk felt the discussion was brought about by political signage, and Mr. Grundhoefer was looking at it from a broad sense that the city was trying to clean up the clutter on the right-of-ways.

Chairman Ritz agreed that it was the visually cluttered signage for various purposes that was undesirable. He pointed out it would be interesting when a body of elected officials had to decide this issue since they were the ones who were those politicians who might live and die by being able to place political signs as they saw fit. He referenced Ms. Mack's suggestion regarding permits. Mr. Larson pointed out the slow down reminder signage for speed control in various neighborhoods. Mr. Richards explained his division removed garage sale signs from right-of-ways since the signage should be placed on the property of the garage sale. Mr. Grundhoefer suggested that getting the permission of the neighbor for a garage sale should also apply to real estate or political signage. Chairman Ritz agreed working with the neighborhood was a good thing. Mr. Monk felt this would only hurt small politicians, small businesses and minorities; persons with resources and power would continue to do what they do.

Mr. Jordan asked if the Board made a change in the ordinance, what impact would it have on Code Enforcement. Mr. Richards advised he currently had three field officers who enforce the LDC, illegal dumping, and abandoned cars. He stated a change in the ordinance would make them busy at first regarding right-of-ways, but they would place that as a priority. He explained they would distribute the new ordinance and educate first before issuing fines. Regarding sign spinners, Chairman Ritz explained in looking at the text, temporary signage cannot be attached to a building. Mr. Monk addressed religious groups standing in the right-of-ways with their signage expressing their opinions. Mr. Grundhoefer suggested this ordinance would not prohibit that and perhaps it should read "temporary signs are attached signs." If someone carried a sign, it would not be attached; perhaps banners and flags, etc., should be listed in the language.

Mr. Monk suggested the ability to express one's written opinion or who they support religiously, politically or in business is a fundamental constitutional right, and he did not feel right about just striking the language and was nervous about the why and how.

Mr. Grundhoefer stated Escambia County included language describing what an air-activated sign was, but he did not know if the ordinance needed to go into that much detail, but it could identify those as included in the temporary signs. However, he still did not want signage in the right-of-way. Chairman Ritz agreed if the signage was on private or a business property, this would be acceptable. Mr. Monk brought up someone selling goods in the right-of-ways and that this change was being brought forward for political reasons and who would actually benefit from the political signs instead of looking at all those who would be hurt as a result. He felt the Board needed time to walk through this and take the time to look at the new yoga shop, the taco stands and small businesses and remember that the city had encouraged new businesses, but now it would not be letting them advertise. He was thinking of businesses on 12th Avenue where they were trying to build up to the next Seville Square type foot traffic.

Chairman Ritz asked if there was a staff timeline on moving this item forward. Ms. Deese stated it had been considered and would not be on the July meeting agenda due to notification requirements. It would be placed on the August Planning Board agenda at the very earliest. Chairman Ritz pointed out the present timeline would not impact the current election season. Ms. Deese advised another consideration would be the 45-day rule in the LDC which applies to Planning Board, and even though the Board was not making a decision today, it should specify its intentions. Chairman Ritz was thankful for Ms. Mack and wanted to get more input from others especially in the workshop sessions which could offer other suggestions in support or opposition. He emphasized the changes would move the current clutter from the right-of-ways and force people to find a place on private property for their signage.

Mr. Jordan asked if the City Attorney had given a date for this adjustment, and Ms. Deese indicated she had not given a target date. Mr. Grundhoefer pointed out what made this worse was because the Board now knows about it, and if it didn't act, someone could sue and win. Mr. Richards advised they do enforcement but always contact people and give them a reasonable amount of time to concur using discretion and common sense. Chairman Ritz appreciated the fact they were removing clutter from the right-of-ways onto property. He pointed out the Board could direct staff to include verbiage for August specifically addressing people holding signs. Mr. Grundhoefer emphasized this requirement was not trying to clean up a city but trying to make the content neutral to prevent parties from suing. However, it was an opportunity to beautify the city. Mr. Jordan stated he would not even address people holding signage. Mr. Richards stated in their process, they would receive a complaint and then would have to make a determination regarding the ordinance violation. **Chairman Ritz again felt staff should look into handheld signage from a legalistic side as well as how it is handled in other jurisdictions to accommodate Code Enforcement.**

Mr. Weeks pointed out there was not enough staff to monitor permits for temporary signage; permanent signage is permitted. He referred to temporary signage per parcel and felt it did not need to address people standing on a street corner holding a sign. As an example, he used protest signs on the right-of-ways being permitted; those would be First Amendment rights. Mr. Monk suggested the Board was making a ruling for the city regardless of who comes into power. Mr. Weeks advised in being a long-time resident of East Hill, this issue also affects him. Chairman Ritz suggested the changes took the vagueness out of the ordinance. Mr. Richards advised they issued notices of violations; sometimes it was verbal and people took action immediately. For the "We Buy Houses" signage, he stated he had an officer call stating he was interested in selling his house and met those people at one of the houses and issued a ticket. Sometimes they picked up the signs and called the individuals to explain the ordinance.

Mr. Monk asked if there was a compromise regarding the right-of-ways which could be content neutral. Mr. Richards advised the biggest learning curve would be no signage in the right-of-ways. Mr. Jordan asked Ms. Mack if she had reviewed the Escambia County ordinance, and she stated she had done so briefly but would wait until the August meeting to explain some of her objections. She also advised with the current ordinance, political signs adjacent to private property call for the owner's permission. Mr. Grundhoefer pointed out this revision would address that. Chairman Ritz stressed if there was any other specific language on the hand held signage, he would appreciate that information. **Ms. Deese confirmed the Board wanted a legal determination on a person holding a sign regardless of the message, what others have done, and what is legal; what city was able to make the least number of changes to comply with the court ruling; and is there some compromise that is content neutral that still allows signage within the right-of-ways.** Chairman Ritz advised if the Board confirmed the ordinance in August, it would proceed to Council in September, with a second reading in October. Ms. Deese advised there was probably not enough time for advertising since the August Planning Board date is later than usual. The ordinance would most likely go before the Council in October with a second reading in November and would not affect the current election cycle. Chairman Ritz indicated if the ordinance moved forward from Council, 2019 would present a new learning curve for signage within the city.

Since there were no applications to consider, Ms. Deese informed the Board there would be no July meeting.

Adjournment – With no further business, Chairman Ritz adjourned the workshop meeting at 3:35 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'B. Deese', with a long horizontal flourish extending to the right.

Brandi C. Deese
Secretary to the Board



PLANNING SERVICES

THE UPSIDE *of* FLORIDA

MEMORANDUM

TO: Planning Board Members
FROM: Brandi Deese, Assistant Planning Services Administrator
DATE: April 30, 2018
SUBJECT: Proposed Amendment to LDC Chapter 12-4-6 – Temporary Signs

In June 2015, the United States Supreme Court issued a decision in *Reed v. Town of Gilbert, Ariz.*, - U.S., 135 S. Ct. 2218 (2015) which clarified that temporary signs must be regulated in a content-neutral manner. This ruling impacted sign codes across the country, including the City of Pensacola's, because temporary signs are typically regulated by sign message. The Land Development Code currently provides specific regulations for temporary signs including real estate, political, construction, holiday displays, portable, garage sale, temporary banners, architectural or other temporary signs. These regulations are content-based and must be revised.

**PROPOSED
ORDINANCE NO. _____**

ORDINANCE NO. _____

**AN ORDINANCE
TO BE ENTITLED:**

**AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA
AMENDING SECTION 12-4-6 OF THE CODE OF THE CITY
OF PENSACOLA, FLORIDA; AMENDING REGULATION OF
TEMPORARY SIGNS IN THE LAND DEVELOPMENT CODE
TO CONFORM REGULATION TO THE REQUIREMENTS
OF LAW; CREATING SECTION 12-4-6 (a) PROVIDING FOR
REMOVAL OF SIGNS IN VIOLATION; AMENDING
SECTION 12-14-1 TO AMEND THE DEFINITION OF
TEMPORARY SIGNS; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Pensacola finds and determines that it is appropriate to update and revise its Land Development Code relative to temporary signage to be in conformity with the judicial requirements of law;

WHEREAS, the City of Pensacola finds and determines that in meeting the purposes and goals established in this recital, it is appropriate to regulate temporary signs, as set forth in Section 12-4-6;

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

SECTION 1. Section 12-4-6 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-4-6. – Temporary signs

Temporary signs shall meet the criteria and limitations set forth in Table 1, shown below:

TABLE 1. CRITERIA AND LIMITATIONS FOR TEMPORARY SIGNS

<u>Property Use</u>	<u>Residential</u>	<u>All Other</u>
<u>Maximum number of temporary signs per parcel</u>	<u>4</u>	<u>4</u>

<u>Property Use</u>	<u>Residential</u>	<u>All Other</u>
<u>Maximum sign size (area) for a temporary sign ¹</u>	<u>4 sq. ft.</u>	<u>16 sq. ft.</u>
<u>Maximum sign height for a temporary freestanding sign ²</u>	<u>6 ft.</u>	<u>6 ft.</u>
<u>Maximum sign height for a temporary attached sign</u>	<u>15 ft.</u>	<u>15 ft.</u>
<u>Minimum sign setback required to be maintained by a temporary freestanding sign from any property line ³</u>	<u>5 ft.</u>	<u>5 ft.</u>
<u>Maximum aggregate surface area allocated for all temporary signs on a parcel ⁴</u>	<u>16 sq. ft.</u>	<u>64 sq. ft.</u>
<u>Whether temporary sign is allowed on public property or public right-of-way</u>	<u>No</u>	<u>No</u>
<u>Whether temporary sign is allowed within a sight visibility triangle</u>	<u>No</u>	<u>No</u>
<u>Whether direct illumination of surface of a temporary sign is allowed</u>	<u>No</u>	<u>No</u>
<u>Duration allowed after event ends</u>	<u>3 calendar days</u>	<u>3 calendar days</u>

¹ The square footage limitation is per side for a back-to-back sign. For example, a four square foot limitation means that there is a limit of four square feet of surface area per side of a back-to-back sign, and an aggregate limit of eight square feet is allowed if the sign is a back-to-back temporary sign.

² Not applicable to flags displayed on flagpoles.

³ Minimum sign setbacks do not apply to attached signs. All temporary signs are prohibited on public property and from public rights-of-way.

⁴ There is no limit to the number of separate messages that may appear on the allowable surface(s) of any temporary sign. The maximum aggregate surface area allowed is subject to circumstances that may reduce the maximum aggregate surface area allowable on some parcels.

Sec. 12-4-6. — Temporary signs

~~The following temporary signs are allowed without a permit, unless otherwise required below:~~

~~(A) Signs advertising the sale, lease or rental of real estate. Non-illuminated signs advertising the sale, lease or rental of the real estate (including buildings) on which the sign is located provided such signs meet the following conditions:~~

~~(a) Such signs shall not exceed six (6) square feet in surface area within R-1AAAAA, R-1AAAA, R-1AAA, R-1AA, R-1A, R-ZL zones.~~

~~(b) Real estate in all other zones except the special districts identified in section 12-4-6 may be advertised by a sign not to exceed thirty-two (32) square feet.~~

- ~~(c) Such signs shall be removed immediately upon closing.~~
- ~~(d) Such signs shall be no closer than seven (7) feet to the curb or edge of the pavement of the road.~~
- ~~(B) Construction site identification signs.~~ Non-illuminated construction site identification sign identifying the project, the owner or developer, architect, engineer, contractor, subcontractors, and funding sources, and may contain related information provided such signs meet the following conditions:
 - ~~(a) One sign per street frontage of the site may be erected and the sign(s) shall not exceed fifty (50) square feet in area.~~
 - ~~(b) All such signs shall be removed within five (5) days after the completion of construction.~~
 - ~~(c) Such signs shall be no closer than seven (7) feet to the curb or edge of the pavement of the road.~~
- ~~(C) Holiday displays.~~ Displays, including lighting, erected in connection with the observance of official holidays. Such displays shall be removed within five (5) days following the holidays.
- ~~(D) Political signs which meet the following requirements:~~
 - ~~(a) The maximum size of any political sign erected in the city shall be sixteen (16) square feet.~~
 - ~~(b) All political signs shall be supported by posts or uprights furnished by the installer of said sign and in no case will signs be supported by power poles, telephone poles, fence or fence posts, trees or any other structure not furnished specifically for the particular sign.~~
 - ~~(c) All political signs shall be located only on private property except as provided herein. This applies to all public property located within the city limits.~~
 - ~~(d) Political signs are allowed on public right-of-way adjacent to occupied homes or businesses with the consent of the occupant, but no closer than three (3) feet to the curb or edge of the road. Provided, however, a political sign shall not be allowed on any public right-of-way unless the person whose candidacy is advertised thereby shall first agree in writing to indemnify, defend and save harmless the city from and against any and all claims for property damage or bodily injury, including death, arising out of or in connection with the presence of such political sign advertising his candidacy in any public right-of-way.~~
 - ~~(e) Political signs shall not be installed in any required visibility triangle, as described in section 12-2-35, where the sign will obstruct the view of the motorist at an intersection.~~
 - ~~(f) No political sign shall be placed on a vacant lot or on a lot with a uninhabited primary structure unless a letter from the property owner is on file with the inspection division indicating that permission has been granted.~~
 - ~~(g) All political signs installed in the city shall be removed within ninety (90) days of installation or within five (5) working days of the time a candidate is elected or eliminated from the race, whichever occurs first.~~
 - ~~(h) Any political sign not in compliance with this subsection shall be removed by the candidate within twenty four (24) hours of notification or the sign shall be removed by the city at the direction of the mayor. When signs are removed by the city, the candidate's name and number of signs collected will be recorded against the specific complaint. Candidates shall pay a service charge of two dollars (\$2.00) for each sign removed by the city before the~~

election and fifteen dollars (\$15.00) for each sign removed after the election for which the candidacy is advertised.

- (i) For the purposes of this subsection, a political sign is a sign which promotes or endorses the nomination or election of a candidate for political office.
- (E) *Portable signs.* One portable sign, limited to two (2) sign faces back to back and not exceeding thirty two (32) square feet each, shall be permitted at any location, except in residential districts and where prohibited otherwise in this title, provided that the display of such sign not exceed a period of seven (7) calendar days within any six month period. The sign owner is required to obtain a permit for portable signs.
- (F) *Garage sale signs* which meet the following requirements:
 - (a) No more than two (2) signs advertising such garage sale shall be permitted.
 - (b) Such signs shall be located only on the premises of the applicant upon which the sale is conducted or on the street right of way immediately adjacent to the premises.
 - (c) Such signs shall be no more than two (2) feet by two (2) feet in size.
- (G) *Temporary banners* indicating that a special event, i.e., public or community event, such as a fair, carnival, festival or similar activity is to take place with the following conditions:
 - (a) Such banner shall be erected no sooner than two (2) weeks before the event.
 - (b) Such banner must be removed no later than three (3) calendar days after the event.
 - (c) Banners extending over street rights of way require approval of the city manager.
- (H) *Architectural signs.* Permanent banners, murals and other decorative features of buildings which are determined to be architectural in nature and approved by the appropriate review board shall be allowed on buildings in the gateway review district, the governmental center district, the Palafox historic business district, the waterfront redevelopment district, the West East Hill preservation district, the South Palafox business district, the Pensacola historic district, and the North Hill preservation district. Such architectural features which also serve the purpose of informing the public about the building or events therein may be changed periodically provided they remain in compliance with the design approved by the appropriate review board.
- (I) *Other temporary signs.* Temporary signs not covered in the foregoing categories, so long as such signs are allowed within the district, meet the following restrictions, and a permit has been granted by the city manager or his designee:
 - (a) Not more than one (1) such sign may be located on any lot.
 - (b) No such sign may exceed thirty two (32) square feet in surface area, unless prior approval is granted by the mayor or his designee.
 - (c) Such sign may not be displayed for longer than fourteen (14) consecutive days, prior to the activity or event.
 - (d) All sign locations must have the prior approval of the mayor or his designee.
 - (e) If a sign is located within the public right of way, a certificate of insurance acceptable to the city shall be provided.

SECTION 2. Section 12-4-6 (a) of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 12-4-6 (a). – Enforcement.

Signs found to be in violation of Section 12-4-6 will be removed.

SECTION 3. Section 12-14-1 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-14-1. – Definitions enumerated.

As used in this title and unless the context clearly indicates otherwise:

. . .

~~Sign, political.~~

. . .

Sign, temporary. ~~A sign intended to advertise community or civic projects, construction projects, property for sale, lease or rent, or special events on a temporary basis for a designated period of time.~~ Signs which are erected for a period of time not to exceed one (1) year.

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 take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk

Legal in form and valid as drawn:

City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 29-20

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 29-20 - PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE - REPEALING AND REPLACING SECTION 12-4-6 AND AMENDING SECTION 12-14-1- PERTAINING TO TEMPORARY SIGNS.

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 29-20 on first reading:

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA, TITLE XII LAND DEVELOPMENT CODE, CHAPTER 12-4 REGULATING SIGNS; REPEALING AND REPLACING SECTION 12-4-6 TEMPORARY SIGNS TO CONFORM TO THE REQUIREMENTS OF LAW AND PROVIDING FOR ENFORCEMENT; AMENDING SECTION 12-14-1 DEFINITIONS ENUMERATED; AMENDING DEFINITION OF TEMPORARY SIGNS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

The Mayor requests action be taken on an item reviewed by the Planning Board in 2018. An ordinance drafted by the former Building Official, Bill Weeks, was proposed for approval by the Planning Board in 2018, but the only action taken was a workshop to invite further public input. The Planning Department, Code Enforcement, Inspections, and the City Attorney's office have reviewed the input, and the proposed ordinance and a suggested revision are also submitted by the City Attorney with a recommendation for action to update the Code of Ordinances of the City of Pensacola for compliance with United States Supreme Court precedent. The Planning Board's review, including the original proposed ordinance and minutes from a meeting and workshop, are attached for review by the City Council for the history on this item. It is requested that Council review both the version reviewed by the Planning Board in 2018 as well as the updated version and approve updating Section 12-4-6. Please note, this ordinance is not intended to apply to handheld signs. Although this portion of the Land Development Code is designated as being enforced by the Building Official, staff consensus has been reached that this ordinance will be implemented by Code Enforcement. The penalty provision in the updated draft is recommended by Legal. Code Enforcement will focus on education efforts to teach compliance during 2020 as this will be new. Please note some feedback from Planning Board review reflected a desire to allow signs in the right-264

of-way. City staff do not recommend permitting temporary signs in the right-of-way.

PRIOR ACTION:

May 28, 2020 - The City Council held a public hearing regarding Proposed Ordinance No. 29-20.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

5/15/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

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

John Pittman, Director of Sanitation Services and Fleet Management

Steve Richards, Code Enforcement Administrator

ATTACHMENTS:

- 1) Proposed Ordinance No. 29-20
- 2) Planning Board Minutes May 2018
- 3) Planning Board Workshop Minutes June 2018
- 4) Proposed Ordinance Draft Reviewed by Planning Board

PRESENTATION: No

PROPOSED
ORDINANCE NO. 29-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA, TITLE XII LAND DEVELOPMENT CODE, CHAPTER 12-4 REGULATING SIGNS; REPEALING AND REPLACING SECTION 12-4-6 TEMPORARY SIGNS TO CONFORM TO THE REQUIREMENTS OF LAW AND PROVIDING FOR ENFORCEMENT; AMENDING SECTION 12-14-1 DEFINITIONS ENUMERATED; AMENDING DEFINITION OF TEMPORARY SIGNS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola finds and determines that it is appropriate to update and revise its Land Development Code relative to temporary signage to be in conformity with the judicial requirements of law;

WHEREAS, the City of Pensacola finds and determines that in meeting the purposes and goals established in this recital, it is appropriate to regulate temporary signs, as set forth in Section 12-4-6;

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

SECTION 1. Section 12-4-6 of the Code of the City of Pensacola, Florida, is hereby repealed and replaced to read as follows:

~~Sec. 12-4-6. Temporary signs~~

~~The following temporary signs are allowed without a permit, unless otherwise required below:~~

- ~~(A) Signs advertising the sale, lease or rental of real estate. Non-illuminated signs advertising the sale, lease or rental of the real estate (including buildings) on which the sign is located provided such signs meet the following conditions:~~
- ~~(a) Such signs shall not exceed six (6) square feet in surface area within R-1AAAAA, R-1AAAA, R-1AAA, R-1AA, R-1A, R-ZL zones.~~
 - ~~(b) Real estate in all other zones except the special districts identified in section 12-4-6 may be advertised by a sign not to exceed thirty two (32) square feet.~~
 - ~~(c) Such signs shall be removed immediately upon closing.~~

- ~~(d) Such signs shall be no closer than seven (7) feet to the curb or edge of the pavement of the road.~~
- ~~(B) Construction site identification signs. Non-illuminated construction site identification sign identifying the project, the owner or developer, architect, engineer, contractor, subcontractors, and funding sources, and may contain related information provided such signs meet the following conditions:~~
- ~~(a) One sign per street frontage of the site may be erected and the sign(s) shall not exceed fifty (50) square feet in area.~~
- ~~(b) All such signs shall be removed within five (5) days after the completion of construction.~~
- ~~(c) Such signs shall be no closer than seven (7) feet to the curb or edge of the pavement of the road.~~
- ~~(C) Holiday displays. Displays, including lighting, erected in connection with the observance of official holidays. Such displays shall be removed within five (5) days following the holidays.~~
- ~~(D) Political signs which meet the following requirements:~~
- ~~(a) The maximum size of any political sign erected in the city shall be sixteen (16) square feet.~~
- ~~(b) All political signs shall be supported by posts or uprights furnished by the installer of said sign and in no case will signs be supported by power poles, telephone poles, fence or fence posts, trees or any other structure not furnished specifically for the particular sign.~~
- ~~(c) All political signs shall be located only on private property except as provided herein. This applies to all public property located within the city limits.~~
- ~~(d) Political signs are allowed on public right-of-way adjacent to occupied homes or businesses with the consent of the occupant, but no closer than three (3) feet to the curb or edge of the road. Provided, however, a political sign shall not be allowed on any public right of way unless the person whose candidacy is advertised thereby shall first agree in writing to indemnify, defend and save harmless the city from and against any and all claims for property damage or bodily injury, including death, arising out of or in connection with the presence of such political sign advertising his candidacy in any public right-of-way.~~
- ~~(e) Political signs shall not be installed in any required visibility triangle, as described in section 12-2-35, where the sign will obstruct the view of the motorist at an intersection.~~
- ~~(f) No political sign shall be placed on a vacant lot or on a lot with a uninhabited primary structure unless a letter from the property owner is on file with the inspection division indicating that permission has been granted.~~
- ~~(g) All political signs installed in the city shall be removed within ninety (90) days of installation or within five (5) working days of the time a candidate is elected or eliminated from the race, whichever occurs first.~~
- ~~(h) Any political sign not in compliance with this subsection shall be removed by the candidate within twenty-four (24) hours of notification or the sign shall be~~

~~removed by the city at the direction of the mayor. When signs are removed by the city, the candidate's name and number of signs collected will be recorded against the specific complaint. Candidates shall pay a service charge of two dollars (\$2.00) for each sign removed by the city before the election and fifteen dollars (\$15.00) for each sign removed after the election for which the candidacy is advertised.~~

~~(i) For the purposes of this subsection, a political sign is a sign which promotes or endorses the nomination or election of a candidate for political office.~~

~~(E) *Portable signs.* One portable sign, limited to two (2) sign faces back to back and not exceeding thirty two (32) square feet each, shall be permitted at any location, except in residential districts and where prohibited otherwise in this title, provided that the display of such sign not exceed a period of seven (7) calendar days within any six-month period. The sign owner is required to obtain a permit for portable signs.~~

~~(F) *Garage sale signs* which meet the following requirements:~~

~~(a) No more than two (2) signs advertising such garage sale shall be permitted.~~

~~(b) Such signs shall be located only on the premises of the applicant upon which the sale is conducted or on the street right-of-way immediately adjacent to the premises.~~

~~(c) Such signs shall be no more than two (2) feet by two (2) feet in size.~~

~~(G) *Temporary banners* indicating that a special event, i.e., public or community event, such as a fair, carnival, festival or similar activity is to take place with the following conditions:~~

~~(a) Such banner shall be erected no sooner than two (2) weeks before the event.~~

~~(b) Such banner must be removed no later than three (3) calendar days after the event.~~

~~(c) Banners extending over street rights-of-way require approval of the city manager.~~

~~(H) *Architectural signs.* Permanent banners, murals and other decorative features of buildings which are determined to be architectural in nature and approved by the appropriate review board shall be allowed on buildings in the gateway review district, the governmental center district, the Palafox historic business district, the waterfront redevelopment district, the West East Hill preservation district, the South Palafox business district, the Pensacola historic district, and the North Hill preservation district. Such architectural features which also serve the purpose of informing the public about the building or events therein may be changed periodically provided they remain in compliance with the design approved by the appropriate review board.~~

~~(I) *Other temporary signs.* Temporary signs not covered in the foregoing categories, so long as such signs are allowed within the district, meet the following restrictions, and a permit has been granted by the city manager or his designee:~~

~~(a) Not more than one (1) such sign may be located on any lot.~~

~~(b) No such sign may exceed thirty two (32) square feet in surface area, unless prior approval is granted by the mayor or his designee.~~

- ~~(c) Such sign may not be displayed for longer than fourteen (14) consecutive days, prior to the activity or event.~~
- ~~(d) All sign locations must have the prior approval of the mayor or his designee.~~
- ~~(e) If a sign is located within the public right-of-way, a certificate of insurance acceptable to the city shall be provided.~~

Sec. 12-4-6. – Temporary signs; enforcement

(A) Temporary signs shall meet the criteria and limitations set forth in Table 1, shown below:

TABLE 1. CRITERIA AND LIMITATIONS FOR TEMPORARY SIGNS

<u>Property Use</u>	<u>Residential</u>	<u>All Other</u>
<u>Maximum number of temporary signs per parcel</u>	<u>4</u>	<u>4</u>
<u>Maximum sign size (area) for a temporary sign ¹</u>	<u>4 sq. ft.</u>	<u>16 sq. ft.</u>
<u>Maximum sign height for a temporary freestanding sign ²</u>	<u>6 ft.</u>	<u>6 ft.</u>
<u>Maximum sign height for a temporary attached sign</u>	<u>15 ft.</u>	<u>15 ft.</u>
<u>Minimum sign setback required to be maintained by a temporary freestanding sign from any property line ³</u>	<u>5 ft.</u>	<u>5 ft.</u>
<u>Maximum aggregate surface area allocated for all temporary signs on a parcel ⁴</u>	<u>16 sq. ft.</u>	<u>64 sq. ft.</u>
<u>Whether temporary sign is allowed on public property or public right-of-way</u>	<u>No</u>	<u>No</u>
<u>Whether temporary sign is allowed within a sight visibility triangle</u>	<u>No</u>	<u>No</u>
<u>Whether direct illumination of surface of a temporary sign is allowed</u>	<u>No</u>	<u>No</u>
<u>Duration allowed after event ends</u>	<u>14 calendar days</u>	<u>14 calendar days</u>

¹ The square footage limitation is per side for a back-to-back sign. For example, a four square foot limitation means that there is a limit of four square feet of surface area per side of a back-to-back sign, and an aggregate limit of eight square feet is allowed if the sign is a back-to-back temporary sign.

² Not applicable to flags displayed on flagpoles.

³ Minimum sign setbacks do not apply to attached signs. All temporary signs are prohibited on public property and from public rights-of-way.

⁴ There is no limit to the number of separate messages that may appear on the allowable surface(s) of any temporary sign. The maximum aggregate surface area allowed is subject to circumstances that may reduce the maximum aggregate surface area allowable on some parcels.

(B) Signs found to be in violation of Section 12-4-6 will be removed. Further, violation of this ordinance shall be punished by fine to be paid by any person recovering the removed sign as provided by Section 1-1-8, Code of Ordinances of the City of Pensacola.

SECTION 2. Section 12-14-1 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-14-1. – Definitions enumerated.

As used in this title and unless the context clearly indicates otherwise:

. . .

Sign means any device, display or structure, or part thereof, which advertises, identifies, displays, directs or attracts attention to an object, person, institution, organization, business, product, service, event or location by the use of words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images.

Sign, abandoned. A sign which advertises a business that is no longer licensed, no longer has a certificate of occupancy, or is no longer doing business at that location.

Sign, accessory. Sign which directs attention to a profession, business, commodity, service, entertainment or other activity conducted, sold or offered on the premises.

Sign, advertising display area. The advertisement display surface area as measured from the outside edge of the sign or the sign frame, whichever is greater, excluding the area of the supporting structures provided that the supporting structures are not used for advertising purposes and are of an area equal to or less than the permitted sign area.

Sign, attached or wall sign. Any sign painted on or attached to and erected parallel to the face of, or erected and confined within the limits of, the outside wall of any building or supported by such wall or building and which displays only one advertising surface.

Sign, freestanding. A sign which is supported by one or more columns, uprights, or braces in or upon the ground and is not attached to a building.

Sign, nonaccessory. A sign which directs attention to a business, profession, commodity, service, entertainment or other activity conducted, sold or offered off the premises.

~~*Sign, political.*~~

Sign, portable. A sign or advertising device designed to be temporary in nature and movable including those mounted on a trailer-type vehicle, with or without wheels. A-frame signs, balloon signs and all other similar type signs not permanently attached to the ground or a building.

Sign, real estate.

~~*Sign, temporary.* A sign intended to advertise community or civic projects, construction projects, property for sale, lease or rent, or special events on a temporary basis for a designated period of time. Signs that are erected for a period of time not to exceed one (1) year, excluding signs that are handheld or continuously attended.~~

Sign, tri-faced nonaccessory. A sign composed of sections which rotate to display a series of advertisements, each advertisement being displayed for at least five (5) seconds continuously without movement and the movement of the sections between displays being not more than two (2) seconds.

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

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

SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



PLANNING SERVICES

THE UPSIDE *of* FLORIDA

MINUTES OF THE PLANNING BOARD

May 8, 2018

MEMBERS PRESENT: Chairman Paul Ritz, Nathan Monk, Nina Campbell, Kurt Larson, Jared Moore, Danny Grundhoefer, Victor Jordan

MEMBERS ABSENT: None

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Steve Richards, Code Enforcement Officer, Rusty Wells, Assistant City Attorney, Lysia Bowling, City Attorney, Don Kraher, Council Executive, Robyn Tice, Clerk's Office

OTHERS PRESENT: John McFarland, Diane Mack

AGENDA:

- Quorum/Call to Order
- Swearing in of New Board Member – Mr. Victor Jordan
- Approval of Meeting Minutes from April 10, 2018
- New Business:
 1. Request for Site Plan Approval for 5057 N. 9th Avenue – Publix
 2. Consider Amendment to LDC Chapter 12-10 Floodplain Management
 3. Consider Amendment to LDC Section 12-2-6 Residential/Office Land Use District & LDC Section 12-2-8 Commercial Land Use District.
 4. Consider Amendment to LDC Section 12-4-6 Temporary Signs and LDC Chapter 12-14 Definitions.
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:01 pm with a quorum present.

Swearing in of New Board Member – Mr. Victor Jordan was sworn in by the Clerk's Office.

Approval of Meeting Minutes

Mr. Larson made a motion to approve the April 10, 2018 minutes, seconded by Ms. Campbell, and it carried unanimously.

New Business

Request for Site Plan Approval for 5057 N. 9th Avenue - Publix

John McFarland, Jacobs Engineering, has submitted an application for aesthetic approval for exterior modifications to the property located at 5057 N. 9th Avenue.

This property is located within the North 9th Avenue Corridor Management Overlay District and is subject to the review provisions as outlined in Section 12-2-24. The improvements proposed include a canopy roof structure at existing supermarket entrance to provide protection from the elements for both patrons approaching and an exterior shopping cart stack area.

Mr. McFarland presented to the Board. Chairman Ritz advised the canopy fit the character of the supermarket. Ms. Campbell explained it was appropriate with the structure, and there was a need for it. Mr. Jordan observed the treatment was for one door and asked why the treatment was not appropriate for the second entrance. Mr. McFarland advised that so many of the stores have vestibules for cart storage; the thought here would be to protect shopping carts and combining it with an entrance canopy. He advised the company treated entrances differently. Mr. Larson asked if this design was standard, and Mr. McFarland advised he had not seen this one before. He stated they had a plan to place bollards in front of two existing ramps. Mr. Monk wanted clarification as to why this project was before the Board, and Chairman Ritz explained that with the 9th Avenue Corridor Overlay, projects would now come before this Board for aesthetic approval. Mr. McFarland stated the base would be split face concrete block which has a textured finish. Mr. Monk explained he preferred anything over textured cinderblock. Chairman Ritz suggested specifying some type of brick with a color to match the building in the motion, and stated the project would return for an abbreviated review by the Chairman for verification. **Mr. Monk made a motion that a tan colored brick be used as the product in place of split-face concrete block to return in an abbreviated review. It was seconded by Mr. Grundhoefer.** Mr. McFarland explained there might not have been a lot of thought put into the cultured stone. Mr. Monk explained the size of the cinderblock versus the size of the brick implies value and time. Ms. Campbell noted the textured surface on the right side and asked if there were any other options. Mr. McFarland stated they were trying to use the existing colors of the building, and there were several products which looked like cultured stone. Mr. Grundhoefer pointed out everything being discussed was foreign to the existing materials, with the desire being something durable and more elegant. He was agreeable with the brick since it would be attainable and compatible to the existing materials. **The motion then carried unanimously.**

Consider Amendment to LDC Chapter 12-10 Floodplain Management

Mr. Bill Weeks, Chief Building Official, is requesting consideration of a Land Development Code Amendment to Chapter 12-10 – Floodplain Management. This amendment is a mandate directly from the State of Florida Division of Emergency Management and will enable the City to remain compliant with the Community Rating System (CRS). By maintaining the City's CRS rating, our citizens are able to enjoy discounts on their flood insurance premiums. The attached proposed language will completely replace the existing Chapter 12-10 and would satisfy the requirements of the state.

Mr. Weeks explained that currently there are over 300 communities in the National Flood Insurance Program (NFIP) for the State of Florida with different floodplain ordinances. Participation in the program to reduce future floodplain risks makes federal flood insurance available against flood losses. Action was required by our community to repeal and replace local floodplain management regulations. Chairman Ritz offered that coming into compliance with this ordinance would be a positive direction and would bring Pensacola into compliance. Mr. Larson pointed out as being a responder who inspects facilities after an

event, if the ordinance was not approved as submitted, we would not be eligible for the lower income families to obtain the grant monies available and would hinder rebuilding. Mr. Monk agreed it was something the Board needed to do. Mr. Weeks advised that currently Pensacola was a Class 7 community with a 15% designation and by adopting this ordinance, we could become a Class 6 more easily which would give an additional 5% discount. **Mr. Jordan made a motion to approve, seconded by Ms. Campbell. The motion then carried unanimously.**

Consider Amendment to LDC Section 12-2-6 Residential/Office Land Use District & LDC Section 12-2-8 Commercial Land Use District.

On April 12, 2018, City Council referred to this Board for review and recommendation an Amendment to Land Development Code Section 12-2-6 Residential/Office Land Use District and 12-2-8 Commercial Land Use District. This proposed amendment would require all permitted uses requesting a drive through component to be subject to LDC Section 12-2-78 – Conditional Use Permits. If approval is recommended, staff will make the appropriate changes in each section of the code under each zoning district due to the cumulative nature of our code. The amendment would include all businesses that have a drive through component such as banks, pharmacies, dry cleaners, and restaurants. Chairman Ritz explained this amendment covered the entire city limits. Ms. Deese confirmed every drive-thru would come before this Board and the City Council for approval. Mr. Monk did not understand the motivation since we have more and more small local businesses with a drive-thru and did not see any reason to add another element to become an impediment to small businesses and a nuisance to big corporations. Mr. Grundhoefer explained if a person wanted to place a drive-thru next to a residential zone because it would be allowed, might not be an appropriate situation. The Board would look favorably on an establishment such as Taco Bell if it was not adjacent to residential, and the Board could actually review for aesthetic appeal. Ms. Campbell advised she would actually support this amendment.

Mr. Andrew Landis Power stated you could have the best of both worlds if you specified if they were in so many feet of a residential area, they would come before the Board. Ms. Deese advised there was a \$2000 filing fee for a Conditional Use Permit application. Mr. Monk thought of young entrepreneurs having a small coffee shop or dry cleaner enduring a \$2,000 filing fee when they could be denied while corporations would have no problem. This might cause the make or break of small businesses. Ms. Campbell offered if \$2,000 would make or break them, they didn't need to go into business. Mr. Monk explained the small business might not even choose to apply. **Ms. Campbell made a motion to accept the amendment as presented, seconded by Mr. Grundhoefer. The motion was denied 4 to 3, with Mr. Monk, Mr. Larson, Chairman Ritz, and Mr. Moore dissenting.**

Consider Amendment to LDC Section 12-4-6 Temporary Signs and LDC Chapter 12-14 Definitions.

In June 2015, the United States Supreme Court issued a decision in *Reed v. Town of Gilbert, Ariz.*, - U.S.-, 135 S. Ct. 2218 (2015) which clarified that temporary signs must be regulated in a content-neutral manner. This ruling impacted sign codes across the country, including the City of Pensacola's, because temporary signs are typically regulated by sign message. The Land Development Code currently provides specific regulations for temporary signs including real estate, political, construction, holiday displays, portable, garage sale, temporary banners, architectural or other temporary signs. These regulations are content-based and must be revised. Mr. Derek Cosson's comments have also been provided to the Board.

Chairman Ritz advised there was visual clutter with temporary signs especially during election times and agreed with Mr. Cosson's comments on the placement distance. He explained he lives on a road with a very large right-of-way, and if he went to the property line and stepped back 5 feet, he would

be quite a distance from the road and not visible. With that in mind, he preferred a shorter distance from the property line. Ms. Deese clarified the new ordinance would consist of a table with the maximum sign heights and square footage and four footnotes. Mr. Monk noted the decision from the Supreme Court and the desire of the City to conform, but he was still waiting on an answer regarding panhandling, and he was not in a rush to push this through especially in an election season. Mr. Jordan confirmed temporary signs could be up for one year or three days after the event takes place. City Attorney Bolin advised the Board needed to find a method to regulate temporary signs on a content-neutral basis. She pointed out the document was examined very carefully by Code Enforcement and Inspections to contain what was best for our community. This was the approach many cities were taking to revise the ordinances. Mr. Monk asked if the content-neutral approach would be limited to signs which were placed on metal brackets and placed in the ground or ones held by human beings. Ms. Bolin explained they would look at the definition of a sign in the Code which would not lend to a sign held by a human being. She directed the Board to page 5 for the language "Signs which are erected for a period of time not to exceed one (1) year." Per the Board's request, Ms. Deese read the definition of a sign from the current Land Development Code Section 12-14-1 *"Sign means any device, display or structure or a part thereof, which advertises, identifies, displays, directs or attracts attention to an object, person, institution, organization, business, product, service, event or location by the use of words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images."* Chairman Ritz emphasized the Board was not evaluating the content of the sign.

Diane Mack addressed the Board and stated they had been given a can of worms; what is before the Board is bad law, and what has happened is bad law making. She had read the Supreme Court decision word for word but noted that decision was delivered three years ago, and asked the Board not to rush into it. She explained the Council should be asked if they wanted to totally eliminate any kind of sign in the right-of-way which is a policy issue. She advised the Board needed to hear from Code Enforcement what would be workable and efficient enforcement. She recommended the Board conduct a workshop for fact finding with realtors, politicians and non-profit organizations. Mr. Jordan asked how the ordinance came before the Board, and Ms. Bolin advised they had drafted the ordinance for Council. Ms. Deese clarified that from time to time there were Code amendments from specific departments. This request was from a combination of departments including the City Attorney's Office, Code Enforcement and Building Inspections. **Mr. Monk made a motion for a workshop sometime after November 6, which was not a motion to approve but to workshop this particular ordinance with those agencies mentioned. It was seconded by Mr. Jordan.** Ms. Deese clarified that Planning staff does not deal with this particular Code section and noted it would not be appropriate to comment.

Steve Richards of Code Enforcement stated the constitutionality of the ordinance was questioned and brought to Administration who found there were some problems. The revised ordinance was more concise than the original one, and he explained he could get the information on who brought this ordinance forward. Chairman Ritz asked if often there were issues with improperly placed signs. Mr. Richards advised they worked with two ordinances dealing with temporary signs; this one identified political signs and the placement and length of time. He stated they worked all angles, and the ordinance was basically invalid, and they could not enforce it. Ms. Bolin stated they had anticipated that since the decision came down they would need to amend the Code, and Mr. Wells and Ms. Morris

worked on the redraft of the Code which is pending for Council approval. Chairman Ritz clarified the Board was acting on the revision of the ordinance and was it right for Pensacola. If the motion was approved, it would not go to City Council. Ms. Deese explained staff would notify Council staff on the Board's recommendation. The time limits state Planning Board has 45 days to make a decision unless a longer or shorter period is specified. Mr. Larson liked the idea of examining the distances of the property lines. Since the process required time, Chairman Ritz suggested the review process begin before November 6. Mr. Grundhoefer explained there were no dramatic changes in the ordinance, with the biggest element being allowing signs on the right-of-way, and he was embarrassed at the amount of existing signage on the right-of-ways. He explained one of the tasks of the Board was to protect the beauty of the city for its citizens. Mr. Richards advised the problem would only get worse.

Ms. Mack again addressed the Board and stated the fact the Supreme Court handed down its decision did not invalidate the current ordinance. Mr. Monk failed to see the sense of urgency on signage with \$15 fines, when real human beings have been arrested repeatedly for doing basic human functions without any answer; the sudden need for this change did not make sense. Mr. Jordan asked if Enforcement had been told to not enforce the ordinance, and Mr. Richards stated they were instructed by the City Administrator to hold off on enforcement of this particular ordinance and forward it to the Legal Department. Ms. Bolin explained that the current ordinance was valid until it was either changed by Council or challenged in court, however, they anticipated that Council could go forward with an ordinance without going through the Planning Board. It was a decision of Administration not to enforce, since it was anticipated that there would be new language. Chairman Ritz agreed the Board had set dates further down the calendar to allow interested parties to be involved. Mr. Wells advised he had worked on the ordinance, and the reason for the ordinance coming before the Board was the provision in the LDC that states the Council itself cannot amend the LDC without first bringing the issue before the Planning Board for its recommendation. He also stated the Council was probably not aware this document was with the Board today. Through the process of recodification, he noted many sections were amended which conflicted with what the signage should be. The City Administrator had asked the City Attorney to look at the political sign issue and come up with a proposed alternative to meet the criteria, and because the political sign was one of several issues in the temporary sign code section, she chose to provide an ordinance which dealt with all temporary signage. This ordinance was patterned after many cities in Florida. He explained putting off a decision until after the elections was a good decision, but it would not be a solution Mr. Richards could use without some direction from the City Administrator.

Mr. Monk said it sounded like someone who was running for office brought up the situation. Mr. Moore pointed out we all get angry about lawsuits for misspent tax dollars and asked about the timeline for a workshop. Ms. Deese explained it would be the same as a regular meeting with the normal advertisements, but no quorum was required since action would not be taken. Whatever consensus was found by the Board would be presented at a regularly scheduled Board meeting as an agenda item. Mr. Monk pointed out if the workshop was before the election, anyone who was running for office would have to address this issue, and he did not feel signs were the number one issue facing Pensacola. Passing it as is and if you had \$100,000 in your campaign fund, you could place political signs on every property your friend owns; it would be the "wild wild west" for political signs except they would not be in right-of-ways. Mr. Grundhoefer suggested the Board should act sooner

than November. Chairman Ritz explained if the process began in August and followed a specific timeline, it could take until after November to complete.

Ms. Bolin advised they had consulted with Code Enforcement, and it was correct legally based on what other communities were doing; it was content neutral, and as indicated, a revision was in the works, but the ordinance needed to be amended. Chairman Ritz asked for the earliest date available for the workshop. Ms. Deese confirmed that part of the process was looking at the Escambia County ordinance which had recently been amended, and this could serve as an example to consider. Ms. Deese explained that she would contact members in the next day or so for each member's availability for a workshop. Ms. Bolin advised she would work with Ms. Deese and obtain input from Ms. Mack and other key people and provide other examples of ordinances for the Board.

Mr. Monk amended his motion to have a workshop prior to the July 2018 Board meeting, seconded by Mr. Jordan, and it carried unanimously. Ms. Deese clarified that the Board was tasked to provide Council with a recommendation, and with postponing in favor of a workshop, the Board was withholding a recommendation, but she would still notify through Council staff the Board's decision and to make them aware that the issue would eventually come to Council.

