



# City of Pensacola

## Agenda Conference

### Agenda

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Monday, March 20, 2023, 3:30 PM

Council Chambers, 1st Floor

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The meeting can be watched via live stream at [cityofpensacola.com/video](https://cityofpensacola.com/video).

#### ROLL CALL

#### PRESENTATION ITEMS

1. [23-00262](#) PRESENTATION: VETERANS MEMORIAL PARK FOUNDATION - STATE OF THE PARK - 2022 REPORT  
*Recommendation:* That City Council receive a presentation from the Veterans Memorial Park Foundation providing the State of the Park Report for 2022.  
*Sponsors:* Delarian Wiggins  
*Attachments:* [VMP - State of the Park Report 2022 - Executive Summary](#)
2. [23-00264](#) PRESENTATION - VISIT PENSACOLA - PRESIDENT & CEO DARIEN SCHAEFER  
*Recommendation:* That City Council receive a presentation from President & CEO Darien Schaefer of Visit Pensacola  
*Sponsors:* Charles Bare

#### REVIEW OF CONSENT AGENDA ITEMS

3.     [23-00152](#)     SELECTION OF PROFESSIONAL ENGINEERING SERVICES  
CONSULTANT CPH, LLC FOR RFQ #23-001, DESIGN OF WEST MAIN  
STREET CORRIDOR IMPROVEMENTS PROJECT.

**Recommendation:**     That City Council authorize the Mayor to negotiate a contract with CPH, LLC for Professional Engineering Services for design of the West Main Street Corridor Improvements Project, requested through RFQ #23-001. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract, consistent with contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

**Sponsors:**             D.C. Reeves

**Attachments:**         [Tabulations of Qualifications](#)  
[Selection Committee Evaluation](#)  
[Final Vendor Reference List](#)  
[LAP Agreement](#)

4.     [23-00170](#)     APPOINTMENT TO THE BOARD OF TRUSTEES POLICE OFFICERS'  
RETIREMENT FUND

**Recommendation:**     That City Council ratify the appointment of Rodney Randle as the fifth member trustee of the Police Officers' Retirement Fund.

**Sponsors:**             D.C. Reeves

5.     [23-00171](#)     APPOINTMENT TO THE BOARD OF TRUSTEES FIREFIGHTERS'  
RELIEF AND PENSION FUND

**Recommendation:**     That City Council ratify the reappointment of Charles Good, Jr. as the fifth member trustee of the Firefighters' Relief and Pension Fund.

**Sponsors:**             D.C. Reeves

6.     [23-00212](#)     APPOINTMENTS: CONSTRUCTION BOARD OF ADJUSTMENT AND  
APPEALS

**Recommendation:**     That City Council appoint to the Construction Board of Adjustment and Appeals an electrical contractor to a three-year term expiring March 31, 2026; a general contractor to a term ending March 31, 2025; and an alternate at large member from the construction industry to a term ending March 31, 2024.

**Sponsors:**             Delarian Wiggins

**Attachments:**         [Member List](#)  
[Application of Interest - Hal Gordon](#)  
[Resume - Hal Gordon](#)  
[Application of Interest - Donald Hanto.pdf](#)  
[Application of Interest - Sean McLemore.pdf](#)  
[Ballots](#)



7.     [23-00214](#)     APPOINTMENT: WEST FLORIDA PUBLIC LIBRARY BOARD OF GOVERNANCE
- Recommendation:*     That City Council appoint one individual to the West Florida Public Library Board of Governance for a term of two (2) years expiring February 28, 2025.
- Sponsors:*             Delarian Wiggins
- Attachments:*         [Nomination Form - Kenneth Wall](#)  
                                  [Application of Interest - Kenneth Wall](#)  
                                  [Resume - Kenneth Wall](#)  
                                  [Ballot](#)
8.     [23-00216](#)     APPOINTMENTS: URBAN CORE REDEVELOPMENT BOARD
- Recommendation:*     That City Council appoint a resident, owner or operator of a business in the North Hill Area and the Gateway Area to the Urban Core Redevelopment Board for a term of three (3) years, expiring March 31, 2026.
- Sponsors:*             Delarian Wiggins
- Attachments:*         [Member List](#)  
                                  [Application of Interest - Melanie Nichols](#)  
                                  [Application of Interest - Kelly Wieczorek](#)  
                                  [Resume - Kelly Wieczorek](#)  
                                  [Ballots](#)
9.     [23-00241](#)     DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE PRESIDENT CASEY JONES - DISTRICT 3
- Recommendation:*     That City Council approve funding of \$500 for Helping Youth in Pensacola Endure (H.Y.P.E.) from the City Council Discretionary Funds for District 3.
- Sponsors:*             Casey Jones
10.    [23-00256](#)     DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5
- Recommendation:*     That City Council approve funding of \$500 for The Rosa Verde Foundation, Inc., \$500 for the Lamplighter Academic and Mentoring Programs, Inc., \$500 for the Pensacola Pen Wheels, Inc. Employ the Handicapped Council, and \$300 for the Pensacola Alumnae Chapter of Delta Sigma Theta Sorority, Inc. from the City Council Discretionary Funds for District 5.
- Sponsors:*             Teniade Broughton

## REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

**11.    [23-00213](#)    APPOINTMENTS: PARKS AND RECREATION BOARD**

**Recommendation:**   That City Council appoint two (2) individuals to the Parks and Recreation Board for a term of three (3) years expiring March 31, 2026, and appoint one individual to fill an unexpired term ending March 31, 2025.

**Sponsors:**           Delarian Wiggins

**Attachments:**       [Member List](#)  
                          [Application of Interest - Renee Borden](#)  
                          [Resume - Renee Borden](#)  
                          [Nomination Form - Kristin Brown](#)  
                          [Application of Interest - Krisitin Brown](#)  
                          [Resume - Kristin Brown](#)  
                          [Application of Interest - Amy Farrell](#)  
                          [Nomination Form - Amy Farrell](#)  
                          [Application of Interest - Leah Harrison](#)  
                          [Ballots](#)

**12.    [23-00176](#)    REQUEST FOR LICENSE TO USE RIGHT OF WAY - 36 EAST GARDEN STREET**

**Recommendation:**   That City Council approve the request for a License to Use Right of Way for improvements at 36 East Garden Street.

**Sponsors:**           D.C. Reeves

**Attachments:**       [License To Use Application - 36 E. Garden Street](#)  
                          [Planning Board Minutes February 14, 2023 DRAFT](#)  
                          [November 18, 2021 ARB Minutes](#)

13.    [23-00078](#)    AWARD OF CONTRACT AGREEMENT FOR RFP NO. 22-051 FOR COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS (CDBG-CV) HOMELESS HOUSING ACQUISITION/REHABILITATION PROJECT
- Recommendation:*    That City Council award the contract agreement for RFP No. 22-051 for Community Development Block Grant-Coronavirus (CDBG-CV) Homeless Housing Acquisition/Rehabilitation Project to Re-Entry Alliance Pensacola, Inc. in the maximum amount of \$370,501. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the contract agreement consistent with the proposal, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:*         D.C. Reeves
- Attachments:*     [Agreement between City of Pensacola and Re-Entry Alliance Pensacola](#)  
                              [Property Location Map 1551 W. Blount Street](#)  
                              [Appraisal Report Excerpt 1551 W Blount St](#)  
                              [RFP-22-051 CDBG-CV Homeless Acq-Rehab Vendor Reference Lis](#)
14.    [23-00221](#)    APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH FIRST CITY FOOTBALL CLUB FOR THE USE OF THE PENSACOLA TECHNOLOGY PARK FIELD
- Recommendation:*    That City Council approve a Memorandum of Understanding (MOU) between the First City Football Club and the City of Pensacola to establish the terms and responsibilities of both parties as to the use of the Pensacola Technology Park Field for organized youth sports practice. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this memorandum of understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:*         D.C. Reeves
- Attachments:*     [MOU - First City Football Club, Inc.](#)

15.    [23-00248](#)    APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH BILL BOND SPORTS LEAGUE, INC., FOR THE USE OF ROGER SCOTT BASEBALL FIELD
- Recommendation:*    That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with Bill Bond Sports League, Inc., for the use of Roger Scott Baseball Field to establish the terms and responsibilities of both parties as to the use of the Roger Scott Baseball field for conducting a youth baseball program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:*    D.C. Reeves
- Attachments:*    [City of Pensacola Youth Sports Organization Field Use Lease Agree](#)
16.    [23-00249](#)    APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH EAST PENSACOLA STUDENT ATHLETE PROGRAM, FOR THE USE OF BILL GREGORY
- Recommendation:*    That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with East Pensacola Student Athlete Program for the use of Bill Gregory to establish the terms and responsibilities of both parties as to the use of the Bill Gregory baseball field for conducting a youth baseball program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:*    D.C. Reeves
- Attachments:*    [City of Pensacola Youth Sports Organization Field Use Lease Agree](#)

17.     [23-00250](#)     APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH EAST PENSACOLA STUDENT ATHLETE PROGRAM, FOR THE USE OF MAGEE FIELD/JOHN ALLBRITTON FOOTBALL FIELD
- Recommendation:*     That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with East Pensacola Student Athlete Program, for the use of Magee Field/John Allbritton Football Field to establish the terms and responsibilities of both parties as to the use of Magee Field/John Allbritton Football Field for conducting a youth football program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:*             D.C. Reeves
- Attachments:*         [City of Pensacola Youth Sports Organization Field Use Lease Agree](#)
18.     [23-00252](#)     APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH NORTHEAST PENSACOLA WILDCATS FOOTBALL, INC., FOR THE USE OF ROGER SCOTT ATHLETIC COMPLEX MULTIPURPOSE FIELD
- Recommendation:*     That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with Northeast Pensacola Wildcats Football, Inc., for the use of Roger Scott Athletic Complex Multipurpose Field to establish the terms and responsibilities of both parties as to the use of the Roger Scott Athletic Complex Multipurpose Field for conducting a youth football program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:*             D.C. Reeves
- Attachments:*         [City of Pensacola Youth Sports Organization Field Use Lease Agree](#)
19.     [23-00266](#)     APPROVAL TO REALLOCATE LOST IV FUNDING FOR THE ALABAMA SQUARE PARK
- Recommendation:*     That City Council approve the reallocation of funds from LOST IV - Long Hollow Park to LOST IV - Alabama Square Park
- Sponsors:*             D.C. Reeves
- Attachments:*         [Alabama Square Aerial](#)

20.     [2023-017](#)     RESOLUTION NO. 2023-017 - FLORIDA DEPARTMENT OF TRANSPORTATION GRANT (FDOT) #435717-8 - CHANGING PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FROM CONSTRUCT NEW PARALLEL TAXIWAY TO RUNWAY 8/26 REHABILITATION - CONSTRUCTION

*Recommendation:*     That City Council adopt Resolution No. 2023-017.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #435717-8; PROVIDING AN EFFECTIVE DATE.

*Sponsors:*             D.C. Reeves

*Attachments:*         [Resolution No. 2023-017](#)

21.     [2023-018](#)     RESOLUTION NO. 2023-018 - FLORIDA DEPARTMENT OF TRANSPORTATION GRANT (FDOT) #435717-9 - CHANGING PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FROM CONSTRUCT TAXIWAY D UPGRADE TO TAXIWAY C2 UPGRADE - NEPA/DESIGN

*Recommendation:*     That City Council adopt Resolution No. 2023-018.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #435717-9; PROVIDING AN EFFECTIVE DATE.

*Sponsors:*             D.C. Reeves

*Attachments:*         [Resolution No. 2023-018](#)

22.     [2023-019](#)     RESOLUTION NO. 2023-019 - FLORIDA DEPARTMENT OF TRANSPORTATION GRANT (FDOT) #446645-1 - CHANGING PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FROM RUNWAY 35 MALSR INSTALLATION TO TAXIWAY A7 RECONFIGURATION AND TAXIWAY A/B INTERSECTION CONSTRUCTION

*Recommendation:*     That City Council adopt Resolution No. 2023-019.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #446645-1; PROVIDING AN EFFECTIVE DATE.

*Sponsors:*             D.C. Reeves

*Attachments:*         [Resolution No. 2023-019](#)

23.     [2023-020](#)     RESOLUTION NO. 2023-020 - FLORIDA DEPARTMENT OF TRANSPORTATION GRANT (FDOT) #446650-1- CHANGING PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FROM RUNWAY 26 MALSR INSTALLATION TO REMOTE PARKING LOT - CONSTRUCTION

*Recommendation:*     That City Council adopt Resolution No. 2023-020.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #446650-1; PROVIDING AN EFFECTIVE DATE.

*Sponsors:*             D.C. Reeves

*Attachments:*         [Resolution No. 2023-020](#)

24. [2023-013](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-013 -  
AUTHORIZING THE ADVANCEMENT OF FUNDS FOR THE BAYLEN  
STREET MARINA SEAWALL REFURBISHMENT PROJECT

*Recommendation:* That City Council adopt the Supplemental Budget Resolution No.  
2023-013:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND  
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER  
30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

*Sponsors:* D.C. Reeves

*Attachments:* [Supplemental Budget Resolution No. 2023-013](#)  
[Supplemental Budget Explanation No. 2023-013](#)  
[Service Authorization No. 002-2023 APTIM Port Services, LLC conti](#)  
[Dive Inspection Report - Baylen & Palafox Seawalls](#)

25. [2023-030](#) RESOLUTION NO. 2023-030 - SUPPORTING SUBMISSIONS OF  
GRANT APPLICATIONS FOR CDBG-DR PROGRAM FUNDING

*Recommendation:* That City Council adopt Resolution No: 2023-030.

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF PENSACOLA, FLORIDA; SUPPORTING  
APPLICATION TO THE STATE DEPARTMENT  
OF ECONOMIC OPPORTUNITY OFFICE OF  
LONG-TERM RESILIENCY OF COMMUNITY  
DEVELOPMENT BLOCK GRANT DISASTER  
RECOVERY FUNDING (CDBG-DR);  
AUTHORIZING GRANT APPLICATIONS.

*Sponsors:* D.C. Reeves

*Attachments:* [Resolution No. 2023-030](#)

## CONSIDERATION OF ANY ADD-ON ITEMS

## FOR DISCUSSION

## READING OF ITEMS FOR COUNCIL AGENDA

## COMMUNICATIONS

### CITY ADMINISTRATOR'S COMMUNICATION



**CITY ATTORNEY'S COMMUNICATION****CITY COUNCIL COMMUNICATION****ADJOURNMENT**

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

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00262

City Council

3/23/2023

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### **PRESENTATION ITEM**

**FROM:** City Council President Delarian Wiggins

**SUBJECT:**

PRESENTATION: VETERANS MEMORIAL PARK FOUNDATION - STATE OF THE PARK - 2022 REPORT

**REQUEST:**

That City Council receive a presentation from the Veterans Memorial Park Foundation providing the State of the Park Report for 2022.

**SUMMARY:**

Veterans Memorial Park is owned and controlled by the City of Pensacola. The Veterans Memorial Park Foundation of Pensacola, Inc., provides stewardship of the Park. As stewards, the Board sees to the care and maintenance of the park utilizing funding gathered exclusively through grants and donations.

The park sees over 100,000 visitors annually, contains 12 monuments along with 750 plus bricks in the Walk of Honor.

This is the annual State of the Park report from the Foundation.

**PRIOR ACTION:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1) VMP State of the Park 2022 Report - Executive Summary

**PRESENTATION:** Yes



**VETERANS MEMORIAL PARK FOUNDATION  
OF PENSACOLA, INC.**

P.O. Box 12984 · Pensacola, FL 32591-2984  
www.veteransmemorialparkpensacola.org

**Foundation Board**

Rob Doss  
*President*

Butch Hansen  
*Vice President*

Pete Frano  
*Treasurer*

Niels Andersen  
*Secretary*

Paul Entrekin  
*Past President*

Stan Barnard  
*Board Member*

Ted Brobst  
*Board Member*

Bill Gascoigne  
*Board Member*

Warren Palmer  
*Board Member*

Stacy Pruitt  
*Board Member*

Cissy Witt  
*Board Member*

Lawrence Powell  
*City Representative  
(Ex-Officio)*

March 1, 2023

**State of the Park  
Calendar Year 2022 Report  
Executive Summary**

2022 was another highly successful year for the Veterans Memorial Park Foundation. The Foundation spent nearly \$140,000 on park maintenance and operations, repairs and refurbishment, improvements, and a new memorial, and performed or arranged for more than 5,000 hours of labor and administrative work on behalf of the park at a value of more than \$120,000, bringing the total cash value of the Foundation's stewardship of Veterans Memorial Park in 2022 at more than \$260,000.

The Foundation's success illustrates why many communities are actively soliciting citizen groups to serve as park stewards and are protecting and nurturing those relationships once they have them so they can encourage an expansion of those partnerships and keep the ones they have. The Foundation's work at Veterans Memorial Park in 2022 has given the City of Pensacola the confidence to approve nearly \$1.5 million of carry-over dollars for its public park projects, none of it for Veterans Memorial Park projects.

The Foundation was also able to continue drawing large crowds to its annual Memorial Day observance and Veterans Day celebration at the park. The success of those programs has enabled the Foundation to attract noteworthy guest speakers for its events.

The Foundation also expanded its educational outreach effort by coordinating field trip opportunities with Escambia County Public Schools and conducting tours of the Park.

The construction of a restroom facility and educational center remains a priority for the Foundation. The history of Pensacola city government promising to provide a restroom facility in the park is quite long, so the Foundation hopes 2023 will be the year those promises are fulfilled.

For the Park,

Rob Doss, Major, United States Marine Corps (Retired)  
President, Veterans Memorial Park Foundation



**VETERANS MEMORIAL PARK FOUNDATION  
OF PENSACOLA, INC.**

P.O. Box 12984 · Pensacola, FL 32591-2984  
www.veteransmemorialparkpensacola.org

**State of the Park  
Calendar Year 2022 Report**

**Structure and Staffing of the Foundation**

The Veterans Memorial Park Foundation is an independent Florida Corporation operating under a licensing agreement with the City of Pensacola since 2013 to “facilitate and ensure the means to fulfill the noble intentions regarding Veterans Memorial Park.” The Foundation is led by a board of directors consisting of thirteen board members, all volunteers. The board of directors has created an executive committee consisting of the president, vice president, treasurer, secretary, director of facilities operations, and immediate past president.

The Board of Directors is a diversely talented and knowledgeable group of past and present business owners and executives, an operations manager, three retired airline captains, six retired senior military commissioned and non-commissioned officers, a former submarine captain, a former NAS Pensacola base commander, a former squadron commander, and eleven veterans, eight of whom are war veterans.

Officers for the 2022 term were: Paul Entrekin (President), Butch Hansen (Vice President), Pete Frano (Treasurer), Rob Doss (Secretary), and Pete McKanna (Operations Officer).

Annual elections were held in October during which officers for the 2023 term were chosen: Rob Doss (President), Butch Hansen (Vice President), Pete Frano (Treasurer), Niels Andersen (Secretary), Pete McKanna (Director of Facilities Operations), and Paul Entrekin (Immediate Past President).

**Fiscal Summary**

1. Expenditures. The Veterans Memorial Park Foundation spent \$139,175.47 on park maintenance and operations, repairs and refurbishment, improvements, and a new memorial in 2022. \$17,695.44 of that amount came in the form of recurring expenses for park security, information technology support, storage of tools and equipment, internet access in the park, electricity, insurance, and audio-visual security system service. \$24,755 of the Foundation’s 2022 outlay was spent on creating building design plans for a restroom facility and educational center in the park. The Mayor’s office has indicated that it would endeavor to purchase the plans if its request for state funding for the restroom facility and educational center is approved.
2. Fundraising. The Foundation’s fundraising efforts have continued to support its work and projects. One particularly successful campaign has been the Foundation’s brick sales. As of year’s end, the Foundation had sold 671 bricks, producing more than \$100,000 in revenue since its inception. Another ongoing campaign, the tribute banners campaign, continues to be a

popular offering. In addition to the banners displayed on light poles in and around the park, the Foundation has posted images of those banners on its website.

(<https://www.veteransmemorialparkpensacola.org/donations-walk-of-honor>)

(<https://www.veteransmemorialparkpensacola.org/donations-tribute-banner>).

## **Operations**

1. Workdays and Monument Care. The Foundation conducted several workdays, accumulating nearly 1,300 hours of labor with the help of 250 volunteers from our community during which planted areas were weeded, plants were manicured, litter was removed, bronze monuments were cleaned and oiled, painted areas were repainted, walkways and walls were pressure washed, damaged plants were replaced, broken lights and other fixtures were repaired, and more.

Additionally, the Foundation board of directors volunteered more than 4,000 hours in meetings, community outreach, event planning and coordination, and individual board assignments on behalf of the park.

Combined, the Foundation harnessed more than 5,000 hours in work to maintain the “Jewel on the Bay” at an estimated value of more than \$120,000.00. Of course, the estimate of the value of board members’ work is quite a bit lower than its true value since the senior- and executive-level and specialized work performed is worth much more than \$25 per hour rate used in the calculation.

(<https://www.veteransmemorialparkpensacola.org/volunteer>)

2. Park Security. In 2022, the Foundation paid a security company \$415.00 per month to conduct safety and security checks during hours when the park is closed to the public. The company sends the Foundation a report of its visits, along with photographs to validate them, every morning. In the event an officer encounters a vagrant, the security officer asks them to move along. If a problem were to arise that requires law enforcement intervention, the security officer would contact them.
3. Works of Art, Tourism, and Promotion. The park is home to more than a dozen individual sculptures and other works of art, more than any other park in Pensacola. A QR code directing visitors to the ArtVenture Pensacola website is posted at the park’s kiosk. Pensacola’s public works of art are featured on the website, including the artwork located in Veterans Memorial Park. (<https://tinyurl.com/34w345m2>)

On May 12, 2022, the Foundation board of directors committed to the completion of a new monument, a bronze memorial to honor military working dogs at a cost of \$39,048.29. Mayor Robinson approved the project on May 21.