Open Forum – None

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 4:08 pm.

Respectfully Submitted,

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

Brandi C. Deese
Secretary to the Board



PLANNING SERVICES

THE UPSIDE of FLORIDA

MINUTES OF THE PLANNING BOARD

June 26, 2018

MEMBERS PRESENT: Chairman Paul Ritz, Nathan Monk, Kurt Larson, Jared Moore, Danny Grundhoefer, Victor Jordan

MEMBERS ABSENT: Nina Campbell

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Steve Richards, Code Enforcement, William Weeks, Building Official

OTHERS PRESENT: Don Kraher, Council Executive, Diane Mack, Derek Cosson, Drew Buchanan

AGENDA:

- Call to Order
- Discussion of Amendment to Land Development Code Section 12-4-6 – Temporary Signs
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:03 pm with a quorum present.

Discussion of Amendment to Land Development Code Section 12-4-6 – Temporary Signs

Chairman Ritz explained to the audience that no decision making would occur at this meeting, but the Board would ask for input from the public on temporary signs. He indicated because of the political season, he had seen an explosion of signage for rallies and meetings, with some being cleared out afterwards. He then asked for audience input.

Ms. Mack provided the Board with some suggestions and was mostly concerned with what would be most enforceable, thinking of the needs of the political candidates and realtors as well. She argued against attached signs since aesthetics matter in the city and did not think we needed signs plastered on walls, fences, lampposts, or any permanent fixture. In the case of downtown Pensacola, she advised using a plastic planter with the political signage. Chairman Ritz pointed out her building was up to the sidewalk, and suggested someone on the second floor would use the window which might be less effective. Ms. Mack advised that was a decision the Board would need to make on how cluttered they wanted the city to be. Regarding specificity for the sign size, she suggested using something where Code Enforcement could see at a glance for enforcement without having to measure. Regarding real estate for sale signs needing more than the maximum length of time, perhaps they could be issued a permit for a definite period of time. She also suggested that whatever the City decided should coordinate with HOA covenants. Regarding banners, the Board could specify locations for a permitted banner for a specified time.

Chairman Ritz pointed out if he was a politician, he might want the larger 4x4 signs which are more noticeable.

Mr. Monk stated he had made a records request, but had not received the information. He pointed out there were several large political races going on which would make changes to the community. He advised the City had a robust ordinance which gave very specific and finite rules for Code Enforcement to execute, and now this version is essentially a strike-thru. Location becomes an ambiguous situation with different zoning districts and scenarios. If approved, he understood it to mean any politician who had the funds to do so could install signage in all sorts of places where they were previously not allowed. He understood the Supreme Court ruling and the necessity to comply with it, but there had been other Supreme Court rulings that we have not been so quick to follow through with. He wanted compliance and for Code Enforcement to be able to execute what they need to, but the timing of revising the ordinance within a political season concerned him.

Mr. Grundhoefer disagreed because he believed the goal was to get rid of the content and make it content neutral and did not feel it had any impact on the political scene. He felt the city would benefit because it would be getting more restrictive with where the signs could be placed; politicians could no longer place their signs in the right-of-way which would contribute to the beauty of the city. Mr. Monk asked who could be fined, and Chairman Ritz asked if the ordinance was approved by Council, what the enforcement process would be. Mr. Richards advised they tried to be proactive – if they saw it, they would enforce it. If it was in the right-of-way where the property owner had not given permission, they would contact the property owner. If it was in the yard and oversized or not on the proper signpost, they would contact the property owner since they gave permission. He stated the present ordinance gives permission to collect signs and dispose of them. Chairman Ritz appreciated that the revisions neutralized the message content and removed signage from the right-of-ways, and he was more inclined to do something like this for the aesthetic benefit. Mr. Monk felt the discussion was brought about by political signage, and Mr. Grundhoefer was looking at it from a broad sense that the city was trying to clean up the clutter on the right-of-ways.

Chairman Ritz agreed that it was the visually cluttered signage for various purposes that was undesirable. He pointed out it would be interesting when a body of elected officials had to decide this issue since they were the ones who were those politicians who might live and die by being able to place political signs as they saw fit. He referenced Ms. Mack's suggestion regarding permits. Mr. Larson pointed out the slow down reminder signage for speed control in various neighborhoods. Mr. Richards explained his division removed garage sale signs from right-of-ways since the signage should be placed on the property of the garage sale. Mr. Grundhoefer suggested that getting the permission of the neighbor for a garage sale should also apply to real estate or political signage. Chairman Ritz agreed working with the neighborhood was a good thing. Mr. Monk felt this would only hurt small politicians, small businesses and minorities; persons with resources and power would continue to do what they do.

Mr. Jordan asked if the Board made a change in the ordinance, what impact would it have on Code Enforcement. Mr. Richards advised he currently had three field officers who enforce the LDC, illegal dumping, and abandoned cars. He stated a change in the ordinance would make them busy at first regarding right-of-ways, but they would place that as a priority. He explained they would distribute the new ordinance and educate first before issuing fines. Regarding sign spinners, Chairman Ritz explained in looking at the text, temporary signage cannot be attached to a building. Mr. Monk addressed religious groups standing in the right-of-ways with their signage expressing their opinions. Mr. Grundhoefer suggested this ordinance would not prohibit that and perhaps it should read "temporary signs are attached signs." If someone carried a sign, it would not be attached; perhaps banners and flags, etc., should be listed in the language.

Mr. Monk suggested the ability to express one's written opinion or who they support religiously, politically or in business is a fundamental constitutional right, and he did not feel right about just striking the language and was nervous about the why and how.

Mr. Grundhoefer stated Escambia County included language describing what an air-activated sign was, but he did not know if the ordinance needed to go into that much detail, but it could identify those as included in the temporary signs. However, he still did not want signage in the right-of-way. Chairman Ritz agreed if the signage was on private or a business property, this would be acceptable. Mr. Monk brought up someone selling goods in the right-of-ways and that this change was being brought forward for political reasons and who would actually benefit from the political signs instead of looking at all those who would be hurt as a result. He felt the Board needed time to walk through this and take the time to look at the new yoga shop, the taco stands and small businesses and remember that the city had encouraged new businesses, but now it would not be letting them advertise. He was thinking of businesses on 12th Avenue where they were trying to build up to the next Seville Square type foot traffic.

Chairman Ritz asked if there was a staff timeline on moving this item forward. Ms. Deese stated it had been considered and would not be on the July meeting agenda due to notification requirements. It would be placed on the August Planning Board agenda at the very earliest. Chairman Ritz pointed out the present timeline would not impact the current election season. Ms. Deese advised another consideration would be the 45-day rule in the LDC which applies to Planning Board, and even though the Board was not making a decision today, it should specify its intentions. Chairman Ritz was thankful for Ms. Mack and wanted to get more input from others especially in the workshop sessions which could offer other suggestions in support or opposition. He emphasized the changes would move the current clutter from the right-of-ways and force people to find a place on private property for their signage.

Mr. Jordan asked if the City Attorney had given a date for this adjustment, and Ms. Deese indicated she had not given a target date. Mr. Grundhoefer pointed out what made this worse was because the Board now knows about it, and if it didn't act, someone could sue and win. Mr. Richards advised they do enforcement but always contact people and give them a reasonable amount of time to concur using discretion and common sense. Chairman Ritz appreciated the fact they were removing clutter from the right-of-ways onto property. He pointed out the Board could direct staff to include verbiage for August specifically addressing people holding signs. Mr. Grundhoefer emphasized this requirement was not trying to clean up a city but trying to make the content neutral to prevent parties from suing. However, it was an opportunity to beautify the city. Mr. Jordan stated he would not even address people holding signage. Mr. Richards stated in their process, they would receive a complaint and then would have to make a determination regarding the ordinance violation. **Chairman Ritz again felt staff should look into handheld signage from a legalistic side as well as how it is handled in other jurisdictions to accommodate Code Enforcement.**

Mr. Weeks pointed out there was not enough staff to monitor permits for temporary signage; permanent signage is permitted. He referred to temporary signage per parcel and felt it did not need to address people standing on a street corner holding a sign. As an example, he used protest signs on the right-of-ways being permitted; those would be First Amendment rights. Mr. Monk suggested the Board was making a ruling for the city regardless of who comes into power. Mr. Weeks advised in being a long-time resident of East Hill, this issue also affects him. Chairman Ritz suggested the changes took the vagueness out of the ordinance. Mr. Richards advised they issued notices of violations; sometimes it was verbal and people took action immediately. For the "We Buy Houses" signage, he stated he had an officer call stating he was interested in selling his house and met those people at one of the houses and issued a ticket. Sometimes they picked up the signs and called the individuals to explain the ordinance.

Mr. Monk asked if there was a compromise regarding the right-of-ways which could be content neutral. Mr. Richards advised the biggest learning curve would be no signage in the right-of-ways. Mr. Jordan asked Ms. Mack if she had reviewed the Escambia County ordinance, and she stated she had done so briefly but would wait until the August meeting to explain some of her objections. She also advised with the current ordinance, political signs adjacent to private property call for the owner's permission. Mr. Grundhoefer pointed out this revision would address that. Chairman Ritz stressed if there was any other specific language on the hand held signage, he would appreciate that information. **Ms. Deese confirmed the Board wanted a legal determination on a person holding a sign regardless of the message, what others have done, and what is legal; what city was able to make the least number of changes to comply with the court ruling; and is there some compromise that is content neutral that still allows signage within the right-of-ways.** Chairman Ritz advised if the Board confirmed the ordinance in August, it would proceed to Council in September, with a second reading in October. Ms. Deese advised there was probably not enough time for advertising since the August Planning Board date is later than usual. The ordinance would most likely go before the Council in October with a second reading in November and would not affect the current election cycle. Chairman Ritz indicated if the ordinance moved forward from Council, 2019 would present a new learning curve for signage within the city.

Since there were no applications to consider, Ms. Deese informed the Board there would be no July meeting.

Adjournment – With no further business, Chairman Ritz adjourned the workshop meeting at 3:35 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'B. C. Deese', with a long horizontal flourish extending to the right.


Brandi C. Deese
Secretary to the Board



PLANNING SERVICES

THE UPSIDE *of* FLORIDA

MEMORANDUM

TO: Planning Board Members
FROM:  Brandi Deese, Assistant Planning Services Administrator
DATE: April 30, 2018
SUBJECT: Proposed Amendment to LDC Chapter 12-4-6 – Temporary Signs

In June 2015, the United States Supreme Court issued a decision in *Reed v. Town of Gilbert, Ariz.*, - U.S., 135 S. Ct. 2218 (2015) which clarified that temporary signs must be regulated in a content-neutral manner. This ruling impacted sign codes across the country, including the City of Pensacola's, because temporary signs are typically regulated by sign message. The Land Development Code currently provides specific regulations for temporary signs including real estate, political, construction, holiday displays, portable, garage sale, temporary banners, architectural or other temporary signs. These regulations are content-based and must be revised.

**PROPOSED
ORDINANCE NO. _____**

ORDINANCE NO. _____

**AN ORDINANCE
TO BE ENTITLED:**

**AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA
AMENDING SECTION 12-4-6 OF THE CODE OF THE CITY
OF PENSACOLA, FLORIDA; AMENDING REGULATION OF
TEMPORARY SIGNS IN THE LAND DEVELOPMENT CODE
TO CONFORM REGULATION TO THE REQUIREMENTS
OF LAW; CREATING SECTION 12-4-6 (a) PROVIDING FOR
REMOVAL OF SIGNS IN VIOLATION; AMENDING
SECTION 12-14-1 TO AMEND THE DEFINITION OF
TEMPORARY SIGNS; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Pensacola finds and determines that it is appropriate to update and revise its Land Development Code relative to temporary signage to be in conformity with the judicial requirements of law;

WHEREAS, the City of Pensacola finds and determines that in meeting the purposes and goals established in this recital, it is appropriate to regulate temporary signs, as set forth in Section 12-4-6;

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

SECTION 1. Section 12-4-6 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-4-6. – Temporary signs

Temporary signs shall meet the criteria and limitations set forth in Table 1, shown below:

TABLE 1. CRITERIA AND LIMITATIONS FOR TEMPORARY SIGNS

<u>Property Use</u>	<u>Residential</u>	<u>All Other</u>
<u>Maximum number of temporary signs per parcel</u>	<u>4</u>	<u>4</u>

<u>Property Use</u>	<u>Residential</u>	<u>All Other</u>
<u>Maximum sign size (area) for a temporary sign ¹</u>	<u>4 sq. ft.</u>	<u>16 sq. ft.</u>
<u>Maximum sign height for a temporary freestanding sign ²</u>	<u>6 ft.</u>	<u>6 ft.</u>
<u>Maximum sign height for a temporary attached sign</u>	<u>15 ft.</u>	<u>15 ft.</u>
<u>Minimum sign setback required to be maintained by a temporary freestanding sign from any property line ³</u>	<u>5 ft.</u>	<u>5 ft.</u>
<u>Maximum aggregate surface area allocated for all temporary signs on a parcel ⁴</u>	<u>16 sq. ft.</u>	<u>64 sq. ft.</u>
<u>Whether temporary sign is allowed on public property or public right-of-way</u>	<u>No</u>	<u>No</u>
<u>Whether temporary sign is allowed within a sight visibility triangle</u>	<u>No</u>	<u>No</u>
<u>Whether direct illumination of surface of a temporary sign is allowed</u>	<u>No</u>	<u>No</u>
<u>Duration allowed after event ends</u>	<u>3 calendar days</u>	<u>3 calendar days</u>

¹ The square footage limitation is per side for a back-to-back sign. For example, a four square foot limitation means that there is a limit of four square feet of surface area per side of a back-to-back sign, and an aggregate limit of eight square feet is allowed if the sign is a back-to-back temporary sign.

² Not applicable to flags displayed on flagpoles.

³ Minimum sign setbacks do not apply to attached signs. All temporary signs are prohibited on public property and from public rights-of-way.

⁴ There is no limit to the number of separate messages that may appear on the allowable surface(s) of any temporary sign. The maximum aggregate surface area allowed is subject to circumstances that may reduce the maximum aggregate surface area allowable on some parcels.

Sec. 12-4-6. — Temporary signs

~~The following temporary signs are allowed without a permit, unless otherwise required below:~~

- ~~(A) Signs advertising the sale, lease or rental of real estate. Non-illuminated signs advertising the sale, lease or rental of the real estate (including buildings) on which the sign is located provided such signs meet the following conditions:~~
- ~~(a) Such signs shall not exceed six (6) square feet in surface area within R-1AAAAA, R-1AAAA, R-1AAA, R-1AA, R-1A, R-ZL zones.~~
- ~~(b) Real estate in all other zones except the special districts identified in section 12-4-6 may be advertised by a sign not to exceed thirty two (32) square feet.~~

- ~~(c) Such signs shall be removed immediately upon closing.~~
- ~~(d) Such signs shall be no closer than seven (7) feet to the curb or edge of the pavement of the road.~~
- ~~(B) Construction site identification signs.~~ Non-illuminated construction site identification sign identifying the project, the owner or developer, architect, engineer, contractor, subcontractors, and funding sources, and may contain related information provided such signs meet the following conditions:
 - ~~(a) One sign per street frontage of the site may be erected and the sign(s) shall not exceed fifty (50) square feet in area.~~
 - ~~(b) All such signs shall be removed within five (5) days after the completion of construction.~~
 - ~~(c) Such signs shall be no closer than seven (7) feet to the curb or edge of the pavement of the road.~~
- ~~(C) Holiday displays.~~ Displays, including lighting, erected in connection with the observance of official holidays. Such displays shall be removed within five (5) days following the holidays.
- ~~(D) Political signs which meet the following requirements:~~
 - ~~(a) The maximum size of any political sign erected in the city shall be sixteen (16) square feet.~~
 - ~~(b) All political signs shall be supported by posts or uprights furnished by the installer of said sign and in no case will signs be supported by power poles, telephone poles, fence or fence posts, trees or any other structure not furnished specifically for the particular sign.~~
 - ~~(c) All political signs shall be located only on private property except as provided herein. This applies to all public property located within the city limits.~~
 - ~~(d) Political signs are allowed on public right-of-way adjacent to occupied homes or businesses with the consent of the occupant, but no closer than three (3) feet to the curb or edge of the road. Provided, however, a political sign shall not be allowed on any public right-of-way unless the person whose candidacy is advertised thereby shall first agree in writing to indemnify, defend and save harmless the city from and against any and all claims for property damage or bodily injury, including death, arising out of or in connection with the presence of such political sign advertising his candidacy in any public right-of-way.~~
 - ~~(e) Political signs shall not be installed in any required visibility triangle, as described in section 12-2-35, where the sign will obstruct the view of the motorist at an intersection.~~
 - ~~(f) No political sign shall be placed on a vacant lot or on a lot with a uninhabited primary structure unless a letter from the property owner is on file with the inspection division indicating that permission has been granted.~~
 - ~~(g) All political signs installed in the city shall be removed within ninety (90) days of installation or within five (5) working days of the time a candidate is elected or eliminated from the race, whichever occurs first.~~
 - ~~(h) Any political sign not in compliance with this subsection shall be removed by the candidate within twenty four (24) hours of notification or the sign shall be removed by the city at the direction of the mayor. When signs are removed by the city, the candidate's name and number of signs collected will be recorded against the specific complaint. Candidates shall pay a service charge of two dollars (\$2.00) for each sign removed by the city before the~~

~~election and fifteen dollars (\$15.00) for each sign removed after the election for which the candidacy is advertised.~~

- ~~(i) For the purposes of this subsection, a political sign is a sign which promotes or endorses the nomination or election of a candidate for political office.~~
- ~~(E) *Portable signs.* One portable sign, limited to two (2) sign faces back to back and not exceeding thirty two (32) square feet each, shall be permitted at any location, except in residential districts and where prohibited otherwise in this title, provided that the display of such sign not exceed a period of seven (7) calendar days within any six month period. The sign owner is required to obtain a permit for portable signs.~~
- ~~(F) *Garage sale signs* which meet the following requirements:~~
 - ~~(a) No more than two (2) signs advertising such garage sale shall be permitted.~~
 - ~~(b) Such signs shall be located only on the premises of the applicant upon which the sale is conducted or on the street right of way immediately adjacent to the premises.~~
 - ~~(c) Such signs shall be no more than two (2) feet by two (2) feet in size.~~
- ~~(G) *Temporary banners* indicating that a special event, i.e., public or community event, such as a fair, carnival, festival or similar activity is to take place with the following conditions:~~
 - ~~(a) Such banner shall be erected no sooner than two (2) weeks before the event.~~
 - ~~(b) Such banner must be removed no later than three (3) calendar days after the event.~~
 - ~~(c) Banners extending over street rights of way require approval of the city manager.~~
- ~~(H) *Architectural signs.* Permanent banners, murals and other decorative features of buildings which are determined to be architectural in nature and approved by the appropriate review board shall be allowed on buildings in the gateway review district, the governmental center district, the Palafox historic business district, the waterfront redevelopment district, the West East Hill preservation district, the South Palafox business district, the Pensacola historic district, and the North Hill preservation district. Such architectural features which also serve the purpose of informing the public about the building or events therein may be changed periodically provided they remain in compliance with the design approved by the appropriate review board.~~
- ~~(I) *Other temporary signs.* Temporary signs not covered in the foregoing categories, so long as such signs are allowed within the district, meet the following restrictions, and a permit has been granted by the city manager or his designee:~~
 - ~~(a) Not more than one (1) such sign may be located on any lot.~~
 - ~~(b) No such sign may exceed thirty two (32) square feet in surface area, unless prior approval is granted by the mayor or his designee.~~
 - ~~(c) Such sign may not be displayed for longer than fourteen (14) consecutive days, prior to the activity or event.~~
 - ~~(d) All sign locations must have the prior approval of the mayor or his designee.~~
 - ~~(e) If a sign is located within the public right of way, a certificate of insurance acceptable to the city shall be provided.~~

SECTION 2. Section 12-4-6 (a) of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 12-4-6 (a). – Enforcement.

Signs found to be in violation of Section 12-4-6 will be removed.

SECTION 3. Section 12-14-1 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-14-1. – Definitions enumerated.

As used in this title and unless the context clearly indicates otherwise:

. . .

~~Sign, political.~~

. . .

Sign, temporary. ~~A sign intended to advertise community or civic projects, construction projects, property for sale, lease or rent, or special events on a temporary basis for a designated period of time.~~ Signs which are erected for a period of time not to exceed one (1) year.

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 take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk

Legal in form and valid as drawn:

City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00211

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT - STREAMLINE BOATS OF NW FLORIDA LLC LEASE AGREEMENT

RECOMMENDATION:

That City Council authorize the Mayor to execute the Lease Agreement with Streamline Boats of NW Florida LLC for a marine manufacturing facility at the Port of Pensacola. Further, that City Council authorize the Mayor to take all actions necessary to execute and administer the Lease Agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2019 Streamline Boats of NW Florida LLC contacted the Port of Pensacola seeking a long-term lease for existing port warehouses #9 and #10, totaling approximately 92,500 square feet, in order to develop a marine-related light manufacturing facility for the manufacture of recreational watercraft and/or amphibious aircraft and related uses (i.e., research, development, design, fabrication, etc.). Streamline Boats currently manufactures custom-made, high-performance center console boats from its original facility in South Florida.

The Streamline Lease Agreement is for an initial term of ten (10) years with up to six (6) additional renewals of five (5) years each for a total potential lease duration of 40 years.

All provisions of the City Council Policy on Port Leases have been fulfilled, and all required notifications have been made.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

290

The Lease Agreement will generate an average of approximately \$200,000 in annual revenue to the Port from base rent payments during the 10-year primary lease term. The rental amount was determined via a previously performed market rent analysis and taking into consideration that the warehouses will need considerable tenant funded improvements to suit their manufacturing operations.

CITY ATTORNEY REVIEW: Yes

4/30/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

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

Amy Miller, Port Director

ATTACHMENTS:

- 1) Streamline Lease Deal Points Overview
- 2) Streamline Lease 3.30.20 Final

PRESENTATION: No



STREAMLINE BOATS PROPOSED SITE

(WAREHOUSE #9/#10 – FORMER DEEPFLEX SITE)

Consistent with Long-Range Plan - 2019 Port Vision Plan targets this area for continued use for “port operations,” including marine-related light manufacturing, assembly & fabrication operations.

Consistent with Community Vision - 2019 Port Vision Plan public input process participants overwhelmingly selected maritime dependent & related uses, marine tech industries, and light industrial/logistical uses among the top 4 preferred uses of port lands.

KEY DEAL POINTS

- Term: 10-year primary + up to 6 mutual option 5-year renewals (40 years total)
- Use: Manufacture of watercraft and/or amphibious aircraft and related functions (research, development, design, fabrication, etc.)
- Build Out: Company must commence construction w/i 12 months and complete construction (obtain CO) w/i 24 months
- Base Rent:
 - Years 1 – 5: \$127,875 per year
 - Years 6 – 10: \$255,000 per year
 - Year 11-15 (1st renewal term): \$255,000 per year
 - Years 16-30 (2nd thru 4th renewal terms): \$296,450 per year
 - Years 31-35 (5th renewal term): \$320,675 per year
 - Years 36-40 (6th renewal term): \$337,500 per year
- Rates to be adjusted at each renewal based on then-appraised property values up to 7.5%

REAL PROPERTY LEASE
AT
PORT OF PENSACOLA
BETWEEN
STREAMLINE BOATS OF NORTHWEST FLORIDA, LLC
AND
CITY OF PENSACOLA, FLORIDA

EFFECTIVE DATE: _____, 2020

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS.....	6
SECTION 1.01 DEFINITIONS.....	6
SECTION 1.02 CROSS-REFERENCES.....	8
ARTICLE 2. LEASED PREMISES	10
SECTION 2.01 LEASED PREMISES	10
SECTION 2.02 NON-EXCLUSIVE PARKING AREA	10
ARTICLE 3. TERM	12
SECTION 3.01 LEASE TERM	12
SECTION 3.02 RENEWAL	12
SECTION 3.03 COMPANY’S RIGHTS UPON EXPIRATION OR EARLIER TERMINATION OF LEASE	12
SECTION 3.04 SURRENDER OF LEASED PREMISES.....	13
ARTICLE 4. USE OF LEASED PREMISES	14
SECTION 4.01 PERMITTED USE OF LEASED PREMISES	14
SECTION 4.02 ADDITIONAL RESTRICTIONS	15
SECTION 4.03 NON-EXCLUSIVE RIGHTS AND PRIVILEGES	15
ARTICLE 5. RENTS, FEES, CHARGES AND SALES TAX.....	16
SECTION 5.01 BASE RENT.....	16
SECTION 5.02 SUBMERGED LANDS LEASE RATE.....	16
SECTION 5.03 BASE RENT PAYMENT.....	16
SECTION 5.04 OTHER RENTS, FEES AND CHARGES	17
SECTION 5.05 SALES TAX.....	17
SECTION 5.06 MODE OF PAYMENT.....	17
SECTION 5.07 LATE FEE AND INTEREST	17
SECTION 5.08 PORT TARIFF	17
ARTICLE 6. PERFORMANCE GUARANTEE	19
ARTICLE 7. INSURANCE AND INDEMNIFICATION	20
SECTION 7.01 REQUIRED INSURANCE.....	20
SECTION 7.02 POLICY ENDORSEMENTS; COPIES OF POLICIES; CERTIFICATES OF INSURANCE	21
SECTION 7.03 INSURANCE OF THE COMPANY PRIMARY	23
SECTION 7.04 LOSS CONTROL, SAFETY, AND SECURITY	23
SECTION 7.05 ACCEPTABILITY OF INSURERS.....	23
SECTION 7.06 HOLD HARMLESS	23
SECTION 7.07 NON-LIABILITY OF THE CITY.....	24
SECTION 7.08 PAYMENT ON BEHALF OF THE CITY.....	24
SECTION 7.09 NO WAIVER OF SOVEREIGN IMMUNITY	24
ARTICLE 8. COMMON PORT FACILITIES; INSPECTION OF FACILITIES	25
SECTION 8.01 USE OF COMMON FACILITIES	25
SECTION 8.02 COMPLIANCE.....	25
SECTION 8.03 INSPECTION OF FACILITIES AND IMPROVEMENTS.....	25
ARTICLE 9. ACCEPTANCE AND CONDITION OF LEASED PREMISES	26

ARTICLE 10.	CONSTRUCTION BY THE COMPANY.....	27
SECTION 10.01	GENERAL REQUIREMENTS.....	27
SECTION 10.02	CONSTRUCTION REQUIREMENTS.....	29
ARTICLE 11.	LIENS PROHIBITED.....	31
ARTICLE 12.	MAINTENANCE AND REPAIR.....	32
SECTION 12.01	TRIPLE NET LEASE.....	32
SECTION 12.02	COMPANY RESPONSIBILITIES.....	32
SECTION 12.03	SAFE, CLEAN AND ORDERLY OPERATION.....	33
SECTION 12.04	OTHER SERVICES.....	34
SECTION 12.05	QUARTERLY CONDITION SURVEYS.....	34
SECTION 12.06	PERFORMANCE.....	34
SECTION 12.07	UTILITIES.....	34
SECTION 12.08	UTILITIES SUPPLY OR CHARACTER.....	35
ARTICLE 13.	TITLE TO IMPROVEMENTS AND PERSONAL PROPERTY.....	37
SECTION 13.01	TITLE TO IMPROVEMENTS.....	37
SECTION 13.02	TITLE TO PERSONAL PROPERTY.....	37
ARTICLE 14.	ENVIRONMENTAL COMPLIANCE.....	38
SECTION 14.01	ENVIRONMENTAL LAWS.....	38
SECTION 14.02	ENVIRONMENTAL CONDITIONS.....	38
SECTION 14.03	REMEDIATION OF ENVIRONMENTAL CONDITIONS.....	39
SECTION 14.04	ENVIRONMENTAL REPORTS.....	39
SECTION 14.05	SURVIVAL OF OBLIGATIONS.....	39
SECTION 14.06	NPDES AND SWPPP.....	39
ARTICLE 15.	EVENTS OF DEFAULT; REMEDIES; TERMINATION.....	40
SECTION 15.01	COMPANY EVENTS OF DEFAULT.....	40
SECTION 15.02	REMEDIES.....	41
SECTION 15.03	RIGHTS AND REMEDIES OF THE CITY CUMULATIVE.....	42
ARTICLE 16.	HOLDING OVER.....	43
ARTICLE 17.	ASSIGNMENT AND SUBLEASE.....	44
SECTION 17.01	LEASE ASSIGNMENT.....	44
SECTION 17.02	LEASED PREMISES SUBLEASE.....	44
SECTION 17.03	CONSUMMATION OF ASSIGNMENT OR SUBLEASE.....	45
ARTICLE 18.	DAMAGE OR DESTRUCTION OF LEASED PREMISES; TAKING BY EMINENT DOMAIN.....	46
SECTION 18.01	LEASED PREMISES -- DAMAGE OR DESTRUCTION.....	46
SECTION 18.02	TAKING BY EMINENT DOMAIN.....	46
ARTICLE 19.	FEDERAL, STATE, AND LOCAL REGULATIONS.....	48
SECTION 19.01	COMPLIANCE WITH RULES AND REGULATIONS.....	48
SECTION 19.02	COMPLIANCE WITH LAW.....	48
SECTION 19.03	COMPLIANCE WITH ENVIRONMENTAL LAWS.....	49
SECTION 19.04	LICENSES AND PERMITS.....	49

ARTICLE 20. TAXES	51
SECTION 20.01 PAYMENT OF TAXES.....	51
SECTION 20.02 REAL PROPERTY TAXES	51
SECTION 20.03 DEFINITION	51
SECTION 20.04 CONTEST	51
SECTION 20.05 PERSONAL PROPERTY TAXES.....	51
ARTICLE 21. ENCUMBRANCE OF LEASEHOLD ESTATE AND NOTICE TO MORTGAGEES.....	53
ARTICLE 22. PORT DEVELOPMENT RIGHTS	55
ARTICLE 23. GENERAL PROVISIONS	56
SECTION 23.01 ACKNOWLEDGMENT	56
SECTION 23.02 AUTHORITY OF THE PORT DIRECTOR	56
SECTION 23.03 CAPACITY TO EXECUTE.....	56
SECTION 23.04 DELIVERY OF NOTICES	56
SECTION 23.05 EMPLOYEES OF THE COMPANY.....	57
SECTION 23.06 ENTIRE AGREEMENT	57
SECTION 23.07 FORCE MAJEURE.....	57
SECTION 23.08 RULES OF CONSTRUCTION	57
SECTION 23.09 GENERAL INTERPRETATION	58
SECTION 23.10 GOVERNING LAW.....	58
SECTION 23.11 INCORPORATION OF EXHIBITS	58
SECTION 23.12 INCORPORATION OF REQUIRED PROVISIONS.....	58
SECTION 23.13 INVALID PROVISIONS	59
SECTION 23.14 NONLIABILITY OF INDIVIDUALS	59
SECTION 23.15 NONINTERFERENCE WITH PORT OPERATIONS	59
SECTION 23.16 NOTICE OR CONSENT	59
SECTION 23.17 NONWAIVER.....	59
SECTION 23.18 OTHER LAND AND BUILDINGS EXCLUDED	59
SECTION 23.19 PATENTS AND TRADEMARKS	59
SECTION 23.20 PUBLIC RECORDS LAWS	60
SECTION 23.21 REMEDIES TO BE NONEXCLUSIVE	60
SECTION 23.22 SIGNS AND LOGOS.....	60
SECTION 23.23 SUCCESSORS AND ASSIGNS.....	61
SECTION 23.24 NO PARTNERSHIP	61
SECTION 23.25 THIRD PARTIES.....	61
SECTION 23.26 TIME IS OF THE ESSENCE	61
SECTION 23.27 MEMORANDUM OF LEASE	61
SECTION 23.28 REPRESENTATIONS AND WARRANTIES OF CITY AND COMPANY	61

List of Exhibits

EXHIBIT A - LEASED PREMISES

PORT OF PENSACOLA

REAL PROPERTY LEASE

THIS REAL PROPERTY LEASE (this “Lease”) is hereby made and entered into as of the Effective Date (hereinafter defined), by and between **STREAMLINE BOATS OF NORTHWEST FLORIDA, LLC** a Florida limited liability corporation (“the Company”), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation (“the City”), in its capacity as owner and operator of **PORT OF PENSACOLA** (“the Port”). The City and the Company may, from time to time, be referred to in this Lease individually as “a Party” and collectively as “the Parties.”

RECITALS

WHEREAS, the City is the owner and operator of the Port (as hereinafter defined); and

WHEREAS, it is in the best interest of the community for the City to encourage and support local economic development for the City of Pensacola Port of Pensacola and to efficiently operate the Leased Premise; and

WHEREAS, the City, as lessor, desires to lease to the Company, as lessee, and the Company desires to lease from the City, the Leased Premises for the use, upon the terms, and subject to the conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions herein set forth, the Parties hereby agree as follows:

[THIS SPACE INTENTIONALLY LEFT BLANK]

ARTICLE 1. DEFINITIONS

Section 1.01 DEFINITIONS

The following words and phrases, wherever used in this Lease, shall, for purposes of this Lease, have the following meanings:

“Additional Rent” means, collectively, all amounts payable by the Company under this Lease which are expressly designated as “Additional Rent”, in addition to the Base Rent.

“Affiliate” means any corporation or other entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with, the Company.

“Base Rent” means the annual rent for the Leased Premises as specified or determined in this Lease.

“Bond Resolution” means any Resolution of the City regulating or authorizing the issuance of Bonds payable from Port revenue.

“City” means the City of Pensacola, Florida, and any successor to the City in ownership of the Port.

“Commencement Date” means the date the lease is fully executed by all parties. The parties agree that time is of the essence and each agrees to act with diligence and all due haste to expedite its portion of the execution process.

“Common Port Facilities” means all necessary cargo area appurtenances, including, but not limited to, laydown areas, berth aprons, and other common facilities and infrastructure appurtenant to the Port.

“Company” means the lessee under this Lease as identified in the first paragraph of this Lease, and any assignee of this Lease pursuant to an assignment permitted by this Lease.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or by contract or otherwise.

“Effective Date” means the date upon which this Lease is executed by the last Party to execute this Lease, as shown by the respective dates set forth after the places provided herein below for the Parties’ execution of this Lease.

“Environmental Laws” means, collectively, all federal, state, water management district, and local environmental, land use, safety, or health laws, rules, regulations, ordinances, and common law, including, but not limited to, the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 5101

et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.) (“CAA”); the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j), the Federal Water Pollution Control Act (commonly known as the Clean Water Act) (33 U.S.C. §§ 1251-1387), and Sections 253, 373, 376 and 403, Florida Statutes, as any of the foregoing may hereafter be amended, any rule or regulation pursuant thereto, and any other present or future law, ordinance, rule, regulation, code, permit or permit condition, order, notice of violation, decree, consent agreement, or directive addressing an environmental, safety, or health issue of or by the federal government, or of or by any state or other political subdivision thereof, or any agency, court, or body of the federal government or any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions. The term “Environmental Laws” also shall mean and include the Port of Pensacola’s Storm Water Pollution Prevention Plan (“SWPPP”) and all future amendments thereto.

“**Event of Default**” shall have the meaning assigned in Article 17 below.

“**Exclusive Use Leased Premises**” means the spaces and areas within the Leased Premises for the use and occupancy of the Company to the exclusion of all others.

“**Facilities**” means the presently existing finished steel framed and aluminum building containing approximately 40,000 square feet and an unfinished steel framed and aluminum building containing approximately 52,500 square feet together with all future modifications, additions, and accessions to and replacements of any of the foregoing. The Company shall have the non-exclusive right to access, traverse, cross and otherwise utilize all port lands designated for the joint use of all port tenants, users and customers, provided such use does not unreasonably impede, block or otherwise limit the right of other port tenants, users and customers to access, traverse, cross and otherwise use the same port lands. The Company may not moor vessels to any of the port’s public docks without first filing and receiving approval from the port of a Vessel Berth Application.

“**Hazardous Substances**” means any hazardous, toxic, or harmful substances, wastes, materials, pollutants, or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, paint containing more than 0.5% lead by dry weight (“Lead Based Paint”), infectious substances, or raw materials which include hazardous constituents), or any other substances or materials that are included under or regulated by Environmental Laws.

“**Land**” means the land within the Port as depicted on Exhibit A attached hereto and incorporated herein by reference, consisting of approximately 2.3 acres and located at the Port of Pensacola.

“**Leased Premises**” means the Land and all improvements now or hereafter existing on the Land, including without limitation the Facilities and the Preferential Use Apron Area, as more particularly described in Section 2.02.

“Lease Term” shall have the meaning assigned in Section 3.01 below.

“Lease Year” means each period of twelve consecutive calendar months that begins on an anniversary of the Effective Date of this Lease or, if the Effective Date of this Lease is not the first day of a month, each period of twelve consecutive calendar months that begins on the first day of the next month after each such anniversary of the Beginning of this Lease; provided, however, that the first Lease Year shall commence on the beginning of this Lease and continue to, but not including, the first day of the next Lease Year.

“Ordinary Wear and Tear” means normal deterioration of an improvement to real property that occurs solely from the reasonable and intended use of the improvement over time despite the timely and proper performance of reasonable routine maintenance and preventive maintenance.

“Port” means Port of Pensacola located in Pensacola, Florida, as it now exists and as it may exist in the future.

“Port Director” means the person who from time to time holds the position of “Port Director” or “Interim Port Director” of the Port. Said term shall also include any person expressly designated by the City to exercise functions with respect to the rights and obligations of the Port enterprise.

“Port Master Plan” means the assembly of appropriate documents and drawings addressing development of the Port from physical, economic, social, and political jurisdictional perspectives as designated from time to time by the City and the Port Director as the Port Master Plan. The Port Master Plan includes, without limitation, forecasts of cargo & maritime business activity, a Port land use plan, 2019 Port Vision Plan (or any successor plan), a Port layout plan set, a Port access and parking plan, port storm water master plan, a capital improvement plan, and a budget and/or financial plan.

“Rent” means, collectively, the Base Rent and the Additional Rent.

“Rules and Regulations” means those ordinances, rules and regulations promulgated from time to time by the City or the Port Director governing conduct on, and operations at, the Port or the use of any of the land and/or facilities at the Port.

“Subsidiary” means any corporation or other entity more than fifty percent (50%) of whose outstanding stock (or other form of equity ownership) is, at the relevant time, owned by the Company or by another Subsidiary of the Company.

“Tariff” means Port of Pensacola Terminal Tariff No. 5A, as amended and revised from time-to-time, or any successor thereto.

“Watercraft” means any boat, or vessel that travels on water to include personal watercraft, amphibious aircraft or any mode of transportation that traverses the water for transportation.

Section 1.02 CROSS-REFERENCES

All references in this Lease to articles, sections, and exhibits pertain to articles, sections, and exhibits of this Lease unless otherwise specified.

END OF ARTICLE

ARTICLE 2. LEASED PREMISES

Section 2.01 LEASED PREMISES

For the Rent, upon the terms, and subject to the conditions set forth in this Lease, the City hereby leases and demises the Leased Premises to the Company, and the Company hereby leases the Leased Premises from the City, subject, however, to all liens, easements, restrictions and other claims and encumbrances of record, provided that such matters do not prevent the Company from conducting its business on the Leased Premises as contemplated herein, and/or otherwise impair its financial structure and future use of the premises.

The Leased Premises consists of two adjoining parcels known as “Warehouse #9 Primary Premise” and “Warehouse #10 Unfinished Premise.” The Warehouse #9 Primary Premise shall be defined as the approximately 40,000 square foot, steel-frame, and aluminum sided building commonly referred to as Port of Pensacola Warehouse #9. The Warehouse #10 Unfinished Premise consists of approximately 52,500 square foot, steel-framed, and aluminum sided building immediately adjourning to Warehouse #9. Both Warehouse #9 and #10 are further depicted in Exhibit A attached hereto and incorporated herein by this reference and collectively are known as the “Leased Premise.”

For an additional Submerged Lands Lease as articulated in Section 5 of the Lease Agreement, the Company shall be permitted to construct a no more than 8 slip “dockage and ramp area” to dock boats manufactured or for sale by the Company for test driving by potential customers or to deliver the boat for sea trial or delivery to a customer. The Parties shall reach a mutually agreeable access point and location for this purpose. Cost of all improvements for this purpose shall be borne by the Company except to the extent the City may be able to secure grant(s) to fund any portion of the project and further provided that in such event, Company will provide any local matching funds required and agree to comply with all other terms and conditions of the grant funding. In consideration of the Company’s investment in the herein contemplated “dockage and ramp area,” the City shall provide the Company with an offset to the Submerged Lands Lease Rate equal to the Company’s actual cash investment, excluding any grants or donated funds, pro-rated to a monthly rate and continuing each month until such investment has been fully amortized or until the end of the Primary Lease Term, whichever occurs first. In the event the Company does construct the “dockage and ramp area,” the City shall have a right of use of those improvements with advance approval of the Company and provided said use does not interfere with the Company’s use or operations. Company’s use of the “dockage and ramp area” constructed by the Company shall always be primary with any City use being secondary.

The Company shall have the right to post its unique logo on the side of the Leased Premises in a tasteful manner of an industrial site, provided design and placement of same is in compliance with applicable City of Pensacola sign ordinances, if any, and is approved by the Port Director.

Section 2.02 NON-EXCLUSIVE PARKING AREA

The Company shall be entitled to non-exclusive use of any and all Designated Parking Areas located on the port property as currently situated and designated or as may be situated and

designated in the future at the Port's and/or any and all overflow parking lots as currently situated and designated or as may be situated and designated in the future all at the Port's sole discretion, at no additional charge to the Company. Such areas are made available to all port tenants and users on a first-come-first-served basis. In using such areas, the Company and Company employees, representatives, agents, contractors, service providers, invitees, customers and visitors shall abide by all applicable rules and regulations of the Port of Pensacola Seaport Security Plan, including if required, but not limited to, the requirement that all personal vehicles entering the Port Restricted Area be registered with the Port's Facility Security Officer. In no event shall the Company permit parking on the Leased Premises by the general public or by the Company's guests, invitees, customers, or employees not related to the conduct of the Company's business on the Leased Premises.

END OF ARTICLE

ARTICLE 3. TERM

Section 3.01 LEASE TERM

Subject to compliance with the terms and conditions of this Lease, the Company shall have the right to occupy the Leased Premise beginning on the Commencement Date as defined in Section 1.01 of this Lease Agreement for a term of ten (10) years (the "Primary Lease Term"). All Rents for the Leased Premise shall commence nine (9) calendar months after the Commencement Date.

Section 3.02 RENEWAL

There is no automatic renewal of this Lease Agreement. Upon expiration of the initial term of this Lease Agreement, the Company may request up to six (6) additional five (5) year renewal options subject to the provisions that follow in this Section 3.02.

Provided the Company is not in default of any provisions of this Lease Agreement, Tenant may request in writing to the City renewal of this Lease Agreement, such request to be submitted to the Port Director no less than six (6) months prior to the Expiration Date. Then, and upon mutual agreement of the parties, this Lease Agreement may be renewed for five (5) years commencing upon the Expiration Date and expiring five years thereafter ("First Renewal Term"). The City may non-renew for the First Renewal Term only if Tenant a) fails to complete Company's Structure in accordance with Section 3 of this Lease Agreement; b) or, is in default of any other provision of this Lease Agreement.

Further, provided Tenant is not in default of any provisions of this Lease Agreement, the Company may request in writing to the City a second, third, fourth, fifth and sixth renewal of the Lease Agreement, such request to be submitted to the Port Director no less than six (6) months prior to the expiration of the immediately preceding Term. Then, and upon mutual agreement of the parties, this Lease Agreement may be renewed in additional five (5) year increments commencing upon the expiration of the immediately preceding Term ("Second Renewal Term" through "Sixth Renewal Term," respectively). Rent shall be at the rates outlined in Article 5 of this Lease, except that for any renewal hereunder, the City reserves the right to recalculate the rent payments based upon the then-appraised value of the property provided the renewal period base rate increase may not exceed seven and one-half percent (7.5%) of the applicable Rent as defined in Article 5 herein. For any renewal hereunder, all terms and conditions of this Lease Agreement, other than pertaining to Rent, remain the same unless expressly negotiated between the parties. Any renewal hereunder shall be memorialized in writing, executed by the parties in the same formality herewith.

Section 3.03 COMPANY'S RIGHTS UPON EXPIRATION OR EARLIER TERMINATION OF LEASE

Upon expiration of the Lease Term or earlier termination of this Lease, all of the Company's rights, authority, and privileges to use the Leased Premises, services, facilities and property of the Port as granted herein shall automatically cease without notice to the Company except such notice, if any, as is expressly required by this Lease with respect to an earlier termination of this Lease.

Section 3.04 SURRENDER OF LEASED PREMISES

Upon expiration of the Lease Term or earlier termination of this Lease, the Company shall surrender the Leased Premises to the City in its improved condition as referenced in Section 4.01 of this Lease, except for Ordinary Wear and Tear and except for damage caused by an insured casualty or a condemnation for which the City is fully compensated by insurance proceeds actually received by the City and by deductible amounts actually paid by the Company to the City, with respect to an insured casualty loss, or by a condemnation award pursuant to an order of a court of competent jurisdiction or payment in lieu thereof acceptable to the City, with respect to a condemnation.

The provisions of this Section 3.04 shall survive the expiration of the Lease Term or earlier termination of this Lease, as the case may be, and shall be fully enforceable by the City against the Company notwithstanding the termination of this Lease.

END OF ARTICLE

ARTICLE 4. USE OF LEASED PREMISES

Section 4.01 PERMITTED USE OF LEASED PREMISES

Continuously during the Lease Term, the Company shall use the Leased Premises solely for the research, development, design, fabrication, and manufacture of watercraft/amphibious aircraft of various types, models, and series to include administrative offices and functions accompanying the manufacturing of the product. The performance of any other activities consistent with and allowable in the Industrial District M-1 Zoning Designation as defined in the City of Pensacola Code, Part II - Code of Ordinances. Title XII - Land Development Code, Chapter 12.2 - Zoning Districts, Sections 12-2-1 and 12-2-9 shall be allowed only upon advance written consent of the City, which consent may be allowed or withheld in the City's sole and absolute discretion.

Consistent with the permitted use of the Leased Premises stated in this Section 4 and solely in furtherance of such use, Company shall, at Company's sole cost and expense, complete all required construction activities on the Leased Premise in order to obtain a Certificate of Occupancy from the City of Pensacola Inspection Services Division. Final plans and specifications are subject to review and approval by the City prior to the commencement of construction activities. As part of City's review process all plans, specifications and construction drawings will be reviewed by the City Engineer (or his designee) and the Port's consulting engineer of record.

As a condition of this Lease for the Lease Premises, Company shall commence construction in accordance with all requirements of this Lease Agreement, no later than twelve (12) months after the execution of this Lease. Should Company fail to meet this requirement, then the City may, in the City's sole discretion, immediately terminate the Lease upon date of written notice to Company and, in the event of such termination by the City due to Company's failure to perform according to this schedule, the Company hereby expressly agrees that upon receipt of such termination notice for failure to perform according to schedule, the Company shall within 30 days vacate and surrender the Lease Premises to the City and the Company's right to continue its lease of the Lease Premises shall terminate. The City may enter the Lease Premises and exclude the Company from possession of the Lease Premises, declare all Rents, fees, taxes and other charges and amounts that are then due and payable and costs of the City to prepare the Lease Premises for reletting to be immediately due and payable. Nothing in this paragraph shall be construed to allow the City to assess accelerated rents as a remedy for Tenants failure to perform.

In the event the Company complies with commencement of construction, Company shall complete construction no later than twenty-four (24) months after the Commencement Date of this Lease Agreement. A Certificate of Occupancy shall evidence such completion of construction. Should Company fail to complete construction of Tenant's Structure no later than 24 months after commencement of the Lease, then Company may, with reasonable justification for the cause of the delay and upon payment of additional compensation to the City in an amount agreed to between the parties, receive a 12 month extension. If Company fails to complete construction in the timeline stated above, the Company shall have a grace period of sixty (60) days, plus any additional extensions granted by the Lessee, to obtain substantial completion as

determined by the Company's engineer of record. Otherwise, the City may, in the City's sole discretion, immediately terminate the Lease upon date of written notice to Tenant. In the event of such termination by the City for Company's failure to perform according to this schedule, Company hereby expressly agrees that upon receipt of such termination notice for failure to perform according to schedule, the Company shall within 30 days relinquish and surrender the Lease Premises and any improvements thereto to the City and Tenant's right to continue the lease of the Lease Premises shall thereafter terminate. The City may enter the Lease Premises (including any improvements) and exclude the Company from possession of the Lease Premises, declare all Rents, fees, taxes and other charges and amounts which are owed to be immediately due and payable. For any repairs or other costs incurred by the City to bring the facility to minimum code standards required for reletting, the City may "call" any and all applicable construction, performance and/or payment bonds as defined in Article 6 and/or Article 10 herein. Nothing in this paragraph shall be construed to allow the City to assess accelerated rents as a remedy for Tenant's failure to perform.

Section 4.02 **ADDITIONAL RESTRICTIONS**

Notwithstanding any contrary provision in this Lease, the Company shall not, and the Company shall not suffer or permit any of its agents, employees, directors, officers, contractors, customers, guests, invitees, licensees, or representatives to:

(a) Do, suffer, or permit anything that may interfere with the effectiveness or accessibility of any drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, at any time installed or located on or within the premises of the Port.

(b) Do, suffer, or permit anything that may invalidate or conflict with any fire or other casualty insurance policies covering the Port or any part thereof or improvements thereon.

(c) Keep or store or suffer or permit to be kept or stored, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with applicable federal, State, and City laws and ordinances, including the Uniform Fire Code and the Uniform Building Code. For purposes of this Lease, flammable or combustible liquids shall have the same definitions as set forth in the Uniform Fire Code, as that Code may be amended from time to time.

(d) Engage in any business or activity not specifically permitted by this Lease.

Section 4.03 **NON-EXCLUSIVE RIGHTS AND PRIVILEGES**

Notwithstanding anything contained in this Lease that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the City herein reserves the right to grant similar privileges to one or more other operators or lessees on the Port. However, for the duration of this lease, the Port agrees that it will not lease space to another tenant similarly engaged in the manufacture of watercraft as defined in Section 4.01.

END OF ARTICLE

ARTICLE 5. RENTS, FEES, CHARGES AND SALES TAX

In consideration for the Company's use of the Leased Premises, the rights and privileges granted to the Company hereunder, and for the undertakings of City hereunder, the Company agrees to pay the City, without invoicing, notice, demand, deduction or set-off, the Base Rent, Additional Rent, fees, other charges, and sales and use tax as set forth in this Lease, as from time to time recalculated according to the procedures described herein below.

Section 5.01 **BASE RENT**

The annual base rent ("Base Rent") payable by the Company to the City shall be per the following schedule:

For the 40,000 square foot Primary Building

During the Primary Lease Term:

Lease Rate per lease year 1-5: \$3.00/SF or \$120,000/yr

Lease Rate per lease year 6-10: \$3.75/SF or \$150,000/yr

For Renewal Option years, if/as applicable:

Lease Rate per lease year 11-15: \$3.75/SF or \$150,000/yr

Lease Rate per lease year 16-20: \$4.13/SF or \$165,200/yr

Lease Rate per lease year 21-30: \$4.13/SF or \$165,200/yr

Lease Rate per lease year 31-35: \$4.34/SF or \$176,300/yr

Lease Rate per lease year 36-40: \$4.50/SF or \$180,000/yr

For the 52,500 +/- SF Unfinished Building

During the Primary Lease Term:

Lease Rate per leased year 1-5: \$0.15/SF or \$7,875/yr

Lease Rate per lease year 6-10: \$2.00/SF or \$105,000/yr

For Renewal Option years, if/as applicable:

Lease Rate per lease year 11-15: \$2.00/SF or \$105,000/yr

Lease Rate per lease year 16-20: \$2.50/SF or \$131,250/yr

Lease Rate per lease year 21-30: \$2.50/SF or \$131,250/yr

Lease Rate per lease year 31-35: \$2.75/SF or \$144,375/yr

Lease Rate per lease year 36-40: \$3.00/SF or \$157,500/yr

Section 5.02 **SUBMERGED LANDS LEASE RATE**

For the total square footage of Submerged Lands occupied by the Company's multi-slip dockage:

Lease Rate per lease year 1: \$0.1600/SF

Lease Rate per lease year 2-40: Rate to be adjusted annually by the annualized percentage change in the Consumer Price Index, All Urban Consumers (Avg-Avg) for the prior year.

Section 5.03 **BASE RENT PAYMENT**

The annual Base Rent shall be paid by the Company to the City without invoicing, notice, demand, deduction, or set-off, in equal monthly installments payable in advance on or before the first day of each calendar month, beginning 9 calendar months after the lease Commencement Date and continuing through the remainder of the Lease Term. Should Rental payments initiated on any date other than the first (1st) of the month, the Rent for that month will be prorated with rent for all subsequent months then being due and payable on the first (1st) of the month.

Section 5.04 OTHER RENTS, FEES AND CHARGES

Notwithstanding any contrary provision in this Lease, the City reserves the right to charge, in addition to Base Rent, Additional Rent, and other fees and charges under this Lease, fees and charges for miscellaneous items and services, including, but not limited to current and future taxes, fees and assessments, as well as any fees and charges assessed by the City in connection with the ordinary use of Port facilities that are equally applicable to all similarly situated parties.

Section 5.05 SALES TAX

The Company shall pay to City all sales and use taxes imposed by Florida Statutes Section 212.031 and any future amendments thereto, or other applicable Florida law in effect from time to time (collectively, the “Sales Tax”), on the Base Rent and Additional Rent due under this Lease and on any other payments required by this Lease to be made by the Company to or for the benefit of the City which are taxable under applicable Florida law. Such sales or use tax shall be due and payable concurrently with the payment of the Base Rent, Additional Rent, or other payment with respect to which such tax is required to be paid.

Section 5.06 MODE OF PAYMENT

The payment of all Base Rent, Additional Rent, Sales Tax, fees, and charges that become due and payable by the Company under this Lease shall be paid to the City of Pensacola without the City invoicing the Company. Payments shall be mailed or delivered to City of Pensacola Treasury Department, PO Box 12910, Pensacola, Florida 32521-0044, or to such other payment address as the City notifies the Company in writing. The City reserves the right to require that payment be made by wire transfer.

Section 5.07 LATE FEE AND INTEREST

If Base Rent, Additional Rent, or any other fee, charge or payment due and payable under this Lease by the Company to the City is not paid within thirty (30) calendar days after such Base Rent, Additional Rent, or other fee, charge or payment became due, a Late Fee of five percent (5%) of the amount due shall be due and payable to the City to compensate the City for its added expenses due to said late payment. Further, any Base Rent, Additional Rent, or other fee, charge or payment due and payable under this Lease by the Company to the City that is not paid within thirty (30) calendar days after its date due shall bear Interest at eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is less, from the date due until the date paid in full.

Section 5.08 PORT TARIFF

Except as otherwise expressed herein, all provisions of the Port Tariff, as defined herein, shall remain in full force and effect.

Section 5.09 WHARFAGE AND CARGO FEES

Product manufactured, fabricated, or assembled at the Leased Premises may be subject to wharfage, cargo security and other cargo fees as outlined in the Port Tariff as directed by the Port Director. In order to effectively track cargo activity, the Company and any sublessee(s) shall submit a monthly activity report to the Port's Operations Division no later than the tenth (10th) day of each month for the previous month's activity using a report template provided by the City for this purpose.

END OF ARTICLE

ARTICLE 6. PERFORMANCE GUARANTEE

The Company will provide an investment grade security or other means of collateral that may be acceptable to the parties to guarantee the performance of the lease term for a period of one (1) year. This security requirement shall expire after three (3) years of the anniversary of the final execution hereof.

Without limiting the generality of the foregoing, the initial term of such letter of credit or quick pay bond shall be for a term of three (3) years. The security can be called and shall be payable in full upon the Company's receipt of written certification by the City (1) that there exists an uncured Event of Default under this Lease by the Company.

The amount of such security shall at all times during the Lease Term be in an amount equal to fifty (50%) of the annual Base Rent payable to the City. The

In the event City is required to draw down or collect against the Company's security for any reason, the Company shall, within ten (10) business days after City's written demand, either cause security to be replenished to its original value or provide a replacement security from another source so that the aggregate of letters of credit or quick pay bonds are equal to the total amount required above.

If the Company shall fail to obtain or keep in force such security required hereunder, such failure shall be grounds for immediate termination of this Lease by the City without notice to the Company or opportunity to cure such failure except as expressly provided in this Article, notwithstanding any other provision of this Lease. The City's rights under this Article shall be in addition to all other rights and remedies provided to City under this Lease.

END OF ARTICLE

ARTICLE 7. INSURANCE AND INDEMNIFICATION

Section 7.01 REQUIRED INSURANCE

Prior to the Effective Date, the Company shall procure and maintain insurance of the types and to the limits specified herein, all of which shall be in full force and effect as of the Effective Date.

As used in this Article, “the City” is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents.

The Company and the City understand and agree that the minimum limits of insurance herein required may become inadequate during the term of this Lease. The Company agrees that it will increase such minimum limits to the levels required by the City from time to time, within one hundred eighty (180) days following the receipt of written notice from the Port Director.

Insurance shall be procured from an insurer whose business reputation, financial stability, and claims payment reputation are satisfactory to the City in its sole discretion, for the City's protection only. The amounts, forms, and types of insurance required to be provided and maintained by the Company shall conform to the following minimum requirements:

[THIS SPACE INTENTIONALLY LEFT BLANK]

Insurance Requirements		
	Type	Amount
(1)	Worker's Compensation and Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000 (including USL&H and Jones Act, if applicable)
(2)	Broad Form Commercial General Liability Policy to include coverage for the following (must include liability for marine vessels):	Combined Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence or its equivalent with an aggregate of not less than \$5,000,000
	(A) Premises Operations	
	(B) Independent Contractors	
	(C) Products/Completed Operations	
	(D) Personal Injury	
	(E) Contractual Liability	
	(F) Damage to Leased Premises	
(3)	Property Insurance including flood insurance for physical damage to the property of the Company, including improvements and betterments to the Leased Premises	Coverage for replacement value of property
(4)	Property Insurance for physical damage to the Facilities, including improvements and betterments to the Leased Premises, resulting from fire, theft, vandalism, windstorm, flood (if and to the extent any of the Facilities are located in a federally-designated special flood hazard area), and other risks commonly insured against for similar port improvements	Coverage for replacement value of Facilities
(5)	Automobile Liability (any automobile)	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence or its equivalent in excess of umbrella coverage, \$5,000,000 per occurrence or its equivalent in excess of umbrella coverage for vehicle(s) with access to the Air Operations Area.
(6)	Above Ground and/or Underground Storage Tank Liability (but only if such tanks exist at the Leased Premises)	\$10,000,000 per claim
(7)	Port Liability including coverage for premises, operations, products and completed operations and independent contractors.	\$10,000,000 per occurrence, combined single limit, written on an occurrence form
(8)	Pollution Legal Liability for transporting or handling hazardous materials or regulated substances	\$3,000,000 per occurrence, with an annual aggregate not less than \$5,000,000
(9)	Environmental Impairment Liability	\$3,000,000 per occurrence, with an annual aggregate not less than \$5,000,000

Section 7.02 POLICY ENDORSEMENTS; COPIES OF POLICIES; CERTIFICATES OF INSURANCE

All insurance policies required by this Lease to be furnished by the Company shall be endorsed to provide that the insurance carrier shall give the City written notice at least thirty (30) days in advance of any cancellation, nonrenewal, or adverse change or restriction in coverage.

Each policy of property insurance shall be endorsed to name the City as an Additional Insured and Loss Payee, as its interest may appear, and each policy of liability insurance shall be endorsed to name the City as an Additional Insured. In addition, this Lease and the Leased Premises shall be separately listed on each insurance policy.

Within five (5) days after the Effective Date (but in any event prior to the Company being permitted to take possession of any portion of the Leased Premises), and thereafter within five (5) days after the City's written requests from time to time, the Company shall furnish true and complete copies of all of the Company's insurance policies, forms, endorsements, jackets, and other items forming a part of, or relating to, all policies of insurance carried or required by this Lease to be carried by the Company with respect to the Leased Premises.

In addition, within five (5) days after the Effective Date (but in any event prior to the Company being permitted to take possession of any portion of the Leased Premises), and thereafter within five (5) days after the City's written requests from time to time, the Company shall provide to the City Certificates of Insurance evidencing all insurance carried or required by this Lease to be carried by the Company with respect to the Leased Premises. Each Certificate of Insurance shall provide that the insurance carrier shall give the City written notice least thirty (30) days in advance of any cancellation, nonrenewal, or adverse change or restriction in coverage. The City shall be named on each Certificate of property insurance as an Additional Insured and Loss Payee, as its interest may appear, and on each Certificate of liability insurance as an Additional Insured. In addition, this Lease and the Leased Premises shall be separately listed on each Certificate. Certificates of property insurance shall be provided on the "Certificate of Insurance" form equal to, as determined by the City, the most current ACORD 28 form. Certificates of liability insurance shall be provided on the "Certificate of Insurance" form equal to, as determined by the City, the most current ACORD 25 form. Any wording on a Certificate that would make notification to the City of cancellation, nonrenewal, or adverse change or restriction in coverage an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's authorized agent or employee. The name and address of the City on each policy and certificate of insurance required by this Lease shall be: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, Florida 32521. In addition, a copy of each Certificate of Insurance shall be sent to Port of Pensacola, Attn: Port Director, PO Box 889, Pensacola, Florida 32591.

The Company shall immediately replace any cancelled, adversely changed, restricted, or non-renewed policies with new policies acceptable to the City and shall provide to the City copies of all such new policies, as well as Certificates of Insurance regarding the new policies, prior to the effective date of such cancellation, nonrenewal, adverse change, or restriction. The Company's required insurance coverages shall be considered primary for all purposes, and all other insurance shall be considered as excess, over and above the Company's coverages. Notwithstanding the primary coverage responsibility of the Company, the Company shall protect the indirect and direct interests of the City by at all times promptly complying with all terms and conditions of its insurance policies, including without limitation timely and complete notification of claims. All written notices of claims made to carriers that relate to the use, damage, impairment, or condition of the Leased Premises shall be copied to the City's Department of

Risk Management at the following address: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, Florida 32521. An additional copy shall be sent to Port of Pensacola, Attn: Port Director, PO Box 889, Pensacola, Florida 32591.

Section 7.03 INSURANCE OF THE COMPANY PRIMARY

The insurance coverage required of the Company shall be considered primary, and all other insurance shall be considered as excess, over and above the Company's required coverage.

Section 7.04 LOSS CONTROL, SAFETY, AND SECURITY

The Company shall retain control over its employees, agents, servants, contractors, customers, guests, and invitees, as well as its and their activities on and about the Leased Premises and the manner in which such activities shall be undertaken; to that end, the Company shall not be deemed to be an agent of the City. Precaution shall be exercised by the Company at all times regarding the protection of all persons, including employees, and property. The Company shall make reasonable effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected. The Company and its employees, agents, servants, contractors, customers, guests, and invitees, shall at all times comply with all federal and State laws with respect to Seaport Security, including but not limited to, the Port of Pensacola Seaport Security Plan, current edition as amended from time to time or any successor thereto, as/when applicable to the Company's operations upon the Leased Premises and its use of Port facilities.

Section 7.05 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers that have a current A.M. Best rating of no less than A: X.

Section 7.06 HOLD HARMLESS

The Company, for itself and its successors and assigns, shall, and does hereby, covenant and agree to, FULLY AND FOREVER RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS the City and its elected officials, employees, officers, directors, volunteers, and representatives, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, arbitration awards, regulatory actions, administrative actions, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal or bodily injury, death, environmental remediation and damage, and property damage, made upon or suffered or incurred by the City directly or indirectly arising out of, resulting from, or related to any breach or default by the Company under this Lease, or the activities, acts or omissions of the Company, its successors or assigns under this Lease or at or within the Port, or arising or occurring in, on, under or about the Leased Premises during the Lease Term, including, but not limited to, any acts or omissions of the Company, its successors or assigns, including any of its or their respective agents, officers, directors, representatives, employees, consultants, contractors or subcontractors, and their respective officers, agents, employees, directors, and representatives. The indemnity provided for in this Section shall not apply to any liability resulting from negligence of the City, its officers,

or employees in instances where such negligence causes personal injury, death, or property damage.

The Company shall fully and forever release, hold harmless, defend, and indemnify the City from all such costs, including, but not limited to, expert fees even though a jury may find the Company and the City jointly liable. But in the event the City is held liable for a claim, then in that event each of the parties bears their own costs, legal fees and expert fees for their liability. The City shall, upon notice thereof, transmit to the Company every demand, notice, summons, or other process received in any claim or legal proceeding contemplated herein.

Section 7.07 NON-LIABILITY OF THE CITY

The City shall not, in any event, be liable to the Company or to any other person or entity for any acts or omissions of the Company, its successors, assigns, or sublessees or for any condition resulting from the operations or activities of the Company or any such person or entity.

Without limiting the generality of the foregoing, the City shall not be liable for the Company's failure to perform any of the Company's obligations under this Lease or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by the City.

Section 7.08 PAYMENT ON BEHALF OF THE CITY

The Company agrees to pay on behalf of the City, for all claims or other actions or items described in Section 7.06, "Hold Harmless." Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Section 7.09 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Article shall be deemed a change or modification in any manner whatsoever of the method, conditions, limitations, or restrictions of preserving, asserting, or enforcing any claim or legal liability against the City. This Article shall in no way be construed as a waiver, in whole or in part, of the City's sovereign immunity under the Constitution, statutes and case law of the State of Florida.

END OF ARTICLE

ARTICLE 8. COMMON PORT FACILITIES; INSPECTION OF FACILITIES

Section 8.01 USE OF COMMON FACILITIES

The City hereby grants to the Company, and to the Company's agents, employees, customers, guests, and invitees, the following general, nonexclusive privileges, uses, and rights, subject to the Rules and Regulations, the payment of all applicable fees and charges, and the terms, conditions, and covenants of this Lease:

(a) The general use by the Company of all Common Port Facilities.

(b) The right of ingress to and egress from the Leased Premises over and across public roadways serving the Port for the Company, its agents, employees, customers, guests, invitees, suppliers of services, furnishers of materials, and permitted sublessees/sublicensees.

The privileges, uses, and rights granted or permitted under this Article shall be exercisable only if and to the extent necessary in connection with the Company's business on the Leased Premises permitted under Article 4 above.

Section 8.02 COMPLIANCE

The rights and privileges granted pursuant to Section 8.01 above shall be exercised subject to and in accordance with all laws (including without limitation all Environmental Laws), ordinances, Rules and Regulations, and Port policies of the United States, the State of Florida, Escambia County, the City of Pensacola and the Port, including without limitation the rules and regulations promulgated with reference to navigation, security, and all applicable charter provisions, rules, regulations, and ordinances of the City, now in force or hereafter prescribed or promulgated by charter authority or by law.

Section 8.03 INSPECTION OF FACILITIES AND IMPROVEMENTS

The City reserves the right to enter the Leased Premises during normal business hours with three (3) business days prior notice to the Company, unless in the event of an emergency in which event no prior notice is required, for the purpose of inspecting same or verifying that Environmental Laws, fire regulations, safety regulations, and other applicable laws, rules and regulations, as well as the provisions contained in this Lease, are being adhered to by the Company. During its presence in the Leased Premises, the City shall make reasonable efforts to avoid undue interference with the Company's operations.

END OF ARTICLE

ARTICLE 9. ACCEPTANCE AND CONDITION OF LEASED PREMISES

THE COMPANY HAS INSPECTED AND EXAMINED ALL OF THE LEASED PREMISES, INCLUDING WITHOUT LIMITATION THE FACILITIES AND ALL OTHER BUILDINGS, STRUCTURES, IMPROVEMENTS, FACILITIES, AND INFRASTRUCTURE. THE PARTIES AGREE THAT THIS LEASE IS GRANTED BY THE CITY, AT THE COMPANY'S REQUEST, AND THAT THE LEASED PREMISES AND ALL PORTIONS THEREOF SHALL BE AND HEREBY ARE ACCEPTED BY THE COMPANY IN THEIR "AS IS" CONDITION.

THE COMPANY HEREBY ACKNOWLEDGES AND AGREES THAT THE CITY LEASES THE LEASED PREMISES, INCLUDING ALL PORTIONS, PARTS, AND COMPONENTS THEREOF, TO THE COMPANY, AND THE COMPANY ACCEPTS THE LEASED PREMISES, AS IDENTIFIED IN EXHIBIT A OF THIS LEASE, FROM THE CITY, "AS IS, WHERE IS AND WITH ALL FAULTS" AS IDENTIFIED BY THE CITY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OF ANY KIND WHATSOEVER, AND SUBJECT TO ALL DEFECTS, LATENT AND PATENT. THE CITY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR, MAINTAIN, RENOVATE OR OTHERWISE INCUR ANY COST OR EXPENSE WITH RESPECT TO THE LEASED PREMISES OR ANY PORTION THEREOF UNLESS AND EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE.

THE COMPANY'S TAKING POSSESSION OF THE LEASED PREMISES SHALL BE CONCLUSIVE EVIDENCE OF THE COMPANY'S ACCEPTANCE THEREOF IN AN "AS IS" CONDITION AND THAT THE COMPANY DEEMS THE LEASED PREMISES SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE BEING LEASED.

THE CITY MAKES NO REPRESENTATIONS REGARDING THE CONDITION OF THE LEASED PREMISES AND NO PROMISES TO IMPROVE THE SAME. ANY SUCH REPRESENTATIONS OR PROMISES PREVIOUSLY MADE, IF ANY, SHALL NOT BE BINDING UPON THE CITY UNLESS EXPRESSLY CAPTURED AND DETAILED IN THIS LEASE AGREEMENT.

END OF ARTICLE

ARTICLE 10. CONSTRUCTION BY THE COMPANY

Section 10.01 **GENERAL REQUIREMENTS**

The Company shall not construct, alter, remodel, renovate, remove, or demolish improvements on the Leased Premises without the prior written approval of the City, which approval shall not be unreasonably withheld, minor non-structural modifications by the Company that are in due course of manufacturing within the lease premises as defined in Section 2.01, excepted. The Company shall further have the right to install and or construct any free-standing improvements within the Leased Premises it wishes provided same are properly permitted.

In the event that the Company desires to construct, alter, remodel, renovate, remove, or demolish any improvements on the Leased Premises, it shall submit to the Port Director plans and specifications and a construction time schedule for such work prepared by Florida-registered architects and engineers, such other information and documents as may be required by the Port Director, all of which shall be in sufficient detail for the Port Director, to determine, whether or not the proposed work is consistent with the Company's use of the premises as defined in Section 4.01. But in any event the approval of proposed construction, remodel, renovation, removal or any other improvements for the Company business shall not be unreasonably withheld, provided the proposed work is deemed to be consistent with Section 4.01 of this lease. Upon pre-approval of reasonable estimated expenses as further described below, the Company will reimburse the City upon demand for the out of pocket expenses incurred by the City to review and act upon the Company's request, which expenses may include without limitation the fees and expenses of architects, engineers, attorneys and other professionals. Prior to engaging professionals or incurring other expenses, the City shall provide an estimate of those costs to the Company, and should the Company wish to continue its request, then the Company must approve of the expenses estimated to be incurred prior to incurring any responsibility for costs. The Port Director, acting on behalf of the City, shall have a total of thirty (30) days to provide written approval or disapproval of such work.

The Company shall not commence any such work unless and until the City, through the Port Director, has given its written approval of such work, and the Company has provided to the Port Director any payments, bonds and/or securities as required herein below.

Lessee shall be solely responsible for payment of all hard and soft costs of such work, and, prior to commencement of any work on the Leased Premises Lessee shall provide Lessor with reasonably satisfactory evidence of Lessee's ability to pay the costs of such work as and when due.

Further, prior to the commencement of any such work, the Company shall procure and provide to the Port Director any and all additional approvals of such work and/or the plans and specifications for such work required by any federal, state, water management district, county, or municipal government, or authority, agency, officer, department, or subdivision thereof, having jurisdiction with respect to such work, and shall obtain and provide to the Port Director any and all requisite development, building and construction licenses, orders, permits, and approvals.

The Company shall be solely responsible for obtaining and paying the costs of obtaining all required licenses, orders, permits, and approvals for such work.

All such work shall conform to the plans and specifications, construction timetable and other documentations submitted to the City by the Company; all conditions and requirements imposed by the City as a condition of its approval, including but not limited to applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including but not limited to the Rules and Regulations and the federal Americans with Disabilities Act and regulations thereunder. In no event shall the approval of the City required by this Article be deemed to be any acknowledgement by the City that such work or any plans, specifications, or other information or documentation submitted to the City complies or will comply with applicable laws, codes, ordinances, rules, and regulations, including but not limited to those of the City of Pensacola, and shall not relieve Lessee from obtaining all required governmental authorizations, permits and approvals, including but not limited to authorizations, permits and approvals required by the ordinances, codes, rules and regulations of the City of Pensacola, all of which shall be obtained prior to the commencement of such work. Further, the City, by giving its approval of such work, assumes no liability or responsibility therefor or for any defects in such plans and specifications or for any defects in any of such work.

Upon the commencement of any work permitted under this Article, Lessee shall thereafter diligently and continuously prosecute such work to completion within a reasonable time. Lessee shall cause all work on the Leased Premises to be performed and constructed by appropriately licensed contractors, with high quality, new materials, in a good and workmanlike manner, and pursuant to valid building permits. All IMPROVEMENTS (expressly excluding, however, movable office furniture and trade fixtures, and trade equipment) installed or constructed on the Leased Premises by the Company shall be deemed to be the sole property of the Company during the term of this Lease. Upon expiration of the lease all improvements shall remain upon and be surrendered with the Leased Premises upon the expiration or termination of this Lease. Lessee shall indemnify, defend and hold Lessor free and harmless from and against any and all liabilities, claims, demands, lawsuits, administrative proceedings, loss, and damages or any kind, including but not limited to attorneys' fees and costs, arising out of any work done or material supplied to the Leased Premises by or at the request of Lessee.

Prior to commencement of any work on the Leased Premises for a total cost (both hard and soft costs, as estimated by the City) in excess of Twenty-Five Thousand Dollars (\$25,000.00), Lessee shall provide to the Lessor payment bonds obtained by each general or sub-contractor of Lessee ensuring performance of that general contractor's obligations under the construction contract between that general contractor and the Lessee and payment of that contractor's subcontractors and suppliers with respect to the construction, alteration, removal or demolition of any improvements. Each of the bonds must (i) be issued by a Qualified Surety (hereinafter defined), (ii) be in form and substance satisfactory to the Lessor, (iii) run in favor of the Lessor, (iv) be in the amount of the total cost of constructing, altering, removing or demolishing, as the case may be, the improvements as approved by the Lessor, as such cost is stipulated in the construction contract between the Lessee and its general contractor, and (v) conform to the provisions of Section 255.05, Florida Statutes, whether or not such statute applies to such work, and any other

statutory requirements. A "Qualified Surety" is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance, in the State of Florida and possessing a rating of A/VIII or better in A.M. Best's Insurance Reports.

Upon completion of all renovations, construction, alterations, or improvements on the Leased Premises, the Company shall provide to the Port Director an accurate and complete conformed set of "as built" plans and specifications, certified by the appropriate contractor(s) and design professional(s), and a copy of the government-issued Certificate of Occupancy, if required for such work.

Section 10.02 CONSTRUCTION REQUIREMENTS

Immediately upon receipt of all approvals by the City required by this Lease and all permits and approvals required by all federal, state, and local governmental units and agencies having jurisdiction, the Company shall proceed with construction of said improvements. Work shall not be performed on days or at times other than those approved in writing by the Port Director.

The Company shall construct all improvements and additions to the Leased Premises at its own expense. Although the City has the right to review proposed improvement plans, and not approve the plans if the plans are inconsistent with the Company's use of the leased premises, and construction quality and design control within the norms of the proposed construction or improvements, pursuant to the standards set forth above, if the City does approve the improvement plans, and the Company thereafter constructs the improvements, the improvements shall be commissioned and constructed at the Company's sole initiative and behest, and nothing herein shall be construed as an authorization by City to the Company to construct the improvements, or as an agreement by City to be responsible for paying for the improvements, and neither the Leased Premises, including those structural improvements constructed in compliance with Section 4.01 herein, nor the City's interest in said Leased Premises, shall be subjected to any construction lien for any improvements constructed by the Company hereunder.

Should the Company construct improvements, alterations, or additions without fulfilling its obligations hereunder, the Company shall remove said improvements, alterations, or additions if so directed by the City, and shall do so at its own expense and within the time limits specified.

The City shall, at any period during construction of the Company's improvements, alterations, or additions, have the right, but not the obligation, to inspect any or all construction work, workmanship, material and installation involved in, or incidental to, the construction or installation of the improvements, alterations, or additions, for conformance with the applicable standards set forth in this Lease and within normally acceptable industry practices, provided that such inspection shall not include internal work that is exclusively of an operations (non-structural) nature, and provided further that no such inspections shall be deemed to constitute consent to or approval of any such work.

Immediately upon completion of any improvements, alterations, or additions, the Company shall submit to the City a detailed, certified statement from the construction contractor(s), architect(s), and engineer(s) specifying the total construction costs, both hard costs such as building

contractor and material costs and soft costs such as architect fees, financing costs, bond costs, letter of credit fees, attorney fees to review and negotiate construction contracts and resolution of construction issues and for loan closing, and design and closing costs, but excluding debt service.

END OF ARTICLE

ARTICLE 11. LIENS PROHIBITED

Notwithstanding any other provision of this Lease, the City's fee simple estate and interest in the Leased Premises shall not be subject to any lien, statutory or otherwise, by reason of any improvements constructed or altered upon, removed from, or demolished on the Leased Premises or work, labor, services or materials performed upon or supplied to the Leased Premises, by or upon the order or request of the Company or its agents, employees or contractors, or any permitted sublessee of the Company, or anyone acting by, through or under the Company. The Company shall include written notice of the foregoing in all contracts for the furnishing of labor, services or materials to or on the Leased Premises. All persons performing labor or service or furnishing materials to the Leased Premises on the order of the Company must look solely to the Company for payment. The Company shall keep the Leased Premises and improvements free from any construction liens, mechanics liens, vendors liens or any other liens or claims arising out of any work performed, materials furnished or obligations incurred by or at the request of the Company or its employees, contractors, or anyone acting by, through or under the Company, all of which liens and claims are hereby expressly prohibited, and the Company shall defend, indemnify and hold the City harmless from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorneys' fees and costs incurred by the City in connection with any such lien, claim or action. In addition to complying with all requirements of Article 10 above, before commencing any work of any kind on or to the Leased Premises, the Company shall give the City at least ten (10) business days' written notice of the proposed work and proposed commencement date in order to afford the City an opportunity to post appropriate notices of non-responsibility.

END OF ARTICLE

ARTICLE 12. MAINTENANCE AND REPAIR

Section 12.01 **TRIPLE NET LEASE**

This Lease constitutes a triple net lease of the Leased Premises and, notwithstanding any language herein to the contrary, it is intended and the Company expressly covenants and agrees that all Base Rent, Additional Rent, and other payments herein required to be paid by the Company to the City shall be absolutely net payments to the City, meaning that, during the Lease Term, the City is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the use, occupancy, operation, maintenance, preservation, repair, restoration, protection, or insuring of the Leased Premises, or any part thereof, notwithstanding any contrary provision in this Lease.

Section 12.02 **COMPANY RESPONSIBILITIES**

Notwithstanding the provisions of any previous lease of any of the Leased Premises or any previous course of dealing, course of performance, or understanding between the City and the Company, the Company shall, throughout the Lease Term of this Lease, be solely and entirely responsible for all costs and expenses for, related to or arising out of the use, operation, repair, maintenance and replacement of the Leased Premises, including but not limited to, the Facilities, all buildings, improvements, pavement, fencing, landscaping, irrigation, foundations, utility lines, doors, locks, windows, ceilings, partitions, walls, interior and exterior lighting, roofs, drainage installations, curbs, islands, sidewalks, driveways, parking areas, and improvements thereon and all components thereof, whether such repair, maintenance or replacement be ordinary, extraordinary, structural, or otherwise. Additionally, without limiting the foregoing, the Company shall:

(a) At all times perform commercially reasonably routine maintenance and preventive maintenance of the Leased Premises, the Facilities, and all buildings, improvements, and pavement on the Leased Premises and all components thereof and maintain all of the foregoing in a good and clean condition, repair and preservation;

(b) Replace or substitute any fixtures, equipment and components that have become inadequate, obsolete, worn out, unsuitable, or undesirable with replacement or substitute new fixtures, equipment and components of equal or greater value, free of all liens and encumbrances, that shall automatically become a part of the buildings and improvements;

(c) At all times keep the Leased Premises' grounds, pavement and exterior of the Leased Premises, its buildings and improvements, fixtures, landscaping, equipment, and personal property in a maintained, clean, and orderly condition and appearance;

(d) Provide, and maintain in good working order, all obstruction lights and similar devices, fire protection and safety equipment, and all other equipment of every kind and nature required by applicable laws, rules, orders, ordinances, resolutions, or regulations of any competent authority, including the City and the Port Director, provided that such rules,

regulations, and ordinances shall be applicable in a non-discriminatory manner to all similarly situated parties;

(e) Observe all insurance regulations and requirements concerning the use and condition of the Leased Premises for the purpose of reducing fire hazards and increasing the safety of the Company's operations on the Port;

(f) Repair any damage to paving or other surfaces of the Leased Premises or the Port caused by the Company, its employees, agents, sublessees, licensees, contractors, suppliers, guests or invitees as the result of any oil, gasoline, grease, lubricants, flammable liquids, or substances having a corrosive or detrimental effect thereon or as the result of any cause whatsoever; but in no event shall this relieve the City of its' obligations to maintain the land not a portion of the leased premises in good working order for the operations of the Company's business as defined in Section 2.01;

(g) Comply with the Port's Storm Water Pollution Prevention Plan and plan and take measures to prevent erosion;

(h) Be responsible for the maintenance and repair of all utility services lines upon and serving the Leased Premises, including, but not limited to, water and gas lines, electrical power and telephone conduits and lines, sanitary sewers, and storm sewers;

(i) Keep and maintain all vehicles and equipment operated on the Port by the Company in safe condition, good repair, and insured, as required by this Lease;

(j) Replace broken or cracked plate glass, paint/repaint structures upon the Leased Premises, regularly mow all grass within the Leased Premises, and weed and maintain any landscaping retain or installed by the Company on the Leased Premises; and

(k) Provide and use suitable covered metal receptacles for all garbage, trash, and other refuse; assure that boxes, cartons, barrels, or similar items are not piled in an unsightly, unsafe manner on or about the Leased Premises; provide a complete and proper arrangement, satisfactory to the Port Director, for the adequate sanitary handling and disposal away from the Port, of all trash, garbage, and refuse resulting from operation of the Company's business.

Section 12.03 SAFE, CLEAN AND ORDERLY OPERATION

During the term of this Lease, the Company agrees to maintain all portions of the Leased Premises, and any improvements, alterations, or additions thereon, in a safe, clean, and neat condition, and not permit any accumulation of wreckage, debris, or trash. The Company agrees to provide for complete, proper and adequate sanitary handling and disposal, away from the Port, of all trash, garbage, waste and other refuse caused as a result of the Company's operations; to provide and use suitable covered metal receptacles, to be approved by the Port Director, for all trash, garbage and other refuse on or about the Leased Premises, and not to pile boxes, cartons, carts, drums, or the like on the outside of the buildings, or dump any waste matter of any nature,

in a liquid state or otherwise, on the Leased Premises nor to permit contamination of the Port's stormwater or sanitary sewer systems.

The Company agrees to promptly install, without cost or expense to the City, any other device or devices for the handling and disposition of refuse and all manner of waste (liquid or otherwise) as may reasonably be required by the City or the Port Director.

Should the Company fail to comply with the terms and conditions of this Article within a period of thirty (30) days following written notice of such failure, or for those items that cannot be reasonably cured within 30 days, or the Company fails to diligently pursue remediation of the failure, the city reserves the right to take any action to cure said failure. Should the City take action to cure failures, the Company shall pay to the City an amount equal to the City's cost for such actions. Said payment is Additional Rent and is to be made by the 10th day of the following month in addition to any other payments.

Section 12.04 OTHER SERVICES

At its own expense the Company shall provide interior and exterior painting, janitorial, trash removal and all other services necessary or desirable for the operation of the Company's business on the Leased Premises permitted under Article 4 above. The Port provides 24/7/365 controlled gate access to the Port facility as well as a roving patrol during normal operating hours. Should the Company require specialized security services at its Leased Premises, the Company must contract for same separately and may engage any properly licensed security services provider for the provision of same.

Section 12.05 QUARTERLY CONDITION SURVEYS

The Port's Maintenance Superintendent or other Port representative as designated by the Port Director, together with a representative of the Company may, at the City's option, inspect the Leased Premises quarterly to observe and note its condition, cleanliness, and existing damage and to determine required repairs and maintenance, provided that such inspections do not materially interfere with the Company's use of the Leased Premises. Neither the City's inspection of the Leased Premises nor the City's failure to inspect the Leased Premises shall relieve the Company of any of its obligations under this Lease or applicable law.

Section 12.06 PERFORMANCE

In the event that the Company refuses or fails to undertake and complete any maintenance, repair or replacements within thirty (30) days after written notice from the Port Director or, in the event of exigent circumstances, such lesser time as the Port Director specifies in such written notice, then and in any such event the City shall have the right, but not the obligation, to perform such maintenance, repair or replacement on behalf of and for the Company. The costs of such maintenance, repair or replacement, plus twenty-five (25.0%) percent for administration, shall be reimbursed by the Company to the City no later than 30 days following receipt by the Company of written demand from the City for same.

Section 12.07 UTILITIES

The Company shall, at no cost to the City or Port, arrange for all utilities necessary to serve the Leased Premises and promptly pay when due all the utilities costs incurred with respect to the Leased Premises. The Company shall pay or cause to be paid any and all charges for water, heat, gas, electricity, sewer, telephone, internet, cable, and any and all other utilities used on the Leased Premises throughout the Lease Term, including, but not limited to, any connection fees and any and all additional third party costs related to utility connection, metering, maintenance, repair, and usage.

The Company shall be responsible for the maintenance and repair of all exterior telephone, internet, cable, water, gas, sewer, and electrical utility lines required for the Leased Premises commencing at the point(s) where said utilities enter upon the Leased Premises. The City shall have no obligations related to said maintenance and repair. The Company shall coordinate any required maintenance and repair with the appropriate utility company and the office of the Port Director.

The City reserves to itself the right, at its expense, to install, maintain, repair, replace, or remove and replace water and sewer pipes, electrical lines, cable lines, internet lines, gas pipes, and any other utilities or services located on the Leased Premises as necessary or appropriate, in the City's judgment, to make such utilities available to the City or other tenants, together with the right to enter the Leased Premises at all reasonable times in order to accomplish the foregoing, provided, however, that (i) the City shall not disrupt the operations of the Company without prior written approval of the Company and shall take reasonable precautions to avoid the disruption of the Company's authorized activities; (ii) the alteration and additions after installation do not lessen the utilities previously available to the Company; (iii) the City and/or the ultimate user of such utilities will be responsible to repair and maintain such utilities; and (iv) such utilities will be separately metered for different users.

Throughout the Lease Term, the Company shall not render any utility lines inaccessible.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Section 12.08 UTILITIES SUPPLY OR CHARACTER

The City shall not be liable in any way to the Company for any failure or defect in the supply or character of electrical energy, internet service, cable service, gas, water, sewer, or other utility service furnished to the Leased Premises by reason of any requirement, act, or omission of the City in its capacity as a utility provider or of any public utility providing such service or for any other reason. The City shall have the right to shut down electrical and other utility services to the Leased Premises when necessitated by fire, safety or emergency exigencies, and in advancement of and consistent with the provisions of Section 12.07 herein above whether the need for such utility work arises with respect to the Leased Premises or any other facility at the Port. Whenever reasonable under the circumstances, the City shall give the Company not less than five (5) days' prior notice of any such utility shutdown. In no event shall the planned loss of utility services occur during normal manufacturing hours without the express knowledge and written consent of the Company. The City shall not be liable to the Company for any losses, including the loss of income or business interruption, resulting from any interruptions or failure in the supply of any utility to the Leased Premises whether said utility supply is controlled by the City or by a public utility provider.

END OF ARTICLE

ARTICLE 13. TITLE TO IMPROVEMENTS AND PERSONAL PROPERTY

Section 13.01 TITLE TO IMPROVEMENTS

Title to all buildings, structures, pavement, and other improvements presently existing upon the Leased Premises or any part thereof is vested in the City. Improvements made upon the leased premises by the Company, except those structural improvements constructed in compliance with Section 4.01 herein, shall for financial purposes, be owned and claimed by the Company during the term of this lease.