Since World War II, there have been tens of thousands of military working dogs working side-by-side with American warfighters defending freedom and democracy in every corner of the

globe. The statue, titled “My Hero, My Friend,” was created by sculptor Susan Norris, a well-known artist from Cimarron, New Mexico, and it depicts a military working dog mourning the loss of its handler who perished in combat. The statue is mounted on a two-ton boulder and stands six feet tall. Susan was on hand for the monument’s unveiling on November 11, 2022, Veterans Day.

Local tour companies have added the park to their tour itineraries and visitors to Pensacola stop to tour the park and reflect on the service and sacrifices of those memorialized there. Military groups routinely gather in Pensacola for reunions and include visits and events at the park as part of their itineraries.

On one occasion this past year, a board member spotted professional photographers working in the park and learned that they were taking pictures for a U. S. Navy recruitment campaign.

The park was also the venue for a “trunk or treat” event which provided the opportunity for veterans to hand out treats to children in a safe environment that also familiarized our youth with the beauty and reverence of the park.

The park also hosted a yoga event for the Veterans Yoga Project during the week of Veterans Day.

The park has been a boon to our city’s tourism and everything that comes with it.

(<https://www.veteransmemorialparkpensacola.org/monuments>).

4. Launch of New Website. In 2022, the Foundation launched its completely overhauled website. The site is now a complete single-source resource for visitors seeking information on Veterans Memorial Park, including a tool that enables visitors to look up the panel and line numbers where they can find the names of those listed on the Vietnam War Memorial.

(<https://www.veteransmemorialparkpensacola.org>)

5. Days of Military Remembrance. Having observed increased visitor traffic, the Foundation noted that visitors come to the park to heal and remember throughout the year, but particularly, on “days of military remembrance.” These dates hold special meaning to them as they honor their loved ones, comrades, and countrymen and countrywomen whose service and sacrifices are honored at the park. To that end, the Foundation noted the most significant days of military remembrance and listed them on its website for reference.

(<https://www.veteransmemorialparkpensacola.org/events-home>)

6. Welcome Home Vietnam Veterans Day. The Veterans Administration Veterans Center held a well-attended “Welcome Home Vietnam Veterans Day” at the park on Vietnam Veterans Day, March 29.

7. Navy Federal Credit Union Relationship. Navy Federal Credit Union (NFCU) has been gracious in providing volunteers to assist with park cleanup and maintenance events in addition to providing donations to support the Foundation's work. In 2022, the Foundation presented a large, framed photograph of the park to NFCU's Bill Dagnall in recognition of the company's ongoing support of Veterans Memorial Park.
8. VetCV Endorsement. In 2022, the Foundation endorsed and provided web visitor access to VetCV, a digital platform established to help military members transition from active duty, and provide access to medical care, crisis support, and healing services. With an estimated 22 veterans committing suicide daily and the knowledge that Veterans Memorial Park is an important touchstone for returning veterans as they seek healing and solace, the Foundation saw an opportunity and the need to help provide a lifeline for our returning veterans. The board of directors also approved the installation of a wall sign in the kiosk and four pillars in the park that have QR codes that direct visitors to the Foundation's "Healing and Wellness" page. The feedback from the Veterans Administration regarding the Foundation's efforts for returning veterans has been very positive and supportive.

(<https://www.veteransmemorialparkpensacola.org/healing-and-wellness>)

9. Transportation for the Elderly. The board of directors worked with local retirement facilities to provide transportation service so elderly citizens could attend Memorial Day and Veterans Day events at the park. The Foundation also provided shelter and misters in the park on those occasions.
10. Educational Outreach. On March 2, 2022, three board members and a former Escambia County School Board member met with Escambia County Superintendent of Schools Dr. Tim Smith to discuss educational field trip opportunities for students. The board of directors later provided flyers to support the initiative to the school district for distribution to schools.

(<https://www.veteransmemorialparkpensacola.org/education-partnerships>)

Foundation board members have served as docents and guides for school and other tour groups who visit the park to learn more about the service and sacrifices of our Nation's military veterans. They have also served as speakers about the park at meetings of community groups offsite.

The local Corporal J. R. Spears Detachment of the Marine Corps League resumed holding evening "Heroes Among Us" programs at the park in 2022. The program enables members of the military community to gather to share their stories with each other and the public, which provides a unique first-hand exposure to our history.

The Foundation hopes to be able to expand and facilitate its educational outreach program in the proposed Educational Center in the park.

11. Memorial Day Observance. The Foundation conducted another highly successful Memorial Day observance on May 30. As the park filled with hundreds of attendees, 525 motorcycles



with 800 riders roared past the park. Riders dismounted and joined the huge crowd for the solemn ceremony. The guest speaker was retired astronaut and Navy Captain Hoot Gibson.

12. Marine Aviation Memorial Tower Refurbishment. The Foundation refurbished the Marine Aviation Memorial Tower (MAMT) in 2022 at a cost of \$18,728.00. The MAMT was brought to Pensacola a little more than a decade ago when plans to locate it in Quantico, Virginia fell through. A private group, with the approval of the Pensacola City Council, funded and erected it in the Veterans Memorial Park. However, the MAMT's finish was not suitable for enduring the weather that blows in from Pensacola Bay, so it corroded and pitted badly in the salt air. Working with several groups, including the USMC Combat Helicopter and Tiltrotor Association, the Foundation raised funds and hired contractors to blast and refinish the surface with a material suitable for our environment and replaced lighting on the tower. Today, the beautiful MAMT stands proudly and is an important fixture alongside our Memorial Day and Veterans Day events at the park.
13. AH-1J Cobra Loan Renewal. On November 7, 2022, the Foundation filed documents to certify the condition and consummate the renewal of the loan of the retired Marine Corps AH-1J Cobra helicopter on loan from the National Naval Aviation Museum. The Cobra is mounted on a pedestal at the east end of the park, above the Vietnam War Memorial.
14. Veterans Day Celebration. The Foundation held what was probably its best Veterans Day celebration on November 11 as it was conducted in conjunction with its 30th anniversary celebration. The park was originally built around the Vietnam War Memorial, so the event began with a weeklong reading of the more than 58,000 names listed on the Wall by local citizens as well as visitors to our area who happened to be visiting the park at the time.

Entertainment at the Veterans Day event was provided by the Blue Anchor Belles, the Pensacola Civic Band, and the Pensacola Opera. The guest speaker for the event was actor, author, military film consultant, and retired Marine Corps Captain Dale Dye who also served as grand marshal of Pensacola's Veterans Day parade. Captain Dye has more than 60 film and television credits and was instrumental in the accuracy and success of classics like Last of the Mohicans, Band of Brothers, Saving Private Ryan, and Platoon. He spent quite a lot of time with us and came away raving about the city and our park.

During planning, the board of directors coordinated with organizers of the Veterans Day parade to ensure the timing of the conclusion of the parade coincided with the start of the Foundation's Veterans Day celebration.

The day ended with the Foundation's highly successful inaugural fundraising banquet which included 163 guests.

15. Christmas Tree Lighting. On December 3, the Foundation conducted the annual lighting of its twenty-foot tree of lights.
16. Wreaths Across America. On December 17, the park played host to the nationally renowned Wreaths Across America event which places Christmas wreaths at the headstones of fallen



military veterans. Wreaths Across America's mission is to "Remember, Honor, and Teach," and it carries out its mission by coordinating wreath-laying ceremonies at Arlington National Cemetery, as well as more than 3,700 additional locations in all 50 states, at sea, and abroad. Locally, sponsors donated and laid wreaths at Old Muscogee Cemetery where Private John Brown, an African-American soldier who served in the segregated 810th Pioneer Infantry Regiment during World War I is buried. They also laid wreaths at St. John's Cemetery where World War II hero and two-time Pensacola mayor Admiral Charles P. Mason is interred, and, of course, wreaths were laid at Barrancas National Cemetery. Wreaths were also laid at memorials throughout the Veterans Memorial Park.

17. Restrooms in Veterans Memorial Park. Pensacola city government representatives have promised to provide a permanent restroom facility in Veterans Memorial Park intermittently over the course of two mayoral administrations and City Council terms. Finally, when the Foundation proposed purchasing a semi-permanent restroom facility to place in the park until a permanent solution was in place, the City was fully in support and thus also supported the Foundation's application for a \$100,000 IMPACT 100 grant to partially fund the project. Once the grant was awarded, City staff selected a location in Admiral Mason Park for the placement of the restroom and the City Council approved funds for the installation of the facility. The Foundation raised additional funds to pay for necessary enhancements to ensure safety and security at the facility.

But, on March 25, 2021 after the Foundation had ordered the facility, a new effort to cancel the project was undertaken by a group representing itself as "Citizens for the Protection of Admiral Mason Park" (CPAMP), partnering with the Hawkshaw development group, to oppose the placement of the restroom facility in Admiral Mason Park and to claim that the project had not been subjected to required review processes.

When two members of the restroom facility opposition group—a former Pensacola city councilman and a sitting ECUA board member—made dramatic promises to design a permanent restroom facility and raise "every dime" of the cost of building the facility, respectively, the City Council, sensing a "hallelujah moment" in their promises and a route to a permanent solution, voted to allow the placement of the restroom trailer in the park for one year in order to give the apparent backing to build a permanent restroom facility in the park time to get off the ground. The City Council stipulated that all permitting requirements must be met and it required the facility to be open to the public. During that meeting, five of the seven City Council members spoke explicitly in favor of building a permanent restroom facility in the park, one of whom also mentioned the city paying for facility upkeep as being a preferable alternative to the temporary solution. There was almost no chance that a permanent restroom would be built within a year, but it was an encouraging step toward seeing the project through...if everyone kept their word.

However, the CPAMP/Hawkshaw group attempted unsuccessfully again to get the funding for the pad that the restroom trailer would sit on "disgorged" a couple of months later. That time, however, they followed their effort with the threat of a lawsuit if the restroom trailer was installed at the park. After a few starts and stops where additional requirements were imposed on the Foundation prior to installation, the trailer was delivered and installed at the park. Once

the trailer was in place, the CPAMP/Hawkshaw group filed suit against the Foundation and the City.

To satisfy the requirement to keep the restroom facility open during park hours, the facility would have needed to be cleaned so there would be no health issues resulting from use of the facility. This was an unfunded mandate that exceeded the original stipulations for the installation of the restroom trailer and would have come at a cost of more than \$20,000 per year. Therefore, the Foundation sought and obtained Mayor Robinson's commitment to provide the cleaning services. However, that promise never came to fruition when a draft agreement to provide those services was stalled at City Hall due to the City's legal counsel's recommendation that the City not enter agreements with the Foundation while the lawsuit was pending.

Then, in May 2022, citing the fact that the restroom facility had not been open during park hours as it was supposed to have been, the Pensacola City Council voted to require the Foundation to remove the temporary restroom facility from the park, thus causing the restroom facility not to be used in the manner it was intended and under the conditions which it was approved by the City, through no fault of the Foundation. Moreover, the decision meant that IMPACT 100's donation of \$100,000 for the facility was squandered.

During the City Council's discussion of the matter, there was no mention of Mayor Robinson's pledge several months before to provide janitorial services so the facility could remain open during park hours. The discussion did, however, include a false claim that the Foundation had refused an offer of a \$50,000 donation to partially fund the construction of a restroom facility and also refused an offer for SMP Architecture to design a permanent restroom facility.

Those two allegations are thoroughly and unconditionally false, but unfortunately, the propagators of that false narrative have managed to pass it off as true and keep it alive, which compels the Foundation to address the matter in this report.

The fact is that the Foundation never refused *either* offer.

The Foundation and its counsel had met with the CPAMP/Hawkshaw group and its counsel at a local law office on the afternoon of July 20, 2021 to discuss settlement of the lawsuit.

The Foundation articulated its position which included the fact that its purchase and installation of the restroom trailer was performed as authorized and directed by the Mayor and the City Council. That led one of the Hawkshaw group principals to remark that he didn't understand why the Foundation was named as a defendant in the first place since the Foundation had no authority to act independently.

That notwithstanding, the two parties arrived at a verbal agreement that would have settled the Foundation's portion of the lawsuit. That verbal agreement was simple and needed only to be committed to writing: that the Foundation would be dropped from the lawsuit if the Mayor signed an MOU affirming his support for the construction of a permanent restroom.

During the meeting, the local elected official who had promised the City Council on March 25, 2021 that he would raise “every dime” of the cost of building a restroom facility made the bombshell announcement that he would not have the time to raise the funds but said that he would chair a fundraising group. A few days later, he withdrew from that promise as well and said he would only be able to serve as a member of the group. It took less than 4 months for his offer to raise “every dime” to vanish into thin air without him having raised even a single dime.

Nonetheless, the Foundation *accepted* a proposal to replace the gentleman’s promise to raise every dime for the construction of the restroom with the creation of a fundraising group. The Foundation also agreed to assist with creating articles of incorporation and by-laws for the fundraising group to help it get started and to provide membership for the group to assist with fundraising. Within a week of that meeting, however that elected official withdrew from his chairmanship of the fundraising group and suggested that the Foundation take the lead on the initiative instead. That was quite a shift from promising the City Council that he would raise “every dime.”

Although the CPAMP/Hawkshaw group’s counsel said that once the Mayor put his signature on an MOU expressing his support for a permanent restroom project, the Foundation would be dropped from the lawsuit, the draft MOU that the CMPAMP/Hawkshaw group’s counsel sent to the Foundation, not only wasn’t a simple statement of the Mayor’s support for a permanent restroom facility, it contained twelve elements, eight of which were never agreed to at the meeting.

Nonetheless, on August 31, 2021, the Foundation responded with proposed edits to the draft MOU. In its proposal, the Foundation *accepted* the offer of the donation of \$50,000, it *accepted* the proposal that SMP Architecture would provide the design services, and it *accepted* a proposal to create fundraising group for the restroom to replace the promise made to raise “every dime” of the construction costs. However, rather than respond and keep those offers alive, the CPAMP/Hawkshaw group abruptly withdrew from negotiations altogether. That ended further efforts to come to terms with the Foundation and effectively withdrew all offers, despite the Foundation’s repeated efforts to re-engage.

Hopefully, this explanation puts the false narrative to bed, but as it is set aside and the truth is now exposed, maybe there should be some thought given as to why it was manufactured and disseminated in the first place.

The Veterans Memorial Park Foundation is simply trying to ensure the Park remains a place to remember and honor the Fallen; it’s unfortunate that doing that work leaves the Foundation exposed to that sort of nonsense. That shouldn’t happen.

Prior to the City Council’s May 2022 decision regarding the Foundation’s ability to use the portable restroom facility in the park, Mayor Robinson offered to purchase the restroom from the Foundation for \$100,000 so the Foundation could be removed from the question altogether and so the City could use the facility in its other parks when it wasn’t needed at Veterans Memorial Park. That offer never made it off the ground although the City’s liaison to the

Foundation informed the Foundation board of directors at its regular board meeting on September 22, 2022 that the Mayor's office would like to execute the purchase at the \$100,000 price sooner than later. With the city's liaison in the room, the Foundation board voted unanimously to accept the offer on the condition that the trailer would remain available to the Foundation to use until the restroom and educational center was constructed. On Saturday, October 22, 2022 a City representative inspected the restroom trailer to confirm its value and validated his assessment to Foundation officers that the facility was in pristine "like new" condition and that he would note its many aftermarket enhancements in his report. However, a change in City administration did not yield a completion of that purchase.

Despite implications that the Foundation was not serious about building a permanent restroom facility, it applied for and lobbied successfully for the Florida legislature to approve an expenditure of \$355,000 for the facility in November of 2021. When the Governor vetoed all expenditures of that sort, another opportunity for a state grant through the legislature arose in June 2022 and the Mayor's office got busy submitting that grant request on the City's behalf. Concurrently, the Mayor said that he would submit a funding request to the Community Redevelopment Agency (CRA) for the facility. His plan was to secure CRA approval for the funding, then if the state grant was approved, he would refill the CRA coffers. The Mayor asked the Foundation to provide restroom design plans so he could attach them to the funding requests. There was a rapidly approaching June 24, 2022 deadline to meet, but the Foundation was able to present the plans to the Mayor as requested a day before the deadline.

However, the CRA declined to consider the matter while it was pending before the legislature out of concern that the legislature would not approve the request if it did. Then, although the legislature approved the grant request, the Governor vetoed it. After the Governor vetoed the grant request, Mayor Robinson's office did not follow through on his original plan to request funds from the CRA for the restroom and educational center.

Mayor Reeves, working with the local legislative delegation, is seeking state funding for a restroom facility and educational center for the park.

### **Future Plans**

1. Restroom Facility and Educational Center Construction. The Foundation continues to have hope that the City's request for state funding of the project will succeed and that the City will follow through on its long-held promise to complete the project, and that the facility, whose design plans have already been approved by the City of Pensacola, will be built in the location that has been already agreed upon by Mayor Robinson, the Hawkshaw group, and the Foundation.
2. Restroom Trailer. In view of the untenable and cost-prohibitive restrictions placed upon the Foundation regarding the placement of the restroom trailer at the park, the Foundation will likely sell the trailer in 2023.
3. AH-1J Cobra Helicopter. The park's Cobra helicopter is currently on loan to the Foundation from the National Naval Aviation Museum. However, since the park is owned by the city and



all fixtures in the park belong to the City, the City should assume responsibility for the loan of the helicopter as it has with the retired F-4 aircraft at the Chappie James Memorial.

4. Licensing Agreement. Many communities are actively soliciting citizen groups to serve as park stewards and are protecting and nurturing those relationships once they have them so they can encourage an expansion of those partnerships and keep the ones they have. The Foundation's work at Veterans Memorial Park in 2022, at a combined value of more than \$260,000, has given the City of Pensacola the confidence to approve nearly \$1.5 million of carry-over dollars for its public park projects, none of it for Veterans Memorial Park projects.

It's important to remember something about Veterans Memorial Park and its care:

When the City of Pensacola decided to approve the creation of Veterans Memorial Park and the park became populated with memorials and monuments, it became hallowed ground. When something is done to improve the park or facilitate the operation of the park, whether it's done by the Foundation, by the Foundation's volunteers, by donors, or by the city government, it's not done for the benefit of the Foundation or even for veterans at large. It benefits the city and its citizens, for sure, but the *reason* it's done is to ensure that the service and sacrifices of the Fallen Americans who gave everything in the service of their country will never be forgotten, and that those who come to the park to remember them can do so in peace and comfort, and in a healing environment.

Every citizen owes a debt to the Fallen, and part of the payment of that debt is to attend to the needs of the broader community of people who come to the park to pay tribute to the Fallen. In the fulfillment of that obligation, all should ensure that the payment of that debt is never subordinated to the private agendas or personal ambitions of a few influential actors. That not only would be an affront to the park's and the Foundation's greater purpose, but it would also undermine and erode effective stewardship. It would be the *antithesis* of effective stewardship. Veterans Memorial Park is a part of no man's, no woman's, no group's or organization's legacy other than those who are memorialized there.

The Veterans Memorial Park Foundation has been and will remain committed to that principle.

The Foundation will likely seek to modify its agreement with the City of Pensacola from the current licensing agreement to a more appropriate format and terms. A new balanced agreement should more accurately reflect the Foundation's role and responsibilities in the preservation, maintenance, and improvement of Veterans Memorial Park. It should also establish a basis for ensuring that the Foundation's stewardship of Veterans Memorial Park is a mutually beneficial, cooperative, supportive, and successful one.

5. Combining Veterans Memorial Park and Admiral Mason Park. The Foundation at one time proposed including Admiral Mason Park in its stewardship plan. The current condition of Admiral Mason Park shows the difference in the level of care provided to the two parks in terms of its grooming and its overall condition. The park needs stewardship.

Unfortunately, the Citizens for the Protection of Admiral Mason Park (CPAMP) which once indicated that it was desperately interested in the safety and aesthetics of the park during the controversy over the temporary restroom seems not to have taken as much interest in the deteriorating condition of Admiral Mason Park.

However, the Foundation has taken note and has advised the City of persistent flooding on Romana Street that has occurred as a result of construction work at the development just north of the park. The Foundation has also reported the unsightly progressive erosion of the slope leading to the park's award-winning retention pond. Also, the edge of the park's retention pond has eroded badly and could cause an unsuspecting visitor to fall into the pond if they walk too close to the undermined edge on the north and northwest side of the pond. The island in the center of the retention pond has become grossly overgrown and ugly.

Since most people assume that Veterans Memorial Park includes the current Admiral Mason Park property and the park is in dire need of care and attention, and since Admiral Mason was a Pensacola hero as a Naval officer during World War II and as two-time mayor of Pensacola during a period of robust development, the Foundation has considered suggesting that the two parks be rejoined as "Admiral Mason Veterans Memorial Park." The Foundation might renew its interest in that concept in 2023.

6. Board Structure. In January 2023, the Foundation adopted a modest modification of its board structure to make it more task-organized with respect to fund-raising, fund-raising operational support, and event planning and support.
7. Monuments. The Foundation might consider adding new monuments in 2023, if there are sponsors for them.
8. Monument Repair. The World War II and Korean War monuments need repair work. Preliminary estimates put the cost of the projects at between \$80,000 and \$100,000.
9. Annual Banquet. The Foundation plans to hold its second annual banquet in November.
10. Community Awareness. The Foundation intends to continue developing positive community awareness and support of this unique city park as it strives to increase visitor traffic, continues to seek out funding opportunities for the significant maintenance needs associated with Park operations, and facilitates robust volunteer participation in the maintenance of the Park.
11. Road Signs. The Foundation would like to see road signs directing visitors and tourists to the Park.

## **Closing**

In his 1963 Thanksgiving proclamation, John F. Kennedy wrote, "As we express our gratitude, we must never forget that the highest appreciation is not to utter words but to live them."

Preserving and honoring service through our words and actions is essential to understanding our heritage and blending it into our culture, but it's also a comfort to those who have *yet* to serve to know that their service and sacrifices will not be forgotten.

The park has become an important destination, not just for veterans, their comrades, and families; it's become a place for everyday citizens to contemplate the extraordinary human toll of war and the price of keeping this country and many others around the world free.

It's with that human toll in mind and for the sake of the memory of our fallen comrades and to provide comfort for those who have been touched by their sacrifices that the Foundation does its work. The Foundation has also succeeded in making the park a place of respite, reflection, and healing.