Title to all buildings, structures, pavement, and other improvements not considered to be trade fixtures or personal property of the Company constructed or installed on the Leased Premises by the Company during the Lease Term, shall become vested in the City immediately and automatically upon completion thereof, without notice to the Company or any action by the City.

Section 13.02 TITLE TO PERSONAL PROPERTY

Except as otherwise provided in this Section 13.02, all trade fixtures and equipment and other business personal property installed or placed by the Company, at its sole expense, in the Leased Premises that can be removed without structural damage to the Leased Premises or any other City-owned property shall remain the property of the Company, subject, however, to the provisions of this Section 13.02, unless otherwise provided in subsequent agreements between the Company and the City. The Company shall have the right at any time during the Lease Term and prior to its expiration or earlier termination of this Lease to remove any and all of said property from the Leased Premises. The Company shall promptly repair or pay for all damages, if any, resulting from such removal. All City property damaged by or as a result of removal of the Company's property by the Company shall promptly be restored at the Company's expense to substantially the same condition as it was prior to such damage.

Notwithstanding the foregoing, any and all property not removed by the Company prior to the expiration of the Lease Term or the earlier termination of this Lease shall become a part of the land upon which it is located and title thereto shall automatically vest in the City with prior written notice to the Company within ten (10) days of suggested transfer of ownership. The City reserves the right to remove and dispose of any or all of such property not removed by the Company prior to the expiration of the Lease Term or earlier termination of this Lease, without any liability or obligation to the Company.

The provisions of this Section shall survive the expiration of the Lease Term or earlier termination of this Lease, as the case may be, and shall be fully enforceable by the City against the Company notwithstanding the termination of this Lease.

END OF ARTICLE

ARTICLE 14. ENVIRONMENTAL COMPLIANCE

Section 14.01 ENVIRONMENTAL LAWS

The Company shall, at all times, abide by all Environmental Laws applicable to, concerning, or arising from the Company's actions or inactions resulting directly or indirectly from its occupancy, use, or lease of the Leased Premises, including, without limitation, state and federal laws regulating storm water runoff contamination and pollution prevention, numeric nutrient criteria requirements, state and federal laws regulating soil, water, and groundwater quality, and state and federal laws regulating air quality. Prior to the beginning of any Lease Term, the Company shall identify in writing to the Port Director and its Fire Department all Hazardous Substances that are or may be used in the course of its occupation of the Leased Premises. This list shall be updated by Company in March of each year and include quantities of materials stored on the Leased Premises. The City shall have the right to inspect the Leased Premises at any reasonable time to ensure compliance with Environmental Laws and the provisions of this Article.

The City, acting through its Port Director, has the right to limit the amount of Hazardous Substances used and stored on the Leased Premises that are not reasonably used in the course of manufacturing for the authorized purposes herein.

The Company shall comply with the Port's Storm Water Pollution Prevention Plan and all amendments thereto irrespective of whether it has its own Storm Water Pollution Prevention Plan.

The Company shall not, directly or indirectly, allow the disposal or discharge of Hazardous Substances on the Leased Premises or other Port property, but in no way does this prohibit material to be properly stored in the Leased premises consistent with the proposed use of the premises and consistent with all applicable laws governing storage of same.

The Company shall be solely responsible for the payment of any and all fines, fees, penalties, assessments or citations issued as a result of the Company's failure to comply with applicable environmental laws whether such fine, fee, penalty, assessment or citation be issued to the Company directly or the City or Port as the property owner.

Section 14.02 ENVIRONMENTAL CONDITIONS

The City represents and warrants to its actual knowledge without independent investigation that:

- (i) it has not received any notice of violation of any environmental laws with respect to the Leased Premises.
- (ii) it has not been a party to any actions, suits, proceedings or damage settlements related in any way to contamination in, upon, over or from the Leased Premises; and
- (iii) the Leased Premises is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites, CERCLIS, or any other list of hazardous sites maintained by any federal, state or local government agency.

Section 14.03 REMEDIATION OF ENVIRONMENTAL CONDITIONS

If, following the vacating, abandonment or surrender of the Leased Premises or any portion thereof by the Company, an assignee or a sublessee, the City has reason to believe any contamination of the leased premises occurred during the lease term, the City may at its own cost and expense undertake any environmental site assessment(s) need to verify the existence and extent of any such contamination. Should any contamination attributable to the activities of the Company, an assignee or a sublessee be confirmed, the responsible party shall be required to perform any and all assessments, remediation, and/or monitoring activities required by law at its sole cost and expense.

Section 14.04 ENVIRONMENTAL REPORTS

The Company promptly shall provide to the Port Director, on an ongoing basis and as updates are required, copies of all Company environmental permits and reports related to the Leased Premises, as well as any notices, orders, decrees, citations, or inspection reports issued by environmental regulatory authorities.

Section 14.05 SURVIVAL OF OBLIGATIONS

The obligations of this Article shall survive the expiration, termination, and full or partial assignment of this Lease, as well as the sublease of all or any portion of the Leased Premises.

Section 14.06 NPDES AND SWPPP

The Company shall comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) program delegated by the United States Environmental Protection Agency (EPA) to the state of Florida and administered in part by the Florida Department of Environmental Protection (FDEP). The City and the Company are required to be covered by a Multi-Sector Generic Permit (MSGP) which is currently identified as "co-located permittees," and the Company shall submit the required Notice of Intent (NOI) to FDEP and provide a copy of the NOI and related Storm Water Pollution Prevention Plans (SWPPP) to the City. The Port Administrative Office maintains copies of the most current SWPPP for tenants. All tenants and users (including the Company) are responsible for obtaining and maintaining a current copy of the SWPPP, as well as informing and familiarizing their employees, agents, contractors, and visitors of the SWPPP contents and their responsibilities thereunder. The City has control over the establishment and implementation of all policies relating to storm water associated with port docks and tenant areas, including the Leased Premises. All tenants and users (including the Company) shall comply with the most current SWPPP and with the most current Best Management Practices (BMPs) applicable to their facilities and operations contained in the document entitled "Port Pensacola BMPs for Potential Pollutant Sources," copies of which are available from the Port Director.

END OF ARTICLE

ARTICLE 15. EVENTS OF DEFAULT; REMEDIES; TERMINATION

Section 15.01 COMPANY EVENTS OF DEFAULT

The occurrence of any one or more of the following events (each such event being referred to in this Lease as an “Event of Default”) shall constitute a material default and breach of this Lease by the Company:

- (a) The Company fails to make any monetary payment required to be made by the Company hereunder, as and when due; or
- (b) The Company fails to observe, keep, or perform the terms, covenants, agreements, and conditions of any of Articles 4, 6, 7, 10, 19, or 23, or Sections 21.03 or 26.24 of this Lease; or
- (c) The Company fails to observe or perform any covenant, condition or provision of this Lease to be observed or performed by the Company, other than as described in subparagraph (a) or (b) above or subparagraphs (d), (e), (f), (g), or (h) below, and such failure shall continue for a period of thirty (30) days after written notice thereof by the City to the Company; provided, however, that if the nature of such failure is such that more than thirty (30) days are reasonably required for its remedy or cure, then such 30-day period shall be extended for up to thirty (30) additional days provided that the Company begins such remedy or cure within such 30-day period and thereafter diligently and continuously prosecutes such remedy or cure to completion within such additional 30-day period; or
- (d) The Company files a voluntary petition in bankruptcy or any petition or answer seeking or acquiescing in any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or an order for relief is entered in an involuntary bankruptcy case filed against the Company; or the Company seeks or consents to or acquiesces in the appointment of any trustee, custodian, receiver or liquidator of itself or of all or any part of its assets or any interest therein; or the Company shall make a general assignment for the benefit of its creditors; or the Company commits any act providing grounds for the entry of an order for relief under any chapter of the federal bankruptcy code; or
- (e) A petition or case is filed against the Company seeking any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, custodian, receiver or liquidator of the Company or of all or any part of its assets or any interest therein, and such petition, case or appointment is not dismissed within sixty (60) days after such filing or appointment; or

(f) The Company fails to comply with the Port's Storm Water Pollution Prevention Plan and all amendments thereto; or

(g) The Company abandons all or any material part of the Company's business on the Leased Premises permitted under Article 4 above or ceases to conduct all or any material part of the Company's business at the Leased Premises permitted under Article 4 above for forty-five (45) days during any period of ninety (90) consecutive days; or

(h) The Company, its assignees, sublessees, contractors or subcontractors, employs or contracts with or for work or services performed on or from the Leased Premises, any unauthorized alien as described by Section 274(e) of the federal Immigration and Nationalization Act. Failure to comply with this paragraph (h) shall not constitute a material breach by the Company, provided the Company has undertaken reasonable efforts to ensure compliance with the Act through its practices and policies.

Section 15.02 **REMEDIES.**

Upon the occurrence of any Event of Default, the City may at any time thereafter, with or without notice or demand (except as expressly specified in Section 17.01 above or elsewhere in this Lease), and without limiting the City in the exercise of any right or remedy that the City may have by reason of such Event of Default:

(a) Terminate the Company's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and the Company shall surrender possession of the Leased Premises to the City within the provisions of the lease termination. In such event the City shall be entitled to recover from the Company all damages incurred by the City by reason of the Company's default, including but not limited to the cost of recovering possession of the Leased Premises; cost of repairs for any and all damages to the Leased Premises, ordinary wear and tear excepted; cost of any repairs or improvements required to bring the Leased Premises up to code and obtain an Certificate of Occupancy, if said Leased Premises is left in an untenable state by the Company; and the worth at the time of award by the court having jurisdiction thereof of (i) the amount of unpaid Rent and other unpaid amounts under this Lease which had been earned at the time of termination, (ii) the unpaid Rent and other amounts under this Lease which would have been earned after termination until the time of award. The worth at the time of award of the sums referred to in clauses (i) and (ii) above shall be computed by allowing interest from the due date at the greater of five percent (5%) per annum or the legal rate applicable to money judgments entered by the courts of the State of Florida.

(b) Without terminating this Lease, enter and repossess the Leased Premises, remove the Company's property and signs therefrom, and re-let the same for such rent and upon such terms as shall be satisfactory to the City without such re-entry and repossession working a forfeiture of the Rent and other amounts to be paid and prior to the lease termination, the covenants to be performed by the Company during the remaining Lease Term. For the purpose of such re-letting, the City shall be entitled to make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient, and the City shall be entitled to recover from the Company the cost of repairs for any and all damages to the Leased Premises,

ordinary wear and tear excepted; and, cost of any repairs or improvements required to bring the Leased Premises up to code and obtain an Certificate of Occupancy, if said Leased Premises is left in an untenable state by the Company.

(c) Maintain the Company's right to possession, in which case this Lease shall continue in effect whether or not the Company shall have abandoned the Leased Premises. In such event the City shall be entitled to enforce all of the City's rights and remedies under this Lease, including the right to recover Rent and other amounts as they become due hereunder.

(d) Pursue any other remedy now or hereafter available to the City at law or in equity under the laws or judicial decisions of the State of Florida, including without limitation any right or remedy available to a creditor under the Uniform Commercial Code.

Section 15.03 RIGHTS AND REMEDIES OF THE CITY CUMULATIVE

All rights and remedies of the City herein created or otherwise existing or arising at law or in equity by reason of any Event of Default are cumulative, and the exercise of one or more rights or remedies shall not operate to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently. Further, failure by the City to take any authorized action upon the occurrence of an Event of Default shall not be construed to be or act as a waiver of said Event of Default or of any subsequent Event of Default. The City's acceptance of Base Rent, Additional Rent or other amounts or payments by the Company for any period or periods after the occurrence of an Event of Default shall not be deemed a waiver of such Event of Default or a waiver of or estoppel to enforce any right or remedy on the part of the City arising or existing by reason of such Event of Default.

END OF ARTICLE

ARTICLE 16. HOLDING OVER

It is agreed and understood that any holding over by the Company, with the City's written consent, after the termination of this Lease, shall not serve to renew and extend same, but shall operate and be construed as a tenancy from month-to-month, subject to all terms and conditions of this Lease, including without limitation all Rent provisions.

Should the Company hold over without the City's written consent, the Company agrees to pay to the City, as monthly Rent during such period of holding over, for such Leased Premises for each month until the Company completely vacates the Leased Premises, two hundred percent (200%) of the sum of (i) Base Rent payable for the last month of the Lease Term, including without limitation applicable taxes and (ii) all Additional Rent and other fees and charges required by this Lease or by City ordinance to be paid by the Company.

The Company shall be liable to the City for all loss or damage resulting from such holding over against the City's will after the termination of this Lease, whether such loss or damage may be contemplated at this time or not. It is expressly agreed that acceptance of the foregoing rental by the City, in the event that the Company fails or refuses to surrender possession, shall not serve to grant the Company any right to remain in possession beyond the period for which such amount has been paid nor shall it constitute a waiver by the City of its right to immediate possession thereafter.

END OF ARTICLE

ARTICLE 17. ASSIGNMENT AND SUBLEASE

Section 17.01 LEASE ASSIGNMENT

The Company shall not assign this Lease or the Company's interest in or to the Leased Premises, or any part thereof, without first having obtained the City's prior written consent which consent may be given or withheld in the City's sole and absolute discretion; provided, however, that this section is not intended to apply to or prevent the assignment of this Lease, in its entirety, to any corporation or other entity with which the Company may merge or to an Affiliate or Subsidiary. Should there be an internal assignment by the Company of the lease to an entity that has common ownership or is otherwise an affiliated entity, then no approval by the City is required, but the Company shall provide ten (10) days advance notice to the intent to assign. Nothing in this provision shall impair the responsibilities of the Company to the City until the City provides approval of the assignment. Without limiting the foregoing, it is a precondition to City review and approval of a requested assignment of this Lease that there shall then exist no uncured Event of Default nor any event or state of facts which with notice or the lapse of time, or both, would constitute an Event of Default. Any transfer of more than fifty percent (50%) of the equity ownership of the Company, whether such transfer of equity ownership occurs pursuant to a single transaction or a series of related transactions, shall be deemed to be an assignment of this Lease for purposes of this Section 17.01.

In the event that the Company requests permission to assign this Lease in whole or in part, the request shall be submitted to the Port Director not less than thirty (30) days prior to the proposed effective date of the assignment requested, and shall be accompanied by a copy of the proposed assignment agreement(s) and of all agreement(s) collateral thereto, together with the following information and any other reasonable and pertinent information requested by the Port Director: the identity and contact information of the assignee, whether the requested assignment is a full or partial assignment of this Lease, the type of business to be conducted on the Leased Premises by the assignee, and reasonable financial history and financial information of the Assignee if the purpose of the Leased premises is to be different then the proposed usage in Section 2.01.

Section 17.02 LEASED PREMISES SUBLEASE

The Company shall not sublet the Leased Premises or any part thereof, regardless of the time period, without having first obtained the City's prior written consent, which consent shall not be unreasonably withheld. Without limiting the generality of the foregoing, it is a precondition to City review and approval of a proposed sublease of the Leased Premises that there shall then exist no uncured Event of Default nor any event or state of facts that with notice or the lapse of time, or both, would constitute an Event of Default.

In the event that the Company requests permission to sublet the Leased Premises in whole or in part, except to a Company affiliated entity, the request shall be submitted to the Port Director not less than sixty (60) days prior to the proposed effective date of the sublease requested, and shall be accompanied by a copy of the proposed sublease agreement(s) and of all agreement(s) collateral thereto, together with the following information and any other information requested by the Port Director: the identity and contact information of the sublessee, a description of the

part of the Leased Premises to be subleased, a statement of the entire consideration to be received by the Company by reason of such sublease (including but not limited to sublease rent and other fees and charges payable by the sublessee), the type of business to be conducted on subleased premises by the sublessee, and reasonable financial history and financial information of the sublessee.

For purposes of this Section 17.02 and Section 17.03 below, “sublease” and related terms shall include, without limitation, any sublease, license, or agreement, regardless of how denominated, that permits a third party to occupy or use all or any part of the Leased Premises other than those persons who use the Leased Premises in the ordinary course of Lessee’s business for the use permitted under Article 4 above.

Section 17.03 CONSUMMATION OF ASSIGNMENT OR SUBLEASE

The City’s consent for the assignment or sublease for which the City’s consent is required and for which such consent has been given shall be by written instrument, in a form reasonably satisfactory to the Port Director and the City Attorney, and shall be executed by the assignee or sublessee who shall agree, in writing, for the benefit of the City, to be bound by and to perform all the terms, covenants, and conditions of this Lease. Four (4) executed copies of such written instrument shall be delivered to the City. Failure either to obtain the City’s prior written consent or to comply with the provisions of this Lease shall serve to prevent any such transfer, assignment, or sublease from becoming effective and shall constitute an Event of Default by the Company.

The Company agrees and acknowledges that it shall remain fully and primarily liable for all obligations of lessee under this Lease, notwithstanding any full or partial assignment of this Lease or any sublease of all or any portion of the Leased Premises.

END OF ARTICLE

ARTICLE 18. DAMAGE OR DESTRUCTION OF LEASED PREMISES; TAKING BY EMINENT DOMAIN

Section 18.01 LEASED PREMISES -- DAMAGE OR DESTRUCTION

If at any time during the continuance of this Lease, the Leased Premises shall be so destroyed or so injured by fire or other casualty as to be unfit for full occupancy and use by the Company, and such destruction or injury could reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, then the Company shall not be entitled to surrender possession of the Leased Premises; provided, however, that the Company's obligation to pay Rent shall be equitably reduced to the extent of the diminution in use to the Company resulting from such destruction or injury until full use and occupancy is restored to the Company. The Company shall repair the damage with all reasonable speed at least to the extent of the value and as nearly as possible to the character and quality of the building and improvements existing immediately prior to such occurrence.

If the Leased Premises shall be so destroyed or injured by fire or other casualty that such destruction or injury could not reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, the Company shall have the option, upon written notice given to the City within thirty (30) days from the date of such destruction or injury, to terminate this Lease, and upon giving of such notice this Lease shall be terminated as of the date of such destruction or injury. In the event the Company elects not to terminate this Lease in accordance with the foregoing options, the Company shall repair the damage and restore or rebuild the building and improvements as promptly as reasonably possible after the one hundred eighty (180) day period

Notwithstanding the foregoing provisions of this Article, in the event of damage or destruction, as aforesaid, such that fifty percent (50%) or more of the total floor area of the Facilities is rendered unfit for occupancy and use by the Company during the last three (3) years of the Lease Term, then either Party shall have the option, upon written notice given to the other Party within thirty (30) days from the date of such destruction or injury, to terminate this Lease, and upon the giving of such notice this Lease shall be terminated as of the date of such destruction or injury.

Section 18.02 TAKING BY EMINENT DOMAIN

In the event that the Leased Premises or any portion thereof shall be taken for public or quasi-public use or condemned under eminent domain, the Company shall be entitled to claim or have paid to the Company compensation, loss of business facilities or damages but nothing herein contained shall be construed to prevent the Company from asserting against the condemn or any separate claim for damages to the Company occurring by reason of said condemnation, including without limitation loss or damage to leasehold improvements, personal property, business, fixtures, goodwill, cost of removing fixtures or equipment or loss of future profits.

In the event of any such taking or condemnation referred to in the preceding paragraph, then if and when there is an actual taking, in whole or in part, of physical possession of the Leased Premises which shall render the Leased Premises unfit for the use and occupancy by the

Company substantially as used and occupied prior to such taking, the Company may terminate this Lease. The Leased Premises shall be deemed to be unfit for use by the Company if the area of the portion thereof remaining after such taking is less than sufficient to accommodate the operations carried on by the Company just prior to such taking. If the Company elects to terminate this Lease as provided above, it shall give written notice to the City within thirty (30) days after the later of (a) the entry of the final order of court authorizing the taking or appropriation or the date of settlement, as the case may be, or (b) the taking of physical possession by the condemner.

END OF ARTICLE

ARTICLE 19. FEDERAL, STATE, AND LOCAL REGULATIONS

Section 19.01 COMPLIANCE WITH RULES AND REGULATIONS

The Port Director is charged with administering the provisions of this Lease, and is authorized from time to time to promulgate and enforce such Rules and Regulations and policies as the Port Director deems necessary. All such Rules and Regulations and policies so promulgated shall not be inconsistent with any legally authorized rule or regulation of any federal or State of Florida agency, which is binding in law on the Company, as the same now are or may from time to time be amended or supplemented, nor inconsistent with the reasonable exercise by the Company of any right or privilege granted under this Lease.

The Company shall not, and the Company shall not suffer or permit any of its officers, representatives, agents, employees, guests, patrons, contractors, subcontractors, licensees, subtenants, invitees, or suppliers to, violate or to cause another person to violate any of the Rules and Regulations.

Section 19.02 COMPLIANCE WITH LAW

The Company shall not use the Port or any part thereof, or knowingly permit the same to be used by any of its employees, officers, agents, subtenants, contractors, invitees, or licensees for any illegal purposes.

At all times during the Lease Term, the Company shall, in connection with its activities and operations at the Port:

Comply with and conform to all applicable current and future statutes and ordinances, and regulations promulgated thereunder, of all federal and State of Florida agencies of competent jurisdiction that apply to or affect, either directly or indirectly, the Company or the Company's operations and activities under this Lease. Without limiting the generality of the foregoing, the Company shall comply with the United States of America, United States Department of Homeland Security, United States Citizenship and Immigration Services E-Verify in order to implement the legal requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101), as may be amended from time to time, and federal regulations promulgated thereunder that may be applicable as a result of activities conducted by the Company.

Subject to the prior written approval of the Port Director, make, at its own expense, all improvements, repairs, and alterations to the Leased Premises and all buildings and improvements thereon and to its equipment and personal property that are required to comply with or conform to any of such statutes, ordinances, or regulations.

Regarding the City, be and remain an independent contractor with respect to all installations, construction, and services performed by or on behalf of the Company hereunder.

The Company, for itself and its successors and assigns, shall, and does hereby, covenant and agree to FULLY AND FOREVER RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS the City and its elected officials, employees, officers, directors, volunteers, and representatives, individually and collectively, from and against any and all penalties, fines, and demands of any kind (including but not limited to costs of investigation, attorneys' fees, court costs, and expert fees) arising out of the Company's acts or omissions resulting in any alleged violation of any rule, regulation, statute, order, directive, or mandate of the United States, the State of Florida, Escambia County, or the City of Pensacola.

Section 19.03 COMPLIANCE WITH ENVIRONMENTAL LAWS

At all times during the Lease Term, the Company shall not cause, permit or allow any Hazardous Substances to be placed, stored, dumped, dispensed, released, discharged deposited, used, transported or located on any portion of the Premises; provided, however, that quantities of such Hazardous Substances may be used or stored by Company on the Leased Premises in the ordinary course of business on the condition that such quantities and the use thereof are:

- (a) Identified in the Hazardous Substances listing described in Section 17.01,
- (b) Permitted by or are exempt from applicable governmental regulations, and
- (c) Are transported, stored and utilized in accordance with applicable governmental regulations and the best practices of the Company's industry.

To the extent caused by or resulting from the acts of the Company, its agents, servants, employees, or contractors, Company agrees that it shall, to the extent necessary to bring the Leased Premises into compliance with any and all applicable Environmental Laws regarding Hazardous Substances and clean-up thereof, investigate and promptly (but in any event within the time period permitted by applicable Environmental Laws) clean up Hazardous Substances found in, on, under, around, or within any portion of the Leased Premises and, with respect to such matters as described herein for which Company is responsible, to remediate the Leased Premises, and to pay for all reasonable clean-up and remediation costs at no cost to the City. All clean-up and remediation shall be performed to meet pre-existing conditions, and in no instance shall clean-up or remediation or related agreements with state or federal regulators include restrictions placed on the use of the Leased Premises or any part thereof.

Company shall perform Environmental Reporting required under this Section as described in Section 14.04.

Section 19.04 LICENSES AND PERMITS

The Company shall obtain in a timely manner and thereafter maintain in full force and effect during the Lease Term all licenses, permits and other approvals required by the federal, state,

county, and municipal authorities in order to engage in the Company's business on the Leased Premises as permitted under Article 4 above, and consistent with Section 2.01.

END OF ARTICLE

ARTICLE 20. TAXES

Section 20.01 PAYMENT OF TAXES

The Company shall pay all taxes that may be levied upon, assessed, or charged the Company or its property located on the Port by the United States, the State of Florida or any of its political subdivisions, or Escambia County or the City, and shall obtain and pay for all licenses and permits required by law.

Section 20.02 REAL PROPERTY TAXES

The Company shall be responsible for all real property taxes applicable to the Leased Premises during the Lease Term. If any such taxes paid by the Company shall cover any period of time prior to or after the expiration of the Lease Term, the Company's share of such taxes shall be equitably prorated to cover only the period of time within the tax year during which this Lease shall be in effect, and the City shall reimburse the Company to the extent required. If the Company shall fail to pay any such taxes, the City shall have the right, but not the obligation, to pay the same, in which case the Company shall repay such amount to the City with the Company's next Base Rent installment, together with interest at the highest rate allowed by law.

Section 20.03 DEFINITION

As used herein the term "real property tax" shall mean all ad valorem and non-ad valorem taxes and assessments (including interest and penalties thereon) which are imposed against any legal or equitable interest of the City or the Company in the Leased Premises or any portion thereof by the City, Escambia County or the State of Florida or by any school, agricultural, lighting, fire, mosquito control, water, drainage or other improvement, benefits or tax district thereof, and which are collected by the Escambia County, Florida, Tax Collector, together with any tax imposed in substitution, partially or totally, of any tax previously included within the definition of "real property tax" and any additional tax the nature of which was previously included within the definition of "real property tax".

Section 20.04 CONTEST

The Company may contest the legal validity or amount of any taxes, assessment, or charges for which the Company is responsible under this Lease, and may institute such proceedings as the Company considers necessary. If the Company protests any such tax, assessment or charge, the Company may withhold or defer payment or pay under protest but shall indemnify and hold the City and the Leased Premises harmless from and against any claim or lien against the City or the Leased Premises arising out of the Company's failure to pay the contested taxes, assessments or charges.

Section 20.05 PERSONAL PROPERTY TAXES

The Company shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of the Company contained in the Leased Premises. When possible, the Company shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the Land and Leased Premises. If any of the Company's said personal property shall be assessed with the Land

or Leased Premises, the Company shall pay the taxes attributable to the Company within ten (10) days prior to the delinquency date for payment of such taxes.

END OF ARTICLE

ARTICLE 21. ENCUMBRANCE OF LEASEHOLD ESTATE AND NOTICE TO MORTGAGEES

Company shall not encumber by mortgage or other security instrument, by way of collateral assignment, or otherwise, Company's interest in this leasehold estate without the prior written consent of City.

Provided that City has given its prior written consent to such encumbrance and that Company's lender who has been granted a lien on or security interest in the Company's leasehold estate in the Leased Premises ("Lender") has provided City written thereof, including Lender's address for receipt of notices:

(a) Lender shall have the right:

1. To do any act or thing required of Company hereunder and all such acts or things done and performed shall be as effective to prevent a forfeiture of Company's rights hereunder as if done by the Company; and
2. To realize on the security afforded by the leasehold estate by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security documents (hereinafter sometimes collectively referred to as "foreclosure sale") or to acquire by deed-in-lieu, and to transfer, convey, or assign the title of Company to the leasehold estate created hereby to any purchaser at any such foreclosure sale or transfer from Lender if Lender acquires by a deed-in-lieu and to acquire and succeed to the interest of Company hereunder by virtue of any such foreclosure sale or deed-in-lieu.

(b) In the event of a default by the Company under this Lease, the rights of City may not be exercised until written notice of such default is delivered to Lender, or to the person or firm designated by any such Lender, by written notice to City, to accept such notices, and any applicable cure period has expired. Lender shall have the same notice and cure rights as are provided to Lessee under this Lease, except that Lender shall have the right to cure a monetary default as described in Section 17.01(a) within ten (10) days from delivery of said notice.

(c) Lender shall not be liable to the City as an assignee of this Lease unless and until such time as such Lender shall acquire the rights of Company hereunder through foreclosure or other appropriate proceedings in the nature thereof, or by deed-in-lieu, or as a result of any other action or remedy provided for by such mortgage, or which may otherwise be provided by law.

(d) No modification or voluntary surrender by the Company of this Lease shall be made without the consent of Lender if Lender has requested such authority to consent by written notice delivered to City.

(e) The City agrees to provide an estoppel certificate upon written request of Lender acknowledging that (to the extent true and noting any exceptions) this Lease is in full force and effect; that there are no defaults that exist under the Lease; that the Rent is current; and such other matters as Lender may reasonably require.

(f) Notwithstanding the foregoing, the ultimate transferee of Lessee's leasehold estate under the Lease, in the event of foreclosure, deed-in-lieu or otherwise, is subject to the written approval of the City, such approval not to be unreasonably withheld, conditioned or delayed. As a minimum, such ultimate successor must be able to demonstrate sufficient financial ability to conduct the operations permitted under Article 4 above and have at least five (5) years' experience in the operation of a business of a similar size and offering similar services as that conducted by the Company under this Lease as permitted under Article 4 above.

END OF ARTICLE

ARTICLE 22. PORT DEVELOPMENT RIGHTS

The City reserves the right to further develop or improve all areas within the Port as the City may determine in its sole discretion to be in the best interests of the Port, regardless of the desires or views of the Company, and without interference or hindrance from the Company.

Except as may be required by this Lease or any other agreement between the parties, the City reserves the right, but shall not be obligated to the Company, to keep and repair all areas of the Port. All obligations of the City hereunder are subject to annual appropriation. However, this provision shall not excuse the City's performance of any of its responsibilities or obligations hereunder.

END OF ARTICLE

ARTICLE 23. GENERAL PROVISIONS

Section 23.01 ACKNOWLEDGMENT

The Parties hereto acknowledge that they have thoroughly read this Lease, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of their rights and obligations hereunder. The Parties further acknowledge that this Lease is the result of extensive negotiations between the Parties and shall not be interpreted against the City by reason of the preparation of this Lease by the City.

Section 23.02 AUTHORITY OF THE PORT DIRECTOR

The Port Director or his designee may exercise all rights and obligations of the City under this Lease, unless otherwise specifically provided in this Lease or required by law.

Section 23.03 CAPACITY TO EXECUTE

The individuals executing this Lease personally warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting hereunder.

Section 23.04 DELIVERY OF NOTICES

Any notices permitted or required by this Lease shall be in writing and delivered personally or sent by registered or certified U. S. mail, postage prepaid, or by courier service, such as FedEx or UPS. Any such notice shall be deemed to have been delivered to and received by the addressee (i) upon personal delivery to the Company's address below between 9:00 a.m. and 5:00 p.m. on any business day (i.e., any day other than a Saturday, Sunday, or a federally-designated official holiday), (ii) the next business day after deposit with a courier service such as FedEx or UPS, or (iii) five (5) business days after deposit in the U. S. mail.

Notices to the City shall be addressed to:

City of Pensacola
Port of Pensacola
Attention: Port Director
PO Box 889
Pensacola, Florida 32591

Notices to the Company shall be addressed to:

Streamline Boats of Northwest Florida, LLC
7435 West 20 Avenue
Hialeah, FL 33014
Attention: Osniel Sanchez, Manager

and to:

Streamline Boats of Northwest Florida, LLC
Arthur Fletcher, General Counsel
South Palafox Group, LLC
815 South Palafox Street
Third Floor
Pensacola, FL 32502

The parties may from time to time designate, in writing, changes to the addresses stated.

Section 23.05 EMPLOYEES OF THE COMPANY

The Company shall require all of its employees, subcontractors, and independent contractors hired by the Company and working in view of the public to wear clean and neat attire and to display appropriate identification. Company employees shall obtain identification badges from the City. The Company shall be responsible for paying the cost of DHS/TSA-required employee background checks and badging to include a Transportation Worker Identification Credential (TWIC).

Section 23.06 ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the City and the Company, and all prior and contemporaneous agreements and understandings, written as well as oral, are hereby superseded. The Company agrees that no representations or grants of rights or privileges shall be binding upon the City unless expressed in writing in this Lease.

Section 23.07 FORCE MAJEURE

Neither the City nor the Company shall be deemed to be in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, tides, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control; provided, however, that these circumstances shall not excuse the Company from making, as and when due, any monetary payment required under this Lease or by the Rules and Regulations, including but not limited to Base Rent, Additional Rent, port rentals, fees, and charges, Taxes under Article 22, and insurance premiums. But the Company in a Force Majeure event shall be entitled to deferment of the base rent for up to one hundred eighty (180) days or until performance under this Lease can be reestablished, whichever occurs first, on election to do so with written notice to the City and/or Port Director.

Section 23.08 RULES OF CONSTRUCTION

Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Lease Agreement: words importing the singular number shall include the plural number and vice versa; captions and headings herein are for convenience but are to be read in unison with the language of the section to include its defined meaning or generally

accepted meaning of the header and is otherwise also for reference and should constitute a material part of this Lease Agreement, but shall affect and read in toto to its meaning, construction or effect; words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neutral genders, and words of the neutral gender shall be deemed and construed to include correlative words of the masculine and feminine genders; all references in this Lease Agreement to particular “articles,” “sections,” or “paragraphs” are references to articles, sections or paragraphs within this Lease Agreement, unless specifically indicated otherwise; and, days are measured in calendar days unless expressly listed in business days.

Both City and Tenant acknowledge that they have each had meaningful input into the provisions and conditions of this Lease Agreement.

Section 23.09 GENERAL INTERPRETATION

Insofar as this Lease grants, permits, or contemplates the use of space or facilities or the doing of any other act or thing at the Port by the Company, such use or the doing of such act or thing by the Company is to be in connection with the manufacture of vessels, boats, or other watercraft. Each of the Parties, however, has entered into this Lease solely for its own benefit; and (without limiting the right of either Party to maintain suits, actions, or other proceedings because of breaches of this Lease) this Lease does not grant to any third person (excepting a successor party to the City or the Company) a right to claim damages or bring any suit, action, or other proceeding against either the City or the Company because of any breach hereof.

Section 23.10 GOVERNING LAW

The laws of the State of Florida shall govern this Lease and all disputes arising hereunder, with venue in Escambia County, Florida.

Section 23.11 INCORPORATION OF EXHIBITS

All exhibits referred to in this Lease are intended to be and hereby are specifically incorporated and made a part of this Lease.

Section 23.12 INCORPORATION OF REQUIRED PROVISIONS

The Parties hereto incorporate herein by this reference all applicable provisions lawfully required to be contained herein by any governmental body or agency.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Section 23.13 INVALID PROVISIONS

In the event that any covenant, condition, or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided that the invalidity of any such covenant, condition, or provision does not materially prejudice either the City or the Company in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this Lease.

Section 23.14 NONLIABILITY OF INDIVIDUALS

No director, officer, agent, elected official, or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Lease or because of any breach hereof or because of its or their execution or attempted execution.

Section 23.15 NONINTERFERENCE WITH PORT OPERATIONS

The Company, by executing this Lease, expressly agrees for itself, its successors, and assigns that it will not make use of its Leased Premises in any manner that might interfere with other operations at the Port or otherwise constitute a hazard. In the event that the aforesaid covenant is breached, the City reserves the right to enter the Company's Leased Premises and cause the abatement of such interference or hazard at the expense of the Company, but the Company has a ten (10) day right to cure if the situation is a non-emergency.

Section 23.16 NOTICE OR CONSENT

Any notice or consent required herein to be obtained from or given by the City (or the Port Director) may be given by the Port Director unless otherwise provided. Consent of the Company when required herein shall not be unreasonably withheld, delayed, or conditioned.

Section 23.17 NONWAIVER

The acceptance of rentals, fees, and charges by the City for any period or periods after a default of any of the terms, covenants, and conditions contained herein to be performed, kept, and observed by the Company shall not be deemed a waiver of the event of the default cured by payments made by the Company to the City, and any right on the part of the City to terminate this Lease after the default is cured and payment is received by the City is waived by the City's acceptance of the money that may be the basis of the event of the default.

Section 23.18 OTHER LAND AND BUILDINGS EXCLUDED

It is agreed and understood that this Lease and any exhibit hereto is not intended to provide for the lease of any building, land, space, or area or to set any rental rates for any building, land, space, or area other than that specifically described herein.

Section 23.19 PATENTS AND TRADEMARKS

The Company represents that it is the owner of, or fully authorized to use, any and all services, processes, machines, articles, marks, names, or slogans used by it in its operations under, or in connection with, this Lease. The Company shall indemnify, defend and hold harmless the City,

its elected officials, employees, volunteers, representatives and agents from and against any loss, liability, damage, expense, suit, or claim for damages in connection with any actual or alleged infringement of any patent, trademark, or copyright, or from any claim of unfair competition or other similar claim, arising out of the Company's operations under or in connection with this Lease.

Section 23.20 **PUBLIC RECORDS LAWS**

The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by the City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. The Company is a private Company and is not ordinarily subject to Public Records Laws, but shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to the Company.

Section 23.21 **REMEDIES TO BE NONEXCLUSIVE**

All remedies provided in this Lease shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the City at law or in equity (to the extent not inconsistent with the express provisions hereof) and the exercise of any remedy or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Section 23.22 **SIGNS AND LOGOS**

The installation and operation of identifying signs, posters, and graphics on the Leased Premises are subject to the prior written approval of the Port Director. Such signs shall be substantially uniform in size, type, and location with those of other tenants, and consistent with the City's graphics standards and the Port Rules and Regulations, and in compliance with all applicable laws and ordinances. The signs shall be for the purpose of assigning Port users with wayfinding. Signs that constitute advertising are prohibited and will not be approved.

Sign(s) and location(s) may be changed and altered from time to time with the written approval of the Port Director, said approval not to be unreasonably denied or delayed. At the expiration of the Lease Term or earlier termination of this Lease the Company, upon written request from the City, shall remove, at the Company's expense, all lettering and signs so erected on the Leased Premises.

The following Company Logo will be permitted to be affixed to the side of the Leased premises provided same is affixed in a manner that is in compliance with applicable City of Pensacola sign ordinances.

[THIS SPACE INTENTIONALLY LEFT BLANK]



In addition, Company will be permitted to paint its Company Logo on the side of the Facilities.

Section 23.23 SUCCESSORS AND ASSIGNS

The provisions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto; provided, however, that this provision shall in no way whatsoever alter the restriction herein regarding assignment and sublease by the Company.

Section 23.24 NO PARTNERSHIP

Nothing in this agreement constitutes a partnership or joint venture between the Parties. It is the express intention of the Parties to deny any such relationship.

Section 23.25 THIRD PARTIES

Nothing in this Lease, express or implied, is intended to or shall confer upon any person, other than the Parties and their respective permitted successors and assigns, any right, benefit or remedy of any nature whatsoever under or by reason of this Lease.

Section 23.26 TIME IS OF THE ESSENCE

Time is of the essence of this Lease.

Section 23.27 MEMORANDUM OF LEASE

Concurrently with the execution of this Lease, the Parties shall execute a short-form memorandum of this Lease satisfactory to the City Attorney, in form suitable for recording, and in substance sufficient to provide constructive notice to third parties of the material terms and provisions of this Lease. The Company shall cause such memorandum to be recorded in the public records of Escambia County, Florida.

Section 23.28 REPRESENTATIONS AND WARRANTIES OF CITY AND COMPANY

City hereby represents and warrants to the Company that as of the Effective Date:

- a. The City is the fee simple owner and record title holder of the Leased Premises.
- b. The City has the full right and authority to make, execute and perform this Lease and grant the rights contained herein to the Company.

The Company hereby represents and warrants to the City that as of the Effective Date:

- a. The Company has the full right, power and authority to make, execute and perform this Lease.
- b. This Lease is binding upon and enforceable against the Company in accordance with its terms.

END OF ARTICLE

IN WITNESS WHEREOF, the undersigned have duly executed this Lease as of the dates set forth below.

CITY:

CITY OF PENSACOLA,
a Florida municipal corporation

COMPANY:

**STREAMLINE BOATS OF NORTHWEST
FLORIDA, LLC**
a Florida limited liability company

By: _____
Grover C. Robinson, IV, Mayor

By: _____
Osniel Sanchez, Manager

Date: _____

Date: _____

Attest:

Signed by Company in the presence
of:

Ericka Burnett, City Clerk

Print Name: _____

Signed by Mayor in the presence of:

Print Name: _____

Print Name: _____

Print Name: _____

Approved as to form

Susan A. Woolf, City Attorney

Approved as to content:

Amy S. Miller, Port Director

EXHIBIT A - LEASED PREMISES AERIALY DEPICTED





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00252

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

EXTENSION OF THE MAYORAL DECLARATION OF STATE OF EMERGENCY

RECOMMENDATION:

That City Council approve the Mayor's request for an extension of the Declaration of Emergency until July 7, 2020.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On March 18, 2020, Mayor Grover C. Robinson, IV, declared a state of emergency as a result and consequence of the continuing threats to the public health, safety, and property, both public and private, in the City of Pensacola caused by the Coronavirus Disease 2019 (COVID-19).

City Code section 2-4-8 states that upon declaration of a state of emergency by the President of the United States, by the Governor of the State of Florida or by Escambia County for any area which includes the City of Pensacola, the Mayor shall be authorized and directed to take such emergency measures as he determines necessary to protect the health, safety, and welfare of the citizens and to ensure the timely reconstruction and repair of structural damage caused by the emergency event and the continued functioning of local government. The Mayor shall further be authorized to exercise such emergency management powers granted to political subdivisions by Florida law and may alter regular work schedules and grant the nonessential workforce time off with pay. The Mayor will make the determination of which employees are deemed essential during each emergency. The Mayor is authorized to pay essential employees, both non-exempt and certain ranges of exempt under the Fair Labor Standards Act, at overtime rates when required to report for duty during the time the remaining workforce is not required to report. The Mayor shall further be authorized to waive or suspend all ordinances, policies, procedures or customs of the city as the Mayor determines necessary for the purchase of commodities and services, for contracts of no more than one (1) year duration, for the assignment of employees and for the facilitation of reconstruction and repair, both public and private, as the Mayor determines necessary. The Mayor is authorized to delegate such powers to staff as determined essential to the effective administration of the government of the City of Pensacola. This authorization is subject to the limits of the Constitution and the Laws of the United States and the State of Florida. The Mayor's exercise of authority pursuant to section 2-4-8 exist for a period of thirty (30) days following the declaration of a state of emergency unless extended or shortened by the 358

action of the city council. Considering recent events and to continue responding to emergency issues, staff recommends that these emergency powers be extended until July 7, 2020 to match Executive Order 20-114 executed by Governor Ron DeSantis on May 8, 2020.

PRIOR ACTION:

March 13, 2020 - President Donald J. Trump declared a state of emergency for the United States of America beginning March 1, 2020.

March 9, 2020 - Governor Ron DeSantis issued Executive Order Number 20-52 declaring a state of emergency for the State of Florida.

March 16, 2020 - The Escambia County Board of County Commissioners issued Resolution R2020-24 declaring a state of emergency for Escambia County.

April 29, 2020 - Governor Ron DeSantis issued Executive Order Number 20-112 initiating Phase 1 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery.

May 8, 2020 - Governor Ron DeSantis issued Executive Order Number 20-114, which expires July 7, 2020, extending the Emergency Declaration of Executive Order 20-52 for 60 days for the entire State of Florida.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

5/13/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

ATTACHMENTS:

- 1) City of Pensacola State of Emergency 20-01
- 2) Executive Order 20-52
- 3) Executive Order 20-112
- 4) Executive Order 20-114

PRESENTATION: No

GROVER C. ROBINSON, IV
Mayor

CITY OF PENSACOLA

DECLARATION OF STATE OF EMERGENCY 20-01

WHEREAS, Donald J. Trump, President of the United States, on March 13, 2020, declared a state of emergency for the United States of America beginning March 1, 2020; and

WHEREAS, Ron DeSantis, the Governor of the State of Florida, on March 9, 2020, issued Executive Order Number 20-52 declaring a state of emergency; and

WHEREAS, the Escambia County Board of County Commissioners, on March 16, 2020, issued Resolution R2020-24 declaring a state of emergency for Escambia County; and

WHEREAS, the COVID-19 virus has the propensity to spread from person to person through direct physical contact and through the air; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus.

NOW, THEREFORE, I, Grover C. Robinson, IV, by the authority vested in me pursuant to Florida law and Section 2-4-8 of the Code of the City of Pensacola, and all other applicable laws, do hereby declare as follows:

Section 1. The above recitals are true, correct, and incorporated herein.

Section 2. As a result and consequence of the continuing threats to the public health, safety, and welfare, both public and private, in the City of Pensacola caused by the Coronavirus Disease 2019 (COVID-19), a state of emergency exists and is in effect beginning March 18, 2020 at 8:00 a.m. central daylight time.