In the decade that the Veterans Memorial Park Foundation has provided that stewardship, it has raised and expended in the neighborhood of a million dollars and tens of thousands of work hours to transform the park into a well-groomed, clean, popular destination, and Pensacola's most photogenic public park.

The Veterans Memorial Park Foundation Board of Directors appreciates and is forever grateful to the many volunteers from throughout Escambia County and across our country, and to the Foundation's donors, partners, and in-kind contributors whose tireless work, generous donations, contributions, and support have helped make Veterans Memorial Park a true treasure in this community.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00264

City Council

3/23/2023

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### **PRESENTATION ITEM**

**FROM:** City Council Member Charles Bare

**SUBJECT:**

PRESENTATION - VISIT PENSACOLA - PRESIDENT & CEO DARIEN SCHAEFER

**REQUEST:**

That City Council receive a presentation from President & CEO Darien Schaefer of Visit Pensacola

**SUMMARY:**

Visit Pensacola is the destination organization for Escambia County which includes Pensacola, Pensacola Beach and Perdido Key. With over 460 years of rich history and 18 miles of sugar-white sand beaches bordered by the emerald-green waters of the Gulf of Mexico, visitors from all over the world are lured to our pristine shores every year.

Visit Pensacola is a 501C(6) organization in Escambia County that supports the community vision of tourism by serving as the central body responsible for building tourism as an economic engine for our community through leadership, connection, collaboration and communication.

This presentation allows for the City Council to receive an update on Visit Pensacola, goals, and activities within our community.

**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 #: 23-00152

City Council

3/23/2023

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

SELECTION OF PROFESSIONAL ENGINEERING SERVICES CONSULTANT CPH, LLC FOR RFQ #23-001, DESIGN OF WEST MAIN STREET CORRIDOR IMPROVEMENTS PROJECT.

**RECOMMENDATION:**

That City Council authorize the Mayor to negotiate a contract with CPH, LLC for Professional Engineering Services for design of the West Main Street Corridor Improvements Project, requested through RFQ #23-001. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract, consistent with contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In October 2022, a Request for Qualifications (RFQ) was issued for professional engineering services for design of the West Main Street Corridor Improvements Project. This design of this project is partially funded through Florida Department of Transportation's (FDOT) Local Agency Program (LAP). The City has entered into a Local Agency Program (LAP) agreement with the Department to administer federal funds for this design project in the amount of \$249,000. Construction funding will be sought from the Department in their future FY 25-29 work program. This project has been a city priority that was advocated for through the Florida-Alabama Transportation Planning Organization (TPO). In 2016, the TPO developed a corridor management plan for the segment of West Main Street from Barrancas Avenue to Clubbs Street, which is approximately 0.77 miles. The design will be in accordance with the plan recommendations, including drainage improvements, shared-use path, bike lanes, landscaping, and high visibility crosswalks per FDOT Design Standards. The intent is to continue the complete streets concept from the eastern segment of Main Street to provide safe and connected multi-modal transportation improvements in a context-sensitive manner, in addition to the City addressing drainage issues along this corridor. The Corridor Management Plan is available at this link:

[https://www.ecrc.org/programs/transportation\\_planning/plans\\_and\\_documents/index.pHp#outer-147](https://www.ecrc.org/programs/transportation_planning/plans_and_documents/index.pHp#outer-147)  
<[https://www.ecrc.org/programs/transportation\\_planning/plans\\_and\\_documents/index.pHp](https://www.ecrc.org/programs/transportation_planning/plans_and_documents/index.pHp)>

Two responses to the RFQ were received from Atkins and CPH. A selection committee was formed and comprised of Brad Hinote, PE - City Engineer; Chris Mauldin, Engineering Construction Manager; and Caitlin Cerame, Transportation Planner. The selection committee reviewed the written qualifications of the firms and selected CPH, LLC as the engineering design consultant of choice. FDOT has since concurred with this selection process as well as the consultant selected.

**PRIOR ACTION:**

May 26, 2022 - City Council adopted Resolution No. 2022-049 authorizing the City to enter into a local agency program agreement with the Florida Department of Transportation and accept funding for design of the West Main Street Corridor Improvements Project.

May 26, 2022 - City Council adopted Supplemental Budget Resolution No. 2022-056 appropriating \$249,000 for design of West Main Street Corridor Improvements.

**FUNDING:**

Budget:	\$249,000 - FDOT West Main Street Corridor
	<u>\$150,000</u> - Stormwater Vaults Citywide
Total	\$399,000

Actual:	\$299,000 - Engineering Design and Plans Production
	\$45,000 - Surveying
	\$40,000 - Geotechnical
	<u>\$15,000</u> - Permitting
Total	\$399,000

**FINANCIAL IMPACT:**

The \$249,000 FDOT LAP Funds will be utilized for the complete streets portion of the design and \$150,000 will be expended for drainage design from the City Council-approved FY 23 Stormwater Capital Improvement Plan.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

3/13/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator  
Amy Tootle, PE - Director Public Works & Facilities

**ATTACHMENTS:**

- 1) Tabulations of Qualifications
- 2) Selection Committee Evaluation
- 3) Final vendor Reference List
- 4) LAP Agreement

**PRESENTATION:** No

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**TABULATION OF QUALIFICATIONS**


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RFQ NO.: 23-001

TITLE: PROFESSIONAL ENGINEERING SERVICES FOR WEST MAIN STREET CORRIDOR IMPROVEMENTS

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Submittal Due Date:

December 8, 2022

Department:

Engineering

Atkins North America, Inc.  
Matthew Taylor, PE  
Vice President  
2065 Airport Boulevard, Suite 400  
Pensacola, FL 32504  
407-806-4239  
matthew-taylor@atkinsglobal.com

CPH, LLC  
Nikhel Jindal, GCC, Assoc. DBIA, ENV SP  
Chief Strategy and Success Officer  
700 South Palafox Street  
Pensacola, FL 32502  
850-563-1490  
Fax: 850-563-1495  
[njindal@cphcorp.com](mailto:njindal@cphcorp.com)

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**RFQ NO. 23-001**

**Professional Engineering Consulting Services  
for West Main Street Corridor Improvements**

Selection Committee Meeting (01/19/23)  
Written Submittals Evaluation

FIRMS <i>Raw Score</i>	Caitlin Cerame	Brad Hinote	Chris Mauldin	<b>TOTAL SCORE</b>	<b>RANKING ORDER</b>
<b>CPH, LLC</b>	<b>94</b>	<b>87</b>	<b>86</b>	<b>267</b>	<b>1</b>
Atkins North America, Inc.	87	89	77	253	2

Motion:

Brad moved to approve scores and rankings

Second:

Caitlin seconded the motion

Vote:

3-0

Submittal Due Date: 12/08/22

Bid No.: 23-001

**FINAL VENDOR REFERENCE LIST**  
**PROFESSIONAL ENGINEERING SERVICES FOR WEST MAIN STREET CORRIDOR IMPROVEMENTS**  
**ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	SMWBE
051011	360 SURVEYING SERVICES INC	P O BOX 1405	GULF BREEZE	FL	32562	Y
049093	ARCHITECTURAL AFFAIRS INC	105 EAST DESOTO STREET	PENSACOLA	FL	32501	
070194	ASSOCIATED SPACE DESIGN DBA ASD/SKY	4810 WEST NINE MILE ROAD	PENSACOLA	FL	32526	
047874	ATC GROUP SERVICES INC DBA ATC ASSOCIATES INC	130 S GERONIMO ST STE 6	MIRAMAR BEACH	FL	32550	
026973	ATKINS NORTH AMERICA INC	2065 AIRPORT BLVD STE 400	PENSACOLA	FL	32504	
079924	B & A ARCHITECTURAL GROUP INC	4030 ARBUTUS DRIVE	PENSACOLA	FL	32504	Y
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	
035802	BAY DESIGN ASSOCIATES ARCHITECTS	720 BAYFRONT PARKWAY STE 200	PENSACOLA	FL	32502	Y
059759	BERRY LANDON VENNEY JR DBA BLV ELECTRICAL ENGINEERS	134 CEVALLOS STREET	PENSACOLA	FL	32502	Y
000058	BULLOCK-TICE ASSOCIATES	909 EAST CERVANTES ST STE B	PENSACOLA	FL	32501	
003039	CALDWELL ASSOCTES ARCHTCTS INC	116 NORTH TARRAGONA STREET	PENSACOLA	FL	32502	Y
053116	CONSTELLATION ENERGY PROJECTS & SERVICES GROUP	2360 DORIAN DRIVE	PENSACOLA	FL	32503	
59761	CPH LCC	700 S PALAFOX	PENSACOLA	FL	32502	
066704	CYBER 1 SYSTEMS LLC	3245 W FAIRFIELD DRIVE	PENSACOLA	FL	32505	Y
026000	DAG ARCHITECTS INC	1223 AIRPORT ROAD	DESTIN	FL	32541	
057131	DALRYMPLE SALLIS ARCHITECTURE LLC	213 S BAYLEN STREET	PENSACOLA	FL	32502	
024204	FABRE ENGINEERING INC DBA FABRE ENGINEERING & SURVEYING	119 GREGORY SQUARE	PENSACOLA	FL	32502	Y
040956	FITZPATRICK, DAVID W PE, PA	10250 N PALAFOX STREET	PENSACOLA	FL	32534	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
046524	GREENMAN-PEDERSEN INC	2929 LANGLEY AVENUE SUITE 203	PENSACOLA	FL	32504	
060768	GULF CIVIL ENGINEERING LLC	3298 SUMMIT BLVD STE 44	PENSACOLA	FL	32503	Y
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE STE 201	PENSACOLA	FL	32501	Y
028628	GULF COAST ENVIRONMENTAL & ENGINEERING INC	P O BOX 12623	PENSACOLA	FL	32574	
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
049076	HAMMOND ENGINEERING, INC	3802 NORTH "S" ST.	PENSACOLA	FL	32505	
019764	HEFFERNAN HOLLAND MORGAN ARCHITECT PA	312 S ALCANIZ ST	PENSACOLA	FL	32501	
027373	HERNANDEZ & SWIFT ASSOCIATES INC	1630 BALIHAI COURT	GULF BREEZE	FL	32563	
045631	HERNANDEZ CALHOUN DESIGN INTL	420 NORTH PALAFOX STREET	PENSACOLA	FL	32501	Y
067511	INFRASTRUCTURE ENGINEERS INC	3182 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
074292	INFRASTRUCTURE SPECIALTY SERVICES INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
084618	ISS AMERICA SOUTH INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
054641	JERRY PATE DESIGN INC	301 SCHUBERT DRIVE	PENSACOLA	FL	32504	Y
067283	JOE DEREUIL ASSOCIATES LLC	301 WEST CERVANTES STREET	PENSACOLA	FL	32501	Y
032824	KENNETH HORNE & ASSOCIATES	7201 NORTH 9TH AVENUE SUITE 6	PENSACOLA	FL	32504	Y

Submittal Due Date: 12/08/22

Bid No.: 23-001

**FINAL VENDOR REFERENCE LIST**  
**PROFESSIONAL ENGINEERING SERVICES FOR WEST MAIN STREET CORRIDOR IMPROVEMENTS**  
**ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	SMWBE
043865	KUNZE JR, CHARLES EDWARD	25 W CEDAR STE 214	PENSACOLA	FL	32502	
000436	LARRY M JACOBS & ASSOC INC	328 E GADSDEN ST	PENSACOLA	FL	32501	Y
059406	MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	
045220	MEP ENGINEERING SOLUTIONS INC	217 EAST INTENDENCIA ST	PENSACOLA	FL	32501	
045672	MORGAN GOLF DESIGN	PO BOX 339	GULF BREEZE	FL	32562	
081060	MULLINS LLC	41 N JEFFERSON ST	PENSACOLA	FL	32502	
068489	ONESOURCEPCS LLC	1805 CREIGHTON ROAD SUITE 1	PENSACOLA	FL	32504	Y
049009	PARRIS CONSTRUCTION CO LLC	3636 NORTH L ST BLD C STE D	PENSACOLA	FL	32505	Y
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
023075	PETERSON ENGINEERING INC	75 SOUTH 'F' STREET	PENSACOLA	FL	32501	Y
055283	PLANENG INC	501 FITZGERALD ST	PENSACOLA	FL	32505	
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
065824	PRIME AE GROUP INC	2510 WEST CERVANTES STREET	PENSACOLA	FL	32505	
017263	QUINA GRUNDHOEFER ARCHITECTS	400 WEST ROMANA STREET	PENSACOLA	FL	32502	Y
051061	REBOL-BATTLE & ASSOCIATES LLC	2301 NORTH 9TH AVENUE SUITE 3	PENSACOLA	FL	32503	Y
069116	RJH & ASSOCIATES INC	215 GRAND BLVD STE 102	MIRAMAR BCH	FL	32550	Y
024578	SAM MARSHALL ARCHITECTS	325 SOUTH PALAFOX ST	PENSACOLA	FL	32502	Y
042209	SCHMIDT DELL ASSOCIATES INC	40 S PALAFOX PLACE STE 300	PENSACOLA	FL	32502	Y
059180	SIGMA CONSULTING GROUP INC	3298 SUMMIT BOULEVARD SUITE 32	PENSACOLA	FL	32503	
037798	STOA INT'L/FLORIDA INC DBA STOA ARCHITECTS	121 EAST GOVERNMENT ST	PENSACOLA	FL	32502	
020070	STROBEL & HUNTER INC	715 EAST GADSDEN ST	PENSACOLA	FL	32501	Y
042009	THOMPSON ENGINEERING	6706-C PLANTATION BLVD	PENSACOLA	FL	32504	
067875	TIERRA	1300 WEST MAIN STREET	PENSACOLA	FL	32501	
027442	TODD, EDDIE S JR ARCHITECT	P O BOX 17623	PENSACOLA	FL	32522	
046225	TOWNES + ARCHITECT PA	2421 NORTH 12TH AVENUE	PENSACOLA	FL	32503	Y
066549	WELLS, JAMES E III &SAMANTHA M W3 ENGINEERING INC	557 NORTHCREEK CIRCLE	PENSACOLA	FL	32514	
026280	WETLAND SCIENCES INC	3308 GULF BEACH HWY	PENSACOLA	FL	32507	Y

Vendors: 61

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FPN: 440904-1-38-01	FPN: _____	FPN: _____
Federal No (FAIN): <u>D321 042 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>SU</u>	Fund: _____	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____

County No: (48) Escambia Contract No: **G2A64**

Recipient Vendor No: F596000406005 Recipient Unique Entity ID SAM No: UBMRAF87HQF5

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on June 17, 2022, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and City of Pensacola ("Recipient").

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Design of the West Main Street Corridor Improvements Project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before June 30, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 249,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$249,000 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:



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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

## 5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
  - b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
  - c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
  - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
  - e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
  - f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

## 6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

## 7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time,

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adherence to contract requirements, construction quality and scope of Federal-aid projects;

- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

## 8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  - 5. Withhold further federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:
 

Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

## 9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts



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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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

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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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**k. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

\* Exhibit G: FHWA Form 1273

\* Exhibit H: Alternative Advance Payment Financial Provisions

\* Exhibit I: State Funds Addendum

\* Exhibit J: State Financial Assistance (Florida Single Audit Act)

\* Exhibit K: Advance Project Reimbursement

\* Exhibit L: Landscape Maintenance

\* Exhibit M: Roadway Lighting Maintenance

\* Exhibit N: Traffic Signal Maintenance

\* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s):

**\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of Pensacola

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

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

DocuSigned by:  
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

*Tim Smith*

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

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Legal Review:

DocuSigned by:

*Erin Oliver*

Erin Oliver

CG336BED06F346D...

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 440904-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
City of Pensacola (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 0.785 Miles

**PROJECT DESCRIPTION:** This project is for the development and design of West Main Street Corridor Improvements project. Included in the work is the design of a 10' multi-use path adjacent to Main Street. Additional work to be included is restriping for bike lanes, intersection design to include high visibility crosswalks at the intersections of Main Street and E Street and Main Street and A Street, as well as a westbound left turn lane at Main Street and A Street. Total length of the project is 0.785 miles.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 90% along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by June 30, 2023 .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: City of Pensacola 222 W Main Street Pensacola, FL. 32502	FINANCIAL PROJECT NUMBER: 440904-1-38-01
---	---

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Design- Phase 38</b>				
FY: 2022 (SU)	\$ 249,000.00	\$ _____	\$ _____	\$ 249,000.00
FY: 2023 (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: 2024 (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 249,000.00	\$ 0.00	\$ 0.00	\$ 249,000.00
<b>Right-of-Way- Phase 48</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction- Phase 58</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction Engineering and Inspection (CEI)- Phase 68</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$ 249,000.00	\$ 0.00	\$ 0.00	\$ 249,000.00

## COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter - Local Programs Administrator

District Grant Manager Name

DocuSigned by:

*Maria Showalter*

6/9/2022 | 3:50 PM EDT

6250BD1C42F7475...

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, 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 sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* 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 sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** 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); and 49 CFR Part 21; 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); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); 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, 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 C.F.R. 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).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

**RESOLUTION NO. 2022-049**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PENSACOLA AUTHORIZING THE CITY TO ENTER INTO A  
LOCAL AGENCY PROGRAM AGREEMENT WITH THE  
FLORIDA DEPARTMENT OF TRANSPORTATION AND  
ACCEPT FUNDING FOR DESIGN OF WEST MAIN STREET  
IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Florida Department of Transportation has programmed funding for design of West Main Street Complete Street improvements; and

WHEREAS, the City Council of the City of Pensacola has an interest in designing and implementing complete street improvements within the West Main Street corridor from Barrancas Ave to South Clubbs St for approximately 0.77 miles, in accordance with the Florida-Alabama Transportation Planning Organization's West Main Street Corridor Management Plan recommendations, which includes a multi-use path, bike lanes, and enhanced crosswalks; and

WHEREAS, the City of Pensacola has been approved by the Florida Department of Transportation to enter into local agency program agreements on a project-by-project basis and such agreements are required for assistance through federal-aid funds.

WHEREAS, in order for this transportation priority to be designed to the fullest extent and in an expeditious manner, the City Council of the City of Pensacola authorizes the City to enter into a Local Agency Program agreement with the Florida Department of Transportation and accept federal-aid funds in the amount of \$249,000;

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

Section 1. The City Council of the City of Pensacola hereby authorizes the City to enter into a Local Agency Program agreement with the Florida Department of Transportation for design of West Main Street improvements and to accept federal-aid funding in the estimated amount of \$249,000.

Section 2. The City Council of the City of Pensacola authorizes the Mayor to take all actions necessary to effectuate the provisions of this Resolution.

Section 3. The City Clerk of the City of Pensacola is hereby directed to send copies of this Resolution to the City of Pensacola Public Works Department to attach to the agreement for submission to the Florida Department of Transportation and all other persons as directed by the City Council.

Section 4. This Resolution shall take effect upon the fifth day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola, Florida.

Adopted: May 26, 2022

Approved:   
President of City Council

ATTEST:

  
ASST. City Clerk

**Select Agreement****EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 20.205  
**CFDA Title:** Highway Planning and Construction  
 Federal-Aid Highway Program, Federal Lands Highway Program  
**CFDA Program Site:** [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1)  
**Award Amount:** \$249,000.00  
**Awarding Agency:** Florida Department of Transportation  
**Award is for R&D:** No  
**Indirect Cost Rate:** N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.



**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

To: Meghan.Jadofsky@dot.state.fl.us

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2A64

6/7/2022

### CONTRACT INFORMATION

<b>Contract:</b>	G2A64
<b>Contract Type:</b>	GD - GRANT DISBURSEMENT (GRANT)
<b>Method of Procurement:</b>	G - GOVERNMENTAL AGENCY (287.057,F.S.)
<b>Vendor Name:</b>	CITY OF PENSACOLA
<b>Vendor ID:</b>	F596000406005
<b>Beginning Date of This Agreement:</b>	06/06/2022
<b>Ending Date of This Agreement:</b>	06/30/2023
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$249,000.00
<b>Description:</b>	Design of West Main Street Corridor Improvements Project

### FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 6/7/2022

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55033040345
Expansion Option:	AF
Object Code:	780000
Amount:	\$249,000.00
Financial Project:	44090413801
Work Activity (FCT):	215
CFDA:	20.205
Fiscal Year:	2022
Budget Entity:	55100100
Category/Category Year:	088849/22
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

**Total Amount: \$249,000.00**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00170

City Council

3/23/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

APPOINTMENT TO THE BOARD OF TRUSTEES POLICE OFFICERS' RETIREMENT FUND

**RECOMMENDATION:**

That City Council ratify the appointment of Rodney Randle as the fifth member trustee of the Police Officers' Retirement Fund.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

At the February 8, 2023 meeting of the Police Officers' Retirement Fund, the Board of Trustees reelected Rodney Randle as the fifth member, pursuant to code Sec. 9-4-17(b)(3). His term is for two years and will expire on December 31, 2024.

**PRIOR ACTION:**

March 28, 2019 - City Council ratified the appointment of Rodney Randle as the fifth member trustee of the Board of Trustees - Police Officers' Retirement Fund.

**FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

None

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

3/10/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Lovoy, Finance Director

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00171

City Council

3/23/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

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

**RECOMMENDATION:**

That City Council ratify the reappointment of Charles Good, Jr. as the fifth member trustee of the Firefighters' Relief and Pension Fund.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

At the February 8, 2023 meeting of the Firefighters' Relief and Pension Fund, the Board of Trustees reelected Charles Good, Jr. as the fifth member, pursuant to Article IV Section 1(b) of the Special Act. His term is for two years and will expire on December 31, 2024.

**PRIOR ACTION:**

August 12, 2021 - City Council ratified the appointment of Charles Good, Jr. as the fifth member trustee of the Board of Trustees - Firefighters' Relief and Pension Fund.

**FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

None

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

3/10/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Lovoy, Finance Director

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00212

City Council

3/23/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Delarian Wiggins

**SUBJECT:**

**APPOINTMENTS:** CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

### **RECOMMENDATION:**

That City Council appoint to the Construction Board of Adjustment and Appeals an electrical contractor to a three-year term expiring March 31, 2026; a general contractor to a term ending March 31, 2025; and an alternate at large member from the construction industry to a term ending March 31, 2024.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

The Construction Board of Adjustment and Appeals reviews and grants or denies applications for variances and waivers of all technical codes, including the building code, the plumbing code, the gas code, the mechanical code, the electrical code, the minimum housing code, the unsafe building abatement code, and the swimming pool code but not the life safety and fire prevention codes. The Board serves as the regulation and discipline board for holders of City plumbing and gas certificates of competency and reviews the appeals of the interpretation of the Building Official regarding technical codes.

The following are incumbents that wish to be considered for reappointment:

### **Nominee:**

### **Nominated by:**

#### **Alternate At-Large - Construction Industry**

Hal Gordon

Incumbent

#### **General Contractor**

Donald Hanto

Incumbent

#### **Electrical Contractor**

Sean McLemore

Incumbent

### **PRIOR ACTION:**

Council makes appointments to this board annually.

**FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Member List
- 2) Application of Interest - Hal Gordon
- 3) Resume - Hal Gordon
- 4) Application of Interest - Donald Hanto
- 5) Application of Interest - Sean McLemore
- 6) Ballots

**PRESENTATION:** No



**Construction Board of Adjustment & Appeals**

<b>Name</b>	<b>Profession</b>	<b>Appointed By</b>	<b>No. of Terms</b>	<b>Year</b>	<b>Exp Date</b>	<b>First Appointed</b>	<b>Term Length</b>	<b>Comments</b>
BLANK, BLANK				2023				
Fooladi, Amir	Alt. At-large/Public	Council	2	2023	3/31/2022	9/15/2016	2	Vacated by Dewey Miller
Gordon, Hal B.	Alt. At Large Constructio	Council	9	2023	3/31/2022	3/23/2000	2	Replaced Don Jackson
Hanto, Donald	General Contractor	Council	1	2023	3/31/2022	9/5/2016	3	Orig term for one year - James Moulton
McLemore, Sean	Electrical Contractor	Council	2	2023	3/31/2023	1/17/2019	3	Replaced Fred Fell
Ritz, Stephen	Mechanical Contractor	Council	10	2023	3/31/2024	3/10/1994	3	
VACANT, VACANT	Plumbing and Gas Contract	Council	3	2023	3/31/2023	3/24/2005	3	vacated by Don C. Boyd
VACANT, VACANT	Architect	Council	0	2023	3/31/2023	1/17/2019	3	vacated by Yuri Ramos
VACANT, VACANT	Engineer	Council	0	2023	3/31/2024	3/10/1994	3	Don Jehle resigned Created 2/11/94, Ord. 4-94
Whittaker, Clay	at-large public	Council	1	2023	3/31/2022	9/15/2016	3	vacated by Torya Wilson

Term Length: THREE (3) YEARS FOR MEMBERS  
TWO (2) YEARS FOR ALTERNATES

ALTERNATE MEMBERS ARE APPOINTED FOR A TERM OF TWO YEARS. COMPOSED OF SEVEN (7) MEMBERS AND TWO (2) ALTERNATES APPOINTED BY CITY COUNCIL; ONE REGISTERED ARCHITECT, ONE REGISTERED PROFESSIONAL ENGINEER, ONE GENERAL OR BUILDING CONTRACTOR, ONE ELECTRICAL CONTRACTOR, ONE PLUMBING AND GAS CONTRACTOR, ONE MECHANICAL CONTRACTOR, AND ONE MEMBER AT LARGE FROM THE PUBLIC. ALTERNATES SHALL BE ONE MEMBER AT LARGE FROM THE CONSTRUCTION INDUSTRY AND ONE MEMBER AT LARGE FROM THE PUBLIC.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**Sent:** Tuesday, February 28, 2023 9:05 AM  
**To:** [Ericka Burnett](#); [Robyn Tice](#)  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

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(Section Break)

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### Personal Information

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Name	Hal Gordon
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Home Address	4160 Iris Court
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Business Address	<i>Field not completed.</i>
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To which address do you prefer we send correspondence regarding this application?	Home
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Preferred Contact Phone Number(s)	850-554-3378
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Email Address	<a href="mailto:hbgpns@aol.com">hbgpns@aol.com</a>
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Upload Resume (optional)	<a href="#">city board appeals 2018_.docx</a>
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(Section Break)

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## Details

Are you a City resident?	Yes
If yes, which district?	2
If yes, how long have you been a City resident?	Life Time
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Construction Board of Adjustment & Appeals
Please list the reasons for your interest in this position:	Find common sense solutions to unique or special construction issues.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Construction Board of Adjustment & Appeals
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

## Diversity

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

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

---

Acknowledgement of Terms   I accept these terms.

---

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

## HAL GORDON

Life Long Residence --- City of Pensacola

Commercial Construction ---- 48 years

16 years – Project Manager ---- Greenhut Construction

32 years – Project Manager ---- Wescon Corporation

Certified General Contractor – State Florida

University of Florida – B.A. Building Construction

Local Construction Projects:

City Pensacola

Airport Terminal Project --- 1990 – Completed 4 months early

Fire Station 2 & 4 (New)

Police Department Addition / Renovations

City Hall --- 3<sup>rd</sup> Floor Renovations

Fricker Center

Corrine Jones Center

Medical

Sacred Heart Hospital

Baptist Hospital

West Florida Hospital

Medical Dental Clinic --- NAS

Providence Hospital

Other Local Projects:

UWF – Historic Trust (Historic Village) / UWF Main Campus

Blount / Brent Building Renovations & Repairs – Project Manager  
2015 to 2021

Covenant Hospice – Goldenburg Residence Expansion /

Renovation

Covenant Hospice – Corporate Office Renovations 12 Ave.

Covenant Hospice – Training Facility Palafox St.

State of Florida – Area CM Contractor – 28 years --- James

Building /  
Parkway)

Florida Fish & Wildlife Bldg. (Bayfront

US Federal Courthouse – Renovations of Old Courthouse

UWF Historic Trust --- CM Contractor the Village Projects

St. Christopher's Church – Expansion / Grace Lutheran / Myrtle

Grove

Methodist

Christ Church --- Bell Tower Reconstruction (Ivan Damage) / Parish  
Hall Renovations

UWF / PJC

**From:** noreply@civicplus.com  
**Sent:** Thursday, February 23, 2023 4:52 PM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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---

(Section Break)

---

### Personal Information

---

Name	Donald Hanto
Home Address	3040 Windermere Drive Pensacola, FL 32503
Business Address	3601 North Palafox Street Pensacola, FL 32505
To which address do you prefer we send correspondence regarding this application?	Business
Preferred Contact Phone Number(s)	8503936003
Email Address	<a href="mailto:dhanto@hantoclarke.com">dhanto@hantoclarke.com</a>
Upload Resume (optional)	Field not completed.

---

(Section Break)

---

Details

---

Are you a City resident? Yes

---

If yes, which district? 3

---

If yes, how long have you been a City resident? 20 years

---

Do you own property within the City limits? Yes

---

Are you a registered voter in the city? Yes

---

Board(s) of interest: City of Pensacola Construction Board of Adjustment and Appeals

---

Please list the reasons for your interest in this position: Previously served on this board.

---

Do you currently serve on a board? No

---

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

---

Do you currently hold a public office? No

---

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

---

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

---

(Section Break)

---

Diversity

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

---

Gender Male

---

Race Caucasian

---

Physically Disabled

No

---

(Section Break)

---

Acknowledgement of Terms    I accept these terms.

---

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



**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**Sent:** Thursday, February 23, 2023 9:06 AM  
**To:** [Ericka Burnett](#); [Robyn Tice](#)  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

---

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(Section Break)

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### Personal Information

---

Name	sean mclemore
------	---------------

---

Home Address	2028 blue sky drive pensacola fl 32506
--------------	---

---

Business Address	po box 16756 pensacola fl 32507
------------------	------------------------------------

---

To which address do you prefer we send correspondence regarding this application?	Business
---	----------

---

Preferred Contact Phone Number(s)	8507777872
-----------------------------------	------------

---

Email Address	<a href="mailto:seanmclemore@hotmail.com">seanmclemore@hotmail.com</a>
---------------	--

---

Upload Resume (optional)	Field not completed.
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---

(Section Break)

Details

Are you a City resident? No

If yes, which district? *Field not completed.*

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

Do you own property within the City limits? No

Are you a registered voter in the city? No

Board(s) of interest: construction board of appeals

Please list the reasons for your interest in this position: reappointment

Do you currently serve on a board? Yes

If yes, which board(s)? construction board of appeals

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Male

Race Caucasian

Physically Disabled

No

---

(Section Break)

---

Acknowledgement of Terms    I accept these terms.

---

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

Ballot – **Construction Board of Adjustment and Appeals**

March 23, 2023

*Three year term expiring March 31, 2026*

***Electrical Contractor***

\_\_\_\_\_ Sean McLemore

\_\_\_\_\_

**Vote for One**

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

Ballot – **Construction Board of Adjustment and Appeals**

March 23, 2023

*Three year term expiring March 31, 2025*

***General Contractor***

\_\_\_\_\_ Donald Hanto

\_\_\_\_\_

**Vote for One**

Signed: \_\_\_\_\_

Council Member

Ballot – **Construction Board of Adjustment and Appeals**

March 23, 2023

*Two year term expiring March 31, 2024*

**Alternate At-Large – Construction Industry**

\_\_\_\_\_ Hal Gordon

\_\_\_\_\_

**Vote for One**

Signed: \_\_\_\_\_

Council Member



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 23-00214

City Council

3/23/2023

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Delarian Wiggins

**SUBJECT:**

**APPOINTMENT:** WEST FLORIDA PUBLIC LIBRARY BOARD OF GOVERNANCE

### **RECOMMENDATION:**

That City Council appoint one individual to the West Florida Public Library Board of Governance for a term of two (2) years expiring February 28, 2025.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

The West Florida Public Library Board of Governance is responsible for establishing policy, overseeing the library's finances, approving the library system's annual budget, and ensuring that adequate funds are available to finance the budget. The board also oversees the library director and is responsible for understanding the library's mission, programs, and services delivered to the community.

The following has been nominated:

### **Nominee:**

### **Nominated by:**

Kenneth Wall

Brahier

### **PRIOR ACTION:**

City Council makes appointments to this board biennially.

### **FUNDING:**

Budget: N/A

Actual: N/A

### **FINANCIAL IMPACT:**

None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Nomination Form - Kenneth Wall
- 2) Application of Interest - Kenneth Wall
- 3) Resume - Kenneth Wall
- 4) Ballot

**PRESENTATION:** No



**CITY OF PENSACOLA, FLORIDA**

**NOMINATION FORM**

I, Jennifer Brahier, do nominate Kenneth "Blaine" Wall  
(Nominee)

685 Aragon Street 32502 850-393-8821  
(Home Address) (Phone)

1000 College Blvd 32504 850 484 1352  
(Business Address) (Phone)

Kbw324@bellsouth.net  
(Email Address)

City Resident: ☒ YES ☐ NO  
Property Owner within the City: YES ☐ NO

for appointment by the City Council for the position of:

**MEMBER**  
**WEST FLORIDA PUBLIC LIBRARY BOARD OF GOVERNANCE**  
**(Two-year term expiring 2/28/2025)**

Provide a brief description of nominee's qualifications:

Blaine is an accomplished English professor at  
Pensacola State College. He not only utilizes libraries  
with and for his students, but has also been a  
long standing member of PSC's Library Advisory Council.

[Signature]  
City Council Member

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

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

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**Sent:** Monday, February 13, 2023 4:37 PM  
**To:** [Ericka Burnett](#); [Robyn Tice](#)  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

---

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(Section Break)

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### Personal Information

---

Name	Kenneth Blaine Wall
Home Address	685 Aragon Street Pensacola, FL 32502
Business Address	1000 College Blvd. Bldg, 4, Room 469x Pensacola, FL 32504
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8503938821
Email Address	<a href="mailto:kbw324@bellsouth.net">kbw324@bellsouth.net</a>

---

Upload Resume (optional) [KBWall\\_CV\\_2021.docx](#)

---

(Section Break)

---

#### Details

---

Are you a City resident? Yes

---

If yes, which district? 6

---

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

---

Do you own property within the City limits? Yes

---

Are you a registered voter in the city? Yes

---

Board(s) of interest: West Florida Public Library Board of Governance

---

Please list the reasons for your interest in this position: As an English professor, I know how important libraries are to our community. Now more than ever, citizens need access to the vital services provided by libraries and librarians, and I would be honored to play a role supporting our outstanding community libraries. I have served as a member of the Pensacola State College library advisory committee for years, and I would welcome the opportunity to serve the broader community in a similar capacity.

---

Do you currently serve on a board? No

---

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

---

Do you currently hold a public office? No

---

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

---

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

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(Section Break)

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#### Diversity

*In order to encourage diversity in selections of members of government*

*committees, the following information is required by Florida Statute 760.80 for some committees.*

---

Gender	Male
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---

Race	Caucasian
------	-----------

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Physically Disabled	No
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(Section Break)

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Acknowledgement of Terms	I accept these terms.
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Email not displaying correctly? [View it in your browser.](#)

# Kenneth Blaine Wall, D.A.

Professor of English

685 Aragon Street  
Pensacola, Florida, 32502

850.393.8821

kbw324@bellsouth.net

Innovative English Professor bringing proven success in implementing technology-based curriculum delivery and assessment tools in both composition and literature courses. Passionate about fostering academic development and success for every student.

## Skills

- Individualized support
- Online teaching (Canvas, Brightspace, Blackboard, Zoom)
- Technology integration
- Testing and evaluation
- Academic research
- Curriculum Development
- Areas of Interest: American Literature, African American Literature, American Southern Literature, British Literature, Contemporary Literature, Postmodern Literature, Canonicity, Diversity, Social Justice, Composition, Literary Pedagogy, Literacy, Psychology of Literature.

## Education

May 2019

### ● Doctor of Arts: English Pedagogy and Technology

*Murray State University - Murray, KY*

GPA: 4.0, Pedagogical approaches to literature and composition, Postcolonial literature, American literature from 1800, social justice, canonicity. Capstone: "Making Literature Matter: Reimagining the American Literary Canon to Address Issues of Social Justice in Today's College-Level American Literature Courses."

August 2000

### ● Master of Education: English

*William Carey University - Hattiesburg, MS*

GPA: 4.0, Pedagogical approaches to literature and composition; modern and contemporary American drama.

May 1999

### ● Bachelor of Arts: English

*William Carey University - Hattiesburg, MS*

graduated magna cum laude, GPA: 3.81, Member of Alpha Chi, International Honor Society; president of Sigma Tau Delta, International English Honor Society; member of President's Round Table.

## Work History

2003 - Current

### ● Professor of English

*Pensacola State College, Pensacola, Florida*

- I teach face-to-face classes, and both asynchronous and synchronous online courses, including the following: Composition I, Composition II, American Literature from 1870, Contemporary Literature, African American Literature, and English Literature to 1800.
- Have developed and taught online sections of Composition I, Composition II, Contemporary Literature, and American Literature from 1870 using WebCT, Angel, D2L, Canvas, and Zoom learning management systems.
- Have served on the Distance Learning Committee for numerous years and served as a course evaluator for new courses.
- Currently serve on the Robinson Honors Program Committee and the Library Committee.
- Serve as a mentor and course coordinator to new faculty and adjunct instructors.
- Selected as outstanding new faculty member by my department in 2003 and was inducted into the Academy of Teaching Excellence at Pensacola State College in April 2007.
- Awarded tenure in 2007.
- Promoted from instructor to assistant professor in 2007, assistant professor to associate professor in 2010, and associate professor to professor in 2013.
- Probed, encouraged and facilitated class discussions by building discussions into lessons, asking open-ended questions and using techniques to track student participation and actively solicit input.
- Utilized multimedia strategies and technology to convey information in fresh and interesting ways.

2021 - Current

### ● Adjunct Instructor of English Pedagogy

*Murray State University, Murray, Kentucky*

- Created and taught a synchronous section of ENG 900: Methods of Analysis and Reflection in English Pedagogy. This course is a core course in the Doctor of Arts (D.A.) program at MSU.

2020 - Current

### ● Adjunct Instructor of Literature

*Southern New Hampshire University, Online*

2003 - 2010

- Engaged students with insightful and compelling classroom discussion of topics relevant to coursework to boost student learning and retention.
- Participated in school retention initiatives by providing regular, accurate and timely feedback to students and school concerning academics, behavior and attendance.
- Examined and graded assignments and assessments to report grades to appropriate personnel.
- Consistently communicated with students to acknowledge and reward positive strides and discuss areas of improvement.
- Nominated for Rising Start Award honoring a new adjunct who surpasses SNHU requirements and expectations.

### **Adjunct English Instructor**

*Troy University West Florida Campus, Pensacola, Florida*

- Taught Composition and Research I and II and World Literature I and II to students on a local military base in an accelerated time frame.
- I was responsible for designing, planning, and teaching the courses.
- Because many of the course were offered on base, the majority of my students were either active-duty military or veterans.

2001 - 2003

### **Adjunct English Instructor**

*William Carey University, Hattiesburg, MS*

- Taught Composition I, Composition II, American Literature II, Essentials of Grammar and Writing, and Basic Skills in English.
- Conducted independent study courses with students.
- Composed and prepared a variety of written materials, including course syllabi, testing materials, etc., as well as prepared lecture materials for verbal presentation.

2000 - 2002

### **English Teacher**

*Columbia High School, Columbia, MS*

- Taught Accelerated English IV, Accelerated English I, English I, remedial English, college (dual enrollment) English, and a computer-based summer school program for academically at-risk students.
- Presented course materials through oral presentations, role playing, multimedia presentations, and other methods; prepared lesson plans, projects, and reports.
- Helped plan, implement, and oversee a senior exit project.
- Served on numerous district committees, including a staff development committee and a SACS reaccreditation committee.
- Co-wrote a grant that provided funds for remedial English and math classes as well as career classes.
- Oversaw fund raising for and production of the CHS yearbook.
- Served as an assistant director and accompanist for the annual CHS musical.

## English Teacher

*Perry Central High School, New Augusta, MS*

- Established appropriate deadlines and provided complete instructions for reading assignment and homework.
- Completed in-service and additional training to maintain professional growth.
- Explored and implemented innovative use of technology in language education.
- Tracked student progress using exams and weekly graded assignments, keeping detailed notes and working with students to identify and rectify issues.
- Provided personal guidance for students struggling both in and out of classrooms, maintaining professionalism while helping students feel safe.
- Prepared and implemented lesson plans covering required course topics.

## Affiliations

- National Council of Teachers of English (NCTE), American Federation of Teachers, Association of Florida Colleges, Modern Language Association (MLA), College English Association (CEA)

## Publications

- "Bridge Over Xenophobia: Using Literary Choices to Encourage Tolerance," *CEA Forum*, Vol. 49, Iss. 1, Winter/Spring 2021.
- Past Associate Editor, *Journal of the Mississippi Council of Teachers of English*
- Past Editor, Pensacola State College Faculty Association's *The Communicator*

### IN PREPARATION

- "Hester Prynne in the Age of #MeToo: Teaching with Presentism and Literary Situation."

## Presentations

- "Bridge Over Xenophobia: Using Literary Choices to Encourage Tolerance," College English Association 49th Annual Conference, St. Petersburg, FL, April 2018.
- "Using Presentism and Non-Canonical Literature to Re-Examine the Myth of the Lost Cause," College English Association 51th Annual Conference, Hilton Head, SC, March 2020 (cancelled due to COVID-19 pandemic)



## Professional Involvement

### CONTINUING EDUCATION WORKSHOPS/SEMINARS

- Various Distance Learning Workshops and Conferences

Pensacola State College, Pensacola, FL 2003-2021

- Served on the SPD Committee and helped plan workshops and seminars for faculty
- Numerous SPD workshops leading to initial credentialing
- Pensacola State College President's Leadership Institute, Class of 2012

### GRANTS

- Cowriter, Columbia High School Schools that Work Grant, 2003: Funded state grant paid for two faculty positions to help remediate students in English and math.
- Cowriter and Program Director, NEH Grant (Applied for Fall 2015)

### EVALUATOR/JUDGE

- CLEP American Literature Test Judge, November-December 2019

## Committee Membership

- SACS Core Team
- Pensacola Provost Search Committee
- Lyceum Committee
- Robinson Honor's Program Advisory Committee
- Global Learning Outcomes Committee
- Student Publications Committee
- Cultural Diversity Committee
- Library Committee
- Staff and Professional Development Committee
- Distance Learning Peer Review Committee
- Composition Council
- Academy of Teaching Excellence, President 2009-2010
- President of Faculty Association, 2009-2013; 2021-present
- Chief Negotiator, Faculty Association, 2015-2021
- Senator, United Faculty of Florida, 2009-present
- Numerous Tenure-Track Faculty Hiring Committees

**Ballot – West Florida Public Library Board of Governance**

March 23, 2023

*Two year term expiring February 28, 2025*

***Member***

\_\_\_\_\_ Kenneth Wall

\_\_\_\_\_

**Vote for One**

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00216

City Council

3/23/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Delarian Wiggins

**SUBJECT:**

APPOINTMENTS: URBAN CORE REDEVELOPMENT BOARD

### **RECOMMENDATION:**

That City Council appoint a resident, owner or operator of a business in the North Hill Area and the Gateway Area to the Urban Core Redevelopment Board for a term of three (3) years, expiring March 31, 2026.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

The Urban Core Redevelopment Board provides ongoing involvement of stakeholder groups in the Urban Core Community Redevelopment Area (Ordinance 08-20). The board's authority and duty are to make recommendations regarding implementation of the Urban Core Community Redevelopment Plan.

The Urban Core Redevelopment Board consists of eleven (11) members appointed by the City Council. One member is a member of City Council. The other ten (10) members appointed to these seats shall be residents or owners or operators of businesses located within the Urban Core CRA neighborhood in which they represent.

Belmont DeVilliers Area	Central Business Area
East Hill Area	Gateway Area
Historic District - Aragon Area	Long Hollow Area
North Hill Area	Old East Hill Area
Tanyard Area	Waterfront Area

The following are incumbents that wish to continue serving:

### **Nominee**

### **Nominated by:**

***North Hill Area***

Melanie Nichols

Incumbent

**Gateway Area**

Kelly Wieczorek

Incumbent

**PRIOR ACTION:**

City Council makes appointments to this board every three years.

**FUNDING:**

Budget:        N/A

Actual:            N/A

**FINANCIAL IMPACT:**

None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Member List
- 2) Application of Interest - Melanie Nichols
- 3) Application of Interest - Kelly Wieczorek
- 4) Resume - Kelly Wieczorek
- 5) Ballots

**PRESENTATION:**    No

## Urban Core Redevelopment Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Dziadon, Gregory	Belmont DeVilliers Area	Council	0	2023	3/31/2023	4/23/2020	3	
Foster, Blake	Central Business Area	Council	0	2023	3/31/2023	4/23/2020	3	
Hlubek, James	East Hill Area	Council	0	2023	3/31/2023	4/23/2020	3	
Leeper, Spencer	Waterfront Area	Council	0	2023	3/31/2023	7/16/2020	3	
Moore, Jared	Council Representative	Council	0	2023	11/26/2024	12/15/2022	2	
Nichols, Melanie	North Hill Area	Council	0	2023	3/31/2023	4/23/2020	3	
Satterwhite, Christopher	Old East Hill Area	Council	0	2023	3/31/2023	4/23/2020	3	
VACANT, VACANT	Long Hollow Area	Council	0	2023	3/31/2023	4/23/2020	0	
VACANT, VACANT	Historic District-Aragon	Council	0	2023	3/31/2023	4/23/2020	3	
Wieczorek, Kelly	Gateway Area	Council	0	2023	3/31/2023	4/23/2020	3	
Wiggins, Marilyn	Tanyard Area	Council	0	2023	3/31/2023	4/23/2020	3	

Term Length: THREE YEARS

The Urban Core Redevelopment Board has been established to provide for the ongoing involvement of stakeholder groups in the Urban Core Community Redevelopment Area (Ordinance 08-20). The board's authority and duty is to make recommendations regarding implementation of the Urban Core Community Redevelopment Plan.

Members: Eleven (11) total. One member of Council and one representative from the following areas within the Urban Core CRA:

Belmont DeVilliers Area, Central Business Area, East Hill Area, Gateway Area, Historic District-Aragon Area, Long Hollow Area, North Hill Area, Old East Hill Area, Tanyard Area, and Waterfront Area.

Members appointed to these seats shall be residents or owners or operators of businesses located within the Urban Core CRA neighborhood in which they represent.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**Sent:** Thursday, February 9, 2023 10:19 AM  
**To:** [Ericka Burnett](#); [Robyn Tice](#)  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

---

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(Section Break)

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### Personal Information

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Name	Melanie A Nichols
------	-------------------

---

Home Address	14 E. Gonzalez Street
--------------	-----------------------

---

Business Address	1501 North Palafox Street Pensacola, FL 32501
------------------	--

---

To which address do you prefer we send correspondence regarding this application?	Home
---	------

---

Preferred Contact Phone Number(s)	8502211586
-----------------------------------	------------

---

Email Address	<a href="mailto:nicholsmelanie2@gmail.com">nicholsmelanie2@gmail.com</a>
---------------	--

---

Upload Resume (optional)	<a href="#">Nichols_Resume.pdf</a>
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(Section Break)

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Details

---

Are you a City resident? Yes

---

If yes, which district? 6

---

If yes, how long have you been a City resident? 27 years

---

Do you own property within the City limits? Yes

---

Are you a registered voter in the city? Yes

---

Board(s) of interest: Urban Core Redevelopment Board

---

Please list the reasons for your interest in this position: I have enjoyed my first term on the Urban Redevelopment Board and I am very much interested in continuing the great progress that we have made to bring vital redevelopment projects to the entire CRA District.

---

Do you currently serve on a board? Yes

---

If yes, which board(s)? Urban Core Redevelopment Board

---

Do you currently hold a public office? No

---

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

---

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

---

(Section Break)

---

Diversity

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

---

Gender Female

---

Race Caucasian

---

Physically Disabled

No

---

(Section Break)

---

Acknowledgement of Terms    I accept these terms.

---

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



**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**Sent:** Monday, February 27, 2023 3:57 PM  
**To:** [Ericka Burnett](#); [Robyn Tice](#)  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

---

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

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

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(Section Break)

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### Personal Information

---

Name	Kelly Wieczorek
------	-----------------

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Home Address	1421 E. Gadsden St. Pensacola, FL 32501
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Business Address	720 Bayfront Parkway, Suite 200 Pensacola, FL 32502
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To which address do you prefer we send correspondence regarding this application?	Business
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---

Preferred Contact Phone Number(s)	(850) 432-8664
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---

Email Address	<a href="mailto:kelly.wieczorek@gmcnetwork.com">kelly.wieczorek@gmcnetwork.com</a>
---------------	--

---

Upload Resume (optional)	<a href="#">Kelly Wieczorek_Resume 2023.pdf</a>
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(Section Break)

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Details

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Are you a City resident? Yes

---

If yes, which district? 6

---

If yes, how long have you been a City resident? 18 years

---

Do you own property within the City limits? Yes

---

Are you a registered voter in the city? Yes

---

Board(s) of interest: Urban Core Redevelopment Board

---

Please list the reasons for your interest in this position: I am an Architect and lead the Pensacola office of our regional firm. I have a strong commitment to community design and the built environment, and enjoy helping Northwest Florida become a more sustainable place to live, work and play. I currently serve on several boards, including the Downtown YMCA Advisory Board, and the Florida Chapter of the American Institute of Architects. My past experience with Board/committees within the City of Pensacola include the Community Maritime Park Associates Board of Trustees; the CMPA Design committee, and the City of Pensacola Complete Streets Committee. I also volunteer for several local organizations. I was a graduate of the 2014 class of Leadership Pensacola.

---

Do you currently serve on a board? Yes

---

If yes, which board(s)? Urban Core Redevelopment Board

---

Do you currently hold a public office? No

---

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

---

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

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(Section Break)

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**Diversity**

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

---

Gender	Female
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Race	Caucasian
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Physically Disabled	No
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(Section Break)

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Acknowledgement of Terms	I accept these terms.
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Email not displaying correctly? [View it in your browser.](#)



**Kelly Wieczorek, AIA, LEED® AP BD+C, NCARB**  
Senior Project Manager

**Goodwyn Mills Cawood**

720 Bayfront Parkway  
Suite 200  
Pensacola, FL 32502

T (850) 432-0706  
F (850) 433-0508

www.gmcnetwork.com

**EDUCATIONAL BACKGROUND**

---

- University of Florida—College of Design, Construction & Planning Gainesville, FL  
Bachelor of Design in Architecture 2003  
Master of Architecture 2005
- Vicenza Institute of Architecture Vicenza, Italy  
Study Abroad Program 2004

**PROFESSIONAL REGISTRATIONS**

---

- Registered Architect  
State of Florida (Also Alabama, South Carolina, and Virginia) #96359 2012  
National Council of Architectural Boards #123217 2012
- Registered Interior Designer  
State of Florida #5987 2012
- Leadership in Energy & Environmental Design (LEED) - USGBC  
Accredited Professional 2007
- Licensed Disaster Safety Worker  
State of California—Emergency Management Agency 2018

**RELEVANT PROFESSIONAL EXPERIENCE AND AFFILIATIONS**

---

- Goodwyn, Mills and Cawood, Inc. Pensacola, FL  
(previously Bay Design Associates Architects, PL)  
Vice President Architecture 2022-present (previously Senior Project Manager 2009-2022)  
17 years experience in design and construction administration of facilities throughout the Southeast
- American Institute of Architects Florida Association: Vice President, Professional  
Development Chair, Convention Chair; Secretary/Treasurer (2019-2020)  
State Board of Directors (2016-2019); Professional Development Committee (2018-2019);  
Membership Committee (2018); Emerging Professionals Taskforce (2017-present); Advocacy  
Committee (2017, 2020); Communications Committee (2017); Convention Committee (2017);  
Presidential Citation (2014); "Associate Member Individual Honor Award" (2010) Northwest  
Florida Chapter: Board Member (1984-1990, 2000-2005); Vice-President (2013); President (2014);  
"Service to the Profession Award" (2012, 2018)
- US Green Building Council Florida Chapter: Board of Directors (2014-2016) Northern Gulf Coast  
Chapter: Board of Directors (2008-2016); Vice Chair (2009); Chair (2010); Regional Representative  
(2012-2014)
- Community Maritime Park Associates: Board of Directors (2014-2017); Design Committee  
(2014-2017)



**Kelly Wieczorek, AIA, LEED® AP BD+C, NCARB**

Page 2

- City of Pensacola Complete Streets Committee (2012)
- Leadership Pensacola – Graduate (2014)
- Rising Star—Independent News (2010)
- UWF Summer Explorers Program—Instructor (2010-2011)
- Habitat for Humanity—Volunteer
- Participant in numerous presentations to construction and design groups: Associated General Contractors, NAIOP Northwest Florida, International Building Code Conference, Florida Board of Architecture, American Institute of Architects, Construction Specifications Institute

Ballot – **Urban Core Redevelopment Board**

March 23, 2023

*Three-year term expiring March 31, 2026*

**North Hill Area**

\_\_\_\_\_ Melanie Nichols

\_\_\_\_\_

**Vote for One**

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

Ballot – **Urban Core Redevelopment Board**

March 23, 2023

*Three-year term expiring March 31, 2026*

**Gateway Area**

\_\_\_\_\_ Kelly Wieczorek

\_\_\_\_\_

**Vote for One**

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00241

City Council

3/23/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Vice President Casey Jones

**SUBJECT:**

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE PRESIDENT CASEY JONES - DISTRICT 3

**RECOMMENDATION:**

That City Council approve funding of \$500 for Helping Youth in Pensacola Endure (H.Y.P.E.) from the City Council Discretionary Funds for District 3.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

H.Y.P.E. is a non-profit organization whose mission is to provide comprehensive and innovating programs that will serve the youth to envision and navigate a course for a rewarding future characterized by achievement, independent thought and social responsibility. One of those programs is their Annual Easter Egg Hunt. This annual event will be held on April 8, 2023, from 1 - 4 p.m. at Terry Wayne Park. Funding will be used towards food and prizes for the event.

**PRIOR ACTION:**

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

**FUNDING:**

Budget:        \$31,367        Current Balance - District 3 Discretionary Funds

Actual:        \$    500        H.Y.P.E. 2023 Easter Egg Hunt

**FINANCIAL IMPACT:**



A balance of \$31,367 is currently within the District 3 Discretionary Fund Account. Upon approval by City Council, a balance of \$30,867 will remain in the District 3 Discretionary Fund Account.

**STAFF CONTACT:**

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00256

City Council

3/23/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Teniadé Broughton

**SUBJECT:**

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

**RECOMMENDATION:**

That City Council approve funding of \$500 for The Rosa Verde Foundation, Inc., \$500 for the Lamplighter Academic and Mentoring Programs, Inc., \$500 for the Pensacola Pen Wheels, Inc. Employ the Handicapped Council, and \$300 for the Pensacola Alumnae Chapter of Delta Sigma Theta Sorority, Inc. from the City Council Discretionary Funds for District 5.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The Rosa Verde Foundation, Inc. was founded by the Delta Iota Omega Chapter of the Alpha Kappa Alpha Sorority, Inc. to aid the youth of Pensacola in educational advancement through a robust scholarship program. They strive to change the trajectory of these students' lives by giving them access to financial assistance for higher education. Funding will be used towards their mission.

The Lamplighter Academy and Mentoring Program, Inc. is a non-profit organization whose mission is to empower youth with academic and social skills, community connections, and progressive opportunities necessary to ensure their roles as active, educated, and responsible citizens. Funding will be used towards their youth mentoring program.

The Pensacola Pen Wheels, Inc. Employ the Handicapped Council helps people with disabilities find jobs and function within our community. Funding will be used towards their mission.

The Delta Sigma Theta Sorority, Inc. was founded in 1913 by 22 dynamic women who envisioned and shared the epitome of true sisterhood, scholarship, service and social action. As a sorority rooted in Christian principles, the Founders laid the foundation and legacy for their unprecedented work of serving others and assisting those in need. The Delta Alpha Sigma Chapter of Delta Sigma

Theta Sorority, Inc. was established on April 20, 1949. Their Five-Point Programmatic Thrust includes Educational Development, Economic Development, International Awareness and Involvement, Physical and Mental Health and Political Awareness and Involvement. Funding will be used towards their youth mentoring programs.

**PRIOR ACTION:**

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

**FUNDING:**

Budget:	\$ 14,302	Current Balance District 5 Discretionary Funds
Actual:	\$ 500	Rosa Verde Foundation
	500	Lamplighter Academic and Mentoring Programs
	500	Pensacola Pen Wheels, Inc.
	300	Pensacola Alumnae Chapter of Delta Sigma Theta
	<u>\$ 1,800</u>	

**FINANCIAL IMPACT:**

A balance of \$14,302 is currently within the District 5 Discretionary Fund Account. Upon approval by City Council, a balance of \$12,502 will remain in the District 5 Discretionary Fund Account.

**STAFF CONTACT:**

Don Kraher, Council Executive  
Yvette McLellan, Special Assistant to the Council Executive

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00213

City Council

3/23/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Delarian Wiggins

**SUBJECT:**

APPOINTMENTS: PARKS AND RECREATION BOARD

### **RECOMMENDATION:**

That City Council appoint two (2) individuals to the Parks and Recreation Board for a term of three (3) years expiring March 31, 2026, and appoint one individual to fill an unexpired term ending March 31, 2025.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

The Parks and Recreation Board advises and makes recommendations to the City Council and advises the Mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks within the city. The board also provides input on master plan updates and improvements, and policy development for the use of recreational facilities.

### **Nominee:**

### **Nominated by:**

#### ***Three-year term expiring March 31, 2026***

Renee Borden	Incumbent
Amy Farrell	Patton
Leah Harrison	Incumbent

#### ***Unexpired term ending March 31, 2025***

Kristin Brown	Moore
---------------	-------

### **PRIOR ACTION:**

City Council makes appointments to this board annually.

### **FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Member List
- 2) Application of Interest - Renee Borden
- 3) Resume - Renee Borden
- 4) Nomination Form - Kristin Brown
- 5) Application of Interest - Kristin Brown
- 6) Resume - Kristin Brown
- 7) Nomination Form - Amy Farrell
- 8) Application of Interest - Amy Farrell
- 9) Application of Interest - Leah Harrison
- 10) Ballots

**PRESENTATION:** No

## Parks and Recreation Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Borden, Renee	Realtor	Council	0	2023	3/31/2023	4/8/2021	3	
Bruni, Antonio	Attorney	Council	1	2023	3/31/2025	4/11/2019	3	
Del Gallo, David	Building Contractor	Council	1	2023	3/31/2025	4/11/2019	3	
Escobar-Ryan, Alejandra		Council	0	2023	3/31/2024	4/11/2019	3	
Harrison, Leah		Council	0	2023	3/31/2023	4/11/2019	3	
Hicks, Rand		Council	2	2023	3/31/2024	3/12/2015	3	
Jerralds, John	Ret Educator/Former CM	Council	0	2023	3/31/2025	7/21/2022	3	
VACANT, VACANT		Council	0	2023	3/31/2025	6/16/2022	3	
Wolf, Michael C.	Landscape Architect	Council	0	2023	3/31/2024	4/23/2020	3	

## Term Length: THREE YEAR TERMS

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

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

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

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**Sent:** Friday, February 10, 2023 1:17 PM  
**To:** [Ericka Burnett](#); [Robyn Tice](#)  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

---

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(Section Break)

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### Personal Information

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Name	Renee W. Borden
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---

Home Address	1404 East La Rua Pensacola, FL 32501
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---

Business Address	301 North Barcelona Suite A Pensacola, FL 32501
------------------	---

---

To which address do you prefer we send correspondence regarding this application?	Home
---	------

---

Preferred Contact Phone Number(s)	850.393.6396
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---

Email Address	<a href="mailto:bordenrenee1@gmail.com">bordenrenee1@gmail.com</a>
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---

Upload Resume (optional) [BORDEN\\_RESUME\\_2023.pdf](#)

(Section Break)

#### Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? 29

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Parks and Rec

Please list the reasons for your interest in this position: I would like to continue with my role as a Parks & Rec board member. Currently the board has been working on developing a master plan for our Parks System and I would like to see this goal completed. I believe strongly in providing beautiful, sustainable public green spaces and public recreation for all of our citizens. I think these spaces are vital to a vibrant, healthy, active city. I would appreciate the opportunity to continue to serve a full term. Thank You.

Do you currently serve on a board? Yes

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

Do you currently hold a public office? No

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

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

(Section Break)

#### Diversity

*In order to encourage diversity in selections of members of government*



*committees, the following information is required by Florida Statute 760.80 for some committees.*

---

Gender	Female
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Race	Caucasian
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Physically Disabled	No
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(Section Break)

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Acknowledgement of Terms	I accept these terms.
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Email not displaying correctly? [View it in your browser.](#)



## QUALIFICATION SUMMARY

---

Currently licensed as a Florida Broker/Owner of Wren Realty Group LLC, woman owned independent real estate brokerage specializing in residential and light commercial real estate with emphasis on historical and investment properties located in the City of Pensacola and surrounding areas.

Over fifteen years of experience and expertise in the Commercial Construction Industry, working in various capacities with project teams to ensure successful project delivery. Experienced in scope review, preparation, execution, and coordination of budgets, subcontracts, and vendor purchase orders to meet project demands. Skilled in review and coordination of contract documents including plans, specifications, RFI's, submittals and schedules. Knowledgeable and certified in OSHA 30 hour safety course. Experienced as liaison between Owner, Architect, Engineers, and Construction Management team. Excellent interpersonal skills and abilities, a professional demeanor and can do attitude, with ability to manage projects independently or as a team member.

## EDUCATION

---

University of West Florida Bachelor of Science Degree Business Administration. - Major Business Management.

## SKILLS + EXPERTISE

---

Assisting buyers, sellers and investors with acquiring and selling real property through market analysis and property evaluation. Skilled at contract negotiations and pricing structure for the successful closing of real estate deals. Past work experience with construction damages and delay claim issues. Supported experts and senior professional staff by providing analytic support through research of project files, organizing, reviewing and analyzing various project documents, by assembling project data and developed databases for analytical review. Previous experience providing effective communication between General Contractor, Architect and Owner. Providing plan interpretation and guidance in identifying construction issues and possible value engineering options. Facilitate project documentation between field and management teams. Ability to interpret plans, specifications, contract documents, including but not limited to RFI's, change orders and directives, subcontracts, vendor Invoice to purchase order reconciliation and tracking. Ability to create and track construction schedules, ensuring project delivery. Identifying long lead items and critical path schedule issues. Skilled at identifying bid opportunities, particularly Government and Private Commercial growth markets. Well versed in AIA pay application procedures from Subcontractor to General Contractor to Architect and Owner.

**-Florida Real Estate Brokers Lic # BK3376886 Exp 9/30/2024**

**-Florida Notary Public #HH349061 Exp 2/17/2027**

**-Proficient Excel Spreadsheets**

**-Adobe**

**-Timberline experience**

**-Proficient Microsoft Office applications, Microsoft Word**

**-Proficient Constructware software for submittals, RFI's**

**-Literate in Microsoft Project**

**-Lexis Nexis-Casemap Litigation Data Base Software**

**-OSHA 30 hour certification**

## RELEVANT EXPERIENCE

---

**Current: Broker/Owner / Wren Realty Group LLC**

301 North Barcelona Suite A, Pensacola, FL 32501  
Renee W. Borden, Managing Broker (850) 393-6396

**JUN 2019- JAN 2023 Licensed Florida Realtor/ Berkshire Hathaway Home Services Pen Fed Realty**

17 West Cedar Street, Pensacola, FL 32502  
Nancy Grogan, Managing Broker (850) 377-7578

**FEB 2017- JUN 2019 Licensed Florida Realtor/ Voyage Real Estate**

700 North DeVilliers Pensacola, FL 32501  
John Davis Ellis, JR ,Broker (850) 312-0012

**APR. 2014 - DEC. 2016: Senior Associate /Berkeley Research Group**

2200 Powell Street Suite 1200, Emeryville, CA 94608  
Ben Nolan, Managing Director (703) 608 - 7068 Cell

**JAN. 2011 - AUG. 2013: Business Development / Project Manager Acousti Engineering Company of Florida**

4656 34th Street, SW Orlando, FL 32811  
Richard Christine, Associate Manager Pensacola Branch (850)434-0264

**SEP. 2009 - JUN. 2010: Construction Manager Owner's Rep /Alpha Corporation**

21351 Ridgeway Circle Suite 200, Dulles, VA 20166  
Rick Wiik, RA, Task Order Manager (540)723-0704/ (757)342-8040 cell

**JUN. 2007 - JAN. 2009: Director Contract Administration /Caldwell Associates Architects, Inc.**

116 North Tarragona Street, Pensacola, FL 32502  
Miller Caldwell III, President (850) 432-9500

**OCT. 2006 - JUN. 2007: Project Manager /Alcon Associates, Inc. (Company No Longer in Business)**

201 Baldwin Drive, Albany, GA 31707  
Chris Shearman, Senior Project Manager (229) 432-7411

**FEB. 2005 - SEP. 2006: Project Manager/ Hyperion Construction, LLC (Company No Longer in Business)**

226 South Palafox Place Suite 401, Pensacola, FL 32501  
Mark Chastain (850) 432-8161

**OCT. 2004 - FEB. 2005: Assistant Project Manager/ S.E. Engineering (Company Merged with GHD)**

707 East Cervantes Suite B #200 Pensacola, FL 32501  
Scott Eddy, PE (850) 432-6501

**JUN. 2001 - OCT. 2004: Assistant Project Manager/ Yates Construction Company**

115 Main Street, Biloxi, MS 39530  
Chet Nadolski, Senior Vice President (228) 374-6011 Fax (228) 374-0294

**CITY OF PENSACOLA, FLORIDA**

**NOMINATION FORM**

I, Jared Moore, do nominate Kristin Brown  
(Nominee)

708 W Gregory (770) 826-4351  
(Home Address) (Phone)

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

Krandel66@gmail.com City Resident: YES NO  
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**MEMBER  
PARKS & RECREATION BOARD  
(Unexpired term ending 3/31/2025)**

Provide a brief description of nominee's qualifications:

Kristin has been very involved with neighborhoods.  
She resides in the western part of the City; we  
currently have no West side representation on the  
Parks board.