Section 3. Pursuant to City Code section 2-4-8 and within the limits of the federal and state laws and constitutions, the Mayor hereby authorizes and directs the following:

- a. Take such emergency measures as determined necessary to protect the health, safety, and welfare of the citizens and to ensure the continued functioning of local government.
- b. Exercise such emergency management powers granted to political subdivisions by Florida law.
- c. Alter normal work schedules and grant the nonessential work force time off with pay.

- d. Determine which employees are deemed essential during this emergency.
- e. Pay essential employees, both non-exempt and certain ranges of exempt under the Fair Labor Standards Act, at overtime rates when required to report for duty during the time the remaining work force is not required to report.
- f. Waive or suspend all ordinances, policies, procedures, or customs of the city as the Mayor determines necessary for purchase of commodities and services, for contracts of no more than one (1) year duration, for the assignment of employees, and for the facilitation of reconstruction and repair, both public and private, as the determined necessary.
- g. Delegate such powers to staff as determined necessary to the effective administration of the government of the City of Pensacola.

Section 3. The City Administrator or his designee is hereby empowered, authorized, and directed to exercise on behalf of the Mayor, such emergency powers necessary to carry out the provisions of this declaration, Chapter 252, Florida Statutes, as well as any other powers expressly or implicitly conferred pursuant to other law or ordinance.

Section 4. The City Administrator's exercise of authority pursuant to this memorandum shall exist for a period of thirty (30) days from the date of this memorandum.

Section 5. This declaration shall expire in thirty (30) days from the date of this memorandum unless extended or shortened by action of the City Council.

IN TESTIMONY WHEREOF, I have hereto set my hand this 18th day of March, 2020.

CITY OF PENSACOLA


A handwritten signature in blue ink, appearing to read "GCRobinson", is written over a horizontal line.

GROVER C. ROBINSON, IV, MAYOR

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-52

(Emergency Management - COVID-19 Public Health Emergency)

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

WHEREAS, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

WHEREAS, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan and South Korea, the Centers for Disease Control and Prevention (“CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

WHEREAS, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 7, 2020, I directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

WHEREAS, as of March 9, 2020, eight counties in Florida have positive cases for COVID-19, and COVID-19 poses a risk to the entire state of Florida; and

WHEREAS, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using of alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

WHEREAS, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

WHEREAS, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I declare a state of emergency exists in the State of Florida.

Section 2. I designate the Director of the Division of Emergency Management (“Director”) as the State Coordinating Officer for the duration of this emergency and direct him to execute the State’s Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Additionally, I designate the State Health Officer and Surgeon General as a Deputy State Coordinating Officer and State Incident Commander.

Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)-(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

B. Designate additional Deputy State Coordinating Officers, as necessary.

C. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

D. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, “necessary action in coping with the emergency” means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan (“CEMP”); or (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54, Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions.

C. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

D. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

- 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- 2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d);
- 3) Incurring obligations;
- 4) Employment of permanent and temporary workers;
- 5) Utilization of volunteer workers;
- 6) Rental of equipment;
- 7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,
- 8) Appropriation and expenditure of public funds.

E. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each State agency to report the closure of any State

building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to the Secretary of the Department of Management Services. Furthermore, I direct the Secretary of the Department of Management Services to:

- 1) Maintain an accurate and up-to-date list of all such closures; and,
- 2) Provide that list daily to the State Coordinating Officer.

Section 5. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and the funds currently available may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 6. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 7. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 8. All activities taken by the Director of the Division of Emergency Management and the State Health Officer and Surgeon General with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.



ATTEST:

Laurel M. Lee
SECRETARY OF STATE

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 9th day of March, 2020.

[Signature]
RON DESANTIS, GOVERNOR

FILED
2020 MAR -9 PM 5:52
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-112

(Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery)

WHEREAS, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on April 3, 2020, I issued Executive Order 20-91 and Executive Order 20-92 directing all persons in Florida to limit their movements and personal interactions outside of their home only to those necessary to obtain or provide essential services or conduct essential activities; and

WHEREAS, my administration has implemented a data-driven strategy devoted to high-volume testing and aggressive contact tracing, as well as strict screening protocols in long-term care facilities to protect vulnerable residents; and

WHEREAS, data collected by the Florida Department of Health indicates the State has achieved several critical benchmarks in flattening the curve, including a downward trajectory of hospital visits for influenza-like illness and COVID-19-like syndromic cases, a decrease in percent positive test results, and a significant increase in hospital capacity since March 1, 2020; and

WHEREAS, during the week of April 20, 2020, I convened the Task Force to Re-Open Florida to evaluate how to safely and strategically re-open the State; and

WHEREAS, the path to re-opening Florida must promote business operation and economic recovery while maintaining focus on core safety principles.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution and Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order:

Section 1. Phase 1 Recovery

In concert with the efforts of President Donald J. Trump and the White House Coronavirus Task Force, and based on guidance provided by the White House and the Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA), and the Florida Surgeon General and State Health Officer, Dr. Scott Rivkees, I hereby adopt the following in response to the recommendations in Phase 1 of the plan published by the Task Force to Re-Open Florida.

Section 2. Responsible Individual Activity

A. All persons in Florida shall continue to limit their personal interactions outside the home; however, as of the effective date of this order, persons in Florida may provide or obtain:

1. All services and activities currently allowed, *i.e.*, those described in Executive Order 20-91 and its attachments, which include activities detailed in Section 3 of Executive Order 20-91, the U.S. Department of Homeland Security in its Guidance on the Essential Critical Infrastructure Workforce and a list propounded by Miami-Dade County in multiple orders (as of April 1, 2020), as well as other services and activities approved by the State Coordinating Officer. Such services should continue to follow safety

guidelines issued by the CDC and OSHA. If necessary, employee screening or use of personal protective equipment should continue.

2. Additional services responsibly provided in accordance with Sections 3 and 4 of this order in counties other than Miami-Dade, Broward and Palm Beach. In Miami-Dade, Broward and Palm Beach counties, allowances for services and activities from Sections 3 and 4 of this order will be considered in consultation with local leadership.

B. Except as provided in Section 2(A)(1) of this order, senior citizens and individuals with a significant underlying medical condition (such as chronic lung disease, moderate-to-severe asthma, serious heart conditions, immunocompromised status, cancer, diabetes, severe obesity, renal failure and liver disease) are strongly encouraged to stay at home and take all measures to limit the risk of exposure to COVID-19.

C. For the duration of this order, all persons in Florida should:

1. Avoid congregating in large groups. Local jurisdictions shall ensure that groups of people greater than ten are not permitted to congregate in any public space that does not readily allow for appropriate physical distancing.
2. Avoid nonessential travel, including to U.S. states and cities outside of Florida with a significant presence of COVID-19.
3. Adhere to guidelines from the CDC regarding isolation for 14 days following travel on a cruise or from any international destination and any area with a significant presence of COVID-19.

D. This order extends Executive Order 20-80 (Airport Screening and Isolation) and Executive Order 20-82 (Isolation of Individuals Traveling to Florida), with exceptions for persons involved in military, emergency, health or infrastructure response or involved in commercial activity. This order extends Sections 1(C) and 1(D) of Executive Order 20-86 (Additional Requirements of Certain Individuals Traveling to Florida), which authorize the Department of Transportation, with assistance from the Florida Highway Patrol and county sheriffs, to continue to implement checkpoints on roadways as necessary.

Section 3. Businesses Restricted by Previous Executive Orders

Unless I direct otherwise, for the duration of this order, the following applies to businesses directly addressed by my previous Executive Orders:

- A. Bars, pubs and nightclubs that derive more than 50 percent of gross revenue from the sale of alcoholic beverages shall continue to suspend the sale of alcoholic beverages for on-premises consumption. This provision extends Executive Order 20-68, Section 1 as modified by Executive Order 20-71, Sections 1 and 2.
- B. Restaurants and food establishments licensed under Chapters 500 or 509, Florida Statutes, may allow on-premises consumption of food and beverage, so long as they adopt appropriate social distancing measures and limit their indoor occupancy to no more than 25 percent of their building occupancy. In addition, outdoor seating is permissible with appropriate social distancing. Appropriate social distancing requires maintaining a minimum of 6 feet between parties, only seating parties of 10 or fewer people and keeping bar counters closed to seating. This provision

extends Executive Order 20-68, Section 3 and supersedes the conflicting provisions of Executive Order 20-71, Section 2 regarding on-premises food consumption.

- C. Gyms and fitness centers closed by Executive Order 20-71 shall remain closed.
- D. The prohibition on vacation rentals in Executive Order 20-87 remains in effect for the duration of this order.
- E. The Department of Business and Professional Regulation shall utilize its authorities under Florida law to implement and enforce the provisions of this order as appropriate.

Section 4. Other Affected Business Services

Unless I direct otherwise, for the duration of this order, the following applies to other business services affected by my previous Executive Orders:

- A. In-store retail sales establishments may open storefronts if they operate at no more than 25 percent of their building occupancy and abide by the safety guidelines issued by the CDC and OSHA.
- B. Museums and libraries may open at no more than 25 percent of their building occupancy, provided, however, that (a) local public museums and local public libraries may operate only if permitted by local government, and (b) any components of museums or libraries that have interactive functions or exhibits, including child play areas, remain closed.

Section 5. Medical Procedures

Subject to the conditions outlined below, elective procedures prohibited by Executive Order 20-72 may resume when this order goes into effect. A hospital ambulatory surgical center, office surgery center, dental office, orthodontic office, endodontic office or other health care

practitioners' office in the State of Florida may perform procedures prohibited by Executive Order 20-72 only if:

- A. The facility has the capacity to immediately convert additional facility-identified surgical and intensive care beds for treatment of COVID-19 patients in a surge capacity situation;
- B. The facility has adequate personal protective equipment (PPE) to complete all medical procedures and respond to COVID-19 treatment needs, without the facility seeking any additional federal or state assistance regarding PPE supplies;
- C. The facility has not sought any additional federal, state, or local government assistance regarding PPE supplies since resuming elective procedures; and
- D. The facility has not refused to provide support to and proactively engage with skilled nursing facilities, assisted living facilities and other long-term care residential providers.

The Agency for Health Care Administration and the Department of Health shall utilize their authority under Florida law to further implement and enforce these requirements. This order supersedes the conflicting provisions of Executive Order 20-72.

Section 6. Previous Executive Orders Extended

The Executive Order 20-69 (Local Government Public Meetings) is extended for the duration of this order.

Section 7. Enforcement

This order shall be enforced under section 252.47, Florida Statutes. Violation of this order is a second-degree misdemeanor pursuant to section 252.50, Florida Statutes, and is punishable by imprisonment not to exceed 60 days, a fine not to exceed \$500, or both.

Section 8. Effective Date

This order is effective at 12:01 a.m. on May 4, 2020.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 29th day of April, 2020.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

2020 APR 29 PM 4:52

FILED

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-114

(Emergency Management – Extension of Executive Order 20-52 – COVID-19)

WHEREAS, on March 1, 2020, I issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency due to COVID-19; and

WHEREAS, on March 9, 2020, I issued Executive Order 20-52, declaring a state of emergency for the entire state due to COVID-19; and

WHEREAS, on March 25, 2020, President Donald J. Trump approved my request and declared a Major Disaster due to COVID-19 in Florida; and

WHEREAS, on April 29, 2020, after consulting with my Task Force to Re-Open Florida, I issued Executive Order 20-112, my “Phase 1: Safe. Smart. Step-by-Step. Plan for Florida’s Recovery”; and

WHEREAS, I, as Governor of Florida, am committed to providing all available resources and assisting all Floridians and our local communities with their efforts; and

WHEREAS, no state of emergency declared pursuant to the Florida Emergency Management Act may continue for more than 60 days unless renewed by the Governor; and

WHEREAS, the impact of COVID-19 poses a continuing threat to the health, safety and welfare of the State of Florida and its residents.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency declared in Executive Order 20-52, will be extended for 60 days following the issuance of this order for the entire State of Florida.

Section 2. To the extent Executive Order 20-112, Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery, amended or extended any executive order related to COVID-19, the referenced executive orders shall remain in effect, as modified.

Section 3. All actions taken by the Director of the Division of Emergency Management as the State Coordinating Officer with respect to this emergency before the issuance of this Executive Order are ratified, and he is directed to continue to execute the State's Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency.

Section 4. Except as amended herein, Executive Order 20-52 is ratified and reaffirmed.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 8th day of May, 2020.

A large, stylized handwritten signature in black ink, which appears to be "Ron DeSantis".

RON DESANTIS, GOVERNOR

ATTEST:

A handwritten signature in black ink, which appears to be "Laurel M. Bee".

SECRETARY OF STATE

FILED
2020 MAY - 8 AM 8:56
TALLAHASSEE, FLORIDA



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00260

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

INTERLOCAL AGREEMENT FOR DOWNTOWN PARKING MANAGEMENT - CITY/DIB

RECOMMENDATION:

That City Council provide notice to terminate the November 29, 2007, Interlocal Agreement, as amended, between the City of Pensacola and the Pensacola Downtown Improvement Board as well as the November 29, 2007, Interlocal Agreement, as amended, between the Community Redevelopment Agency of the City of Pensacola and the Pensacola Downtown Improvement Board for the management of downtown parking facilities. Further, that City Council confirm the May 26, 2020 decision of the Community Redevelopment Agency to terminate the Interlocal Agreement for parking management entered into between the CRA and the Downtown Improvement Board on November 29, 2007. Further, that City Council authorize the Mayor to take all appropriate measures for the City to resume its responsibility for parking regulation and enforcement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On November 29, 2007, the City entered into an Interlocal Agreement with the Pensacola Downtown Improvement Board (DIB) as well as the Community Redevelopment Agency (CRA) for the creation of a comprehensive downtown parking strategy for the centralized and efficient management of downtown parking facilities. As referenced in Section 15. B. of the interlocal agreements, after the fifth annual anniversary of the initial term of the interlocal agreement, the City may upon the affirmative vote of City Council, terminate this Agreement without cause upon one hundred and twenty (120) days prior written notice to the DIB.

The Parking Management District (PMD) historically managed 6,300 total spaces, with 4,500 of those spaces within the downtown core with private spaces totaling roughly 14,700. Boundary changes to the managed area reduced parking by 2,400 to a revised total of 3,900 within the downtown core. The PMD managed area includes the area bounded on the westernmost side of DeVilliers St., on the north by the northernmost side of Wright St. and the CSX Railroad tracks, on the east by the easternmost side of Ninth Ave., and on the south by the shoreline of Pensacola Bay.

The Downtown Improvement Board (DIB) cannot enforce or regulate parking activities and enforcement outside the established district. The Mayor with City Council approval would like to

expand the PMD boundaries to match those boundaries of the City of Pensacola and bring the PMD under City management effective October 1, 2020. It is anticipated that taking this action will be budget neutral to the City.

PRIOR ACTION:

December 13, 2007 - City Council approved Propose Ordinance No 53-07, amending the City Code of Ordinance Chapter 11-2 to legally ground the terms of the agreement assigning responsibility for administering and enforcing parking regulations in the Parking Management District to the Downtown Improvement Board.

October 27, 2016 - The City amended the November 29, 2007, Interlocal Agreement between the City of Pensacola and the Pensacola Downtown Improvement Board to remove 120 West Government Street from the Parking Facilities and Parking Management District in the Interlocal Agreement.

June 6, 2017 - The City amended the November 29, 2007, Interlocal Agreement between the City of Pensacola and the Pensacola Downtown Improvement Board to remove 150 South Baylen Street from the Parking Facilities and Parking Management District in the Interlocal Agreement.

FUNDING:

N/A

FINANCIAL IMPACT:

The City will be responsible for collections of all parking revenues as well as responsible for the payment of all expenses associated with the parking function.

CITY ATTORNEY REVIEW: Yes

5/15/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

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

Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Interlocal Agreement between the City of Pensacola and DIB

PRESENTATION: No

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PENSACOLA, FLORIDA,
AND THE PENSACOLA DOWNTOWN IMPROVEMENT BOARD
FOR THE CREATION OF A COMPREHENSIVE DOWNTOWN
PARKING STRATEGY FOR CENTRALIZED AND EFFICIENT
MANAGEMENT OF DOWNTOWN PARKING FACILITIES**

This Interlocal Agreement (hereinafter referred to as "Agreement") is made and entered into the 29 day of November, 2007, by and between the **City of Pensacola, Florida**, a municipal corporation of the State of Florida, with administrative offices at 180 Governmental Center, Pensacola, Florida, 32502 (hereinafter referred to as "City"), and the **Pensacola Downtown Improvement Board** of Pensacola, Florida, a public body corporate and politic, (hereinafter referred to as "DIB"), with an administrative address of 41 North Jefferson Street, Suite 401, Pensacola, Florida, 32502. (Each at times referred to as "Party" or collectively as "Parties.")

WITNESSETH

WHEREAS, the Parties, as governmental units of the State of Florida, have legal authority to perform within their respective jurisdictions certain public works, including the efficient management and enhancement of public Parking Facilities in Downtown Pensacola, Florida; and

WHEREAS, the City and the DIB, as provided by Section 163.01, Florida Statutes, et seq., the Florida Interlocal Cooperation Act of 1969, may enter into interlocal agreements and thereby cooperatively utilize their powers and financial resources in the most efficient manner possible and on the basis of mutual advantage to both Parties to carry out such projects; and

WHEREAS, the DIB was created through an act of the Legislature of the State of Florida for the purpose of correcting blight, preserving and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential investment, beautifying Downtown Pensacola, and marketing and promoting Downtown Pensacola to attract more customers, clients, residents, and other users of Downtown Pensacola; and

WHEREAS, the existing inefficient disorganized parking situation in Downtown Pensacola is an obstacle to the successful accomplishment of the statutorily mandated goals of the DIB and

to the City's development of the economic vitality, beauty, and use of the Downtown's business center; and

WHEREAS, to remedy this obstacle, the DIB has undertaken a study of Parking Facilities, including demand, availability, enforcement, revenue, and costs for the Downtown area of the City of Pensacola, Florida; and

WHEREAS, the results of said study demonstrate that parking in the Downtown area can be significantly improved through a centralized management structure; and

WHEREAS, given that fact, the Parties desire to establish the terms under which the DIB shall assume managerial responsibility and authority for all aspects of City Parking Facilities located in the Downtown area as provided herein.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of their mutual covenants, terms, and conditions hereinafter expressed, the Parties hereto agree as follows:

1. **RECITATIONS TRUE:** The Parties acknowledge and agree that the aforesaid recitations are true and correct and accurately represent the context in which this Agreement is made.

2. **PARKING MANAGEMENT DISTRICT:** As provided herein, there shall be created a Parking Management District in Downtown Pensacola, Florida, encompassing the area set out in Exhibit "A", which is attached hereto and incorporated by reference herein and which shall be hereinafter referred to as the "Parking Management District". All Parking Facilities located within said Parking Management District shall be hereinafter referred to as the "Parking Facilities".

3. **SUBJECT PARKING FACILITIES:**

A. The Parking Facilities subject to the terms of this Agreement shall be all parking lots and garages, and all Parking Facilities, but only to the extent available for use by the general public, owned or managed by the City, including those developed jointly with the Community Redevelopment Agency (hereinafter referred to as "CRA") or the County or other public or private third Parties, and on-street public parking in the Parking Management District, existing as of the date hereof, or hereafter created and located in an area bounded on the west by the

westernmost side of DeVillers Street, on the north by the northernmost side of Wright Street and the CSX railroad tracks, on the east by the easternmost side of Ninth Avenue, and on the south by the southernmost shoreline of Pensacola Bay. The following Parking Facilities shall not be subject to the terms of this Agreement:

1. William Bartram Memorial Park Parking Lot.
2. Plaza DeLuna Parking Lot.
3. Old City Fire Station #1 Parking Lot.
4. Pensacola Public Library Parking Lot.
5. City of Pensacola Housing Department Parking Lot.
6. City Hall Non-Metered Parking Lot.
7. Port of Pensacola City Employee Parking Lot.
8. Pensacola Sports Association Parking Lot.

B. The Parties from time to time upon their mutual consent may increase or decrease by amendment the Parking Facilities which are subject to this Agreement. The City shall have the absolute right, upon thirty (30) days written notice to the DIB, to remove the following Parking Facilities from the terms of this Agreement for the purpose of re-developing the property occupied by such facilities:

- (1) All areas south of Pine Street.
- (2) Commendencia Street Public and Leased Lot.
- (3) Port of Pensacola Parking Lot.
- (4) North Palafox Street Parking Lot.

4. **TRANSFER OF MANAGEMENT:** Beginning on the date hereof, the Parties shall work cooperatively with one another to smoothly transfer the authority and responsibility for management of the City Parking Facilities from the City to the DIB, and the DIB shall fully assume such authority and responsibility.

5. **TRANSITION COMPLETION DATE:** It is intended that said transition to DIB management shall be substantially accomplished on or about December 31, 2007.

6. **DIB RESPONSIBILITIES:** Commencing on or about January 1, 2008 (the "Transition Date"), the DIB shall manage City Parking Facilities subject to the following terms and conditions of this Agreement:

A. *Equipment.* The DIB shall have authority and responsibility for selecting, changing, financing, installing, maintaining, and operating parking control and security equipment and enforcement technologies for Parking Facilities within the Parking Management District.

B. *Planning / Rates / Procedures.* The DIB shall have authority and responsibility for all parking planning, modification, and implementation within the Parking Management District, including parking and loading configurations, parking times and schedules, parking rates, time-restricted free parking, security, maintenance, location of future public Parking Facilities, use of off-street public Parking Facilities for special events, special event parking rates, and parking marketing to encourage use of the Parking Facilities and Downtown Pensacola.

- (1) Upon approval of this Agreement, the DIB Parking and Traffic Committee shall be immediately expanded to include at least one voting member representing the City and the CRA, such member to be designated by the City Manager.
- (2) Before the enactment of any parking rate increase or charge of any type or kind, other than increases related to special event rates, the DIB Parking and Traffic Committee shall consider and recommend the rate change to the DIB. DIB shall then conduct a public hearing, and after such hearing said increase shall be subject to the approval of the DIB by majority vote plus one additional vote.
- (3) Any changes undertaken to curbside parking, loading zones, parking reconfiguration, taxi stands, handicapped parking placement, or other physical modifications of Parking Facilities within the Parking Management District shall be in compliance with all applicable governmental regulations, including City regulations and the Federal Accessibility Board Guidelines relating

to Americans with Disabilities Act (ADA) compliance.

- (4) The DIB yearly shall forward recommended revisions of the City's fine and penalties amount schedule for parking related violations from its Parking and Traffic Committee to the City Council for proposed action.

C. Signage. The DIB shall have the authority and responsibility to select, site, and install parking, directional, parking informational, parking branding, parking promotional, and way-finding signage within the Parking Management District, so long as such signage conforms with all applicable governmental regulations, including City ordinances and regulations.

D. Personnel. The DIB shall have the authority and responsibility to employ personnel and or contract with third Parties to perform management activities under this Agreement in the Parking Management District. All personnel and contractors shall comply with applicable City ordinances and state laws and regulations. The DIB shall also employ a full-time parking manager and such other personnel as it deems appropriate to oversee the Parking Management District. All overhead or operating expenses related to such employees, personnel, and ~~for~~ contractors shall be charges against the parking enterprise fund described below.

E. Parking Enforcement. As permitted under state law, the DIB will be authorized by the City to employ third Party contractors to provide personnel that meet all state statutory and City ordinance requirements for the carrying out of parking enforcement duties, including for loading zone, taxi zone, and handicapped parking violations. All costs associated with the selection, employment, and supervision of said third Party contractors may, within the DIB's sole discretion, be an authorized expense paid from the Fund.

F. Cleaning and Maintenance. The DIB will be responsible for providing litter control, cleaning, and day-to-day maintenance services in the off-street Parking Facilities covered under this Agreement. Such activities may, within the DIB's sole discretion, be an authorized expense paid from the Fund.

G. *Security.* The DIB will be responsible for the development and implementation of a Parking Management District security plan for the off-street Parking Facilities covered under this Agreement. Such activities may, within the DIB's sole discretion, be an authorized expense paid from the Fund.

H. *ADA Compliance.* The Parties recognize and agree that certain special events such as festivals, concerts, and other public functions must provide accessible Parking Facilities for disabled citizens. Subject to Section 5.B.(3), the DIB shall be responsible for such Parking Facilities on behalf of the City and CRA as required by the Americans with Disabilities Act (ADA) and Chapter 11 of the Florida Building Code. The DIB shall regularly consult with and receive approval of the City ADA Coordinator to ensure compliance with all applicable regulations and city policies governing accessible Parking Facilities. Such activities may, within the DIB's sole discretion, be an authorized expense paid from the Fund.

I. Each year the DIB shall prepare a written and thorough annual report to the City including the following:

- a) A status report on the state of the Parking Facilities;
- b) a statement of significant changes in the Parking Facilities since the prior annual report;
- c) a report on the detectable trends in use of the Parking Facilities since the prior annual report;
- d) a statement of projected changes in the Parking Facilities for the upcoming year;
- e) a statement of all new costs or expenditures incurred by the DIB hereunder since the prior annual report; and
- f) such other information as the City may reasonably request in writing to be included in subsequent annual reports.

7. **PARKING ENTERPRISE FUND CREATION:** The City shall cause to be created a parking enterprise fund to carry out the

purposes of this Agreement (hereinafter referred to as the "Fund").

8. **FUND OPERATION:** The Fund, including those activities as further described as responsibilities of the DIB, shall be managed by the DIB subject to the terms and conditions of this Agreement.

A. The Fund shall be separately maintained by the DIB, and not commingled with any other accounts of the City, the CRA, or of the DIB. All revenues derived by the CRA, City, or the DIB from the Parking Facilities within the Parking Management District shall be promptly deposited to and reported as revenue of the Fund, including but not limited to parking rental payments, parking fines collected, funds from parking citations, parking meter collections, penalty enforcement revenue, penalties and interest for late payments, interest earned from the Fund itself, pay and display receipts, pay-station receipts, hourly charges for the use of parking garages or surface lots, special event parking receipts, franchise fees, promotional fees, monthly lease payments, validation receipts, advertising revenue, insurance recoveries, public or private grant funds received for the Parking Facilities, bond revenue, or other financing proceeds for Parking Facilities, proceeds from any sale, lease, liquidation, or other conversion of Parking Facilities, and all other revenue or income derived from or attributable to the Parking Facilities in the Parking Management District. The City itself or on behalf of the CRA may inspect the books of the Fund at any time during normal business hours in the offices of the DIB with reasonable notice given in advance to the DIB.

B. All direct expenses incurred by the DIB or by the City in connection with performance of this Agreement shall be paid solely from the Fund.

C. The Fund and all of its net revenue shall be totally earmarked, expended, and restricted for use in performance of the Parties' obligations hereunder.

D. Each fiscal year the DIB shall prepare and submit to the City Council, along with its annual DIB budget, a budget for the Parking Management District and Parking Facilities. In addition, the DIB shall include in its regular annual audit, an audit of the Fund reflecting

such details as the City and DIB auditor may mutually determine to be reasonable.

9. **FUND MANAGEMENT:** The DIB shall manage the Fund and begin depositing all related revenues into it on the Transition Date.

A. The DIB and City will work cooperatively with each other to collect all payments, inclusive of fines, interest, and penalties from parking fines and citations in the same manner as currently collected by the CRA or City and shall daily deposit such funds into the Fund. Within five (5) business days of the end of each calendar month, each party shall provide an accounting to the other party, including such information as the other party reasonably requests, including a detailed listing of outstanding citations, citations paid, the amounts paid, and the dates paid.

B. No offsets, forgiveness, reductions, abatements, or withdrawal of fines assessed, or parking citations issued will occur except by rulings of the courts having such authority and jurisdiction over such matters or by the DIB Traffic & Parking Committee or other committee formed by the DIB and charged with administering fines or citations.

C. The Fund and revenues related thereto may be pledged by the DIB to procure financing for capital expenditures or other projects related to City Parking Facilities within the Parking Management District provided capital expenditure or project must be exclusively for the performance of the parties' obligations hereunder; and (iii) the capital expenditure or project must be approved by both the City and the DIB. All costs or expenses related to procuring such financing shall be paid from the Fund.

10. **JEFFERSON STREET PARKING GARAGE:** The Jefferson Street Parking Garage is owned by the City but managed by the CRA. Prior to November 30, 2007, the DIB may engage an engineering firm acceptable to the DIB and the City, having significant experience in designing, altering, or retrofitting public parking garages to evaluate the structural condition of the Jefferson Street parking garage and to suggest corrective actions for any structural or other deficiencies found. The City or the City's Community Redevelopment Agency ("CRA") shall advance the costs of such study and such advance shall be repaid

to the City or CRA from the Fund in accordance with the annual budget for the Fund.

A. During such time as such engineering studies are being conducted, the DIB shall have responsibility for maintenance, security, management, and operation of the Jefferson Street parking garage and shall deposit all receipts and revenues generated from such operation to the Fund as provided in Section 8 above. Upon completion of the engineering studies, the DIB and the CRA on behalf of the City shall jointly determine if, when, and how the Jefferson Street parking garage will be restored. Any and all costs incurred in the restoration shall be paid by the City or CRA, which shall be repaid from the Fund in accordance with the annual budget for the Fund. Failure by the Parties to reach agreement on restoration within one hundred and eighty (180) days after completion of such engineering studies shall result in the garage being excluded from this Agreement as a Parking Facility.

B. In overseeing this facility, the DIB shall exclusively provide for the operation, maintenance, and security of the garage's elevators. In addition, the two (2) waste dumpster enclosures at the garage shall be maintained by the DIB and a protocol for their use by adjacent businesses shall be established by the DIB in its reasonable discretion.

C. In the event that the CRA elects to redevelop the Jefferson Street parking garage property during the term of this Agreement, investments from the Fund made in the existing garage facility by the Fund shall be reasonably compensated by the CRA from CRA monies.

11. **EQUIPMENT AND SUPPLY INVENTORY:** On or before October 1, 2007, the City will provide to the DIB a complete detailed inventory of all City parking control or revenue equipment, parking meters, parking signage, parking directions or instructions signage, signage hardware, parking maintenance, surface sealing, painting, and striping equipment, tools, and supplies, which are in its possession, together with an itemization of the type, amount, working condition, and inventory control numbers, if any, of each item or part located in the City's warehouses or storage.

A. For a period of three (3) years from the date of this Agreement, or until such time as the DIB is able to provide

secure storage, whichever occurs first, the DIB may house and store at the DIB's sole risk such inventory on City or CRA property at no additional cost or charge to the DIB or the Fund.

B. The DIB shall have exclusive use of the storage space located under the first floor ramp of the Jefferson Street parking garage throughout the duration of this Agreement.

C. Provided, however, that the DIB assumes the full risk of and liability for such items stored in the Jefferson Street Parking Garage or at any other City or CRA warehouse or storage area and hereby acknowledges that neither the City nor the CRA bears any responsibility for an item lost, broken, stolen, destroyed, or otherwise damaged or misplaced as the result of the DIB using such storage spaces. In addition, the DIB accepts this storage space "as is" and shall be responsible for any improvements made to any storage area. The DIB shall be responsible for obtaining contents insurance coverages for its equipment and supply inventory.

12. **ASSIGNMENT AND ASSUMPTION OF PARKING CONTRACTS:** On or before November 1, 2007, the CRA and the City shall provide to the DIB a detailed list of all contracts between themselves and third Parties for the operation, management, leasing, rental, meter collection, security and/or maintenance of Parking Facilities (hereinafter referred to as "Contracts"), together with such other applicable information as may be reasonably requested by the DIB, including but not limited to termination dates, charges or fees imposed or collected, operating expenses, renewal options, deposits held or paid, and any other information as may be reasonably required to enable the DIB to assume responsibility for such Contracts. Upon request, the City and the CRA shall also provide the DIB with copies of any such Contracts.

On or before December 31, 2007, the City or the CRA shall assign to the DIB, and the DIB shall assume and accept responsibility for all Contracts.

13. **FISCAL MATTERS:** On or before November 1, 2007, the City and the CRA shall provide to the DIB a detailed statement of account and other financial information reasonably requested, reflecting the income and expenses experienced by them in the management of their Parking Facilities for the most recent

fiscal year and through the most recent date such information is available.

14. **INSURANCE:** The City shall continue to maintain casualty insurance with respect to the Parking Facilities at its expense, which shall not be a charge against the Fund, in such amounts and with such carriers as the City may from time to time determine. Any and all casualty insurance coverages shall be paid to the Fund. The following insurance coverages shall be required for this Agreement:

A. Before starting and until termination of this Agreement, the DIB shall procure and maintain insurance of the types and to the limits specified.

The term "City" as used in this section of the Agreement is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, including the Community Redevelopment Agency, their elected and appointed officials, employees, volunteers, representatives and agents.

Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the City, for the City's and the CRA's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

B. DIB and the City understand and agree that the minimum limits and type of insurance herein required may become inadequate, and DIB agrees that it will increase such coverage or Limits of Liability to commercially reasonable levels within ninety (90) days upon receipt of notice in writing from the City.

1. WORKER'S COMPENSATION

The DIB shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person - accident, \$100,000 each person - disease, \$500,000 aggregate - disease.

2. COMMERCIAL GENERAL, AUTOMOBILE, GARAGE KEEPERS LIABILITY AND UMBRELLA LIABILITY COVERAGES

The DIB shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. The minimum limits for Garagekeeper's Legal Liability Insurance Coverage shall be \$500,000 each occurrence, \$1,000,000 aggregate. The City and the CRA must be listed as an additional insured.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. The coverage shall be written on occurrence-type basis. Fire Legal Liability coverage with minimum limits of \$100,000 per occurrence must be endorsed on to this coverage.

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

Garagekeeper's Legal Liability Insurance coverage must be provided on a comprehensive basis for property damage to any auto.

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

3. CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance that provide that each party shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The City of Pensacola and

the CRA shall be named on each Certificate as an Additional Insured and this Agreement shall be listed. If required either party shall furnish copies of such party's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. Each party shall replace any cancelled, adversely changed, restricted or non-renewed policies with new policies acceptable to the other party and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the DIB shall, upon instructions of the City, cease all operations under the Agreement until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, and Post Office Box 12910, Pensacola, FL 32521.

4. INSURANCE OF THE DIB PRIMARY

The DIB required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the DIB's coverage. The DIB's policies of coverage will be considered primary as relates to all provisions of the Agreement.

C. LOSS CONTROL AND SAFETY

The DIB shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the DIB shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the DIB for the protection of all persons, including employees, and property. The DIB shall make special effort to detect hazards and shall take prompt

action where loss control/safety measures should reasonably be expected.

15. **TERM/TERMINATION:**

- A. This Agreement shall remain in place until terminated.
- B. Notwithstanding paragraph (A) above, after the fifth annual anniversary of the initial term, the City may upon the affirmative vote of City Council, terminate this Agreement without cause upon one hundred and twenty (120) days prior written notice to the DIB.
- C. This Agreement may be terminated at any time by mutual agreement of the parties.
- D. In addition, either party may terminate this Agreement upon ninety (90) days advance written notice to the other, if such noticed party has committed a material breach of the terms hereof provided such noticed party has not within such ninety (90) days undertaken reasonable measures (within the reasonable discretion of the notifying party) to cure such breach, provided such noticed party thereafter diligently pursues completion of such measures.
- E. Upon any expiration or termination of this Agreement, (i) except in the case of termination by the City under Paragraph D above based on DIB's default, the City shall reimburse to DIB any and all documented expenditures incurred by DIB hereunder which have not been previously reimbursed to DIB from the Fund, together with interest thereon, from the dates incurred until paid, at the Federal Funds Rate (currently 4.71%) as promulgated by the U.S. Government, as of the dates incurred until paid; (ii) the City shall assume, pay, and discharge in full all obligations of the DIB under then existing contracts, leases, financing facilities, employment agreements, service agreements,

maintenance agreements, professional service agreements, employee benefits arrangements, and any and all other obligations or commitments made, entered into, or agreed to or binding upon DIB, or for which it has become liable in connection with its performance hereunder, and shall to the extent permitted by law, and only after written notice to the City, indemnify, defend, and hold DIB, and its board members, officers, employees, and agents harmless from and against the same; and (iii) the Fund, the Parking Facilities, and all revenues and expenses incident thereto, and the control and obligations thereof shall revert to the City.

16. **MISCELLANEOUS**: This Agreement shall also be governed by the following provisions:

A. *Choice of Law.* This Agreement shall be construed under and in accordance with the laws of Florida and the Parties stipulate that venue shall be in Pensacola, Florida for any matter which is the subject of this Agreement.

B. *Effective Date.* This Agreement shall become effective when filed in the office of Clerk of the Circuit Court of Escambia County, Florida, and the City shall be responsible for such filing.

C. *Waiver.* No waiver of any provision or default hereof shall affect the right on any Party thereafter to later enforce such provision or to exercise any right or remedy available to it in the event of a later default.

D. *Liability.* The Parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other Party. The City, the CRA, and the DIB as local governmental bodies of the State of Florida as defined in Section 768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions which result in claims or suits against their jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. No Party shall at any time be responsible for negligent acts of the other Party. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party and nothing

herein shall be construed as consent by the Parties to be sued by third Parties in any matter arising out of this Agreement. This Agreement shall not be amended except by written agreement of the Parties hereto.

E. No third Party beneficiaries. There are no intended third Party beneficiaries to this Agreement and only the Parties hereto may enforce its terms.

F. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

G. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other Party, except that the DIB may contract with such persons or subcontractors as DIB deems appropriate in its sole discretion to perform DIB's obligations hereunder.

H. All Prior Agreements Superseded.

1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

2. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained

in a written document executed with the same formality and of equal dignity herewith.

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

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

K. Interpretation. For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

1. If either Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, it shall immediately notify the other Party and request clarification of its interpretation of this Agreement.

2. This Agreement shall not be more strictly construed against either Party hereto by reason of the fact that one Party may have drafted or prepared any or all the terms and provisions hereof.

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

M. Further Documents. The Parties shall execute and deliver all documents and perform further actions that may

be reasonably necessary to effectuate the provisions of this Agreement.

N. Notices. All notices required by the Agreement to be given by one Party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To Downtown Improvement Board:

Franklin D. Kimbrough
Executive Director
41 N. Jefferson St.
Suite 401
Pensacola, FL 32502

To City of Pensacola:

Thomas J. Bonfield
City Manager
P.O. Box 12910
Pensacola, Florida 32521

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement effective the first date written above.

CITY OF PENSACOLA, a municipal corporation of the State of Florida

By: Thomas J. Bonfield
Thomas J. Bonfield
City Manager

ATTEST:

By: Ericka L. Burnett
Ericka L. Burnett, City Clerk

PENSACOLA DOWNTOWN IMPROVEMENT BOARD, a public body, corporate and politic of the State of Florida

By: Franklin D. Kimbrough
Franklin D. Kimbrough
Executive Director

Witnesses:

Signature

Print

Signature

Print

Approved as to Form and Execution:

M.C. Goodwin, ACH
City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 30-20

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Andy Terhaar

SUBJECT:

PROPOSED ORDINANCE NO. 30-20 AMENDING SECTION 14-2-68 OF THE CODE OF THE CITY OF PENSACOLA, CREATING EXEMPTIONS TO THE PROHIBITION ON THE USE OF FIREWORKS FOR CERTAIN DESIGNATED HOLIDAYS..

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 30-20 on first reading:

AN ORDINANCE AMENDING SECTION 14-2-68 OF THE CODE OF THE CITY OF PENSACOLA, STATE OF FLORIDA, CREATING EXEMPTIONS TO THE PROHIBITION ON THE USE OF FIREWORKS FOR CERTAIN DESIGNATED HOLIDAYS. PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Currently, City Code Section 14-2-68 reads as follows:

It shall be unlawful for any person to discharge or explode in or upon any street, public way or park within the city, or upon any private premises within the city, any fireworks of the character defined in section 14-2-67, unless the discharging or exploding be performed under the direction, supervision and control of the chief of the fire department and a permit has been issued by the chief of the fire department so to do; provided, however, that nothing contained herein shall prohibit the use of what are commonly known as "sparklers" as defined in F.S. § 791.01(8).

On April 8, 2020, Governor DeSantis signed into law F.S. 791.08, wherein three holidays are recognized as holidays where citizens may be more inclined to use fireworks to celebrate the holiday. The revisions to the ordinance would allow persons to use fireworks within the city limits on those three holidays without obtaining a permit. The three holidays are:

- (a) New Year's Day, January 1;
- (b) Independence Day, July 4; and
- (c) New Year's Eve, December 31.

PRIOR ACTION:

February 10, 1994 - Section 14-2-68 of the City Code was adopted.

April 8, 2020 - Governor DeSantis signed into law F.S. 791.08

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 30-20
- 2) F.S. 791.08

PRESENTATION: No

PROPOSED
ORDINANCE NO. 30-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 14-2-68 OF THE CODE OF THE CITY OF PENSACOLA, STATE OF FLORIDA, CREATING EXEMPTIONS TO THE PROHIBITION ON THE USE OF FIREWORKS FOR CERTAIN DESIGNATED HOLIDAYS. PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 791.08, Florida Statutes, took effect on April 8, 2020; and

WHEREAS, section 791.08, Florida Statutes, recognizes three holidays during the year where citizens may be more inclined to use fireworks.

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

SECTION 1. That Section 14-2-68 of the Code of the City of Pensacola shall be amended to read as follows:

Sec. 14-2-68. - Discharge of fireworks.

It shall be unlawful for any person to discharge or explode in or upon any street, public way or park within the city, or upon any private premises within the city, any fireworks of the character defined in section 14-2-67, unless the discharging or exploding be performed under the direction, supervision and control of the chief of the fire department and a permit has been issued by the chief of the fire department so to do; provided, however, that nothing contained herein shall prohibit the use of what are commonly known as "sparklers" as defined in F.S. § 791.01(8). Further, use of fireworks of the character defined in section 14-2-67 shall be permissible without the necessity of a permit on the following holidays:

(a) New Year's Day, January 1;

(b) Independence Day, July 4; and

(c) New Year's Eve, December 31.

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

CHAPTER 2020-11

Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 140

An act relating to fireworks; creating s. 791.08, F.S.; defining the term “designated holiday”; providing an exemption for the use of fireworks solely and exclusively during a designated holiday; providing construction; providing legislative intent; prohibiting homeowners’ associations from promulgating certain rules or regulations; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 791.08, Florida Statutes, is created to read:

791.08 Use during designated holidays; exemption.—

(1) As used in this section, the term “designated holiday” means:

(a) New Year’s Day, January 1;

(b) Independence Day, July 4; or

(c) New Year’s Eve, December 31.

(2) This chapter does not prohibit the use of fireworks solely and exclusively during a designated holiday. This section is not intended to provide for the comprehensive regulation of fireworks as described in s. 10(5), chapter 2007-67, Laws of Florida, or to supersede any local governmental regulation relating to the use of fireworks as provided in s. 10(5), chapter 2007-67, Laws of Florida.

(3) The Legislature does not intend for the application of this section to supersede any prohibition against the use of fireworks contained within a legally executed and properly recorded declaration of covenants or covenant running with the land of any homeowners’ association pursuant to chapter 720. However, a homeowners’ association, through a board of directors, may not promulgate rules that attempt to abrogate a homeowner’s right to use fireworks during a designated holiday or under general law.

Section 2. This act shall take effect upon becoming a law.

Approved by the Governor April 8, 2020.

Filed in Office Secretary of State April 8, 2020.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2020-06

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-06 - 12TH AVENUE AND CROSS STREET HMGP STORMWATER IMPROVEMENT PROJECT-ADDITIONAL HMGP FUNDING

RECOMMENDATION:

That the City Council adopt Supplemental Budget Resolution No. 2020-06.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City was awarded a grant as part of the Hazard Mitigation Grant Program (HMGP) administered by the Florida Department of Emergency Management (FDEM) for neighborhoods that demonstrate historical repetitive flooding issues. The project scope consists of purchasing and demolishing four residential properties along East Fisher Street to increase the existing pond size. Due to an increase in the Fair Market Value (FMV) of the Residential Appraisal Report, additional funding was requested and approved by FDEM.

PRIOR ACTION:

March 28, 2019 - Hazard Mitigation Grant Program (HMGP Grant - Acquisition of Properties located at 1104, 1106, 1108, and 1112 East Fisher Street.

December 12, 2019 - Award of Bid #19-019 12th Avenue and Cross Street HMGP Stormwater Improvement Project.

FUNDING:

Budget:	\$ 1,307,983.00	HMGP Grant Award - Natural Disaster Fund
	<u>288,951.00</u>	Additional HMGP Award
	<u>\$ 1,596,934.00</u>	Total

403

Actual: \$	657,904.00	Construction Contract
	65,790.40	10% Contingency
	118,293.81	Engineering Design (Completed)
	656,534.01	Acquisition of Properties (Completed)
	25,000.00	Engineering Management/Inspection (Estimate)
	<u>5,000.00</u>	Construction Testing and Misc. (Estimate)
	<u>\$ 1,528,522.22</u>	Total

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will provide additional funding in the amount of \$288,951.00 for the Acquisition of Properties.