Jared Moore  
City Council Member

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

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

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**Sent:** Tuesday, January 17, 2023 1:24 PM  
**To:** [Ericka Burnett](#); [Robyn Tice](#)  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

---

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(Section Break)

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### Personal Information

---

Name	Kristin L. Brown
------	------------------

---

Home Address	708 West Gregory Street Pensacola, Florida 32502
--------------	---

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Business Address	<i>Field not completed.</i>
------------------	-----------------------------

---

To which address do you prefer we send correspondence regarding this application?	Home
---	------

---

Preferred Contact Phone Number(s)	770-826-4351
-----------------------------------	--------------

---

Email Address	<a href="mailto:krande66@gmail.com">krande66@gmail.com</a>
---------------	--

---

Upload Resume (optional)	<a href="#">KristinLBrownResume2022.docx</a>
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(Section Break)

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Details

---

Are you a City resident?	Yes
--------------------------	-----

---

If yes, which district?	7
-------------------------	---

---

If yes, how long have you been a City resident?	4 1/2 Years
---	-------------

---

Do you own property within the City limits?	Yes
---	-----

---

Are you a registered voter in the city?	Yes
---	-----

---

Board(s) of interest:	Parks and Recreation
-----------------------	----------------------

---

Please list the reasons for your interest in this position:	I would like to be part of the process that helps direct resources to neighborhood parks and promote their offerings to neighborhoods.
---	--

---

Do you currently serve on a board?	No
------------------------------------	----

---

If yes, which board(s)?	<i>Field not completed.</i>
-------------------------	-----------------------------

---

Do you currently hold a public office?	No
--	----

---

If so, what office?	<i>Field not completed.</i>
---------------------	-----------------------------

---

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

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(Section Break)

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Diversity

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

---

Gender	Female
--------	--------

---

Race	Caucasian
------	-----------

---

Physically Disabled	No
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(Section Break)

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Acknowledgement of Terms    I accept these terms.

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Innovative, professional sales leader with over 20 years of experience designing and delivering sales solutions which grow revenue and market penetration while meeting client strategic business initiatives within highly competitive markets. Skilled in managing multi-dimensional projects and implementing products across a range of diverse industries, including agriculture, construction, healthcare, information technology, manufacturing, packaging, textiles and transportation. Experienced in successfully managing regional territories throughout the Southeastern United States. Collaborative communicator with extensive relationship development experience at the executive level.

### *Areas of Expertise include:*

- |                            |                           |                          |
|----------------------------|---------------------------|--------------------------|
| ✓ New Business Development | ✓ Competitive Positioning | ✓ Product Implementation |
| ✓ Territory Management     | ✓ Sales Training          | ✓ Leadership             |
| ✓ Strategic Planning       | ✓ Project Management      | ✓ Project Coordination   |
| ✓ Six Sigma Green Belt     | ✓ Financial Services      | ✓ Strong Communicator    |

## EXPERIENCE & NOTABLE CONTRIBUTIONS

**AGFA US CORP., RADIOLOGY SOLUTIONS** • Elmwood Park, NJ • January 2021 until May 2022

### **DIRECTOR, FINANCIAL SERVICES, RADIOLOGY SOLUTIONS**

Duties included supporting the Radiology Solutions sales team and dealer network with financial solutions for their customers. Implemented a co-branded financial program with a third-party provider. Interfaced with Agfa Finance Corporation on new and existing financial contracts. Worked closely with Marketing to design and implement financing promotions and provide sales training to the team for new product introductions.

**FIRST FINANCIAL CORPORATE SERVICES, INC.** • Placentia, CA • August 2018 to December 2020

### **REGIONAL VICE PRESIDENT, HEALTHCARE EQUIPMENT FINANCING**

Duties included supporting and maintaining existing customer base and developing new opportunities within those existing customers. Focused on expanding vendor relationships and developing new vendor business opportunities. Customers included large hospital systems, imaging centers and larger physician practices. Vendors included imaging, IT, laboratory and pharmacy providers.

**SIEMENS HEALTHINEERS** • Malvern, PA • May 2017 to July 2018

### **WOMENS HEALTHCARE PRODUCT SPECIALIST**

Supported a team of 10 Account Executives as a Women's Healthcare product specialist handling the Mammography modality. Supported Account Executive channel and responsible for direct sales in the Imaging Center and Physician Markets with a focus on Breast Centers of Excellence. Territory included Alabama, Florida and Georgia. Position also included support of strategic initiatives including presentations to large IDN customers and organizing participation in regional conferences.

**NGAGE-US, LLC** • Greensboro, NC • February 2016 – April 2017

### **WOMENS HEALTHCARE EXECUTIVE**

Supported a team of 10 Account Executives for both Siemens Healthineers and NGAGE-US, LLC as a Women's Healthcare product specialist handling the Mammography and Ultrasound modalities. Supported the Account Executive channel and was also responsible for direct sales in the Imaging Center and Physician Markets with a focus on Breast Centers of Excellence. Territory included Georgia and Alabama and required integration with Region/Zone Siemens Healthineers leadership teams as well as the NGAGE-US, LLC management team.



**EXPERIENCE & NOTABLE CONTRIBUTIONS, CONTINUED**

**PHILIPS MEDICAL CAPITAL, LLC • Wayne, PA • 2004 - 2014**

**FINANCIAL SERVICES SALES MANAGER**

Supported a team of over 70 Philips Healthcare account managers and specialists in Alabama, Arkansas, the Florida Panhandle, Georgia, Mississippi, North and South Carolina, and Tennessee. Utilized knowledge of the healthcare market and products to build and support customer relationships with third party equipment vendors, including Siemens Healthcare and Hologic, Inc., ensuring primary focus on financing opportunities for the company. Provided capital planning support for healthcare customers and interacted with internal teams for equipment, service, and billing needs. Provided financial data, analysis, and team review for territory account executives and their top tier customers. Consistently captured 25% + of cash sales for leasing conversion.

**PRIOR RELEVANT EXPERIENCE**

**GE HEALTHCARE FINANCIAL SERVICES, INC.  
COPELCO CAPITAL  
NATIONWIDE CAPITAL CORPORATION  
CIRCLE BUSINESS CREDIT, INC.**

**EDUCATION**

**Associate of Arts, English**  
GEORGIA PERIMETER COLLEGE | Atlanta, GA

**Training Courses:**

GE Six Sigma Green Belt Certification, GE Socratic Selling, Moody's Fundamentals of Credit Analysis HFMA Fundamentals of Healthcare, Sandler Sales Training, Business Acumen Training, Dan Adams Trust Triangle Selling

**Community Involvement:**

Member – CivicCon, Pensacola Chapter, 2019 until Present  
Member – IMPACT 100, Pensacola Bay Area, 2020 until Present  
Member – Pensacola Women's Alliance, 2021 until Present  
Member – Sunday's Child, 2021 until Present

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**Sent:** Wednesday, March 1, 2023 8:58 AM  
**To:** [Ericka Burnett](#); [Robyn Tice](#)  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - Mayoral Appointment

---

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

## Application for Boards, Authorities, and Commissions - Mayoral Appointment

*This application will be utilized in considering you for appointment by the Mayor to various boards and advisory committees. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.*

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

*If you have any questions, contact the City Clerk's Office.*

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(Section Break)

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### Personal Information

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Name	Amy Lynn Farrell
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Home Address	1703 E Blount St Pensacola FL 32503
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Business Address	<i>Field not completed.</i>
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To which address do you prefer we send correspondence regarding this application?	Home
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Preferred Contact Phone Number(s)	8505168501
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Email Address	<a href="mailto:AmyNavy@icloud.com">AmyNavy@icloud.com</a>
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Upload Resume (optional)	<i>Field not completed.</i>
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(Section Break)

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### Details

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Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	2.5 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks and Rec
Please list the reasons for your interest in this position:	<p>I am an early-retired RN and Navy Veteran with a personal mission to improve my community and now city.</p> <p>I serve as Secretary and as Parks Committee Chair on the East Hill Neighborhood Association.</p> <p>I thoroughly enjoy working along side volunteers, professionals, and neighbors in our great play spaces.</p> <p>I kayak, disc golf, play pickleball and tennis, paddleboard, walk my dog, swim, and frequent our many parks almost daily.</p> <p>I have led PTAs and served on the Escambia County Council of PTAs engaging parents in our schools, supporting teachers in their vocations, and encouraging all students in learning.</p> <p>I currently volunteer with 4-H, and have worked as a Boy Scout Aquatics Director in the Shenandoah Mtns.</p>
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity  
*In order to encourage diversity in selections of members of government*

*committees, the following information is required by Florida Statute 760.80 for some committees.*

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Gender	Female
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Race	Caucasian
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Physically Disabled	No
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(Section Break)

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Acknowledgement of Terms	I accept these terms.
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**CITY OF PENSACOLA, FLORIDA**

**NOMINATION FORM**

I, Allison Patton, do nominate Amy Farrell  
(Nominee)

1703 E. Blount St 850-516-8501  
(Home Address) (Phone)

Amy Navy@icloud.com (Business Address) (Phone)  
(Email Address)

City Resident: ☒ YES NO  
Property Owner within the City: ☒ YES NO

for appointment by the City Council for the position of:

**MEMBER  
PARKS & RECREATION BOARD  
(Three-year term expiring 3/31/2026)**

Provide a brief description of nominee's qualifications:

Amy regularly volunteers her time to make her neighborhood and our City a better place. She currently serves as Secretary and Parks Committee Chair of the EtNA Board. Amy is a heavy user of City parks. I believe that her background of service and collaboration will bring positive energy and ideas to the Parks & Rec Board.

[Signature]  
City Council Member

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

Ericka L. Burnett  
Ericka L. Burnett, City Clerk

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**Sent:** Friday, March 10, 2023 1:17 PM  
**To:** [Ericka Burnett](#); [Robyn Tice](#)  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

---

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

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

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

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

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

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(Section Break)

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### Personal Information

Name	Leah Harrison
Home Address	3560 Marjean Drive
Business Address	<i>Field not completed.</i>
To which address do you prefer we send correspondence regarding this application?	<i>Field not completed.</i>
Preferred Contact Phone Number(s)	8503244249
Email Address	<a href="mailto:leharrison2@gmail.com">leharrison2@gmail.com</a>
Upload Resume (optional)	<i>Field not completed.</i>

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(Section Break)

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## Details

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Are you a City resident?	Yes
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If yes, which district?	3
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If yes, how long have you been a City resident?	Pensacola
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Do you own property within the City limits?	Yes
---	-----

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Are you a registered voter in the city?	Yes
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Board(s) of interest:	City of Pensacola Park and Recreation
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Please list the reasons for your interest in this position:	I grew up in a small city where my day worked for the recreation department. I saw first hand the impact the parks and recreation programs and activities had on city residents. I would like to continue serving in hopes to be voice that ensure these things are accessible to ALL residents of our great city.
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Do you currently serve on a board?	Yes
------------------------------------	-----

---

If yes, which board(s)?	City of Pensacola Park and Recreation
-------------------------	---------------------------------------

---

Do you currently hold a public office?	No
--	----

---

If so, what office?	<i>Field not completed.</i>
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---

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

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## Diversity

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

---

Gender	Female
--------	--------

---

Race	Caucasian
------	-----------

---

Physically Disabled

No

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(Section Break)

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Acknowledgement of Terms    I accept these terms.

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Ballot – **Parks and Recreation Board**  
March 23, 2023  
*Three-year term expiring March 31, 2026*

**Member**

\_\_\_\_\_ Renee Borden

\_\_\_\_\_ Amy Farrell

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

**Vote for Two**

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

Ballot – **Parks and Recreation Board**  
March 23, 2023  
*Unexpired term ending March 31, 2025*

**Member**

\_\_\_\_\_ Kristin Brown

\_\_\_\_\_

**Vote for One**

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00176

City Council

3/23/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

REQUEST FOR LICENSE TO USE RIGHT OF WAY - 36 EAST GARDEN STREET

**RECOMMENDATION:**

That City Council approve the request for a License to Use Right of Way for improvements at 36 East Garden Street.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Tosh Belsinger is requesting approval for a License to Use for improvements within the right of way at 36 E. Garden Street. This application is only for the encroachment along Jefferson Street, since the Garden Street right of way is maintained by the Florida Department of Transportation. The purpose of this application is to allow for the construction of an awning overhang which will extend over a future outdoor dining area. The full overhang will measure 113'-4" long by 10'-3" wide. The main comment by staff pertained to keeping a 5' clearance for ADA compliance. A site plan demonstrating ADA compliance and correspondence between staff and the applicant has been included.

On February 14, 2023, the Planning Board voted 5:0 to recommend approval of the request.

On November 18, 2021, the Architectural Review Board voted 6:0 to approve the aesthetic design of the project, including the balcony that is the subject of this LTU request.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

2/14/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator

Sherry Morris, AICP, Development Services Director

Cynthia Cannon, AICP, Planning & Zoning Division Manager

**ATTACHMENTS:**

- 1) License to Use Application - 36 E. Garden Street
- 2) Planning Board Minutes February 14, 2023 DRAFT
- 3) November 18, 2021 ARB Minutes

**PRESENTATION:** No



## ***License To Use City Right-Of-Way***

Sec. 12-12-7. License to use right-of-way.

- (A) Application.
- (1) An application for license to use right-of-way must be submitted to the Planning Department at least twenty-one (21) days prior to the regularly scheduled meeting of the Planning Board.
  - (2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
  - (3) No application shall be considered complete until all of the following has 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. Reason for license to use request.
  - (4) 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.
  - (5) Any party may appear in person, by agent, or by attorney.
  - (6) 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 for a license to use right-of-way 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 community development department. The Planning Board shall review the license to use right-of-way request and make a recommendation to the City Council.
- (1) Public Notice for license to use right-of-way.
    - (a) The community development department shall notify addresses within a three hundred-foot radius, as identified by the current Escambia County tax roll maps, of the right-of-way proposed to be licensed 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 community development department shall notify addresses within a three hundred-foot radius, as identified on the Escambia County tax roll maps, of the right-of-way proposed to be licensed with a public notice by post card at least five (5) days prior to the Council meeting. The public notice shall state the date, time, and place of the Council meeting.
  - (2) Action. The City Council shall approve, approve with modifications, or deny the license to use right-of-way request. If the request is approved by City Council, a license to use agreement will be drawn, at which time the license becomes effective upon execution by the applicant and the City and payment by the applicant of any required fee.

Additional Information Required for Corporations and LLCs: If approved, this information will be used as part of the legal agreement. Must be licensed to do business within the State of Florida.

Corporation:

Full legal name of the Corporation: \_\_\_\_\_

Official Corporate Address: \_\_\_\_\_

President or Vice-President: \_\_\_\_\_

Name & Title – \_\_\_\_\_

Corporate Secretary: Name – \_\_\_\_\_

Limited Liability Company (LLC):

Full legal name of company: **90 East Garden Street, LLC**

Official Address: **41 N. Jefferson Street - 4th Floor, Pensacola, FL 32502**

Managing Member or member: **Chad C. Henderson - Managing Member**

Name & Title – \_\_\_\_\_

***Planning Services***  
***222 W. Main Street \* Pensacola, Florida 32502***  
***(850) 435-1670***  
***Mail to: P.O. Box 12910 \* Pensacola, Florida 32521***













## **MINUTES OF THE PLANNING BOARD**

**February 14, 2023**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Villegas, Board Member Powell

**MEMBERS ABSENT:** Board Member Sampson, Board Member Van Hoose

**STAFF PRESENT:** Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, City Attorney Lindsay, Deputy City Administrator Forte, Help Desk Technician Russo, Development Services Director Morris, Executive Assistant Chwastyk

**STAFF VIRTUAL:** Development Services Coordinator Statler

**OTHERS PRESENT:** Tosh Belsinger

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from January 10, 2023
- **New Business:**
- Request for License to Use City Right of Way – 36 E. Garden Street – District 6
- Open Forum
- Discussion
- Adjournment

### **Call to Order / Quorum Present**

Chairperson Paul Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

**Approval of Meeting Minutes** – Vice Chairperson Larson made a motion to approve the January 10, 2023, minutes, seconded by Board Member Villegas, and it carried 5:0.

**New Business –**

**Request for License to Use City Right of Way – 36 E. Garden Street – District 6**

Assistant Planning & Zoning Manager Harding introduced the request made by 90 E. Garden Street LLC for a License to Use the city's Right of Way along Jefferson Street only since Garden Street is maintained by the Florida Department of Transportation (FDOT). The purpose for the application is to allow for the construction of an awning overhang to extend over a future outdoor dining area measuring 113ft by 4 inches long, 10ft by 3 inches wide. Main comments by staff pertained to keeping a five-foot clearance for compliance with the Americans with Disabilities Act, the site plan demonstrating ADA compliance is included in the packet that was routed to various city departments and utility providers. The item was noticed properly with post cards to individuals within a 300ft radius. The overall project was approved by the Architectural Review Board (ARB) in November 2021. Tosh Belsinger with Catalyst HRE, property owner and developer for this project where Union Public House will be located, spoke on this item. Chairperson Ritz stated he appreciates this continuation of the improvements being made on the street scape. Mr. Belsinger informed the board that from the onset of the Jefferson Street Road diet, they have shared plans with the city and staff and that there's an arrangement with the city on the road diet project including City funding for this project. Mr. Belsinger mentioned they are working in the area as of now, but the sidewalk will be back as it was from the road diet project. Board Member Grundhoefer inquired if they were making improvements in the 10 foot right of way without city funding, Mr. Belsinger answered yes. Assistant Planning & Zoning Manager, Harding informed the board that the awnings have always been shown on the renderings, it was approved by ARB as a conceptual plan and as a demolition request for what was there, and that the developers have always been transparent with their intentions for the area. Mr. Belsinger stated the awning on Garden Street was included in the drawing because the FDOT required a city approval of the awning, they wanted to make sure the city and the ARB approved it. Chairperson Ritz asked what materials were used, the columns are steel and the awning metal, all materials used were approved by the ARB. There will be furniture under the awning within the column line to allow for foot traffic. Chairperson Ritz confirmed with staff that an LTU is a license to use, a license to use the property but the property still belongs to the city, Assistant Planning & Zoning Manager Harding confirmed that and added the applicant would pay a yearly fee to maintain the LTU and they would be in charge of maintaining the space, but it will remain city property. Chairperson Ritz stated if they paid the fee, it would go on in perpetuity, staff confirmed that. Assistant Planning & Zoning Manager Harding added that as part of the application, they are required to hold insurance for that area. Board Member Villegas inquired as to how they would deal with heavy rainfall since there are no downspouts, Mr. Belsinger replied that there is a tall parapet on the top of the building where a 100% of the water will be captured within the parapet and brought down in downspouts. The awning along the westside of the building, that small portion will drop off onto the sidewalk below like what they have along Palafox. Board Member Powell wanted to confirm where the ADA compliance was in reference to the rendering, Mr. Belsinger stated the ADA compliance was on the westside of the building and pointed it out on the drawings the board members were viewing. Assistant Planning & Zoning Manager Harding stated there was an abbreviated review through the ARB to approve the post to be completely solid without a cap, that was intended for safety, and it was approved based on that design being further down Jefferson and Palafox making it consistent with

the area and similar to that of Cabaret on Jefferson Street. Mr. Belsinger stated they have an LTU on Garden Street, that LTU is with FDOT since it is an FDOT right of way. Assistant Planning & Zoning Manager Harding stated the city typically doesn't weigh in on FDOT LTU's however the process has changed and now the city does look at them and they had no issue with the LTU with FDOT. Chairperson Ritz confirmed this would go before City council on March 23<sup>rd</sup> and only one reading. Board Member Grundhoefer asked if constructed had started and the answer was yes. Assistant Planning & Zoning Manager Harding added that there's a hold on the permit and the LTU has to be approved by city council for this project to be issued a certificate of occupancy. Board Member Grundhoefer asked why this was just now coming before Planning Board, Mr. Belsinger answered they were making sure they had all the appropriate materials in front of the board and that took some time. He also stated that city staff was kind enough to allow them to commence construction on the building while they addressed this. **Board Member Grundhoefer made a motion to approve, seconded by Board Member Villegas and it carried 5:0.**

**Open Forum – none**

**Discussion – Chairperson Ritz stated that with the new mayor in place, there is a desire to adjust, edit or alter the land development code. Planning & Zoning Manager Cannon mentioned there would be a future discussion regarding food truck courts and a discussion ensued regarding food truck courts and where they would be placed. Planning & Zoning Manager Cannon stated there would be an assessment of the current LDC to include a possible rewrite and update of the LDC.**

**Adjournment –** With no further business, the Board adjourned at 2:25 p.m.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Gregg Harding', with a stylized, cursive script.

Gregg Harding, RPA  
Assistant Planning & Zoning Division Manager  
Secretary of the Board



## **MINUTES OF THE ARCHITECTURAL REVIEW BOARD**

**November 18, 2021**

**MEMBERS PRESENT:** Chairperson Salter, Vice Chairperson Mead, Board Member Courtney, Board Member Fogarty, Board Member Ramos, Board Member Yee

**MEMBERS ABSENT:** Board Member McCorvey

**STAFF PRESENT:** Historic Preservation Planner Harding, Senior Planner Statler, Advisor Pristera, Assistant City Clerk Tice, Assistant City Attorney Lindsay, Help Desk Technician Russo

**STAFF VIRTUAL:** Planning Director Morris

**OTHERS PRESENT:** Mathew Lopez, Sid Williams-Heath, Walter Pierce, Calli Sivils, Brian Stocks, Lois Renaud, Brad Alexander, Summer Carter, Brent Guilbeau, McDaniel Wyatt, Danny Baldassaro, John Buzzell, Jim Homyak, Steve Dana

### **CALL TO ORDER / QUORUM PRESENT**

Chairperson Salter called the meeting to order at 2:03 p.m. with a quorum present. The swearing in of Board Member Mead was conducted by the City Clerk's Office.

### **APPROVAL OF MINUTES**

**Board Member Mead made a motion to approve the October 21, 2021 minutes, seconded by Board Member Ramos, and it carried 6 to 0.**

**OPEN FORUM** - None

### **NEW BUSINESS**

<b>Item 3</b>	<b>430 E Intendencia Street</b>	<b>PHD</b>
<b>Noncontributing Structure</b>		<b>HR-1 / Wood Cottages</b>
<b>Action taken: Approved.</b>		

Matthew Lopez is seeking approval for a new accessory structure at a noncontributing structure. It was noted that the garage faced the north which is a private alleyway for the Aragon Neighborhood Association, and there was approval to access the garage from that route. Mr. Lopez addressed the Board and confirmed all the materials and paint colors would be exactly

the same as the main house. With no speakers, **Board Member Mead made a motion to approve, seconded by Board Member Courtney, and it carried 6 to 0.**

**Item 4**

**513 N Davis Hwy**

**OEHPD**

**Variance**

**OEHC-1**

**Action taken: Approved.**

Summer Carter (Northwest Florida Investment Group LLC) is seeking a variance to reduce the side yard setback requirements of Table 12-3.10 of the City of Pensacola Land Development Code. The variance request is to decrease the minimum south side yard setback from 5 feet to 3 feet to accommodate a new single-family residence and access to off-street parking.

Ms. Carter presented to the Board and stated the parking across the street issue and vehicles parked in front of the houses had been addressed with shared driveways in the rear, but that would require a variance to allow enough room between houses for the parking. Staff advised Old East Hill had provided comments. Ms. Carter advised they had received DOT approval to remove the curb cut to accommodate the shared driveway. Staff explained that the only requirements in this zoning district were side yard setbacks which would be reduced to provide more room for the shared driveway. In the prior presentation, the ribbon drives in the front were deemed inappropriate for the district. It was also noted there were no minimum size lot widths in this district. Board Member Mead asked if there was anything in granting this common access that would affect any other lots or parcels in the district. Staff indicated there was a similar case on North Davis Highway which involved 3 houses requesting a similar variance. It was noted this variance request was 3' but the site plan indicated 3.5' just in case; the development was shown as the minimum required to make this plan work; the on-street parking was not on the side of the development and presented a safety issue. Board Member Yee asked Board Member Mead if this answered his questions and showed a variance was appropriate in this instance, and he confirmed he was prepared to approve a variance in this case.

Staff indicated variances were quasi-judicial hearings, and this would become a legal process with all 9 criteria required to be met. **Board Member Ramos made a motion to approve the variance considering that it did meet the variance criteria per Section 12-12-2(A)(2).** Assistant City Attorney Lindsay stated specific findings were required when a variance was denied, but specific findings were not required on approvals as long as the Board made clear that it had considered whether the variance criteria had been met; she asked if 12-13-3(E)(1) had also been met and could the motion be amended to indicate that as well. **Board Member Ramos amended the motion that the variance request met the 12-13-3(E)(1) requirements as well. Board Member Mead seconded the motion, and it carried 6 to 0.**

**Item 5**

**515 N. Davis Hwy**

**OEHPD**

**Variance**

**OEHC-1**

**Action taken: Approved.**

Summer Carter (Northwest Florida Investment Group LLC) is seeking a variance to reduce the side yard setback requirements of Table 12-3.10 of the City of Pensacola Land Development Code. The variance request is to decrease the minimum north side yard setback from 5 feet to 3 feet to accommodate a new single-family residence and access to off-street parking.

Board Member Mead asked staff if there was any difference in 515 No. Davis, and staff confirmed there was not. **Board Member Mead made a motion to approve the variance which met 12-12-2(A)(2) and 12-13-3(E)(1) criteria. Board Members Ramos and Fogarty seconded the motion, and it carried 6 to 0.**

**Item 6**

**513 N. Davis Hwy**

**OEHPD  
OEHC-1**

**New Construction**

**Action taken: Approved with Abbreviated Review.**

Summer Carter (Northwest Florida Investment Group LLC) is requesting *FINAL* review of a new single-family residence.

Ms. Carter addressed the Board and presented pictures of the side and rear doors as well as those in the initial packet; the narrow windows were also replaced with those similar to a residence built just to the north. Old East Hill had requested the roof pitch be increased from 6' to 12' which was the minimum typically allowed. It was determined the siding reveal was 5". The mullion pattern of 2:1 for the windows was preferred and more common to the district. Board Member Courtney thought a transom added over the front door would enhance the appearance. She questioned the dormer, and Advisor Pristera explained the way it was presented, he did not think it added to the house. Board Member Courtney also addressed the top of the slab since there had been issues with sloping off grade. Chairperson Salter stated the measurement was usually 18", and Ms. Carter explained they try to go higher in those instances. She also indicated the corbels would be used on the columns. Advisor Pristera stated they should have been shown on the drawings or at least in an abbreviated review. Board Member Ramos asked if the window pattern could be 2:1 rather than the 6:6, and Ms. Carter stated it could. She asked for clarification on the roof, and Board Member Courtney advised it would look better with a steeper pitch. Board Member Fogarty thought the dormer could be eliminated, a transom over the front door would be nice, and stated the 6:6 windows might be too busy for that neighborhood; she wanted the project to return with revisions to the window mullion pattern.

Board Member Yee suggested removing the dormer for this location, and the transom over the front door was good but wanted them to consider raising the front door height to 8' to match the other side and rear doors; Ms. Carter suggested one door having a transom and one being 8' to differentiate. Board Member Yee suggested increasing the roof pitch to 8:12 which would satisfy Old East Hill. Staff advised while the roof pitch was not specifically discussed, all new construction should complement and reflect the historic district. Board Member Courtney explained there was no CRA overlay in Old East Hill, and this house would appear peculiar. Advisor Pristera explained the typical roof pitch in Old East Hill was usually steeper and 8:12 would be appropriate. Board Member Ramos asked if the roof pitch was too much for an abbreviated review, and staff advised it would be an elevation drawing review, and the Board would determine whether or not it was appropriate. Advisor Pristera explained as an abbreviated reviewer, this house was small enough and as long as the changes were listed clearly, he would be comfortable with that process.

**Board Member Yee made a motion to approve with the conditions that 1) the elevation be modified, 2) remove the dormer above the porch, 3) the front door be modified to either include a transom above it or be enlarged to 8' to align with the windows, 4) the porch corbels or brackets be included or eliminated, and 5) the window mullion pattern be 2:1. Chairperson Salter clarified that the approval was based on the revised elevations provided at the meeting. Board Member Ramos seconded the motion with the amendment that the roof pitch be 8:12. The amendment was accepted. Board Member Courtney seconded the motion, and it carried 6 to 0.**

**Item 7**

**515 N. Davis Hwy**

**OEHPD  
OEHC-1**

**New Construction**

**Action taken: Approved with Abbreviated Review.**

Summer Carter (Northwest Florida Investment Group LLC) is requesting *FINAL* review of a new single-family residence.

Board Member Courtney indicated the gable vent should be rectangular and not oval, and Chairperson Salter agreed. Ms. Carter advised placing a transom on one door and increasing elevation to 8' on the other would eliminate it looking similar. Board Member Ramos explained the goal was to align the top of the door with the head height of the windows. Chairperson Salter asked if the horizontal windows would be changed like those in 513, and Ms. Carter advised they would. **Board Member Mead explained in light of the prior motion, he would make a motion to approve addressing window mullions consistent with the discussion, adjusting the door head height either by transom or by extending the doorframe upward to match window height, and that it be submitted for abbreviated review. Chairperson Salter amended the motion to include that the front gable be changed to rectangular and considered under the abbreviated review. It was accepted. Board Member Yee amended the motion to increase the roof pitch from 6:12 to 8:12 which was accepted. The motion was seconded by Board Member Fogarty and carried 6 to 0.**

## Item 8

18 N. Palafox Street

PHBD

### Contributing Structure

C-2A

#### Action taken: Approved with Abbreviated Review.

Carter Quina is seeking approval to replace the front entry doors at the Rex Theater. The existing wood doors will be replaced with new painted aluminum doors with impact rated glass and applied trim matching the exiting elements.

Mr. Quina presented to the Board and stated they were trying to replicate the look with an aluminum frame, painted shiny red, with yellow trim over the impact glass. They were dealing with a flood proof door company who would create an interior astragal removable door to truly seal the entry in a flooding event. Chairperson Salter explained this building was a defining piece of architecture on Palafox with the doors being that defining characteristic. He understood the doors were wood and a maintenance issue and also understood a change in material of the core of the door, but he could not see the justification for changing exposed and visible design features and characteristics. He felt a door could be constructed that maintained those characteristics and could satisfy the maintenance conditions as well; he could not justify changing the doors to full glass with applied mullions. Board Member Courtney asked if the door could be designed in steel. Mr. Quina explained the exterior of the doors was wood with chrome trim and a high gloss paint. Chairperson Salter pointed out so much of the building was acrylic, plastic or metal, and a steel door would keep the characteristics of the building as long as the style and shape were maintained. Mr. Carter thought it could be replicated in painted hollow metal, but that would represent other maintenance issues, but they could not replicate the door using aluminum frames. The clients had suggested opening up more glass to the street since that was the intention of the retailers along Palafox, creating more relation to the sidewalk, and this was also their main entrance. Chairperson Salter did not believe in the sacrifice of a historical element of the building for the maintenance issue and suggested there were ways to still maintain the architectural feature to be a compromise on both ends, the aesthetics for the history as well as the maintenance.

Board Member Mead pointed out the elevations had changed significantly over the years; the light entry was to minimize the light in the lobby, making its function adaptive to its current use. Board Member Courtney asked if the lighting could be changed in the lobby, and Board Member Mead pointed out it was a church relating to people coming by on the street, and how it is perceived is important. He indicated it was an unconventional view of a church in terms of its origin, but bringing light in dark spaces was not only an architectural point but also a theological point of a church. Mr. Quina advised they looked at the options of saving the old doors, rebuilding them exactly the same, or making them better. Board Member Fogarty asked if they had considered less glass as a



compromise; Mr. Quina suggested red glass, and Board Member Mead pointed out varied colors in glass were also common in churches. Board Member Ramos pointed out the Secretary of Interiors standard for rehabilitation would want the door to be replaced with another identical wood door. For the sake of the flooding issue, location of the building, and the overall preservation, it would be acceptable to change the material of the door but to maintain the same look. Advisor Pristera had an issue with the applied pattern as presented. He did like the compromise with the red film blocking out the corners, keeping the long rectangle of glass and octagon glass which would be a good middle ground for him, but the glass with the applied muntin pattern was too modern for this door. He explained it was a very iconic building, and the doors were a key piece. Mr. Quina advised the church would like a door with as much glass as the Board would allow. **Board Member Fogarty made a motion to approve the door with the modifications: red painted aluminum to infill the top left and right corners and two lower side panels so the only exposed glass is the center vertical column and the octagon. Board Member Mead offered an amendment to include the applied red interior infill at the top glass, and it was accepted. Board Member Mead seconded the motion.** Board Member Fogarty clarified that the colored glass would be more cost effective than the metal, and she was open to either of the options, and Board Member Mead was agreeable. **Chairperson Salter explained the motion was for either metal or glass infill panels of red on the two side vertical pieces and upper corners and applied red infill. The motion failed with Board Members Yee, Fogarty and Mead voting in favor, and Board Members Ramos, Courtney, and Salter dissenting.** Chairperson Salter confirmed that he could make a motion to approve a replacement door matching the same exact criteria of the existing using a different material, and staff agreed. Mr. Quina asked if it would be appropriate for them to request an approval for a replica made in hollow aluminum or an alternative material at this time. **Chairperson Salter made a motion to approve replacement doors for this project under the circumstances and criteria that those replacement doors match the existing in size, shape, window size and applied decoration same profile, but the door materials themselves due to maintenance issues may be of a hollow metal or other wood should that be decided. Regarding fiberglass, he clarified any material that maintains the solid flat visual of the existing, and that the final door returns with material and applied mullion for an abbreviated review. Board Member Courtney seconded the motion, and it carried 6 to 0.**

**Item 9**

**400 S. Jefferson Street**

**PHD**

**Contributing Structure - Conceptual**

**HR-2**

**Action taken: Denied Without Prejudice.**

Carter Quina is seeking conceptual approval for a new rooftop venue and new entry stoop to the existing courtyard and banner replacements on the south façade. Since this is for conceptual review, final review of the proposed alterations and additions will follow at a later date. Additional information and a virtual flyover presentation were provided to the Board.

Mr. Quina presented to the Board and explained the building had been studied for adding a fourth floor. Since the building had magnificent views of Pensacola and the bay, there needed to be access to it. The only stairway was in the southwest corner, which looked like it was designed to proceed to another level; the building was allowed four stories with Type 2A construction and already had a penthouse above the theater. They planned to replace a bottom floor window with a door and a matching stoop and enliven the existing courtyard which would include a new wrought iron gated fence around the patio. They had done some feasibility and construction estimates, an unveiling, and they had a million-dollar donor. He explained with all the use, the building required interior renovations as well.

Chairperson Salter asked about the new proposed rooftop venue and the floor level element – was that as low as it could be. Mr. Quina advised it was since those were structural beams with the ceiling of the theater below. He explained the grid which held up all the stage operations. He also explained the service bar against the wall and the trellis and advised this would not be seen from the ground. Board Member Mead pointed out the banner posts preserved the balance; the penthouse was painted out to minimize its impact, but now we had something different. It was now differing from the established above parapet language; it was radically altering the sense of symmetry as between this element and that element above parapet, but more importantly, the façade on Jefferson Street. He did not know if there was any way to accomplish this without extending something further north to give that balance and catching some element of the ornament in the façade to pick up what was going to be seen in the rooflines. Breaking the symmetry on that prominent corner was problematic. Mr. Quina explained the key place was the stairs in the corner and the elevator opposite of the arch – both of those were already in place down to the foundation of the building. He also explained the building code considered this the 4<sup>th</sup> floor. He agreed glass could be a consideration. Board Member Ramos advised glass was used in Europe where the rooftop structure was lighter and more modern; if they went more modern, they could mimic the volume of the penthouse on the other side, creating a better balance. He felt the mansard in the corner threw off the balance on multiple facades. Mr. Quina considered the presentation more respectful and more fitting to the location.

Advisor Pristera had seen other buildings with the mansard roof, but if it continued to the corner, he would be more receptive to it. But, if it was glass, that would be more modern, and he felt downtown was going in a new direction with new development. It being a cultural center, the building could pull off the modern design. Most people would be approaching from the north, and symmetry might not be a problem. Mansard was more traditional, but modern glass could possibly make it read as a special feature. Board Member Fogarty wanted to consider something more modern which does not look like it was trying to match the existing – something that contrasts unlike something which disappears. She suggested something resembling the penthouse or plant material surrounding the exterior wall. She did not think the Board should be opposed to moving in a non-traditional direction. Mr. Quina agreed glass would be more expensive than metal but was glad to pursue a more contemporary design. Board Member Mead pointed out they would need to pull out an existing element such as the barrel vault on the Jefferson side.

Board Member Ramos was happy there was a client willing to develop a space like this; the challenge was for the architect to bring back something that addressed the balance and maybe more modern; the presentation today takes away from the existing contributing structure. Board Member Mead had no problem with changing the window to a door on the north side. Chairperson Salter's only concern was the introduction of the podiums and the new lights at the same level and suggested minimizing how they introduced the lights and the steps to not have them compete with the two corner elements. Regarding the rooftop, the cornice line of the building was such a strong and dominant element, he did not see the asymmetry as an issue. He agreed the proposed materials were appropriate for the current presentation but was intrigued by the possibility of introducing a totally different material and maybe something asymmetrical about this mass on the top as well. Mr. Quina asked if this item could be tabled, and Chairperson Salter advised the Board was not allowed to table an item and staff confirmed. Staff explained this was a conceptual review and could return as a conceptual review. **Board Member Mead made a motion to deny without prejudice for resubmission, seconded by Board Member Courtney. The motion then carried 5 to 1 with Chairperson Salter dissenting.**

**Item 10**

**36 E. Garden Street**

**PHBD**

**New Construction**

**C-2A**

**Action taken: Approved with Abbreviated Review.**

Philip Partington is requesting *FINAL* approval for a new single-story commercial building. The proposed plans show a rebuild of the existing building which were conceptually approved in August 2021.

Mr. Partington presented to the Board and provided additional information on the screening of mechanical equipment which was placed in the center of the roof. Since there was a concern about the utilitarian elements (grease traps, etc.), instead of a shed, they provided an alternate elevation, basically pulling the elevation around the back. The living wall is made up of stainless-steel wiring with large 72" aluminum planters on the west wall to soften both elevations. They also have a cast stone base which recesses back to the windows. Chairperson Salter asked about the brick coursing, and Mr. Partington stated it was intentional. Board Member Yee addressed the line that carries across the lower parapet to the higher parapet corner. Mr. Partington confirmed it was brick, and there would be more detail for that brick on the lower portion, and the coping would be aluminum. He indicated each of the bays on the west elevation would have wall sconces with fans in each bay to be selected by an interior design firm. Board Member Mead addressed the rear of the building and the shed roof being exposed to the street. Mr. Partington advised he could not do anything about the doors, but since it was on the west wall, they could wrap the northwest corner with a green wall to soften the elements. Board Member Ramos felt the original treatment at the rear was more appropriate. Mr. Partington was agreeable with the pleasure of the Board. Chairperson Salter advised he did not mind the height or the roof but did mind the material; the original massing of the lower roof was painted brick to match the building and would be more appropriate. The finish is the problem because it looks to be a stucco attachment. Board Member Yee advised another option would be to keep the brick and drop the parapet down. **Board Member Ramos made a motion to approve the design as submitted with the stipulation that the application return for an abbreviated review with the exterior lighting scheme and the revised rear service entrance per the comments discussed. Board Member Mead amended the motion to include putting the service doors under cover or some form of green wall treatment to appropriately treat that façade at the option of the applicant - also for an abbreviated review. Board Member Mead then seconded the motion, and it carried 6 to 0.**

**Item 11**

**200 E. Zaragoza Street**

**PHD**

**Conceptual Review**

**HC-1**

**Action taken: Conceptually Approved.**

The UWF Historic Trust is seeking conceptual review for a structure to cover a locomotive, flatcar, and restored caboose along the side of the Museum of Industry. This covering will help protect three of the largest collection items on display. Being mindful of the historic building and sensitive archaeological site, the proposed design minimizes ground disturbance and physical connections to the brick building. A row of metal columns between the train and the building wall will support a translucent panel system used as roofing. The design takes inspiration for the industrial nature of railroads, historic train sheds, and the adjacent historic commercial buildings.

Mr. Pristera presented to the Board and stated the train was donated in 1968, and since that time had undergone numerous renovations and repairs. It was moved to the current location in 1989. Since he has been at the Trust, he has tried to do more with the train; in 2016 they received a donation for the exterior restoration of the caboose, which is a rare wooden cupola caboose from 1921, and only one other caboose was preserved in a museum. They would like the visitors to be able to engage with it more and celebrate the train. He explained the ideal place would be

inside a climate-controlled building, but the next best option would be to place a solid covering over it. After researching solutions, he saw the majority of structures had an industrial structural feel to them; this is not a passenger train but a logging train and should have an industrial feel to it. The museum was a cold storage warehouse with a dry grocery warehouse across the street. He explained it is hard to see the location of the entrance to the building since it is a warehouse with solid doors, and the ramp is not ADA accessible. Bringing everything to the same level would make it easier to access. Also, this is an archaeological site which requires minimal ground disturbance, and they did not want to rely on the historic brick building for support.

Mr. Spencer advised this was his firm's first opportunity to be professionally engaged with the Historic Trust, and they were honored to have the opportunity. He explained the building was a historic warehouse and somewhat unscathed. As noted, the entrance was clumsy with no architectural signaling for direction, and the one ADA ramp is the same exit ramp for exiting the museum after visiting the trains. With the donation, there was an opportunity to not only address the sheltering of the railcars but to also make an ADA entrance in a plaza where many of the visitors have the opportunity to be in an area where they could prepare for a tour inside the museum. They would then come out the south-facing doors where they see a reader board and the railcars. He explained the strategy was to create a reliable protection for the railcars. He indicated that as they studied it, the kalwall was the light transmitting material which prevented the features to be lost in the shadows. They felt it was appropriate by allowing a structure that minimizes impact on an archaeological site, and they liked the cadence of the grid.

Board Member Mead was impressed with making a train platform out of this display, and it was well thought out. He pointed out the columns inboard of the platform and asked if there was a way they could be moved outboard or integrated with the wall for a more effective area. Mr. Spencer stated he would like to explore the distance between the north edge of the cars and that brick face. Board Member Ramos addressed the curbed ADA ramp and hoped it was accessible. Mr. Spencer explained it was determined on how tight the radius would be. **Board Member Yee advised the design was great and made a motion to approve the conceptual application as submitted, seconded by Board Member Courtney. The motion carried 6 to 0.** Mr. Pristera explained that the project was made possible by a donation from Barbara Goggins who had been a longtime supporter of the Trust but had unexpectedly passed away.

## Item 12

200 BLK W. Garden St

PHBD / GCD

### New Construction

C-2 / C-2A

#### **Action taken: Approved with Abbreviated Review.**

Bearing Point Properties is seeking *FINAL* review of a new mixed-use, multi-family property located at the corner of Garden Street and Spring Street. The proposed mixed-use project includes approximately 329 residential units offered for rent, 53 condominium units offered for sale, and approximately 37,000 square feet of grocery retail space. The conceptual package for this project was approved in August 2021, and the final plans have incorporated the Board's previous comments.

Mr. Buzzell presented to the Board and stated he appreciated the Board's review of the project. Danny Baldassaro advised the project was still 329 residential units with seven levels of parking and ground retail space. The condominium building had not changed.

Mr. Wyatt indicated in August, comments were made that they were too whimsical on the number of materials and material transitions on the north elevation on West Garden. They tried to create more of a central downtown building with masonry structure on the corner. They played down the cornice and cleaned up the lines and brought the masonry up above the grocery and parking element. They adjusted the canopies and awnings on the ground floor to a pedestrian scale. Along

Spring Street, they adjusted the plinth, addressed the exterior windows on the corners, and removed the balconies on those units, treating the windows as more industrial; all the window trims are dark. The openings to the parking about the retail are treated in a similar manner with dark metal and screening. With the existing arch elements on Spring and Garden, they carried the arch theme on the upper floor windows. They also reduced the number of material transitions and increased the masonry for a much cleaner look.