CITY ATTORNEY REVIEW: Yes

5/12/2020

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) Supplemental Budget Resolution No. 2020-06
- 2) Supplemental Budget Explanation No. 2020-06

PRESENTATION: No

**RESOLUTION
NO. 2020-06**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. NATURAL DISASTER FUND

As Reads:	Federal Grants	1,055,605
Amended		
To Read:	Federal Grants	1,344,556
As Reads:	Capital Outlay	1,055,605
Amended		
To Read:	Capital Outlay	1,344,556

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

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

MAY 2020 - SUPPLEMENTAL BUDGET RESOLUTION - 12TH & CROSS ADDITIONAL HMGP FUNDING - RES NO. 2020-06

FUND		AMOUNT	DESCRIPTION	
NATURAL DISASTER FUND				
Estimated Revenues				
	Federal Grants	288,951	Increase estimated revenue from Federal Grants	
	Total Revenues	<u>288,951</u>		
Appropriations				
	Capital Outlay	288,951	Increase appropriation for Capital Outlay	
		0		0
	Total Appropriations	<u>288,951</u>		



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2020-10

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-10 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT

RECOMMENDATION:

That the City Council adopt Supplemental Budget Resolution No. 2020-10.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Law Enforcement Trust Fund was established by the City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055, as amended on July 1, 2016, details the circumstances confiscated goods may be used. The Federal Controlled Substance Act Section 881 (e) (3) of Title 21, United States Code, in accordance with the United States Department of Justice Guide to Equitable Sharing, designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department is requesting \$5,000.00 from the Law Enforcement Trust Fund that will provide the manpower required to conduct a covert Violent Crimes Task Force.

I certify that this request complies with the provisions outlined in Florida Statutes 932.7055 and, specifically, it meets the criteria of all of the following permitted uses of The Law Enforcement Trust Fund: crime prevention, safe neighborhood, and defraying the cost of a protracted and complex investigation.

The specific costs and objectives of this Violent Crimes Task Force have been reviewed by the City Attorney's Office and found to be in compliance with the criteria outlined in the Florida Statutes for the use of Law Enforcement Trust Fund.

PRIOR ACTION:

None

FUNDING:

Budget: \$5,000

Actual: \$5,000 (manpower)

FINANCIAL IMPACT:

The funds would be from the Law Enforcement Trust Fund and would have no impact on the City's General Fund. The attached supplemental budget resolution will appropriate the funds for these purposes.

CITY ATTORNEY REVIEW: Yes

3/9/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Tommi S. Lyter, Chief of Police

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2020-10
- 2) Supplemental Budget Explanation No. 2020-10
- 3) Letter of Certification

PRESENTATION: No

**RESOLUTION
NO. 2020-10**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. LAW ENFORCEMENT TRUST FUND

To:	Fund Balance	5,000
To:	Personnel Services	5,000

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

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
 APRIL 2020 - SUPPLEMENTAL BUDGET RESOLUTION - LETF VIOLENT CRIME TASK FORCE - RES NO. 2020-10

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>5,000</u>	Increase appropriated fund balance
Appropriations		
Personnel Services	<u>5,000</u>	Appropriate funding for Personnel Services
Total Appropriations	<u>5,000</u>	

CITY OF PENSACOLA POLICE DEPARTMENT
Local Law Enforcement Trust Funds
Letter of Certification

411

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055 as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal

Item	Description of Requested Items	Amount
Violent Crimes Task Force		
1	Man Power	\$5,000
Total Requested		\$5,000



Tommi S. Lyter, Chief of Police

3/2/2020
Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2020-11

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-11 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT

RECOMMENDATION:

That the City Council adopt Supplemental Budget Resolution No. 2020-11.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Law Enforcement Trust Fund was established by the City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055, as amended on July 1, 2016, details the circumstances confiscated goods may be used. The Federal Controlled Substance Act Section 881 (e) (3) of Title 21, United States Code, in accordance with the United States Department of Justice Guide to Equitable Sharing, designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department is requesting \$5,000.00 from the Law Enforcement Trust Fund that will provide the manpower required to conduct a covert Task Force.

I certify that this request complies with the provisions set forth in Florida Statutes 932.7055 and, specifically, it meets the criteria of all of the following permitted uses of The Law Enforcement Trust Fund: crime prevention, safe neighborhood and defraying the cost of a protracted and complex investigation.

The specific costs and objectives of this covert Task Force have been reviewed by the City Attorney's Office and found to be in compliance with the criteria outlined in the Florida Statutes for the use of the Law Enforcement Trust Fund.

412

PRIOR ACTION:

None

FUNDING:

Budget: \$5,000

Actual: \$5,000

FINANCIAL IMPACT:

The funds would be from the Law Enforcement Trust Fund and would have no impact on the City's General Fund. The attached supplemental budget resolution will appropriate the funds for these purposes.

CITY ATTORNEY REVIEW: Yes

3/9/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Tommi S. Lyter, Chief of Police

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2020-11
- 2) Supplemental Budget Explanation No. 2020-11
- 3) Letter of Certification

PRESENTATION: No

**RESOLUTION
NO. 2020-11**

**A RESOLUTION
TO BE ENTITLED:**

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. LAW ENFORCEMENT TRUST FUND

To:	Fund Balance	5,000
As Reads:	Personnel Services	5,000
Amended		
To Read:	Personnel Services	7,000
As Reads:	Operating Expenses	57,101
Amended		
To Read:	Operating Expenses	60,101

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

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
APRIL 2020 - SUPPLEMENTAL BUDGET RESOLUTION - LETF COVERT TASK FORCE - RES NO. 2020-11

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>5,000</u>	Increase appropriated fund balance
Appropriations		
Personnel Services	<u>2,000</u>	Increase appropriation for Personnel Services
Operating Expenses	<u>3,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u><u>5,000</u></u>	

CITY OF PENSACOLA POLICE DEPARTMENT
Local Law Enforcement Trust Funds
Letter of Certification

416

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055 as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal

Item	Description of Requested Items	Amount
Covert Task Force		
1	Man Power	\$2,000
2	Location Rental	\$2,000
3	Food	\$1,000
Total Requested		\$5,000



Tommi S. Lyter, Chief of Police

3/02/2020
Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2020-14

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT: SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-14 - CARES ACT ADDITIONAL HOUSING CHOICE VOUCHER (HCV) ADMINISTRATIVE FUNDING

RECOMMENDATION:

That the City Council adopt Supplemental Budget Resolution No. 2020-14.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Housing Department was notified that it has been awarded administrative fee funding under the Coronavirus Aid, Relief, and Economic Security Act (CARES). Funds have been obligated and scheduled for disbursement in May 2020. The CARES Act provides funding to prevent, prepare for, and respond to coronavirus, including for the Housing Department to maintain normal operations and take other necessary actions during the period the program is impacted by coronavirus.

Under the CARES Act, this supplemental administrative fee funding may be used only for two purposes: (1) any currently eligible HCV administrative costs during the period that the program is impacted by coronavirus; and (2) new coronavirus-related activities, including activities to support or maintain the health and safety of assisted individuals and families, and costs related to the retention and support of participating owners. Eligible HCV administrative costs include necessary upgrades to information technology or computer systems to enhance telework capacities and pay for PHA staff to carry-out HCV Program responsibilities. The CARES Act further provides that administrative fees appropriated under HUD's FY2020 Appropriations Act (P.L.116-94) for the regular HCV program may also be used for new corona virus-related activities. The period of availability for these funds is the duration of the calendar year 2020, unless this period is subsequently extended by HUD. If any of these funds are not expended during the period of availability, the remaining funds must be remitted to HUD.

PRIOR ACTION:

417

None

FUNDING:

Budget: \$ 261.580

Actual: \$ 261,580

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will provide additional funding in the amount of \$261.580.00 to prevent, prepare for, and respond to coronavirus, including for the Housing Department to maintain normal operations and take other necessary actions during the period the program is impacted by coronavirus.

CITY ATTORNEY REVIEW: Yes

5/19/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Marcie Whitaker, Housing Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2020-14
- 2) Supplemental Budget Explanation No. 2020-14

PRESENTATION: No

**RESOLUTION
NO. 2020-14**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. SECTION 8 HOUSING FUND

As Reads:	Federal Grants	18,150,400
Amended		
To Read:	Federal Grants	18,411,980
To:	Grants and Aids	251,580

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

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**MAY 2020 - SUPPLEMENTAL BUDGET RESOLUTION - CARES ACT FUNDING - RES NO. 2020-14**

FUND	AMOUNT	DESCRIPTION
A. SECTION 8 HOUSING FUND		
Estimated Revenues		
Federal Grants	261,580	Increase estimated revenue from Federal Grants
Total Revenues	<u>261,580</u>	
Appropriations		
Grants and Aids	<u>261,580</u>	Appropriate funding for Grants and Aids
Total Appropriations	<u>261,580</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 09-20

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 09-20 - VACATION OF RIGHT OF WAY - PENSACOLA INTERNATIONAL AIRPORT PHASE II

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 09-20 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING EMILY STREET, BEAUMONT STREET, TULANE AVENUE, AIRLANE DRIVE, AND SHERRILL AVENUE; 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 Pensacola International Airport for approval of a vacation of right-of-way for Emily Street, Beaumont Street, Tulane Avenue, Airplane Drive, and Sherrill Avenue. The purpose of the vacation is for future development at the airport.

On March 10, 2020, the Planning Board unanimously recommended approval of the request.

PRIOR ACTION:

April 23, 2020 - The City Council conducted a public hearing and voted to approve Proposed Ordinance No. 09-20 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

421

CITY ATTORNEY REVIEW: Yes

3/17/2020

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Proposed Ordinance No. 09-20
- 2) Vacation of Right of Way Application
- 3) Planning Board Minutes March 10, 2020 Draft

PRESENTATION: No

PROPOSED
ORDINANCE NO. 09-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND
VACATING EMILY STREET, BEAUMONT STREET,
TULANE AVENUE, AIRLANE DRIVE AND SHERRILL
AVENUE IN PENSACOLA, ESCAMBIA COUNTY, STATE
OF FLORIDA; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, a public hearing was held on April 9, 2020, as to the vacation of
Emily Street, Beaumont Street, Tulane Avenue, Airplane Drive and Sherrill Avenue
right(s)-of-way; Pensacola, Escambia County, Florida; and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

THE PORTION OF RIGHT OF WAY OF EMILY STREET, BEAUMONT
STREET, TULANE AVENUE, SHERRILL AVENUE & AIRLANE DRIVE
WHICH LIES WITHIN THE FOLLOWING PENSACOLA INTERNATIONAL
AIRPORT - COLLEGE HEIGHTS ANNEXATION PHASE II
DESCRIPTION (PHASE II)

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT
EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40
OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA;
THENCE GO N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT A
DISTANCE OF 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2
OF SAID AIRPORT EXECUTIVE PLAZA; THENCE GO N03°10'03"E
ALONG THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE (RIGHT
OF WAY WIDTH VARIES) A DISTANCE OF 1276.01 FEET TO A POINT
ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN
OFFICIAL RECORDS BOOK 374 AT, PAGE 57 OF THE PUBLIC
RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING
SAID RIGHT OF WAY LINE, GO S87°18'36"E ALONG THE SOUTH LINE

OF SAID PARCEL A DISTANCE OF 238.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL FOR THE POINT OF BEGINNING; THENCE GO S87°18'36"E A DISTANCE OF 61.28 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE GO S55°55'01"E A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE GO S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND ITS EXTENSION A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE GO N03°05'12"E A DISTANCE OF 65.74 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF BLOCK 5, COLLEGE HEIGHTS, AS RECORDED IN PLAT BOOK 5 AT PAGE 9 OF SAID COUNTY; THENCE N86°53'48"W ALONG THE SOUTH LINE OF SAID BLOCK 5 A DISTANCE OF 130.24 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE DEPARTING SAID SOUTH LINE, GO NORTHEASTERLY ALONG THE WEST LINE OF BLOCK 5, SAID WEST LINE BEING A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 700.00 FEET, A DELTA ANGLE OF 26°32'42", A CHORD BEARING OF N16°25'12"E, AND A CHORD DISTANCE OF 321.41 FEET, FOR AN ARC DISTANCE OF 324.31 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE GO N29°31'35"E A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF LOT 22, BLOCK 7 OF SAID COLLEGE HEIGHTS; THENCE GO N60°28'25"W A DISTANCE OF 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO NORTHWESTERLY ALONG THE SOUTH LINE OF BLOCK 2, SAID SOUTH LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 373.00 FEET, A DELTA ANGLE OF 23°17'52", A CHORD BEARING OF N72°07'21"W, AND A CHORD DISTANCE OF 150.63', FOR AN ARC DISTANCE OF 151.67 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, GO N03°19'10"E A DISTANCE OF 127.17 FEET TO THE SOUTHEAST CORNER OF LOT 12 IN SAID BLOCK 2; THENCE GO N86°52'44"W ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 75.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE DEPARTING SAID SOUTH LINE, GO N03°18'20"E ALONG THE WEST LINE OF SAID LOT 12 AND ITS EXTENSION A DISTANCE OF 192.64 FEET TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 1 OF SAID COLLEGE HEIGHTS; THENCE GO N87°04'35"W ALONG THE SOUTH LINE OF SAID LOT 18 A DISTANCE OF 75.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID SOUTH LINE, GO N03°17'53"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 126.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID WEST LINE, GO

N87°00'35"W ALONG THE NORTH LINE OF LOT 19 IN SAID BLOCK 1 AND ITS EXTENSION A DISTANCE OF 750.59 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 120.05 FEET TO A POINT; THENCE GO SOUTH 42°56'03"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 9.26 FEET TO A POINT ON THE SOUTH LINE OF LOT 28 IN SAID BLOCK 1; THENCE GO S87°00'15"E ALONG SAID SOUTH LINE A DISTANCE OF 68.69 FEET TO THE SOUTHEAST CORNER OF SAID LOT 28; THENCE DEPARTING SAID SOUTH LINE OF LOT 28, GO S03°13'09"W TO AND ALONG THE WEST LINE OF LOTS 2 AND 27 IN BLOCK 2 OF SAID COLLEGE HEIGHTS A DISTANCE OF 319.43 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE GO N86°50'42"W ALONG THE SOUTH LINE OF SAID BLOCK 2 A DISTANCE OF 86.96 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 386.53 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, GO S87°07'22"E ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 238.49 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE DEPARTING SAID NORTH LINE, GO S03°35'24"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 80.16 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY LIES IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 19.459 ACRES.

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 all existing utility providers, their successors and assigns, a full width easement in the entire portion 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: City of Pensacola

Address: 222 W. Main Street, Pensacola, FL 32502

Phone: 850-436-5555

Fax: 850-435-1611

Email: _____

Property Information:

Owner Name: Pensacola International Airport

Location/Address: Emily, Beaumont, Tulane, Sherrill, Airline

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

Purpose of vacation of city right of way/comments:

Airport Development

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.

David B. Stymur
Signature of Applicant

14 Feb 2020
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: _____

Sec. 12-12-4. Vacation of Streets, alleys

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

(A) *Application.* An application for vacation of streets, alleys or other public right-of-way shall be filed with the community development department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.

- (1) An application for vacation of streets, alleys or other public right-of-way must be submitted to the community development department at least twenty-one (21) days prior to the regularly scheduled meeting of the planning board.
- (2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (3) No application shall be considered complete until all of the following have been submitted:
 - (a) The application shall be submitted on a form provided by the board secretary.
 - (b) Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 1. Accurate site plan drawn to scale;
 2. A legal description of the property proposed to be vacated;
 3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
 4. Reason for vacation request;
 5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
 - (c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.
 - (d) Any party may appear in person, by agent, or by attorney.
 - (e) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(B) *Planning board review and recommendation.* The community development department will distribute copies of the request to vacate to the appropriate city departments and public agencies for review and comment. Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefore, to the city planning department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting.

- (1) Public notice for vacation of streets, alleys.
 - (a) A sign shall be prominently posted on the property to which the application pertains, at least seven (7) days prior to the scheduled board meeting.
 - (b) The community development department shall notify property owners within a three hundred (300) radius, as identified by the current Escambia County tax roll maps, of the property proposed for vacation with a public notice by post card at least five (5) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

(C) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.

- (1) *Notice and hearing.* The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven (7) days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten (10) days prior to the public hearing. The community development department shall notify property owners by certified mail, as identified by the current Escambia County tax roll, at least fifteen (15) days prior to the city council public hearing.
 - (a) In case of an alley vacation request all adjacent owners shall be notified.
 - (b) In the case of a street vacation request, all property owners within three hundred feet (300') of the request shall be notified.
- (2) *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two (2) times following the public hearing, at which time the vacation becomes effective.

(D) *Easements retained.* If the city council determines that any portion of a public street or right-of-way is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.

(E) *Zoning of vacated property.* Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.

(F) *Ownership of property.* Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.



360 SURVEYING SERVICES

LEGAL DESCRIPTION FOR RIGHT OF WAY

VACATION

JANUARY 22, 2020

To: Andrea Levitt

Assistant Airport Director- Finance

2430 Airport Blvd., Ste 225

Pensacola, FL 32504

850-436-5000

THE PORTION OF RIGHT OF WAY OF EMILY STREET, BEAUMONT STREET, TULANE AVENUE, SHERRILL AVENUE & AIRLANE DRIVE WHICH LIES WITHIN THE FOLLOWING PENSACOLA INTERNATIONAL AIRPORT - COLLEGE HEIGHTS ANNEXATION PHASE II DESCRIPTION

(PHASE II)

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



(PHASE II DESCRIPTION CONTINUED)

COLLEGE HEIGHTS; THENCE GO N60°28'25"W A DISTANCE OF 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO NORTHWESTERLY ALONG THE SOUTH LINE OF BLOCK 2, SAID SOUTH LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 373.00 FEET, A DELTA ANGLE OF 23°17'52", A CHORD BEARING OF N72°07'21"W, AND A CHORD DISTANCE OF 150.63', FOR AN ARC DISTANCE OF 151.67 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, GO N03°19'10"E A DISTANCE OF 127.17 FEET TO THE SOUTHEAST CORNER OF LOT 12 IN SAID BLOCK 2; THENCE GO N86°52'44"W ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 75.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE DEPARTING SAID SOUTH LINE, GO N03°18'20"E ALONG THE WEST LINE OF SAID LOT 12 AND ITS EXTENSION A DISTANCE OF 192.64 FEET TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 1 OF SAID COLLEGE HEIGHTS; THENCE GO N87°04'35"W ALONG THE SOUTH LINE OF SAID LOT 18 A DISTANCE OF 75.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID SOUTH LINE, GO N03°17'53"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 126.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID WEST LINE, GO N87°00'35"W ALONG THE NORTH LINE OF LOT 19 IN SAID BLOCK 1 AND ITS EXTENSION A DISTANCE OF 750.59 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 120.05 FEET TO A POINT; THENCE GO SOUTH 42°56'03"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 9.26 FEET TO A POINT ON THE SOUTH LINE OF LOT 28 IN SAID BLOCK 1; THENCE GO S87°00'15"E ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 143.94 FEET TO A THE SOUTHEAST CORNER OF LOT 27 IN SAID BLOCK 1; THENCE DEPARTING SAID SOUTH LINE OF BLOCK 1, GO S03°19'58"W A DISTANCE OF 66.36 FEET TO THE NORTHEAST CORNER OF LOT 2 IN BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO N87°02'07"W ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 75.12 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE DEPARTING SAID NORTH LINE, GO S03°13'09"W ALONG THE WEST LINE OF LOTS 2 AND 27 IN SAID BLOCK 2 TO A DISTANCE OF 253.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE GO N86°50'42"W ALONG THE SOUTH LINE OF SAID BLOCK 2 A DISTANCE OF 86.96 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 386.53 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, GO S87°07'22"E ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 238.49 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE DEPARTING SAID NORTH LINE, GO S03°35'24"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 80.16 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY LIES IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 19.345 ACRES.

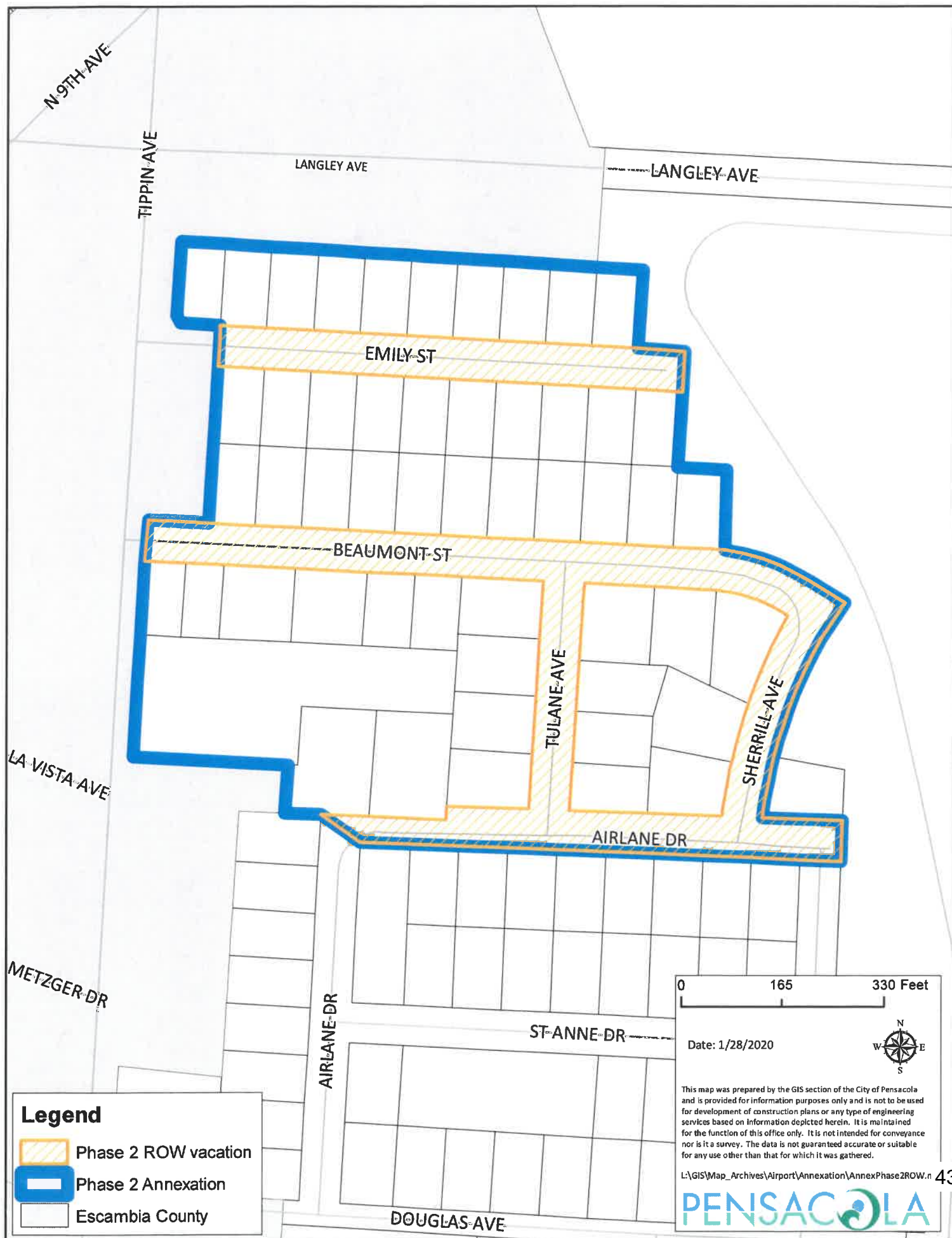
A handwritten signature in dark ink, appearing to read 'Josh Miller', is written over a horizontal line.

Joshua Miller, PSM #7238

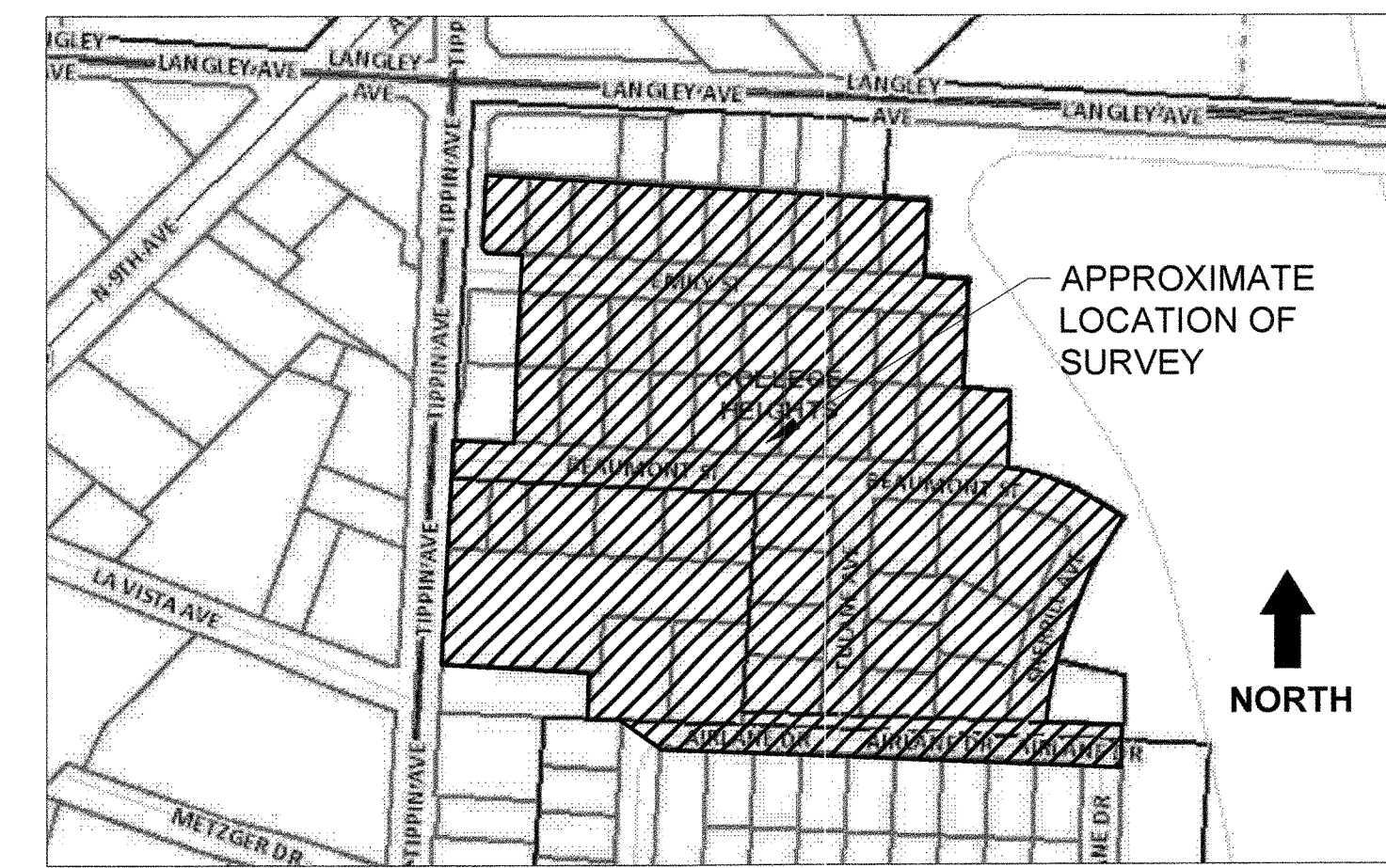
04/23/20

Date

PG 2 OF 2



CITY OF PENSACOLA PROPOSED COLLEGE HEIGHTS ANNEXATION PHASE II



VICINITY MAP
N.T.S.

DESCRIPTION OF PROPOSED ANNEXATION: (CREATED BY UNDERSIGNED)

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO N80°56'16"W ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE GO N03°10'03"E ALONG THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE (RIGHT OF WAY WIDTH VARIES) A DISTANCE OF 1276.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT, PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO S87°18'38"E ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 238.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL FOR THE POINT OF BEGINNING; THENCE GO S87°18'38"E A DISTANCE OF 61.28 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE GO S55°55'01"E A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE GO S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND ITS EXTENSION A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE GO N03°05'12"E A DISTANCE OF 65.74 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF BLOCK 5, COLLEGE HEIGHTS, AS RECORDED IN PLAT BOOK 5 AT PAGE 9 OF SAID COUNTY; THENCE N86°53'48"W ALONG THE SOUTH LINE OF SAID BLOCK 5 A DISTANCE OF 130.24 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE DEPARTING SAID SOUTH LINE, GO NORTHEASTERLY ALONG THE WEST LINE OF BLOCK 5, SAID WEST LINE BEING A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 700.00 FEET, A DELTA ANGLE OF 28°32'42", A CHORD BEARING OF N16°25'12"E, AND A CHORD DISTANCE OF 324.41 FEET, FOR AN ARC DISTANCE OF 324.31 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE GO N28°31'35"E A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF LOT 22, BLOCK 7 OF SAID COLLEGE HEIGHTS; THENCE GO N60°28'25"W A DISTANCE OF 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO NORTHWESTERLY ALONG THE SOUTH LINE OF BLOCK 2, SAID SOUTH LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 373.00 FEET, A DELTA ANGLE OF 23°17'52", A CHORD BEARING OF N72°07'21"W, AND A CHORD DISTANCE OF 150.63; FOR AN ARC DISTANCE OF 151.67 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, GO N03°18'01"E A DISTANCE OF 127.17 FEET TO THE SOUTHEAST CORNER OF LOT 12 IN SAID BLOCK 2; THENCE GO N86°52'44"W ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 75.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE DEPARTING SAID SOUTH LINE, GO N03°18'01"E ALONG THE WEST LINE OF SAID LOT 12 AND ITS EXTENSION A DISTANCE OF 192.64 FEET TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 1 OF SAID COLLEGE HEIGHTS; THENCE GO N87°04'35"W ALONG THE SOUTH LINE OF SAID LOT 18 A DISTANCE OF 75.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID SOUTH LINE, GO N03°17'53"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 126.89 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID WEST LINE, GO N87°00'35"W ALONG THE NORTH LINE OF LOT 19 IN SAID BLOCK 1 AND ITS EXTENSION A DISTANCE OF 750.59 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 120.05 FEET TO A POINT; THENCE GO SOUTH 42°56'03"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 9.28 FEET TO A POINT ON THE SOUTH LINE OF LOT 28 IN SAID BLOCK 1; THENCE GO S87°00'15"E ALONG SAID SOUTH LINE A DISTANCE OF 68.69 FEET TO THE SOUTHEAST CORNER OF SAID LOT 28; THENCE DEPARTING SAID SOUTH LINE OF LOT 28, GO S03°13'09"W TO AND ALONG THE WEST LINE OF LOTS 2 AND 27 IN BLOCK 2 OF SAID COLLEGE HEIGHTS A DISTANCE OF 319.43 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE GO N86°50'42"W ALONG THE SOUTH LINE OF SAID BLOCK 2 A DISTANCE OF 86.96 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 388.53 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT, PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, GO S87°02'22"E ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 238.49 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE DEPARTING SAID NORTH LINE, GO S03°35'24"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 80.16 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY LIES IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 19.459 ACRES.

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON AUGUST 23, 2018 AND UPDATED ON FEBRUARY 7, 2020.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
5. BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE AS NORTH 03°10'03" EAST.
6. FENCE LINES ARE EXAGGERATED FOR CLARITY.
7. ENCROACHMENTS ARE AS SHOWN.
8. THE PARCEL SHOWN HEREON IS A NEW PARCEL CREATED AT THE REQUEST OF THE CLIENT.

THE SURVEY SHOWN HEREON IS TRUE AND CORRECT AND IN COMPLIANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

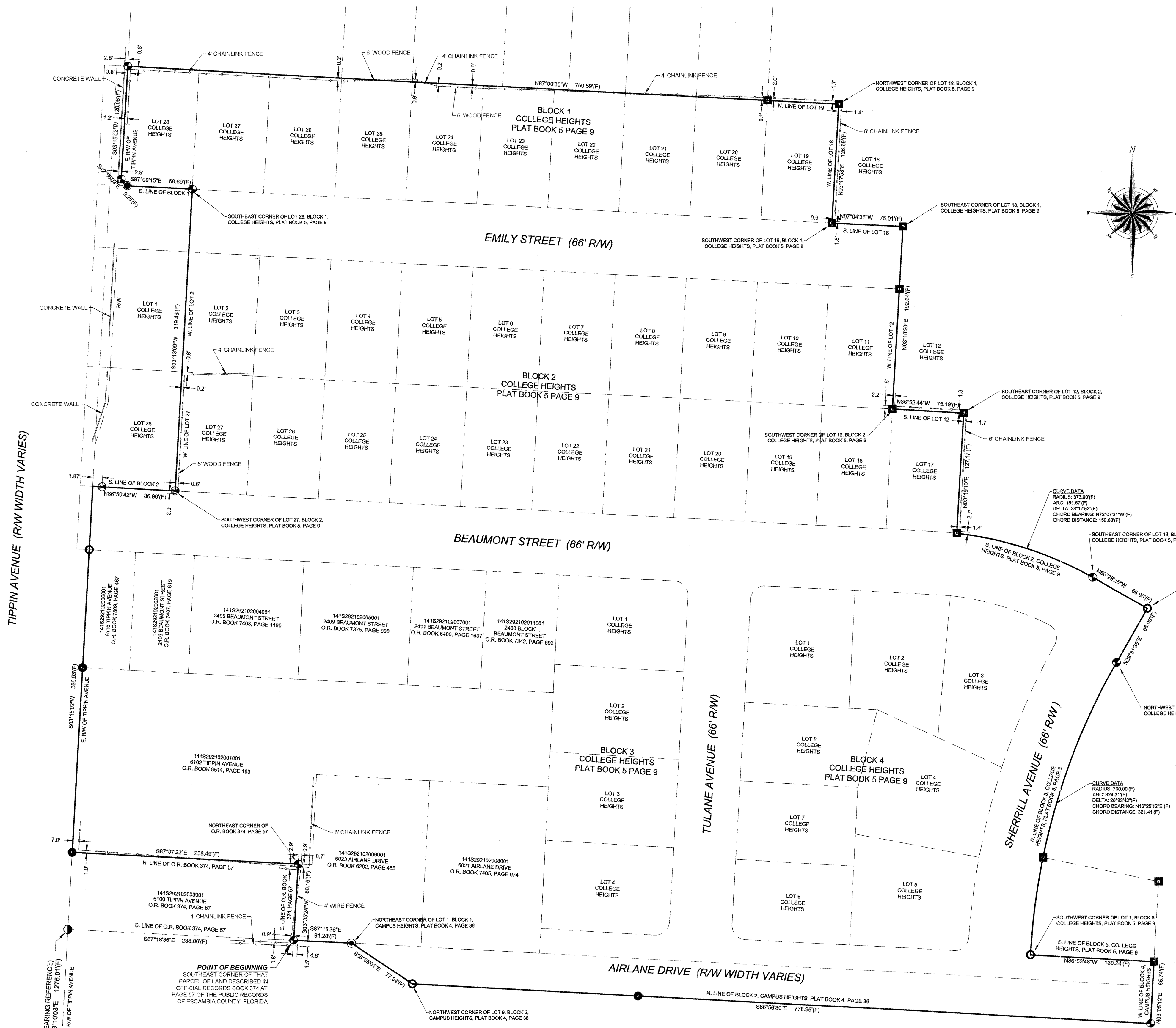
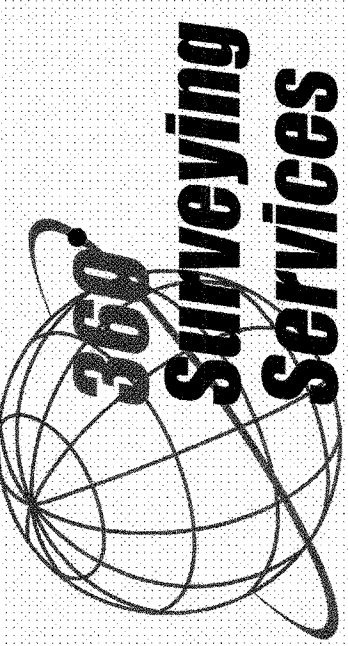
JOSHUA W. MILLER P.L.S. FLORIDA REGISTRATION NO. 7238



NO.	REVISION	DATE	BY	CHKD.
1	REVISED LEGAL DESCRIPTION AND BOUNDARY FOR R/W	02/07/2020	JWM	

TITLE	DATE	SCALE	1"=60'
SPECIFIC PURPOSE SURVEY PROPOSED COLLEGE HEIGHTS ANNEXATION PHASE II FOR CITY OF PENSACOLA PENSACOLA, FLORIDA 32504	JWM		
DWG. NO.	1 OF 1		

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



CORNER LEGEND

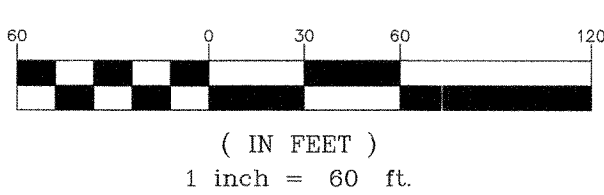
- SET 3/8" CAPPED IRON ROD #7612
- FOUND 4"x4" CONCRETE MONUMENT
- FOUND 3/8" CAPPED IRON ROD #7092
- FOUND 3/8" IRON ROD
- FOUND 3/8" CAPPED IRON ROD #ILLEGIBLE
- FOUND 3/8" CAPPED IRON ROD #6679
- FOUND 3/8" CAPPED IRON ROD #7312
- FOUND 1" IRON PIPE
- FOUND 8" CAPPED IRON ROD #5863
- FOUND 3/8" CAPPED IRON ROD #6861

LEGEND

(F) FIELD MEASUREMENT
O.R. OFFICIAL RECORDS
R/W RIGHT-OF-WAY

CAMPUS HEIGHTS ANNEXATION PHASE I

GRAPHIC SCALE



POINT OF COMMENCEMENT
SOUTHEAST CORNER OF LOT 3, AIRPORT
EXECUTIVE PLAZA, PLAT BOOK 11, PAGE 40,
SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29
WEST, ESCAMBIA COUNTY, FLORIDA



MINUTES OF THE PLANNING BOARD

March 10, 2020

MEMBERS PRESENT: Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Murphy, Board Member Powell

MEMBERS ABSENT: Vice Chairperson Kurt Larson, Board Member Sampson, Board Member Wiggins

STAFF PRESENT: Assistant Planning Director Cannon, Senior Planner Statler, Transportation Planner-Complete Streets Ziarnek, Assistant City Attorney Lindsay, Assistant Airport Director for Finance Andrea Levitt, Intern Mendillo

OTHERS PRESENT: Brian Ditthardt, Ryan Ditthardt, Deborah York, Marla Backhaus, Mike Hamlin, Matthew Cushing, Fred Davis, John Fitzgerald, Ron Fitzgerald, Angela Bottesini

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from February 11, 2020.
- **New Business:**
 1. **Vacation of Right-of-Way Request – Pensacola International Airport**
 2. **Vacation of Right-of-Way Request – 500 Stanley Avenue**
 3. **Discussion on the Proposed Amendment to the Tree Ordinance**
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting.

Approval of Meeting Minutes

Board Member Grundhoefer made a motion to approve the February 11, 2020 minutes, seconded by Board Member Murphy, and it carried unanimously.

New Business

Vacation of Right-of-Way Request – Pensacola International Airport

Assistant Planning Director Cannon presented to the Board and stated the request was to accommodate future airport development as part of a phased expansion. Assistant Airport Director Levitt advised the airport had been purchasing property since 2002 and with the airport expansion, they needed to vacate the roadways in order to build. Chairperson Ritz noted none of the utility providers had any concerns, and ECUA had requested they work with them; Ms. Levitt confirmed they had been working with ECUA to allow the required easements for their purposes. Board Member Grundhoefer asked about the residences, and Ms. Levitt explained the property was purchased and the structures demolished. She indicated there were mini warehouses on Douglas which would be relocated. She also stated the property had been rezoned to ARZ when it was annexed into the city limits.

Ms. Backhaus and Ms. York addressed the Board. Ms. York indicated when people left their homes, they had left their animals, and they had been feeding cats since November 2014. They were trying to capture the last few and wanted to know how this vacation affected them. Chairperson Ritz explained a fee simple property meant the owner lived on the property and possessed a deed. Right-of-way property is owned by citizens of the City of Pensacola. When there was a request to vacate a right-of-way, it meant that person requesting it asked for the right-of-way to be given to them to be added to their fee simple property. He explained you could not trespass on fee simple property without permission. Ms. Backhaus stated they were feeding the cats as close to the road as possible but had been approached by police officers. Chairperson Ritz suggested contacting the airport staff; he explained this right-of-way vacation would be decided at this meeting but would proceed to the Council. Board Member Murphy advised she had met with Airport Director Flynn on occasion and stated he worked on planting the wildflowers for bees on the airport property and suggested Councilwoman Myers could also be a contact for some direction.

With no other comments, Board Member Powell made a motion for approval, seconded by Board Member Murphy, and it carried unanimously.

Vacation of Right-of-Way Request – 500 Stanley Avenue

Assistant Planning Director Cannon stated Mr. Ditthardt had submitted a vacation of right-of-way which did include the required petition signed by adjacent property owners. She noted that the petitions were required per the Land Development Code. Chairperson Ritz clarified this was a vacation of right-of-way request. Staff explained neighbors who were not responsive were not included within the request, and some chose not to vacate.

Brian Ditthardt addressed the Board and stated there was no purpose in the alleyway, and they had been working with staff to present the appropriate application. They had attempted to contact all property owners on the right-of-way, however, some were out of the country, but they had the signatures of those included in the request. The applicants were in agreement with the staff's presentation.

Mr. Davis who owns 2807 E. DeSoto, did receive the certified mail notification and had no problem with the request but did not sign the request due to his unique situation with a house already in the alleyway and beyond the 10' which would be given to the property owner. Chairperson Ritz stated he did not know how to address this situation but noted instances in the 1950s where individuals built structures across property lines. Staff clarified that Mr. Davis' property was not affected by this application.

Mr. Cushing, the owner of 2803 E. DeSoto, advised the cinderblock garage encroached 10' into the right-of-way alley and benefited him at this point to enclose it, but he had no

issues with the request. **With no other speakers, Board Member Murphy made a motion to approve, seconded by Board Member Grundhoefer, and it carried unanimously.** Chairperson Ritz explained the request would proceed to Council for the official decision.

Discussion on the Proposed Amendment to the Tree Ordinance

Ms. Murphy advised they had confirmed workshops with two University of Florida professors from the Department of Urban Forestry for April 20, 4 to 8 pm and April 21, 9 to 4pm, with the tentative location at Sanders Beach; all City and County staff are invited. She was hoping this would be a continued program with the two professors who had developed successful programs for Miami, Orlando, Gainesville and Tampa, with the idea being to not build an ordinance first and project backwards. The object would be to look at what was needed long term and then develop that into an ordinance. Chairperson Ritz reminded Board members to observe the Sunshine and not speak or sit together at these workshops.

Open Forum – Mike Hamlin with ECUA wanted to inform the Board on the insight of the utility organizations when evaluating right-of-way vacations. He explained there were three different cases they see: 1) Unopened right-of-way, something platted decades ago, where they usually don't have facilities and no easement; 2) Minimally opened right-of-way which has a short line and sometimes not in use with no easement retained; and 3) An active facility which draws concern, and even if they retain an easement, the property owners still want to use that property for parking, fences, and gates. In those instances, they try to accommodate the request as much as possible but must balance it with the other utility customers needing access for their equipment.

Adjournment – With no further business, Chairperson Ritz adjourned the meeting at 2:37 pm.

Respectfully Submitted,



Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-20

City Council

5/28/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 19-20 - VACATION OF ALLEYWAY - BLOCK 29, EAST PENSACOLA HEIGHTS

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 19-20 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE ALLEYWAY LOCATED IN BLOCK 29, EAST PENSACOLA HEIGHTS, 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 Ditthardt for approval of a vacation of a portion of the alleyway located in Block 29, East Pensacola Heights, adjacent to his property located at 500 Stanley Avenue. The application included signed petitions from the abutting property owners at 2802 E. Strong Street, 2804 E. Strong Street, and 2803 E. Desoto Street who are also requesting a vacation of the alley. The vacation shall be no less than ten (10) feet to the centerline of the alley.

PRIOR ACTION:

April 23, 2020 - The City Council conducted a public hearing and voted to approve Proposed Ordinance No. 19-20 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

437

CITY ATTORNEY REVIEW: Yes

3/17/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Sherry Morris, AICP, Planning Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 19-20
- 2) Vacation of Right of Way Application
- 3) Planning Board Minutes March 10, 2020 Draft

PRESENTATION: No

PROPOSED
ORDINANCE NO. 19-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND
VACATING A PORTION OF THE ALLEYWAY LOCATED IN
BLOCK 29, EAST PENSACOLA HEIGHTS, IN
PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA;
PROVIDING FOR SEVERABILITY; REPEALING CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on April 9, 2020, as to the vacation of a portion of the alleyway located in Block 29, East Pensacola Heights; 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: Description of a portion of a 20 foot alley located in block 29, East Pensacola Heights.

BEGIN AT THE NORTHWEST CORNER OF LOT 1 BLOCK 29, EAST PENSACOLA, A SUBDIVISION OF A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 29 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 77, PAGE 520, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 85 DEGREES 00 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF LOTS 1 THRU 8 OF SAID BLOCK 29 A DISTANCE 200.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 8 BLOCK 29; THENCE GO NORTH 05 DEGREES 10 MINUTES 05 SECONDS WEST ALONG AN EXTENSION OF SAID LOT 8 A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF LOT 25 OF SAID LOT 29; THENCE GO SOUTH 85 DEGREES 00 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF LOT 25 THRU 28 OF SAID BLOCK 29 A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF LOT 28 BLOCK 29; THENCE GO SOUTH 05 DEGREES 10 MINUTES 05 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE CENTERLINE OF SAID ALLEYWAY; THENCE GO 100.00 FEET TO THE EASTERLY

RIGHT OF WAY OF STANLEY AVENUE; THENCE GO SOUTH 05 DEGREES 10 MINUTES 05 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY OF STANLEY AVENUE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 3,000 SQUARE FEET.

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 all existing utility providers, their successors and assigns, a full width easement in the entire portion 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 J. Linchard, Attorney for Property
Address: 495 Grand Blvd # 206, Miramar Beach, FL 32550
Phone: 954-433-1285 Fax: 954-433-0913 Email: EQWITRUST2005@aol.com

Property Information:

Owner Name: Ryan Dittmer
Location/Address: 500 Stanley Ave. Pensacola, FL 32503

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

Purpose of vacation of city right of way/comments:

In essence the alley has already been vacated as evidenced by the accompanying photos. My client, and home owner, Ryan Dittmer would like the city to officially vacate the alley so that my client can utilize the additional 10 feet to build a home. Its my understanding that the following neighbors have already built on the alleyway: 2803 E. Desoto, 519 Perry Ave 7

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 of Applicant

Date

(Owner of Property or Official Representative of Owner)

9/17/19

518 Stanley Ave

FOR OFFICE USE ONLY

District: _____

Date Received: _____

Case Number: _____

Date Postcards mailed: _____

Planning Board Date: _____

Recommendation: _____

Council Date: _____

Council Action: _____

1. Accurate site plan drawn to scale



NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 432-1052



PREPARED FOR: RYAN DITTHARDT

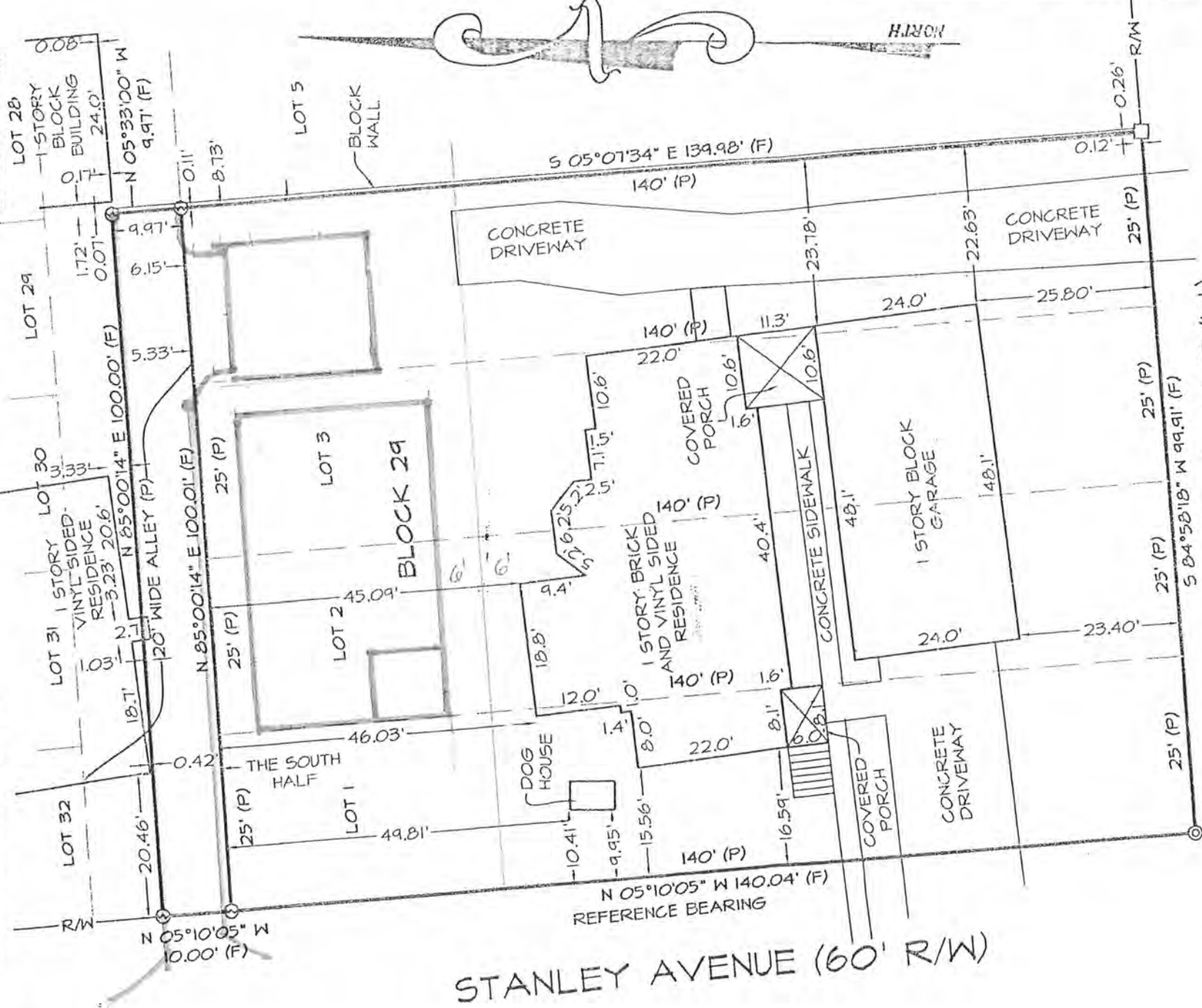
JOB NO.: 10-23333-19

REQUESTED BY: RYAN DITTHARDT

DATE: OCTOBER 31, 2019

PROPERTY ADDRESS: 500 STANLEY AVENUE

SCALE: 1" = 20'



STRONG STREET (60' R/W)

BOUNDARY SURVEY WITH IMPROVEMENTS

SHEET 1 OF 2

MEASUREMENTS MADE TO UNITED STATES STANDARDS

P.C.: T.J. DRAFTED: JAS. TYPED: JAS. CHECKED: FRT.

DESCRIPTION: SEE SHEET 2 OF 2

SEC. 5, TWP. 2S, RGE. 29W, ESCAMBIA COUNTY, STATE OF FLORIDA.
RECORDED DB BOOK 77, PAGE 520, *THE ENCROACHMENTS ARE AS SHOWN*
FIELD DATE: 10/30/19, FIELD BOOK: TJ2, PG. 41

NORTHWEST FLORIDA LAND SURVEYING, INC.
FLORIDA CORPORATION NUMBER 7277

REVISIONS:

11/4/19 REVISE
SURVEY

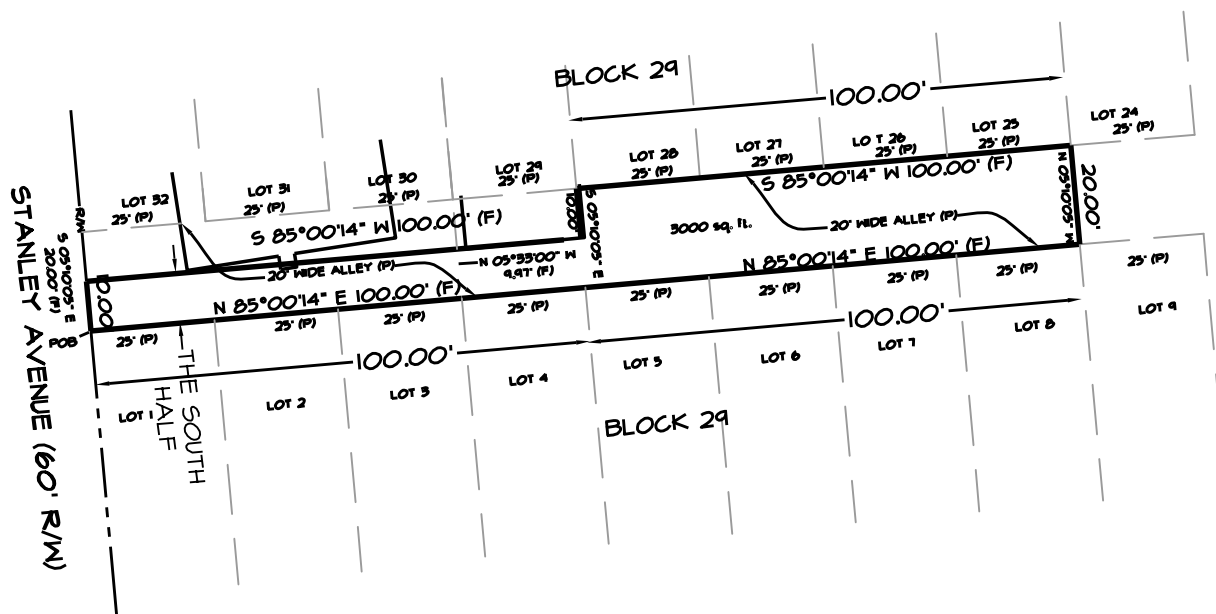
FRED R. THOMPSON PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA

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

2. A legal description of the property proposed to be vacated

NOT A FIELD SURVEY

MARCH 02, 2020



DESCRIPTION OF A PORTION OF A 20 FOOT ALLEY LAYING IN BLOCK 29:

BEGIN AT THE NORTHWEST CORNER OF LOT 1 BLOCK 29, EAST PENSACOLA, A SUBDIVISION OF A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 29 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 77, PAGE 520, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 85 DEGREES 00 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF LOTS 1 THRU 8 OF SAID BLOCK 29 A DISTANCE 200.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 8 BLOCK 29; THENCE GO NORTH 05 DEGREES 10 MINUTES 05 SECONDS WEST ALONG AN EXTENSION OF SAID LOT 8 A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF LOT 25 OF SAID BLOCK 29; THENCE GO SOUTH 85 DEGREES 00 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF LOT 25 THRU 28 OF SAID BLOCK 29 A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF LOT 28 BLOCK 29; THENCE GO SOUTH 05 DEGREES 10 MINUTES 05 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE CENTERLINE OF SAID ALLEYWAY; THENCE GO SOUTH 85 DEGREES 00 MINUTES 14 SECONDS WEST ALONG THE CENTERLINE OF SAID ALLEYWAY A DISTANCE OF 100.00 FEET TO THE EASTERLY RIGHT OF WAY OF STANLEY AVENUE; THENCE GO SOUTH 05 DEGREES 10 MINUTES 05 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY OF STANLEY AVENUE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 3,000 SQUARE FEET.

SCALE: 1" = 20'

445



NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 432-1052

Legend

- Owner requesting vacation
- Owners have signed petition
- Parcels
- Proposed Vacation



0 50 100 Feet

Date: 2/18/2020



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

L:\GIS\Map_Archives\Planning\Vacations\Strong_Stanley_All.mxd

3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney

* ADDITIONAL INFO CAN BE FURNISHED IF INSURANCE PAPERWORK DOES NOT SUFFICE

This Document Prepared By:
Valerie Dittthardt
Equitrust Title Company
42 Business Centre Dr. #106
Miramar Beach, FL 32550

Parcel ID Number: 05-2S-29-5905-001-029

Warranty Deed

This Indenture, Made this 17 day of March, 2017 A.D., Between
JONATHAN W. RUSSELL, joined by his wife, SHANNON ELIZABETH RUSSELL,
and WARREN R. RUSSELL, a married man
of the County of Escambia, State of Florida, grantors, and
RYAN TAYLOR DITTHARDT, a single man

whose address is: 500 Stanley Avenue, Pensacola, FL 32503

of the County of Escambia, State of Florida, grantee.
Witnesseth that the GRANTORS, for and in consideration of the sum of

-----TEN DOLLARS (\$10)-----
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Escambia, State of Florida, to wit:
Lots 1, 2, 3 and 4, BLOCK 29, EAST PENSACOLA, A Subdivision of a
portion of Section 5, Township 2 South, Range 29 West, City of
Pensacola, Escambia County, Florida, according to the Plat recorded
in Deed Book 77, Page 520, of the Public Records of Escambia County,
Florida.

Subject to restrictions, reservations and easements of record, if
any, and taxes subsequent to 2016.


The property herein conveyed DOES NOT constitute the HOMESTEAD
property of the Grantor, WARREN R. RUSSELL. The Grantor's HOMESTEAD
address is 1721 18th Street, Niceville, Florida 32578.

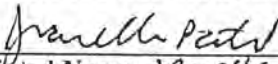
Warranty Deed - Page 2


Parcel ID Number: 05-2S-29-5905-001-029

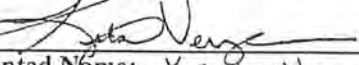
In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

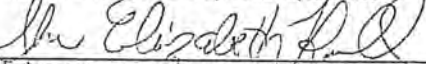

Printed Name: William C. Hallan
Witness to JWR and SER

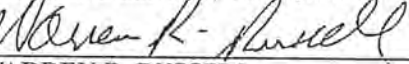

Printed Name: Seanelle Patel
Witness to JWR and SER


Printed Name: Brian S. Ditthardt
Witness to WRR


Printed Name: Krista Verge
Witness to WRR


JONATHAN W. RUSSELL
P.O. Address: 4319 Ellison Street, Waukegan, IL 96786

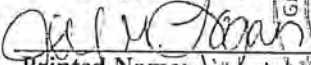

SHANNON ELIZABETH RUSSELL
P.O. Address: 4319 Ellison Street, Waukegan, IL 96786


WARREN R. RUSSELL
P.O. Address: 1721 18th Street, Niceville, FL 32578

STATE OF Hawaii
COUNTY OF Honolulu

The foregoing instrument was acknowledged before me this 23 day of January, 2017 by
JONATHAN W. RUSSELL and SHANNON ELIZABETH RUSSELL, husband and wife

who are personally known to me or who have produced their Florida Drivers License as identification.


Printed Name: Jill M. Logan
Notary Public
My Commission Expires: 10/04/2019
JUDGE ADVOCATE
UNITED STATES
ARMY
GENERAL COUNSEL OF NOTARY PUBLIC
LEGAL SPECIALIST
FBI/SSG, USA

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 17 day of March, 2017 by
WARREN R. RUSSELL, a married man

who is personally known to me or who has produced a Florida Drivers License as identification.


Printed Name: _____
Notary Public
My Commission Expires: _____


BRIAN J. DITTHARDT
MY COMMISSION # FF 926356
EXPIRES: December 26, 2019
Bonded Thru Budget Notary Services

This instrument prepared by:
Denis A. Braslow
Attorney at Law
917 N. 12TH AVE
Pensacola, FL 32501

Parcel ID Number: 05-2S-29-5905-025-029

Warranty Deed

This Indenture, Made this 22nd day of July, 2015 A.D., Between
Mary Grace Garner, an unremarried widow

of the County of Escambia, State of Florida, grantor, and
Matthew H. Cushing and Adella M. Cushing, husband and wife

whose address is: 2803 East DeSoto Street, Pensacola, FL 32503

of the County of Escambia, State of Florida, grantees.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEES and GRANTEES' heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Escambia, State of Florida, to wit:

Lots 25, 26, 27 and 28, Block 29, EAST PENSACOLA HEIGHTS, A Subdivision of
a portion of Section 05, Township 2 South, Range 29 West, Escambia County,
Florida, according to Plat recorded in Deed Book 77, page 520, of the
public records of said County.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Denis A. Braslow
Witness

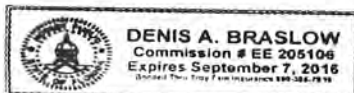
Pamela Larkin
Witness

Mary Grace Garner (Seal)
Mary Grace Garner
P.O. Address: 5918 N. Davis Hwy, Room 224
Pensacola, FL 32503

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 22nd day of July, 2015 by
Mary Grace Garner, an unremarried widow

who is personally known to me or who has produced her Florida driver's license as identification.



Printed Name: _____
Notary Public
My Commission Expires: _____

**RESIDENTIAL SALES
ABUTTING ROADWAY MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County Employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

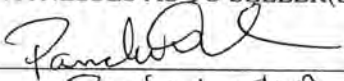
Name of Roadway: 2803 East DeSoto Street

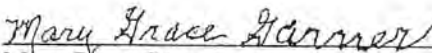
Legal Address of Property: 2803 East DeSoto Street, Pensacola, FL 32503

The ^{City}~~County~~ (X) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by: Denis A. Braslow, Attorney at Law
917 N. 12th Avenue
Pensacola, FL 32501

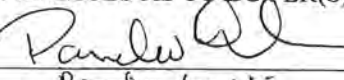
WITNESSES AS TO SELLER(S):


Pamela Larkin


Mary Grace Garner


DENIS BRASLOW

WITNESSES AS TO BUYER(S):


Pamela Larkin


Matthew H. Cushing


DENIS BRASLOW


Adella M. Cushing POA

THIS FORM IS APPROVED BY THE
ESCAMBIA COUNTY BOARD OF COUNTY
COMMISSIONERS

Prepared by:
William E. Farrington II
Wilson, Harrell, Farrington, Ford, et.al., P.A.
307 South Palafox Street
Pensacola, Florida 32502
File Number: 3722-53022

General Warranty Deed

Made this A.D. By **Zach Schweigert and Rob McDavid**, whose post office address is: 2210 McCutchen Place, Pensacola, Florida 32503, hereinafter called the grantor, to **Angela M. Bottesini**, whose post office address is: 1118 East Strong Street, Pensacola, Florida 32501, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

Lot(s) 7 and 8, Block 29, East Pensacola Heights Subdivision, according to the map or plat thereof, as recorded in Deed Book 77, Page(s) 520, of the Public records of Escambia County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 052S29-5905-005-029

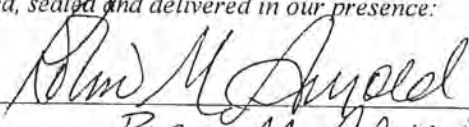
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

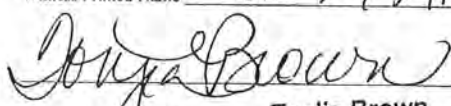
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2017.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Printed Name Rob M. McDavid

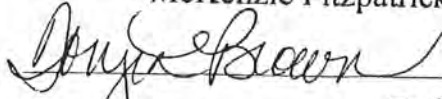

Zach Schweigert


Witness Printed Name Tonja Brown

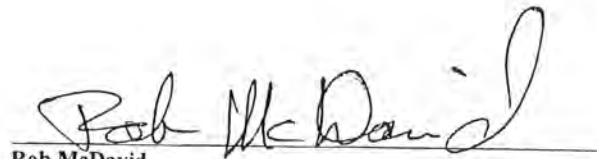
Prepared by:
William E. Farrington II
Wilson, Harrell, Farrington, Ford, et.al., P.A.
307 South Palafox Street
Pensacola, Florida 32502
File Number: 3722-53022



Witness Printed Name McKenzie Fitzpatrick



Witness Printed Name Tonjia Brown



Rob McDavid

Address:

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 21st day of June, 2018, by Zach Schweigert who is/are personally known to me or who has produced driver license as identification.



TONJIA BROWN
MY COMMISSION # FF 203888
EXPIRES: April 13, 2019
Bonded Thru Budget Notary Services



Notary Public
Print Name:

Tonjia Brown

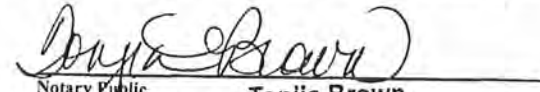
My Commission Expires: _____

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 19th day of June, 2018, by Rob McDavid, who is/are personally known to me or who has produced driver license as identification.



TONJIA BROWN
MY COMMISSION # FF 203888
EXPIRES: April 13, 2019
Bonded Thru Budget Notary Services



Notary Public
Print Name:

Tonjia Brown

My Commission Expires: _____

This instrument prepared by:
CHARLES F. JAMES, IV
Clark Partington
125 East Intendencia St. 4th Floor
Pensacola, Florida 32502
CP File no. 18-0677

Parcel ID Number: 05-2S-29-5905-005-029 (Parent Parcel)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

STATUTORY WARRANTY DEED
(§ 689.02, F.S.)

KNOW ALL MEN BY THESE PRESENTS, THAT Zach Schweigert, a married man, and Rob McDavid, a married man (hereinafter collectively referred to as the "Grantor"), whose mailing address is 2210 McCrutchin Place, Pensacola, Florida 32503, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto Richard Baker and Laverne Baker, husband and wife, whose mailing address is 84 Baybridge Drive, Gulf Breeze, Florida 32561 (hereinafter referred to as the "Grantee"), Grantee's heirs, successor's and assigns, forever, the real property in Escambia County, Florida, and more particularly described as follows (hereinafter referred to as the "Property"):

Lot(s) 5 and 6, Block 29, East Pensacola Heights Subdivision, according to the map or plat thereof, as recorded in Deed Book 77, Page(s) 520, of the Public Records of Escambia County, Florida.

Neither the Grantors named herein, nor the spouses thereof or anyone for whose support they are responsible reside on or adjacent to the real property herein described and is not therefore their homestead property.

Subject to taxes for the current and subsequent years; zoning ordinances, development orders and other restrictions and prohibitions imposed by applicable governmental authorities; and covenants, conditions, easements, agreements, mineral reservations and restrictions of record, if any, which are not hereby re-imposed.

Grantor does hereby fully warrant the title to said real property, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

Signature Page To Follow On The Next Page.

Signed, sealed and delivered
in the presence of:

Venecia R Williams

Witness Signature

Venecia R Williams

Print/Type Name of Witness

Melissa R Paulson

Witness Signature

MELISSA R. PAULSON

Print/Type Name of Witness

GRANTOR:

Rob McDavid

Rob McDavid

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19 day of June, 2018, by Rob McDavid who is () personally known to me or who has (☒) produced DRIVERS license identification.

Melissa R. Paulson

NOTARY PUBLIC

Commission number: _____

My Commission expires: _____

(NOTARIAL SEAL)



IN WITNESS WHEREOF, the Grantor has executed these presents causing its name to be signed on the 19th day of June, 2018.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Venecia R. Williams
Witness Signature

Venecia R. Williams
Print/Type Name of Witness

Melissa R. Paulson
Witness Signature

MELISSA R. PAULSON
Print/Type Name of Witness

Zach Schweigert

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19 day of June, 2018, by Zach Schweigert who is () personally known to me or who has () produced Drivers License as identification.

Melissa R. Paulson

NOTARY PUBLIC

Commission number: _____

My Commission expires: _____

(NOTARIAL SEAL)



Signature Page Continued On the Next Page.



ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: EAST STRONG STREET

Legal Address of Property: 2802 EAST STRONG STREET, PENSACOLA, FL 32503

The County () has accepted (XX) has not accepted this abutting roadway for maintenance.
Road is maintained by the City of Pensacola.

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by: CLARK PARTINGTON, P. O. BOX 13010, PENSACOLA, FL 32591-3010

Melissa R. Paulson
Witness' Signature:
MELISSA R. PAULSON
Witness' Printed Name:

Venecia R. Williams
Witness' Signature:
Venecia R. Williams
Witness' Printed Name:

Charles F. James
Witness' Signature:
Charles F. James
Witness' Printed Name:

Melissa R. Paulson
Witness' Signature:
MELISSA R. PAULSON
Witness' Printed Name:

THIS FORM APPROVED BY THE ESCAMBIA
COUNTY BOARD OF COUNTY COMMISSIONERS
Effective 4/15/95

AS TO SELLER:

Zach Schweigert
Zach Schweigert

Rob McDavid
Rob McDavid

AS TO BUYER:

Richard Baker
Richard Baker

Laverne Baker
Laverne Baker



Anchor Property and Casualty Insurance
Company Service Center
PO Box 31019
Tampa, FL 33631-3019



PREMIUM STATEMENT

Statement Date: 01/18/2020

Policy Term: 03/17/2020 – 03/17/2021

POLICY NUMBER: FLHOV-0015844-03

Insured Copy

P472



RYAN DITTHARDT
500 STANLEY AVE
PENSACOLA, FL 32503-6364

000472

Agent:
Bobby E Emmons Inc dba Thompson Walden Ins
4761 N 9th Ave
Pensacola, FL 32503-2445

BILLING SUMMARY

Original Premium:	\$1,684.00
Premium Changes:	\$0.00
Policy Fees:	\$27.00
Installment Fee:	\$0.00
Balance Due From Prior Policy:	\$0.00
Payments Received:	\$0.00
Total Balance:	\$1,711.00
Current Balance Due:	\$1,711.00
Due Date:	03/17/2020

This is a notice of premium due. Failure to pay the current installment balance due may result in your policy being canceled. To change your payment plan or for questions about billing please contact your agent at (850) 478-0401.

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT

GO PAPERLESS. Manage your payments and policy 24/7 at www.RelyOnAnchor.com/MyPolicy

The mortgage company listed on your policy has been billed.

FLHOV-0015844-03

AMOUNT DUE: \$1,711.00

AMOUNT PAID: \$ _____

RETURN PAYMENT TO:

Anchor Property and Casualty Insurance Company Service Center
PO Box 31019
Tampa, FL 33631-3019

458

08040100158440320200317000171100000171100

4. Reason for vacation request

† SEE 1ST FORM APPLICATION

5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.

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: ANGELA BOTTESINI

Address: 2804 EAST ~~ST~~ STRONG ST

Phone: 850-449-0368 Fax: _____ Email: _____

ANGELA.BOTTESINI@CROSECOVENANT.COM

Property Information:

Owner Name: ANGELA BOTTESINI

Location/Address: 2804 EAST STRONG ST

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

Purpose of vacation of city right of way/comments:

I would like to ALSO ADD AN ADDITION
ON MY PROPERTY THAT WOULD INCREASE MY
PROPERTY VALUE AND REQUIRES THAT ADDITIONAL
FOOTAGE.

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.

Angela Bottesini
Signature of Applicant
(Owner of Property or Official Representative of Owner)

JUNE 22, 2019
Date

FOR OFFICE USE ONLY

District: _____

Date Received: _____

Case Number: _____

Date Postcards mailed: _____

Planning Board Date: _____

Recommendation: _____

Council Date: _____

Council Action: _____

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: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Property Information:

Owner Name: Matthew H Cushing

Location/Address: 2803 E DE SOTO ST

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

Purpose of vacation of city right of way/comments:

I support this motion.

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]
Signature of Applicant

6-20-19
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: _____

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: Laverne Y. Baker and Richard R. Baker

Address: ~~2802~~ 84 Baybridge Drive, Gulf Breeze, FL 32561

Phone: 850-554-0600

Fax: _____

Email: dbaker@heronsforest.com

Property Information:

Owner Name: Laverne Y. Baker and Richard R. Baker

Location/Address: 2802 E Strong ST, Pensacola, FL 32503

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

Purpose of vacation of city right of way/comments:

vacate unused and overgrown alleyway
behind our property and others between
Stanley and Perry

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.

Laverne Y. Baker
Signature of Applicant

(Owner of Property or Official Representative of Owner)

Richard R. Baker 6/24/19
Date

FOR OFFICE USE ONLY

District: _____

Date Received: _____

Case Number: _____

Date Postcards mailed: _____

Planning Board Date: _____

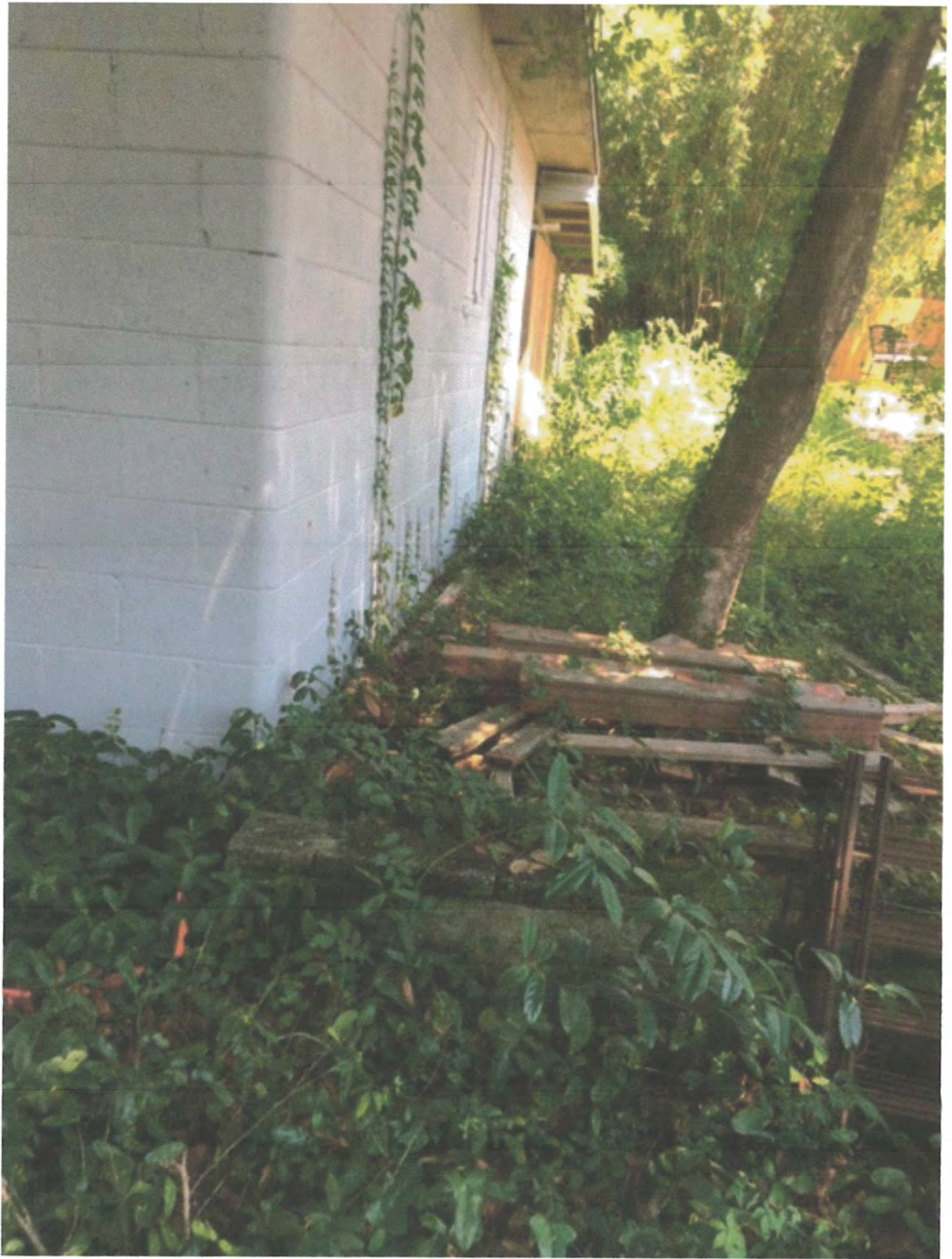
Recommendation: _____

Council Date: _____

Council Action: _____

CINDERBLOCK RETAINING WALL BUILT THROUGH ALLEY





CINDERBLOCK RETAINING WALL BUILT THROUGH ALLEYWAY AS EVIDENCED ON SURVEY





151 9-19-19

PAIDON DIFFHAKOS
50 STANLEY AVE
PENSACOLA, FL 32503

CERTIFIED MAIL



7019 0140 0000 2564 9271



1000



32501

U.S. POSTAGE PAID
FOM LETTER
PENSACOLA, FL
32503
SEP 18, 19
AMOUNT
\$4.05
R2304M1163444



UNCLAIMED

HUBBARD ROBERT C *
HUBBARD KATHY A
1401 E GARDEN ST
PENSACOLA, FL

MIAMI

322 CC 1

7220/07/19

RETURN TO SENDER
NOT DELIVERABLE
UNABLE TO FORWARD

BC: 32503636400

*2787-02242-06-23

UPPC
32503-6364

UPPC: 9333120511

RYAN DITTHARD
500 STABLEY AVE
PENSACOLA, FL 32503

CERTIFIED MAIL



7019 0140 0000 2564 9257



1000



U.S. POSTAGE PAID
FOM LETTER
PENSACOLA, FL
32503
SEP 18 '19
AMOUNT
\$4.05
R2304M116344-4

UNCLAIMED

SAMANTA SHIVAJI
3103 E MURKIN ST
PENSACOLA, FL 32503

Shivaji
9-19

NAME

322 CC 1

7218/07/15

RETURN TO ADDRESSEE
NOT DELIVERABLE
UNABLE TO FORWARD

UTPK: 9333120511

UPPLC
32503-6364

BC: 32503636400

*2787-02236-06-23



7019 0140 0000 2564 9271

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

PENSACOLA, FL 32501

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.05

Sent To
HUBBARD ROBERT L
Street and Apt. No., or PO Box No.
1401 E GARDEN ST
City, State, ZIP+4®
PENSACOLA, FL 32501

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here
SEP 19 2019
09/18/2019
USPS - 32503

7019 0140 0000 2564 9295

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

FORT WALTON BEACH, FL 32548

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.05

Sent To
DAVID FREDERICK A
Street and Apt. No., or PO Box No.
700 ROWELL DRIVE
City, State, ZIP+4®
FORT WALTON BEACH, FL 32548

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here
SEP 19 2019
09/18/2019
USPS - 32503

7019 0140 0000 2564 9301

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

PENSACOLA, FL 32503

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.05

Sent To
RAMSEY JOHN B SR
Street and Apt. No., or PO Box No.
520 STANLEY AVE
City, State, ZIP+4®
PENSACOLA, FL 32503

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here
SEP 19 2019
09/18/2019
USPS - 32503

7019 0140 0000 2564 4092

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

PENSACOLA, FL 32503

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.05

Sent To
RAMSEY JOHN B III, RAMSEY JOHN B SR.
Street and Apt. No., or PO Box No.
518 STANLEY AVE
City, State, ZIP+4®
PENSACOLA, FL 32503

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here
SEP 19 2019
09/18/2019
USPS - 32503

7019 0140 0000 2566 8456

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

PENSACOLA, FL 32503

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.05

Sent To
SAMANTHA SHIVAJI
Street and Apt. No., or PO Box No.
3103 E MORENO ST
City, State, ZIP+4®
PENSACOLA, FL 32503

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here
SEP 19 2019
09/18/2019
USPS - 32503

7019 0140 0000 2566 8456

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

PENSACOLA, FL 32503

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$2.50
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$1.15

Total Postage and Fees \$7.45

Sent To
JOHN B. RAMSEY
Street and Apt. No., or PO Box No.
518 STANLEY AVE
City, State, ZIP+4®
PENSACOLA, FL 32503

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here
DEC 17 2019
12/12/2019
USPS - 32503

7019 0140 0000 2564 9264

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

PENSACOLA, FL 32503

OFFICIAL USE

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.05

Sent To
WATERS, NILEEN
 Street and Apt. No., or PO Box No.
2005 E. STANLEY STREET
 City, State, ZIP+4®
PENSACOLA, FL 32503

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here
SEP 19 2019
USPS - 32503

Registered No. **RE940540365U5**

Date Stamp

OFFICIAL USE

TO BE COMPLETED BY POST OFFICE

Reg. Fee	\$1.15
Handling Charge	\$16.00
Postage	\$0.00
Received by	<i>[Signature]</i>
Customer Must Declare Full Value	\$1.00

TO BE COMPLETED BY CUSTOMER (Please Print)

FROM

PENSACOLA, FL 32503

RYAN DIMITAROV

500 STANLEY AVE

PENSACOLA, FL 32503

TO

RICCIARDI GEOFFREY S

PO BOX 11-26

HUALIEN CITY, TAIWAN 970 TAIWAN (R.O.C)

SEP 19 2019

USPS - 32503

PS Form 3806, **Receipt for Registered Mail** Copy 1 - Customer
 January 2014 (7530-02-000-9051) (See Information on Reverse)
 For domestic delivery information, visit our website at www.usps.com®

EAST HILL
3001 N DAVIS HWY
PENSACOLA, FL 32503-9998
117414-0003
(800)275-8777
09/18/2019 09:20 AM

Product	Qty	Unit Price	Price
First-Class Intl Letter (International) (Taiwan) (Weight:0 Lb 0.80 Oz)	1	\$1.15	\$1.15
Non Mach. Surch. Registered (Amount:\$1.00)			\$0.21 \$16.00
First-Class Mail® Letter (Domestic) (PENSACOLA, FL 32503) (Weight:0 Lb 0.70 Oz)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70190140000025649257)			\$3.50
First-Class Mail® Letter (Domestic) (PENSACOLA, FL 32503) (Weight:0 Lb 0.70 Oz)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70190140000025649264)			\$3.50
First-Class Mail® Letter (Domestic) (PENSACOLA, FL 32501) (Weight:0 Lb 0.70 Oz)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70190140000025649271)			\$3.50
First-Class Mail® Letter (Domestic) (FORT WALTON BEACH, FL 32548) (Weight:0 Lb 0.70 Oz)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70190140000025649295)			\$3.50
First-Class Mail® Letter (Domestic) (PENSACOLA, FL 32503) (Weight:0 Lb 0.70 Oz) (Estimated Delivery Date) (Friday 09/20/2019)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70190140000025649301)			\$3.50
First-Class Mail® Letter (Domestic) (PENSACOLA, FL 32503) (Weight:0 Lb 0.70 Oz)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70190140000025644092)			\$3.50
Total:			\$41.66

EAST HILL
3001 N DAVIS HWY
PENSACOLA, FL 32503-9998
117414-0003
(800)275-8777
09/18/2019 08:49 AM

Product	Qty	Unit Price	Price
US Flag Bklt/20	1	\$11.00	\$11.00
Total:			\$11.00
Credit Card Remitd (Card Name:AMEX) (Account #:XXXXXX3008) (Approval #:845720) (Transaction #:375) (AID:A000000025010801) (AL:AMERICAN EXPRESS) (PIN:Not Required)			\$11.00 Chip)

Preview your Mail
Track your Packages
Sign up for FREE @
www.informedelivery.com

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

HELP US SERVE YOU BETTER

TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

Go to:
<https://postalexperience.com/Pos>

840-5320-0177-002-00038-05943-01

or scan this code with
your mobile device:



or call 1-800-410-7420.

YOUR OPINION COUNTS

Receipt #: 840-53200177-2-3805943-1
Clerk: 4

Credit Card Remitd \$41.66
(Card Name:AMEX)
(Account #:XXXXXXXXXX3008)
(Approval #:860738)
(Transaction #:376)
(AID:A000000025010801 Chip)
(AL:AMERICAN EXPRESS)
(PIN:Not Required)

Text your tracking number to 28777
(2USPS) to get the latest status.
Standard Message and Data rates may
apply. You may also visit www.usps.com
USPS Tracking or call 1-800-222-1811.

Save this receipt as evidence of
insurance. For information on filing
an insurance claim go to
<https://www.usps.com/help/claims.htm>

Preview your Mail
Track your Packages
Sign up for FREE @
www.informedelivery.com

Please visit
<https://www.usps.com/international/customs-forms.htm> to complete
International Mail customs forms
online and to ship packages from your
home or office using Click-N-Ship(R)
service.

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

HELP US SERVE YOU BETTER

TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

Go to:
<https://postalexperience.com/Pos>
840-5320-0177-002-00038-06134-02

or scan this code with
your mobile device:



or call 1-800-410-7420.

YOUR OPINION COUNTS

Receipt #: 840-53200177-2-3806134-2
Clerk: 4

EAST HILL
3001 N DAVIS HWY
PENSACOLA, FL 32503-9998
117414-0003
(800)275-8777
12/12/2019 03:56 PM

Product	Qty	Unit Price	Price
First-Class Mail® Large Envelope (Domestic) (PENSACOLA, FL 32503) (Weight:0 Lb 1.90 Oz) (Estimated Delivery Date) (Saturday 12/14/2019)	1	\$1.15	\$1.15
Certified (USPS Certified Mail #) (70190140000025668456)			\$3.50
Return Receipt (USPS Return Receipt #) (9590940246278323168756)			\$2.80
Total:			\$7.45

Credit Card Remitd \$7.45
(Card Name:AMEX)
(Account #:XXXXXXXXXX3008)
(Approval #:821405)
(Transaction #:545)
(AID:A000000025010801
(AL:AMERICAN EXPRESS) Chip)
(PIN:Not Required)

Text your tracking number to 28777
(2USPS) to get the latest status.
Standard Message and Data rates may
apply. You may also visit www.usps.com
USPS Tracking or call 1-800-222-1811.

Preview your Mail
Track your Packages
Sign up for FREE @
www.informedelivery.com

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

HELP US SERVE YOU BETTER

TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

Go to:
<https://postalexperience.com/Pos>

840-5320-0177-002-00040-38587-02

or scan this code with
your mobile device:





MINUTES OF THE PLANNING BOARD

March 10, 2020

MEMBERS PRESENT: Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Murphy, Board Member Powell

MEMBERS ABSENT: Vice Chairperson Kurt Larson, Board Member Sampson, Board Member Wiggins

STAFF PRESENT: Assistant Planning Director Cannon, Senior Planner Statler, Transportation Planner-Complete Streets Ziarnek, Assistant City Attorney Lindsay, Assistant Airport Director for Finance Andrea Levitt, Intern Mendillo

OTHERS PRESENT: Brian Ditthardt, Ryan Ditthardt, Deborah York, Marla Backhaus, Mike Hamlin, Matthew Cushing, Fred Davis, John Fitzgerald, Ron Fitzgerald, Angela Bottesini

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from February 11, 2020.
- **New Business:**
 1. **Vacation of Right-of-Way Request – Pensacola International Airport**
 2. **Vacation of Right-of-Way Request – 500 Stanley Avenue**
 3. **Discussion on the Proposed Amendment to the Tree Ordinance**
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting.

Approval of Meeting Minutes

Board Member Grundhoefer made a motion to approve the February 11, 2020 minutes, seconded by Board Member Murphy, and it carried unanimously.

New Business

Vacation of Right-of-Way Request – Pensacola International Airport

Assistant Planning Director Cannon presented to the Board and stated the request was to accommodate future airport development as part of a phased expansion. Assistant Airport Director Levitt advised the airport had been purchasing property since 2002 and with the airport expansion, they needed to vacate the roadways in order to build. Chairperson Ritz noted none of the utility providers had any concerns, and ECUA had requested they work with them; Ms. Levitt confirmed they had been working with ECUA to allow the required easements for their purposes. Board Member Grundhoefer asked about the residences, and Ms. Levitt explained the property was purchased and the structures demolished. She indicated there were mini warehouses on Douglas which would be relocated. She also stated the property had been rezoned to ARZ when it was annexed into the city limits.

Ms. Backhaus and Ms. York addressed the Board. Ms. York indicated when people left their homes, they had left their animals, and they had been feeding cats since November 2014. They were trying to capture the last few and wanted to know how this vacation affected them. Chairperson Ritz explained a fee simple property meant the owner lived on the property and possessed a deed. Right-of-way property is owned by citizens of the City of Pensacola. When there was a request to vacate a right-of-way, it meant that person requesting it asked for the right-of-way to be given to them to be added to their fee simple property. He explained you could not trespass on fee simple property without permission. Ms. Backhaus stated they were feeding the cats as close to the road as possible but had been approached by police officers. Chairperson Ritz suggested contacting the airport staff; he explained this right-of-way vacation would be decided at this meeting but would proceed to the Council. Board Member Murphy advised she had met with Airport Director Flynn on occasion and stated he worked on planting the wildflowers for bees on the airport property and suggested Councilwoman Myers could also be a contact for some direction.

With no other comments, Board Member Powell made a motion for approval, seconded by Board Member Murphy, and it carried unanimously.

Vacation of Right-of-Way Request – 500 Stanley Avenue

Assistant Planning Director Cannon stated Mr. Ditthardt had submitted a vacation of right-of-way which did include the required petition signed by adjacent property owners. She noted that the petitions were required per the Land Development Code. Chairperson Ritz clarified this was a vacation of right-of-way request. Staff explained neighbors who were not responsive were not included within the request, and some chose not to vacate.

Brian Ditthardt addressed the Board and stated there was no purpose in the alleyway, and they had been working with staff to present the appropriate application. They had attempted to contact all property owners on the right-of-way, however, some were out of the country, but they had the signatures of those included in the request. The applicants were in agreement with the staff's presentation.

Mr. Davis who owns 2807 E. DeSoto, did receive the certified mail notification and had no problem with the request but did not sign the request due to his unique situation with a house already in the alleyway and beyond the 10' which would be given to the property owner. Chairperson Ritz stated he did not know how to address this situation but noted instances in the 1950s where individuals built structures across property lines. Staff clarified that Mr. Davis' property was not affected by this application.

Mr. Cushing, the owner of 2803 E. DeSoto, advised the cinderblock garage encroached 10' into the right-of-way alley and benefited him at this point to enclose it, but he had no

issues with the request. **With no other speakers, Board Member Murphy made a motion to approve, seconded by Board Member Grundhoefer, and it carried unanimously.** Chairperson Ritz explained the request would proceed to Council for the official decision.

Discussion on the Proposed Amendment to the Tree Ordinance

Ms. Murphy advised they had confirmed workshops with two University of Florida professors from the Department of Urban Forestry for April 20, 4 to 8 pm and April 21, 9 to 4pm, with the tentative location at Sanders Beach; all City and County staff are invited. She was hoping this would be a continued program with the two professors who had developed successful programs for Miami, Orlando, Gainesville and Tampa, with the idea being to not build an ordinance first and project backwards. The object would be to look at what was needed long term and then develop that into an ordinance. Chairperson Ritz reminded Board members to observe the Sunshine and not speak or sit together at these workshops.

Open Forum – Mike Hamlin with ECUA wanted to inform the Board on the insight of the utility organizations when evaluating right-of-way vacations. He explained there were three different cases they see: 1) Unopened right-of-way, something platted decades ago, where they usually don't have facilities and no easement; 2) Minimally opened right-of-way which has a short line and sometimes not in use with no easement retained; and 3) An active facility which draws concern, and even if they retain an easement, the property owners still want to use that property for parking, fences, and gates. In those instances, they try to accommodate the request as much as possible but must balance it with the other utility customers needing access for their equipment.

Adjournment – With no further business, Chairperson Ritz adjourned the meeting at 2:37 pm.

Respectfully Submitted,



Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-20

City Council

5/28/2020

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 adopt Proposed Ordinance No. 20-20 on second 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 Land 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. 16-08

478

April 23, 2020 - City Council voted to approve Proposed Ordinance No. 20-20 on first reading.

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 T. MAXENT TRACT, AS PER THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOM 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 13, 2008

Approved: 

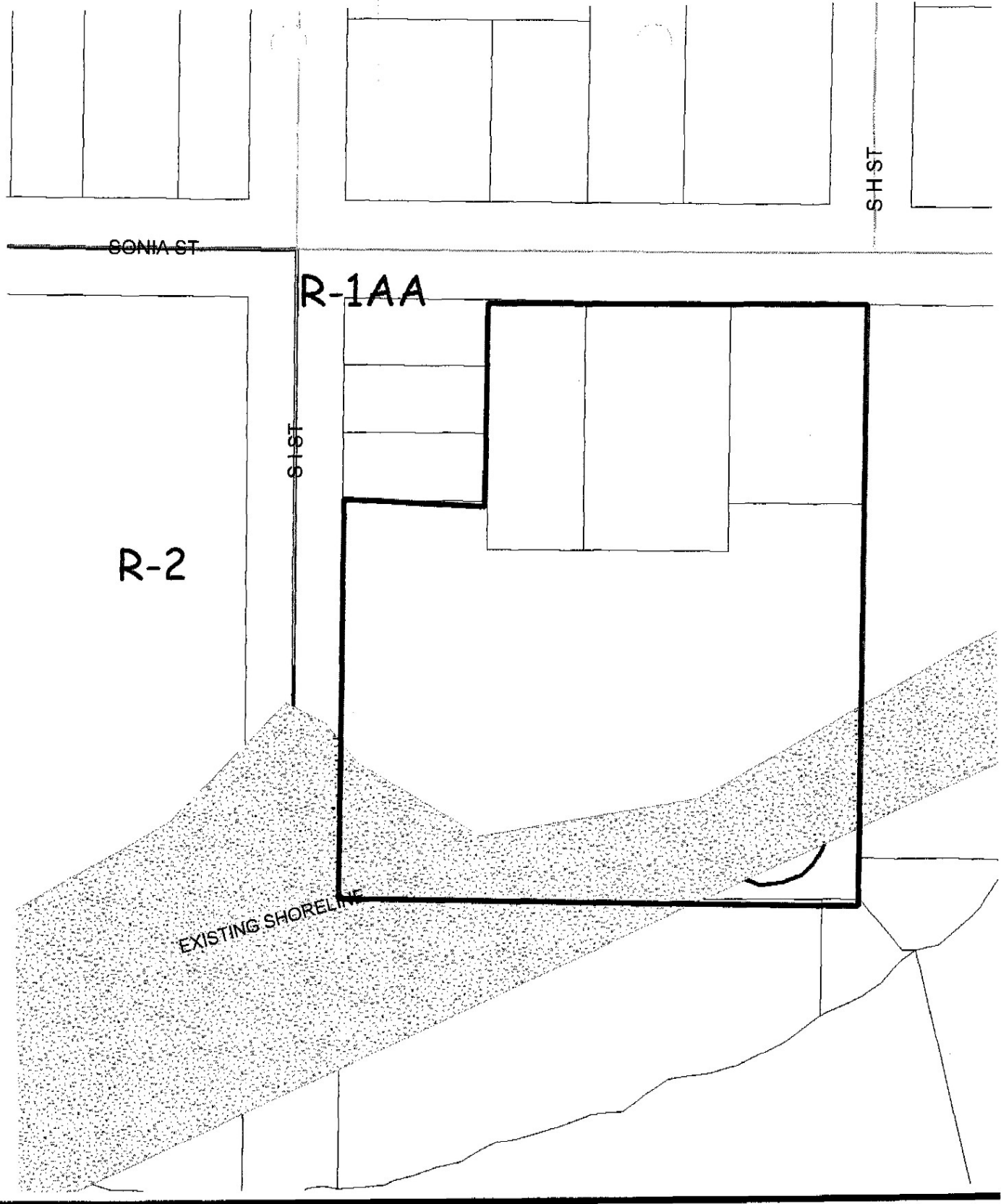
Mayor

Attest:

Charles L. Burnett
City Clerk

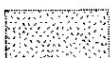
Legal in form and valid if
enacted:

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

File #: 21-20

City Council

5/28/2020

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 adopt Proposed Ordinance No. 21-20 on second 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

April 23, 2020 - City Council voted to approve Proposed Ordinance No. 21-20 on first reading.

490

FUNDING:

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.

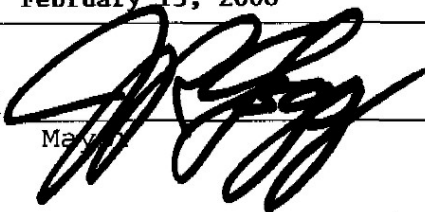
(b) Notwithstanding subsection (a) of this section, the Zoning Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to that portion of the property described in subsection (a) which lies within the coastal high-hazard area as designated, and as redesignated 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.

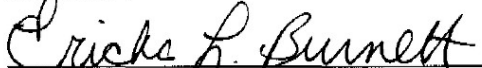
SECTION 3. This ordinance shall take effect immediately upon its passage by the City Council.

Passed: February 13, 2008

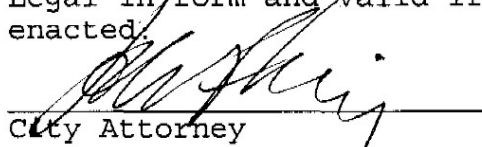
Approved: 

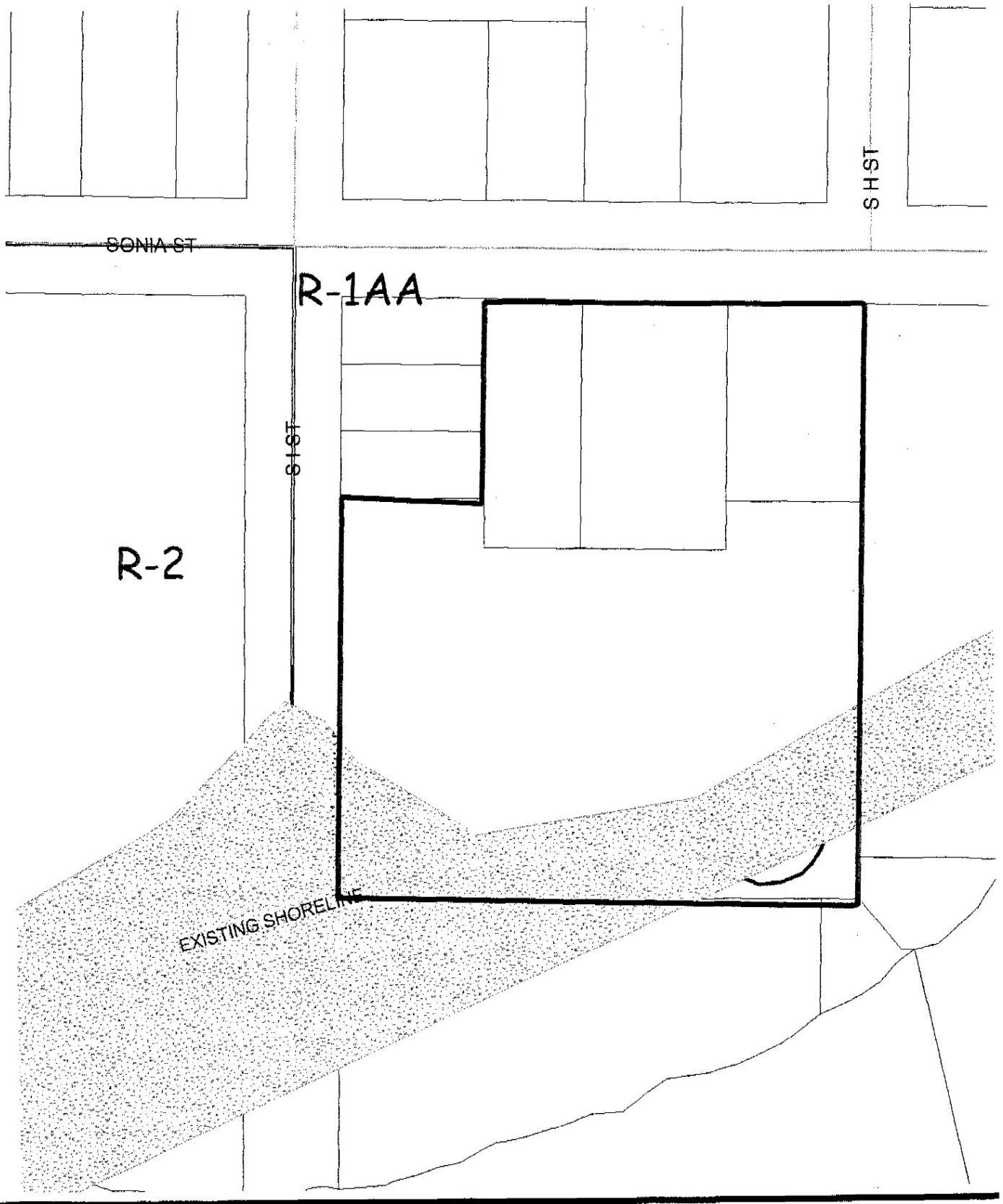
Mayor

Attest:


City Clerk

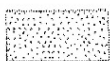
Legal in form and valid if
enacted.


City Attorney



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

File #: 20-00139

City Council

5/28/2020

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.

Prior to any traffic calming devices being installed a traffic study has to be completed and in order for the device to be installed, it has to fall within a certain percentile (75%) I believe. So that, as an example, if the average speeds are 6 mph over, a location would be eligible for a device...under six, it would not). The \$150 fee, is not a fee that goes to the City but rather is used to pay an agreed upon price to a 3rd party, unbiased vendor, to conduct the traffic study (the study is done for 24-hrs on a day identified by the requestor as the most problematic). If the location is deemed eligible for a device, then the signatures of neighbors are required. If a location does not meet the criteria for a device, no signatures would be required.

If the \$150 processing fee is removed, another funding source would need to be located for the payment of the traffic study.

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
- 3) Traffic Calming Device Process Legal Opinion

501

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 85th 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

--	--

Address _____

Signature	Name Print	Address
-----------	------------	---------


Signature	Name Print	Address
-----------	------------	---------

[illegible]



MEMORANDUM

To: Mayor Grover Robinson, IV
Councilmember Sherri Myers

From: Susan A. Woolf, City Attorney 

Cc: Council President Jewel Cannada-Wynn
Council Vice President Jared Moore
Councilmember P.C. Wu
Councilmember Andy Terhaar
Councilmember John Jerralds
Councilmember Ann Hill
Keith Wilkins, City Administrator
Kerrith Fiddler, Assistant City Administrator
Don Kraher, Council Executive

Date: May 14, 2020

Re: Traffic calming measures policy and fee

Issues:

This memorandum addresses issues that have arisen concerning speed bumps, signs, and other traffic calming devices near the park on Fairchild Street. The questions I have been asked are:

- (1) Does the policy of the City regarding traffic calming devices have to be approved by City Council?
- (2) Does the fee charged (\$150) for consideration of an application for installation of a traffic calming device have to be approved by City Council?

Answers and Analysis:

- (1) No
- (2) Based on my understanding of the reason for the \$150.00 fee, it does not have to go before City Council for approval.

I have been informed that the Public Works department adopted a policy about 6 years ago to address requests by citizens for installation of traffic calming devices in their neighborhoods. A copy of that policy, which is incorporated in the application itself, is

attached. The policy replaced earlier policies dating back to the 1990s that were in place concerning installation of these devices.

The City Charter provides that the City Administrator is responsible for the daily operations of the City. (Section 5.02, City Charter). Further, the City Council has designated the Mayor and the Traffic Engineer, if one is employed by the City, to be responsible for signage, markers, traffic control devices, parking areas, and the general operations of traffic on city streets. (Sections 11-2-2(a) and 11-2-3(b), City Code).¹

The policy adopted and stated in the traffic calming application serves several purposes: (1) it creates a clearly stated application process; (2) it provides an objective measure for when a traffic calming device, specifically a speed bump, will be installed; (3) it requires a general consensus from the neighborhood that a speed bump is appropriate since people have differing views about whether a speed bump is beneficial to a neighborhood; and (4) it provides for an application fee that is paid by the person(s) seeking the speed bump rather than paid generally by all city taxpayers.

Further, it is my understanding that the \$150.00 application fee charged for the application is a pass-through amount paid to the outside vendor that conducts the required traffic study. The City does not retain any portion of the fee. Thus the fee amount has been set in accordance with the negotiated and agreed to cost charged by the third-party vendor for the traffic study and is not an administrative fee, tax, assessment, or other monetary charge that typically requires City Council approval.

¹ Section 11-2-2(a), Duties and powers of mayor, states in relevant part:

“.... The mayor shall further have the power and he is hereby authorized to cause all such necessary signs or markers to be erected or placed on any street or part of a street when he deems such action necessary. It shall also be the general duty of the mayor to determine the installations and proper timing and maintenance of traffic-control devices....”

Section 11-2-3(b), Duties and powers of traffic engineer, states in relevant part:

“It is the general duty of the transportation engineer, or the mayor, if no transportation engineer is appointed, to plan and determine the installation and proper timing and maintenance of traffic-control devices; to plan and direct the operation of traffic on the streets of this municipality, including parking areas; to conduct investigations of traffic conditions; to cooperate with other municipal and state officials and make recommendations for the improvement of traffic movement and conditions, including improvements in streets; and to carry out the additional powers and duties imposed by ordinances of this municipality or as directed by the mayor.”

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 roadways.

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 85th percentile speed on the roadway which traffic calming devices are requested must be 5 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 or 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 month. 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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00250

City Council

5/28/2020

DISCUSSION ITEM

SUBJECT:

QUARTERLY FINANCIAL REPORT - SIX MONTHS ENDING MARCH 31, 2020 (UNAUDITED) -
FINANCE DIRECTOR AMY LOVOY

ATTACHMENTS:

- 1) Financial Report - Six Months Ending March 31, 2020 (Unaudited)
- 2) Financial Report Presentation - Six Months Ending March 31, 2020 (Unaudited)

PRESENTATION: Yes

FINANCIAL REPORT SIX MONTHS ENDING MARCH 31, 2020

These statements are unaudited and are not the official financial statements of the City but rather are a review of the progress to date each quarter as it relates to the budget. The official financial statements of the City are included in the Comprehensive Annual Financial Report (CAFR) and will be presented to the City Council in the first quarter of each calendar year following the end of each fiscal year (September 30th).

Attached are financial schedules setting forth the status of the major General Government, Special Revenue, Capital Projects and Proprietary Funds for the City of Pensacola for the six months ending March 31, 2020. The financial schedules compare actual results for the six-month period against the City's budget and against comparable percentages of a year ago. Such comparisons are useful in projecting potential problem areas, allowing management to take early corrective action. The City's debt service and investment schedules are also attached for Council's review.

As reported to Council in the first quarter report, growth in the economy continues. Both Half-Cent Sales Tax and Local Option Sales Tax revenues continue to show growth from FY 2018 to FY 2019. Half-Cent Sales Tax revenue increased 5.23% and Local Option Sales Tax revenue increased by 4.43% from FY 2018 to FY 2019. In addition, Ad Valorem Taxable Valuations continue to show positive growth. While these are positive indicators, both revenues and expenditures continue to be closely monitored to assure a balanced budget. Additionally, with the recent developments of the COVID-19 Pandemic, it is possible that revenues may turn downward by fiscal year end. Particularly, within the Half-Cent Sales Tax, the Local Option Sales Tax and the Local Option Gasoline Tax revenues due to less spending by consumers and less driving due to people working via telecommuting. Additionally, the Airport is seeing significant reductions in revenues and is currently working on a plan to address those reductions. Staff will continue to monitor and adjust expenses as necessary. A Supplemental Budget Resolution may be brought before City Council in the future to address significant reductions that might occur, if necessary. Expenditures in total are in line with budgeted projections. Significant variances from the current approved budget are noted in the individual fund narrative below.

The Investment Section of this financial report provides a comparison of interest rates for FY 2019 to FY 2020. By fiscal year end, Interest Income in the various funds is not anticipated to meet budget due to lower than anticipated interest rates resulting from the COVID-19 Pandemic.

The Legal Services and Fees of this financial report provides a listing of legal services and fees paid through the second quarter of FY 2020.

Contracts and Expenditures over \$25,000 approved by the Mayor have been included in this report with the changing of how the monthly information is being provided to City Council.

General Fund:

In total, General Fund revenues exceeded budget through the second quarter and are mainly attributed to revenues from Property Tax, Local Business Tax and the transfer from Pensacola Energy. Through the second quarter total Franchise Fees and Public Service Tax

revenues exceeded budget by 2.52% or \$175,100. Half-Cent Sales Tax revenues were below budget by \$27,500 or 1.32%. Communication Services Tax revenue exceeded budget by \$42,900 or 3.34% and Municipal Revenue Sharing revenue also exceeded budget by \$26,700 or 2.33%.

Until the end of the COVID-19 Pandemic, it is not known whether revenues will meet budget by fiscal year end. Staff will continue to monitor revenue and expenditures. Should adjustments be necessary, a Supplemental Budget Resolution will be brought before City Council to ensure a balanced budget.

Special Permits within Planning Services have exceeded budget by fiscal year with the reassignment of the zoning plan review from Inspections Services to Planning Services.

Previously it was mentioned that Parks and Recreation was working on a new methodology to collect Boat Launch Fees. However, that has been delayed and is not anticipated to be implemented until January 1, 2021. Additionally, with the COVID-19 Pandemic, no tickets are being written at the boat launches in an effort to slow the spread of the virus. Annual passes are being issued, however revenue for Boat Launch Fees are not anticipated to meet budget by fiscal year end.

The revenues collected from the Escambia School Board for the School Resources Officer's program will also not meet budget by fiscal year end. With the closure of the schools due to the COVID-19 Pandemic, those officers have been reassigned to other areas.

The transfer from the General Fund to the Stormwater Capital Projects Fund appears to be within budget. Since the Stormwater Utility Fee is on the Property Tax bill, the receipts coincide with the Property Tax Revenues.

Expenditures through the second quarter were within budget. All General Fund capital equipment has been funded in Local Option Sales Tax Series IV, therefore the only savings that can be realized are in operating and personal services.

Tree Planting Trust Fund

The Tree Planting Trust Fund revenue and expenditures are recorded in the General Fund. Through the second quarter the "Tree Planting Trust Fund" account contributions plus interest income equaled \$29,700 and there were no expenditures or encumbrances.

At the November 14, 2019 City Council Meeting, a resolution was adopted by City Council to appropriate \$100,000 within the Tree Planting Trust Fund for the implementation of the Tree Planting and Management Plan.

A schedule has been added to the quarterly financial report providing the revenues received through the second quarter of FY 2020 along with the address of the property, the district the property is within, the amount received and the reason for the removal of the tree. This has not changed since the first quarter report.

The unencumbered balance in the "Tree Planting Trust Fund" at the end of the second quarter was \$525,152.

Park Purchases Trust Fund

The Park Purchases Fund revenue and expenditures are recorded in the General Fund. Through the second quarter the “Park Purchases Fund” account contributions and interest income equaled \$882 and there were no expenditures or encumbrances.

The unencumbered balance in the “Park Purchases Fund” at the end of the second quarter was \$110,077.

Housing Initiatives Fund/Inner City Housing Initiatives Fund

The Housing Initiatives Fund is dedicated to receive specified funds to supplement existing and future adopted Housing Program Initiatives. This initiative moves City-owned surplus properties back into productive use through the development and sale of surplus properties. The proceeds from those sales can be dedicated to expanding existing homeowner assistance programs. These funds have been recorded in the General Fund as the “Housing Initiatives Fund”.

For the second quarter of FY 2020 the “Housing Initiatives Fund” account contributions and interest income equaled \$400 and the expenditures totaled \$9,300. The total balance in the “Housing Initiatives Fund” at the end of the second quarter was \$42,880.

The “Inner City Housing Initiatives Fund” account contributions and interest income equaled \$3,600 and there were no expenditures during the second quarter of FY 2020. The total balance in the “Inner City Housing Initiatives Fund” at the end of the second quarter was \$452,938.

Local Option Gasoline Tax Fund:

Local Option Gasoline Tax revenues were \$9,800 or 1.74% below budgeted levels through the second quarter of FY 2020. As previously mentioned, with the closure of businesses and workers telecommuting, there are less drivers on the road meaning less gasoline being purchased. The Local Option Gasoline Tax is based on the number of gallons sold. Therefore, Local Option Gasoline Tax revenues may not meet budget by fiscal year end. Fund expenditures will not exceed revenues for the fiscal year. Adjustments may be necessary by fiscal year end.

Stormwater Utility Fund:

Total utility fee revenue of \$2,093,200 represents 76.53% of budgeted revenue for the fiscal year.

Fund expenditures are consistent with budget for the second quarter.

Municipal Golf Course Fund:

The Golf Course expenditures (including total City sponsored pension costs) exceeded revenues by \$137,400 before the General Fund subsidy of \$125,000 at the end of the second quarter. When compared to FY 2019 through the second quarter, revenue for this fiscal year is \$21,700 above prior year second quarter revenues. This increase in revenues is mainly due to the good weather and essential services provided at Osceola.

October through March of fiscal year 2019, 9,325 rounds were played with 2,420 driving range usage and for the same period this fiscal year 9,586 rounds were played with 2,571 driving range usage, an increase of 261 rounds and an increase of 151 in driving range usage. Staff continues to advertise the golf course through local media outlets as well as keeping the golf course's website updated. Staff also continues to monitor revenues and implement various marketing strategies as appropriate.

Concession payments from Fusion Grill, Inc. are current through the second quarter of FY 2020.

Expenditures at the Golf Course are consistent with the adopted FY 2020 budget.

Inspection Services Fund:

In total, Expenditures (including total City sponsored pension costs) exceeded revenues by \$28,000. When compared to FY 2019, revenues for this fiscal year exceeded prior year through the second quarter by \$79,100. The need for additional housing within the City has spurred a surge in development which led to an increase in permits and an overall growth in revenue over the last quarter. Additionally, the construction industry has not been impacted by the COVID-19 Pandemic like the service and restaurant industry. Revenues are anticipated to meet or exceed budget by fiscal year end.

Expenditures for Inspection Services were consistent with budget.

Roger Scott Tennis Center:

The City has a three-year contract effective January 1, 2018 with Gulf Coast Tennis Group, LLC for the operation and management of the Roger Scott Tennis Center. As part of the contract, the City receives a minimum annual guaranteed revenue of \$125,000, which is estimated to fund the City's cost of operations. Through the second quarter, revenue exceeded expenditures by \$14,400. While revenues are guaranteed through the agreement with the Gulf Coast Tennis Group, LLC, the activity at the Roger Scott Tennis Center has declined due to the COVID-19 Pandemic. As the City begins to return to business, participation should begin to increase. Expenditures are not anticipated to exceed budget by fiscal year end.

Below is a comparison of the activity at Roger Scott Tennis Center between FY's 2019 and 2020 for the first six months.

	<u>2ND QTR FY 2019</u>	<u>2ND QTR FY 2020</u>	<u>DIFF</u>
Daily Participants			
Hard Courts	727	705	(22)
All Courts (Includes Clay Courts)	1,458	1,565	107
Sub-Total	<u>2,185</u>	<u>2,270</u>	<u>85</u>
Playing Members	11,440	11,655	215
Sub-Total	<u>13,625</u>	<u>13,925</u>	<u>300</u>
Instructional Students	14,896	14,348	(548)
Rentals/Special Events/Programs	8,477	6,427	(2,050)
Total Players	<u>36,998</u>	<u>34,700</u>	<u>(2,298)</u>

Community Maritime Park Management Services Fund:

By the end of the second quarter of FY 2020, Park Operations expenditures (including total City sponsored pension costs) exceeded revenues by \$366,100 (excluding Renewal & Replacement). Expenditures will continue to exceed revenues until the fourth quarter of the fiscal year when the majority of the revenues generated at the Community Maritime Park are received or accrued. When compared to FY 2019, revenue for this fiscal year is \$27,500 more than the prior year through the second quarter. The Community Maritime Park is another area that has been impacted by the COVID-19 Pandemic. There have been no activities at the park and baseball has been postponed indefinitely. Once a determination has been made when the regular season will begin and when activities at the park can resume, a better determination can be made regarding the revenues anticipated for the remainder of the fiscal year.

Expenditures were consistent with budget.

Local Option Sales Tax Fund:

Through the second quarter revenues were below budget by \$104,200 or 2.76% mainly due to the COVID-19 Pandemic. Expenditures in total were consistent with budget through the second quarter. Once the final impact is known of the COVID-19 Pandemic to the Local Option Sales Tax revenues, projects may need to be adjusted to address the revenue shortfall, should it appear to impact the life of the Local Option Sales Tax Series IV plan.

All bond eligible expenses have been accounted for separately. An extension of the Local Option Sales Tax was approved in November 2014 and began January 1, 2018. It will expire on December 31, 2028. This is the fourth series of the Local Option Sales Tax. However, on October 18, 2017, the City issued the \$25 million Infrastructure Sales Surtax Revenue bond, Series 2017 in order to fund projects identified in the LOST IV Plan.

It is anticipated that a draw upon the City's pooled cash to cover cash shortfalls in the fund will occur. This is projected to be necessary through the end of the life of the LOST IV Series. Also, fund balance may be negative based on anticipated project completion dates.

Stormwater Capital Projects Fund:

The \$2,093,200 transfer from the General Fund to the Stormwater Capital Projects Fund equaled the revenue fee collection in the Stormwater Utility Fund. Expenditures through the second quarter were within budget.

Gas Utility Fund:

Appropriated fund balance in the amount of \$1,957,700 and operating revenue exceeded gas operating expenses and encumbrances (including total City sponsored pension costs) by \$2,097,300 through the second quarter.

Revenues through the second quarter of FY 2020 were below revenues through the second quarter FY 2019 by \$2,418,500 mainly due to warmer weather and the reduction in gas costs. Current projected revenues for FY 2020 are anticipated to be below budget.

Pensacola Energy utilizes recovery mechanisms for Weather Normalization Adjustment (WNA), Purchase Gas Adjustment (PGA) from the warm winter and an additional 10¢ in the Purchase Gas Adjustment (PGA) calculation to restore the Pensacola Energy reserve. At the end of the second quarter, \$1,025,200 was collected.

As reflected in the rate study and in accordance with the plan that Pensacola Energy submitted to the state Public Service Commission for the replacement of cast iron and steel pipes, the Infrastructure Cost Recovery began in FY 2013. This fee is charged for expenses that were made in the prior fiscal year. For the second quarter of FY 2020, \$2,064,600 has been received from Infrastructure Cost Recovery Revenue.

In total, expenses for the Gas Utility Fund were consistent with budget through the second quarter.

Sanitation Fund:

In total, appropriated fund balance in the amount of \$1,554,300 and operating revenue were below expenses and encumbrances (including total City sponsored pension costs) by \$523,700 through the second quarter. Sanitation Fund revenues for FY 2020 were \$106,400 above the FY 2019 revenues for the same time period.

In total, Sanitation expenses through the second quarter were consistent with budget.

Port Fund:

Through the second quarter Port appropriated fund balance of \$187,400 and operating revenue exceeded operating expenses and encumbrances (including total City sponsored pension costs) by \$280,800. Operating revenues for FY 2020 exceeded the FY 2019 operating revenues for the first six months by \$377,200. The majority of this increase is due to increases in Wharfage, Dockage, Storage, Security Fees and Interior Lighting revenue. These increases can be attributed to the Port Tariff rate revisions that went into effect in February which included increases in dockage rates and security fees, and the increased imports of wind generator component feedstocks for the local plant of GE which has resulted in double utilization of the Port of Pensacola.

Port expenses, in total, were at budget and are \$197,500 more than FY 2019 expenses for the same time period. Revenues and expenses continue to be closely monitored. This is due to the increased activity at the Port.

All Port lease payments have been paid and are current with the exception of Pensacola Stevedoring, Inc, International Paper Company, LA Carriers, LLC, Devall Towing & Boat Services, Permawood, LLC, Southern Grain Company, Michael Dicks, Drury Land & Marine, Atlantic Meridian Contracting, and Marine Consortium Lumcom with past due amounts totaling \$24,911.09. Port Staff is currently working with the companies to bring their accounts current with the exception of Southern Grain Company which has been dissolved.

Airport Fund:

Appropriated fund balance of \$7.7 million and operating revenue exceeded operating expenses and encumbrances (including total City sponsored pension costs) by \$7 million through the second quarter. Passenger traffic at Pensacola International Airport increased by

7.36% when compared to the second quarter of FY 2019. This increase in passenger traffic is due, in part, to improved general economic conditions. Overall Airport operating revenues exceeded the second quarter FY 2019 operating revenue by \$611,900. Airline Revenues exceeded prior year by \$456,200 and Non-Airline Revenues exceeded the prior year by \$155,700. The increase in Airline Revenues is mainly attributed to, Cargo Landing Fees, Cargo Apron Area Rental Fees, Baggage Handling System, RON Ramp Fees, and Airline Rentals, which total \$484,200 and are offset by a decrease of \$28,000 in Loading Bridge Fees, Air Carrier Landing Fees, and Apron Area Rental Fees, for this fiscal year compared to the prior fiscal year. Signatory Air Carrier Landing fees are currently \$0.48 per 1,000 lbs. as compared to last fiscal year when the charge was \$0.56 per 1,000 lbs. All Air Carrier Landing Fees are recalculated annually. The bulk of the Non-Airline Revenue increase is from Interest Income. Revenue collected from Parking Lot was below the prior fiscal year by \$164,600 and combined revenue from Rental Cars, and Rental Car Facility Charge were \$53,300 over the prior year.

At the very end of the second quarter, the transportation industry was beginning to see the first effects of the COVID-19 pandemic, with passenger traffic dropping significantly in the last half of the month. Airport Management continues to review the situation as it progresses, taking appropriate budgetary action.

It should be noted, that the Airport's agreement with the airlines provides for the airlines to fund any shortfall, excluding incentives, should they occur. City Council has approved new airline agreements establishing the business strategy and rate making formula for the Pensacola International Airport. These five-year agreements use an industry-standard structure to allow the Airport to continue to maintain full financial self-sufficiency with no reliance on the City's General Fund.

Expenses for the second quarter were consistent with budget.

Insurance Retention Fund / Central Services Fund:

These funds are categorized as internal service funds. They provide a service to the City's other operating funds. Revenues and expenses in these funds were consistent with budgeted levels.

Investment Schedule / Debt Service Schedule:

Also provided for information is a listing of City investments and a listing of the City's various debt issues.

The weighted interest rates received on investments during the second quarter of the last three fiscal years are as follows:

	<u>FY 2020</u>	<u>FY 2019</u>	<u>FY 2018</u>
January	1.69%	1.83%	0.94%
February	1.27%	2.22%	1.19%
March	1.46%	2.18%	1.20%

Legal Costs Schedule:

A schedule of legal costs paid to attorneys and/or firms who have provided services to the City has also been included in the quarterly report. This schedule lists the payee, the amount paid and the nature of the services provided to the City.

Contracts/Expenditures Over \$25,000:

With the changing of the monthly financial report being provided by the Council's Budget Analyst, the schedule of contracts and expenditures over \$25,000 approved by the Mayor have been included for the months of February and March. The January information was provided to Council at the CFO's last monthly presentation for January.

Financial Report

City of Pensacola

2nd Quarter Financial Statement

Six Months Ending March 31, 2020

FY 2020 Issues

- Growth in the Economy Continues
- Half-Cent Sales Tax & Local Option Sales Tax
 - Growth from FYE 2018 to FYE 2019
 - Half-Cent Sales Tax increased by **5.23%**
 - Local Option Sales Tax increased by **4.43%**
- Ad Valorem Taxable Valuations
 - Positive Growth
- COVID-19 Possible Revenues May Turn Downward
- Expenditures in total, in line with Budgeted Projections
- Interest Rates
- Legal Services and Fees
- Contracts & Expenditures over \$25,000 Approved by Mayor

General Fund

- In Total, Revenues Exceeded Budget
 - Attributed to Property Tax, Local Business Tax Revenues & Transfer from Pensacola Energy
 - Franchise Fees & Public Service Tax – **+\$175,100** or **2.52%**
 - Half-Cent Sales Tax – **- \$27,500** or **1.32%**
 - Communication Services Tax – **+\$42,900** or **3.34%**
 - Municipal Revenue Sharing – **+\$26,700** or **2.33%**

General Fund

- In Total, Revenues Exceeded Budget
 - until end of COVID-19 Pandemic Revenues are unknown to Meet Budget by FYE
- Special Permits within Planning Services Have Exceeded Budget
- Parks and Recreation Boat Launch Fees delayed
 - due to COVID-19, not anticipated to meet Budget at FYE
- Revenues for Escambia School Board for the School Resources Officer's program will not meet
- General Fund Transfer to Stormwater Capital Projects are Projected to be Within Budget at FYE
- Second Quarter Expenditures, In Total, Within Budget

Tree Planting Trust Fund

- Revenue and Expenditures Recorded in General Fund
 - Total Contributions Plus Interest Income - \$29,700
 - Expenditures/Encumbrances - \$0
 - Resolution was Adopted by City Council to move \$100,000 for implementation of the Tree Planting and Management Plan on November 14, 2019.
 - End of Second Quarter Unencumbered Balance - \$525,152.

Park Purchases Trust Fund

- Revenue and Expenditures Recorded in General Fund
 - Total Contributions Plus Interest Income - \$882
 - Expenditures/Encumbrances - \$0
 - End of Second Quarter Unencumbered Balance - \$110,077

Housing Initiatives Fund/Inner City Housing Initiatives Fund

- Revenue and Expenditures Recorded in General Fund
 - Pensacola Inner City Community Redevelopment Area
 - City Council Allocated funds August 10, 2017 - \$440,000
 - Second Quarter “Inner City Housing Initiatives Fund”
Total Contributions - \$3,600
 - “Inner City Housing Initiatives Fund”
Expenditures/Encumbrances - \$0
 - End of Second Quarter Unencumbered Balance for ““Inner City Housing Initiatives Fund” - \$452,938

Housing Initiatives Fund/Inner City Housing Initiatives Fund

- Second Quarter “Housing Initiatives Fund” Total Contributions - \$400
- “Housing Initiatives Fund” Expenditures/Encumbrances - \$9,300
- End of Second Quarter Unencumbered Balance for “Housing Initiatives Fund” - \$42,880

Special Revenue Funds

- Local Option Gasoline Tax Fund
 - Revenue was \$9,800 or 1.74% below Budget for 2nd Quarter
 - Local Option Gasoline Tax Revenues may not meet Budget by FYE

Special Revenue Funds

- Stormwater Utility Fund
 - Revenue of \$2,093,200 Represents 76.53% of Budget
 - Expenditures are Consistent with Budget for 2nd Quarter

Special Revenue Funds

- Municipal Golf Course Fund
 - Expenditures Exceeded Revenue by **\$137,400** Before General Fund Subsidy (\$125,000)
 - **\$21,700** above FY 2018 2nd Quarter Revenues
 - Increase in Revenue Due to Good Weather and Essential Services Provided by Osceola

Special Revenue Funds

- Municipal Golf Course Fund
 - 9,586 Rounds played in 2nd Quarter of FY 2020 – an Increase of **261** Rounds from FY 2019
 - 2,571 of Driving Range usage in 2nd Quarter of FY 2020 – an Increase of **151** Driving Range usage from FY 2019
 - Concession payments are current through the 2nd quarter of FY 2020
 - Expenditures Consistent with Budget

Special Revenue Funds

- Inspection Services Fund
 - In total, Expenditures Exceeded Revenues By **\$28,000**
 - Revenues **\$79,100** more than Prior Year
 - COVID-19 Pandemic has not Impacted the Construction Industry
 - Expenditures Were Consistent With Budget

Special Revenue Funds

■ Roger Scott Tennis Center

- Revenues exceeded expenditures by **\$14,400**
- Revenues Declined due to COVID-19 Pandemic
- Expenditures Not Anticipated to Exceed Budget
- Three-year contract with Gulf Coast Tennis Group, LLC for the Operation & Management of Roger Scott Tennis Center
- Effective January 1, 2018
 - City receives minimum annual guaranteed revenue of \$125,000
 - Estimated to fund City's cost of Operations

Special Revenue Funds

- Community Maritime Park Management Services Fund
 - Expenditures Exceeded revenues by **\$366,100**
 - Expenditures will continue to exceed revenues until fourth quarter
 - Revenues **\$27,500** more than Prior Year
 - Also Impacted by COVID-19 Pandemic
 - No Activities at Park and Baseball Postponed Indefinitely
 - Expenses Consistent with Budget

Capital Projects Funds

- Local Option Sales Tax Fund
 - Revenues were Below Budget by **-\$104,200** or **2.76%** Down
 - Mainly due to COVID-19 Pandemic
 - Expenditures in Total, Consistent with Budget
 - Extension of Local Option Sales Tax (Through 12/31/2028)
 - Anticipated that a draw upon City's Pooled cash will Occur.

Capital Projects Funds

- Stormwater Capital Projects Fund
 - General Fund Transfer Equaled Collection - \$2,093,200
 - Expenditures Within Budget

Enterprise Funds

■ Gas Utility Fund

- Fund Balance and Revenue Exceed Expenses and Encumbrances by **\$2,097,300**
 - Capital Outlay, Debt Service & Transfer Expenditures
- Second Quarter FY20 Revenues were Below FY19 Revenues
 - Decrease Due to Warmer Weather and the Reduction in gas costs
- Additional \$0.10 per Ccf - \$1,025,200
- Infrastructure Cost Recovery Fee - \$2,064,600
- In total, Expenses Consistent with Budget

Enterprise Funds

■ Sanitation Fund

- Fund Balance and Operating Revenue were Below Operating Expenses and Encumbrances by **\$523,700**
- Fund Revenues were **\$106,400** above FY 19 Revenues
- Expenses Consistent with Budget

Enterprise Funds

■ Port of Pensacola

- Fund Balance and Revenues Exceeded Expenses and Encumbrances by **\$280,800**
- Revenues exceeded FY 19 Revenues By **\$377,200**
 - Increase in Wharfage, Dockage, Storage, Security Fees and Interior Lighting
 - Increase in Port Tariff Rate
 - GE doubled Utilization of the Port
- Expenses, In Total, were at Budget
 - Due to Increased Activity at the Port
 - Expenses **\$197,500** more than FY 2019 for same time period

Enterprise Funds

■ Port of Pensacola

• Port Lease Payments Are Current With the Following Exceptions:

- Pensacola Stevedoring, Inc – 2 Months - \$6,644.78
- International Paper Company – 4 Months - \$2,941.56
- LA Carriers, LLC – 1 Month - \$1,348.29
- Devall Towing & Boat Services – 1 Month - \$3,841.86
- Permawood – 4 Months - \$2,000.00 , 3 Months - \$600,
2 Months - \$600, 1 Month - \$600
- Southern Grain Company – 6 Months - \$3,060.00
- Michael Dicks – 4 Months - \$256 , 3 Months - \$401.25,
2 Months - \$401.25, 1 Month - \$401.25
- Drury Land & Marine – 4 Months - \$367.39
- Atlantic Meridian Contracting – 1 Month - \$543.59
- Marine Cosortium Lumcom – 1 Month - \$903.87

Enterprise Funds

■ Airport Fund

- Fund Balance and Revenue Exceeded Expenses and Encumbrances by **\$7 Million**
- Passenger Traffic Increased by 7.36% Compared to Second Quarter of FY 2019
- Airport Revenues were **\$611,900** above FY 2019
 - Airline Revenues **\$456,200** above prior fiscal year
 - Non-Airline Revenues Exceeded prior fiscal year by **\$155,700**
 - Combined Revenue from Rental Cars and Rental Car Facility Charge Exceeded prior year fiscal year by **\$53,300**
 - Parking Lot Revenue was **\$164,600** below prior year
- Expenses Consistent with Budget
- Transportation Industry Beginning to see first effects of COVID-19 Pandemic
 - Passenger Traffic Dropping

Internal Service Funds

- Insurance Retention Fund/Central Services Fund

- Provide Services To the City's Other Operating Funds
- Revenues and Expenses Consistent With Budgeted Levels

Investment and Debt Service Schedules

- Provided For Information
 - Listing of City Investments
 - Listing of City's Debt Issues
 - Interest Rates

Legal Costs Schedule

- Schedule of legal costs paid to attorneys and/or firms who have provided services to the City

Legal Costs Schedule

CITY OF PENSACOLA
SCHEDULE OF LEGAL COSTS
March 31, 2020
(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
ALLEN NORTON & BLUE P A	\$11,583.62	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	2,802.50	Contract and Real Estate Law
BEGGS & LANE	132,967.22	Airport VT Mobile Aerospace Engineering Project
BRYANT MILLER OLIVE PA	4,526.03	Bond Counsel
CARLTON FIELDS JORDEN BURT	37,454.39	Environmental and Real Estate
GRAY ROBINSON PA	18,593.70	Fee, Tax and Pension Plan Compliance
GUNSTER YOAKLEY & STEWART PA	999.30	Natural Gas Matters
MCCARTER & ENGLISH LLP	5,811.71	Natural Gas Industry
NABORS GIBLIN & NICKERSON P A	3,550.75	Annual Stormwater Assessment Program
PLAUCHE MASELLI PARKERSON LLP	380.00	Utility Litigation
QUINTAIROS PRIETO WOOD & BOYER PA	1,830.00	Workers Compensation and Liability Claims
RAY, JR LOUIS F	14,355.00	Code Enforcement Special Magistrate
RODERIC G. MAGIE, PA	28,399.73	Workers Compensation Claims
SNIFFEN & SPELLMAN PA	42,280.28	Police Liability Claims
WILSON HARRELL & FARRINGTON PA	34,657.10	Claims and Litigation
REPORT TOTAL	<u>\$340,191.33</u>	

Financial Report

City of Pensacola

2nd Quarter Financial Statement

Six Months Ending March 31, 2020