Concerning the line-of-sight study, the garage would not be visible. Even though the garage is seven levels, it does not have a cover on the 7<sup>th</sup> level and does not project above the sight lines. The prefabricated steel system screening of the condensers above the multi-family structure was added.

Historic Preservation Planner Harding stated in comparing what was conceptually approved to this presentation, the Board's concerns had been addressed. Board Member Mead indicated he liked the changes; he had suggested pulling from the School Board arches as opportunities but explained they did not have to use those arches if they didn't want to. He did point out the historic paver patterns taking elements from the historic school wall as an excellent design choice and a great opportunity and hoped they would be used in some prominent locations to tie things together. Chairperson Salter thought the comments from the Board had been incorporated very well and thought they had balanced some of Pensacola into this building. He really appreciated what had been done at the corner in creating that corner anchor.

Brent Guilbeau addressed the Board concerning the 54 condo units at Romana and Spring. They developed the lobby and amenity space on the first floor; he presented condo elevation development with the materials palate; the typical floor has three 3-bedroom condos and six 2-bedroom condos; they addressed roof top and material changes. Chairperson Salter asked for the stucco colors, and it was clarified that the white stucco would be used in the horizontal balcony areas, and the tan was the large vertical pieces. The brick color was determined to be cherry wood which was the same brick on the apartment complex. The vertical LED lighting on the southeast corner was pointed out. Staff indicated there were no strict lighting requirements in the Palafox Historic Business District. Chairperson Salter was concerned that the vertical lighting to some extent would be going beyond their boundaries. Mr. Guilbeau advised in this case it was more of an accent and not lighting the streetscape. Board Member Yee thought it could be a nice accent. They indicated they would be mindful to any intrusion on the residents. Board Member Mead suggested if it had something that made it wash the building rather than project the light, it would meet the architectural intent. Board Member Ramos asked about the color of the glazing, and Mr. Guilbeau advised that had not been determined. Board Member Mead advised he was not a fan of modern architecture, but he thought they had done a lot to bring the appropriate balance and liked the changes to incorporate the curb on Spring to the north and on the corner of Romana; they read well for those in the building as well as for those on the street. He urged them to keep in the same color palate as the stucco.

Mr. Dana stated they were trying to improve the streetscape and the streetscape experience, with the building being a nice anchor to downtown; connectivity would be improved with wider sidewalks. The paver patterns taken from the historic wall would provide more interest. They had also further developed the amenity courtyards and the rooftop elements on the condo building and a pool deck on top of the garage. Mr. Alexander stated the historic elements they took from the art deco wall on Garden Street was incorporated along Garden, Spring and Romana, repeating the paver patterns. The paver colors were provided. Chairperson Salter stated the introduction to the paver pattern relates to the remnant of the wall, and these elements tie this building to Pensacola. He pointed out regarding the landscape plan, it was generally appropriate except for the palm tree. Because this project was in the historic district, maintaining the fabric in the building

as well as the landscaping was important, and the palm tree represented a tropical environment; for this project, that one element was not appropriate. Board Member Mead agreed with that comment. Mr. Dana was happy to change that on the streetscape. He did feel that they worked in the courtyards since there was underground stormwater storage, and they were limited in tree canopies. Chairperson Salter stated with the courtyards, they were creating an environment for the residents, and he did not have an issue with them in that location but not on the public streets. Board Member Courtney asked that they use native plants to make everyone's life easier. Advisor Pristera asked if Public Works would review the right-of-way, and staff advised they would. Mr. Dana advised they bumped Garden Street out to the DOT right-of-way to allow enough room for the sidewalk and to get up to the new building finished floor; they did the same on the northern half of Spring Street. Board Member Ramos pointed out the need for more work on the condo entrance side and landscaping, but he felt the project was going in the right direction. Board Member Mead clarified the Board had approved demolition contingent on this final approval, and staff stated the demolition had been approved, but what had not been approved was the allowance to pull the demolition permit.

**Board Member Mead made a motion for final approval and gave appreciative thanks for the effort put into the rework. Chairperson Salter made an amendment that the palm trees were not approved and would need to be substituted with a more appropriate tree, and it was accepted. Board Member Fogarty amended the motion to require that the final finish selections for the condo unit be submitted for an abbreviated review, and it was accepted. Staff confirmed any changes would be submitted for an abbreviated review. Advisor Pristera noted on other large projects, the Board required physical samples of the brick, and this was agreed to by the applicants. Staff explained the abbreviated review process would take 7 to 10 days and would be presented to an architect on the Board to review internally and then presented to Mr. Pristera as the ARB Advisor. Board Member Mead amended the motion to include samples. Chairperson Salter wanted an amendment to clarify that the building signage was not included in the approval, and it was accepted. Board Member Yee seconded the motion, and it carried 6 to 0.**

**ADJOURNMENT** – With no further business, the meeting adjourned at 5:48 p.m.

Respectfully Submitted,

11.30.2021

Historic Preservation Planner Harding  
Secretary to the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 23-00078

City Council

3/23/2023

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

AWARD OF CONTRACT AGREEMENT FOR RFP NO. 22-051 FOR COMMUNITY DEVELOPMENT  
BLOCK GRANT-CORONAVIRUS (CDBG-CV) HOMELESS HOUSING  
ACQUISITION/REHABILITATION PROJECT

**RECOMMENDATION:**

That City Council award the contract agreement for RFP No. 22-051 for Community Development Block Grant-Coronavirus (CDBG-CV) Homeless Housing Acquisition/Rehabilitation Project to Re-Entry Alliance Pensacola, Inc. in the maximum amount of \$370,501. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the contract agreement consistent with the proposal, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On June 17, 2021, the City Council approved an Amendment to its 2019 HUD CDBG Annual Action Plan for Community Development Block Grant funds in order to receive \$463,126 in Community Development Block Grant-Coronavirus (CDBG-CV) funding from HUD under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Funds received from this special one-time allocation must be used to prevent, prepare for, and/or respond to COVID-19 as well as meet a CDBG eligible activity by serving low- and moderate-income households. As part of this Amendment, the Council approved an allocation of \$370,501 specifically to fund acquisition and/or rehabilitation of a facility to address the needs of the homeless community to prevent, prepare for and respond to COVID-19. 80% of the CDBG-CV funding must be expended by January 2024.

On August 26, 2022, the City issued a Request for Proposals (RFP) for a Homeless Housing Acquisition/Rehabilitation Project under RFP 22-051. The minimum threshold requirements for this acquisition and/or rehabilitation funding proposal were: project located within the City limits; project not in a special flood hazard area; applicant a not for profit; project serves low/moderate income households; project demonstrates COVID-19 response; and project provides new or expanded units for homeless households. New housing construction is not permitted under CDBG, and no personnel or operating expenses were eligible under this RFP.

The RFP timeline follows:

- August 26, 2022: RFP 22-051 issued by Purchasing with submission deadline of September 26, 2022. Proposal sent to 100 vendors, including all City ARPA funding recipients as well as other agencies that serve homeless populations.
- September 6, 2022: Non-mandatory pre-bid conference was held with 11 attendees.
- September 12, 2022: Addendum #1 issued to provide responses to questions raised at the pre-bid conference and extend submission deadline to October 3.
- September 29, 2022: Addendum #2 issued to extend submission deadline to October 10.

The City received two proposals by the stated deadline, but one agency withdrew their proposal from consideration after the deadline. City staff reviewed the remaining proposal from Re-Entry Alliance Pensacola, Inc. (REAP) to determine that the proposal was responsive.

Under this Agreement, REAP will utilize the CDBG-CV funds to acquire the property located at 1551 W. Blount Street as well as fund soft costs related to rehabilitation (utility reconnections, permitting, professional services, etc.), which currently holds a multi-family development with 12 single room occupancy units on the site. The appraisal of the property ordered by the City Housing Department provided an as-is appraisal of the site at \$410,000. Acquisition costs will include payoff of the \$325,146 mortgage plus closing costs on the property; no funds will be remitted to the current property owner as part of the sales transaction.

After acquisition, repairs will be completed on the development to make the property habitable for homeless low/moderate income individuals. Rehabilitation funding will be provided by REAP to necessitate repairs. At rehabilitation completion, all 12 units will be leased to homeless individuals at or below 80% area median income (AMI), with 6 of the units specifically targeted to individuals with incomes at or below 50% AMI. In accordance with CDBG regulations, the development must be used for this CDBG eligible use for a minimum of five years, which will be enforced by a City CDBG mortgage and note against the property. Monthly reporting will be required by the Agency until 100% project lease-up, with annual reporting for the 5 year compliance period. City staff will review compliance with income, rents, targeted clientele, and occupancy standards during this time.

#### **PRIOR ACTION:**

June 17, 2021 - City Council approved an Amendment to the FY 2019-2020 HUD CDBG Annual Action Plan to receive \$463,126 in CDBG-CV funds, with a \$370,501 allocation for Property Acquisition and/or Rehabilitation of a Homeless Facility

#### **FUNDING:**

Budget: \$370,501

Actual: \$370,501

#### **FINANCIAL IMPACT:**

No City general funds are required. Funds are available from CDBG-CV funding.



**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

1/19/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator  
Marcie Whitaker - Housing Director

**ATTACHMENTS:**

- 1) Agreement between City of Pensacola and Re-Entry Alliance Pensacola, Inc.
- 2) Property Location Map 1551 W. Blount Street
- 3) Appraisal Report Excerpt 1551 W. Blount Street
- 4) RFP 22-051 CDBG-CV Homeless Acq-Rehab Vendor Reference List

**PRESENTATION:** No

**AGREEMENT BETWEEN CITY OF PENSACOLA AND  
RE-ENTRY ALLIANCE PENSACOLA, INC.  
BASED UPON REQUEST FOR PROPOSALS #22-051**

**THIS AGREEMENT (“Agreement”)** is made this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 Re-Entry Alliance Pensacola, Inc. (“Recipient”), a non-profit corporation authorized to do business in the State of Florida, located at 1000 West Blount Street, Pensacola, FL 32501, (the City and Recipient collectively referred to hereinafter as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the City is the recipient of Community Development Block Grant-CV (“CDBG” or “CDBG-CV”) funds (CFDA # 14.218) made available via HUD through the Coronavirus Aid, Relief, and Economic Security Act to prevent, prepare for, and respond to the direct and indirect risks of coronavirus and mitigate future risks; and

**WHEREAS**, the City solicited for Request for Proposals # 22-051, on August 26, 2022 (“RFP”), for a Homeless Housing Acquisition/Rehabilitation Project (the “Project”), as modified by any addendum to the RFP (“Addenda”), all as attached hereto as *Exhibit A* and incorporated herein by this reference (collectively referred to hereinafter as the “RFP Documents”); and

**WHEREAS**, in response to the RFP Documents, Re-Entry Alliance Pensacola, Inc. submitted to the City a proposal dated October 10, 2022, attached hereto as *Exhibit B* and incorporated herein by this reference; and

**WHEREAS**, the Parties desire Recipient to implement the Project as described in the RFP Documents and the Proposal and pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the Parties desire to enter into this Agreement;

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

**Section 1. Recitals.**

The recitals contained above are true and correct and are incorporated into this Agreement.

**Section 2. Scope of Services.**

The Recipient agrees to implement the Project in accordance with the RFP Documents and provisions of ATTACHMENT B to provide Homeless Housing Acquisition/Rehabilitation. If there are any discrepancies or modifications between the RFP Documents and this Agreement, the terms and conditions of this Agreement shall prevail. The Project will provide 12 affordable rental housing for the benefit of low/moderate income homeless households. Recipient further attests that Project responds to the Coronavirus ("COVID") by acquisition and rehabilitation of a vacant multi-family structure by providing non-congregate affordable housing rental units for homeless households to address overcrowding and housing instability, thereby reducing COVID spread and improving post-COVID health outcomes.

### **Section 3. Term and Termination.**

This Agreement shall be effective for a period beginning the 23rd day of March 2023 and shall terminate on the 31st day of January, 2024, or the date of the Certificate of Completion, whichever is earlier, unless terminated with or without cause by either party giving thirty (30) days prior written notice of such termination.

In accordance with 24 CFR § 570.503(b)(7), the Project will be continuously used for a CDBG-eligible use for a minimum of 5 years after Agreement expiration (the "Compliance Period").

Notwithstanding anything herein to the contrary, if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the City, the City may immediately terminate this Agreement and shall reimburse payments that were expended through the effective date of termination.

### **Section 4. Payment.**

The City agrees to pay an amount not to exceed **\$370,501.00** solely from available CDBG-CV funds to implement the eligible program activities in accordance with the Approved Budget shown in Attachment B. The Recipient shall expend the funds allocated to Recipient under this Agreement solely for the purposes contemplated herein in Attachment B. The City shall pay this amount over the term of the Agreement to the Recipient for services rendered herein. Drawdowns for payment of eligible expenses shall be made against the line item budgets specified in Attachment B and in accordance with performance.

The amount will be paid by the City based on invoices submitted by Recipient and payments approved by the City, only after written acceptance by the City pursuant to the Agreement. All payments made to the Recipient under this agreement will be made as reimbursements for actual costs of the program as budgeted in Attachment B. Such payment shall be in accordance with the Florida Prompt Payment Act.

### **Section 5. Record Keeping Requirements.**

- A. The Recipient agrees to maintain all records required by the Federal regulations specified in 24 CFR § 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records demonstrating the Project meets a CDBG National Objective;
2. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
3. Records documenting compliance with fair housing and equal opportunity components of the CDBG program;
4. Financial records as required by 24 CFR § 570.502, and 2 CFR § 200; and
5. Other records necessary to properly account for all funds expended in performance of this Agreement.

These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this Agreement unless said records are the subject of audit or litigation, in which case they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the City, HUD, or their representatives, or the Recipient shall transfer these records and accounts to the custody of the City.

- B. Client Data: Recipient shall maintain client data demonstrating client eligibility and HUD required data reporting for services provided. Such data shall include, but not be limited to, client name, address, race, ethnicity, gender, income level or other basis for determining eligibility. Recipient shall participate in the Homeless Management Information System (HMIS) as managed by Opening Doors Northwest Florida, the local Continuum of Care Agency. Detailed client data associated with the Project facilities shall be collected by the Recipient and entered into HMIS on a recurring basis beginning with initial occupancy of the Project facilities and continuing thereafter for a minimum of 5 years from the date of project closeout. HMIS reports and/or Recipient client file or data sets supporting same shall be provided or made available to the City, HUD, or their duly authorized agents at any time upon reasonable notice, as may be required to fully document CDBG eligibility provisions of the Agreement.
- C. Audits: If Recipient expends a total amount of federal funds equal to or in excess of \$750,000 in a fiscal year, it must have a single or project specific audit for such fiscal year in accordance with 2 CFR § 200. A single audit is an audit that includes both an agency's financial statements and its federal awards (from all applicable federal programs). A program audit is an audit of one federal program (such as CDBG). A program-specific audit is allowed when the agency expends federal awards under only one federal program.

If a grantee or Recipient expends less than \$750,000 a year in federal awards, it is exempt from the audit requirements for that year; however, records must be available for review or audit by HUD and/or the City, as appropriate. If Recipient is not required to have a single audit performed, the agency must provide end of the year audited financial statements (balance sheet, income statement, and cash flow statements) annually during the compliance period. Furthermore, Recipient agrees to consent to audits by the City, HUD, or their designated independent auditing firm(s) as may be required in relation to this Agreement; and to produce all

documents required upon request by the City, HUD, or their authorized representatives.

#### **Section 6. Program Income**

Any program income generated by rents received during the effective term of this Agreement shall be retained by Recipient and utilized for the continuing operations, maintenance, and repayment of any indebtedness as required to maintain affordability and occupancy standards for Project. Use of program income by Recipient shall be in accordance with requirements set forth at 24 CFR § 570.504.

#### **Section 7. Use and Reversion of Assets**

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR § 200 and 24 CFR §§ 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- a. Recipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b. Real property under Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement, in excess of \$25,000, shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 570.208 until five (5) years after expiration of this Agreement. If Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Recipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

#### **Section 8. Procurement.**

The Recipient shall adhere to the procurement standards provided at 2 CFR Part 200, as applicable, or the Recipient's written procurement standards provided that such standards conform to Federal Law and the provisions of 2 CFR Part 200. This shall apply to the purchase of materials, supplies, and equipment. Any purchase or aggregate purchase of \$10,000 - \$149,999 (small purchase within the simplified acquisition threshold) will require

a formal bid procedure (including advertising and sealed bids using a firm fixed price). Any purchase or aggregate purchase less than \$10,000 must comply with micro purchase procedures used for procurement. Purchases greater than the \$150,000 will require sealed bids or competitive proposals. Sealed bids are the preferred method for construction procurement. Procurement for services should include Davis Bacon, Section 3, and/or other associated Administrative requirements as appropriate.

The City must approve proposed contractor(s) prior to any execution of a contract for rehabilitation work being paid from CDBG funds to ensure that the contractor is cleared and eligible to perform work on Project and other HUD related requirements.

**Section 9. Labor Standards.**

The Recipient agrees that rehabilitation work contracts that will utilize \$2000.00 or more in CDBG funds and containing eight (8) or more housing units shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours and Safety Standards Act, and other applicable federal, state, and local laws and regulations. The Recipient agrees to comply with the Copeland Anti-Kick Back Act and its implementing regulations of the U.S. Department of Labor at 29 CFR § 5.

If applicable to Project, Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part and shall coordinate with City regarding applicable wage determinations and bid document information prior to soliciting construction bids. Weekly payments are required to workers as well as submission of weekly payroll reports to the City for all contractors and subcontractors.

**Section 10. Necessary Approvals.**

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

**Section 11. No Waiver.**

No waiver, alterations, consent, or modification of any of the provisions of the Agreement shall be binding unless in writing and jointly signed by the Mayor or his/her designee and the Executive Director of Re-Entry Alliance Pensacola, Inc.

**Section 12. Governing Law.**

This Agreement 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 Agreement.

**Section 13. Venue.**

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

**Section 14. No Discrimination.**

The Recipient agrees to comply with Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086. Services and operations available under this Agreement will be free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable.

All services associated with and conducted under this Agreement shall be made available to the public in a lawful, non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

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

**Section 15. Assignment.**

The rights and privileges conferred by this Agreement shall not be assigned or transferred by a Party without the written consent of the Other Party, which consent shall not be unreasonably withheld.

**Section 16. No Other Agreements.**

This instrument and its attachments constitute the sole and only Agreement of the Parties relating to the subject matter hereof and correctly set forth rights, duties, and obligations of each to the other as of its date. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either Party.

**Section 17. Remedies for Failure to Perform or Breach of Agreement.**

The Parties reserve the right to seek all remedies available under law in the event of a failure to perform or other breach of this Agreement by the other Party, and the failure of a Party to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

If a Party should fail to perform its duties and responsibilities as defined herein, or otherwise not comply with the terms and conditions of this Agreement ("Noncomplying Party"), the other Party may, without any legal or financial liability, or recourse to the Noncomplying Party, terminate this Agreement by providing written notice to the Noncomplying Party thirty (30) days in advance of the effective date of such termination.

In the event of the City's termination of this Agreement for lack of funds, the City shall only be obligated to pay those costs incurred and approved for payment prior to the date of issuance of said termination notification to the Recipient, and such payments shall be made only to the extent that CDBG-CV funds are made available to the City for such purposes.

Alternatively, in the event of termination for the Noncomplying Party's failure to perform its duties and responsibilities or otherwise comply with the terms and conditions of this Agreement, the other Party may, at the other Party's sole discretion, and by providing written notice to the Noncomplying Party, afford the Noncomplying Party the opportunity to initiate actions to rectify the deficiency during a thirty (30) day notification period. During this period, if the Noncomplying Party is the Recipient, the City shall suspend any and all CDBG payments pending successful resolution of the deficiency by the Recipient. Failing actions by the Noncomplying Party to rectify the deficiencies within the thirty (30) day period, the other Party may thereupon terminate this Agreement and immediately initiate action, including, as applicable in the case of noncompliance by the Recipient, foreclosure actions in accordance with provisions of the mortgage and note to recover any previously expended CDBG funds from the Recipient.

#### **Section 18. 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.

#### **Section 19. Mandatory Use of E-Verify System.**

In compliance with the provisions of Section 448.095, Florida Statutes, the Parties to this Agreement and any subcontractors engaged in the performance of this Agreement hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

#### **Section 20. Other Federally Related Requirements**

- A. Environmental Review: This Agreement is contingent upon the City's completion of and HUD's approval of a 24 CFR Part 58 compliant environmental review record, issuance of environmental clearance findings by the City, and, if required, a receipt of a written release from HUD authorizing the City to expend CDBG funds. During the review period, the Recipient may not commit or expend any funds, including non-HUD funds, or undertake any activities having either an adverse environmental impact or limitation on the choice of reasonable alternatives. A "conditional" contract to purchase may be permitted before completion of the environmental review if meeting circumstances outlined in the RFP documents.
- B. Relocation, Real Property Acquisition, and One-for-One Housing Replacement (as applicable): The City and Recipient agree to comply with (i) the Uniform Relocation



Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR § 24 and 24 CFR § 570.606(b); (ii) the requirements of 24 CFR § 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (iii) the requirements in 24 CFR § 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2) that are displaced as a direct result of the acquisition, rehabilitation, demolition, or conversion for a CDBG assisted project. The Recipient agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

- C. Prohibited Activities. Recipient agrees that funds provided under this Agreement or personnel employed in administration of the program will not be used for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
- D. Uniform Administrative Requirements. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 CFR § 570.502 and shall comply with the requirements of 2 CFR Part 200.

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

**RE-ENTRY ALLIANCE OF PENSACOLA, INC., CITY OF PENSACOLA, FLORIDA**  
a Florida non-profit corporation

\_\_\_\_\_  
BY: Alfred G. Stubblefield, President

\_\_\_\_\_  
BY: D.C. Reeves, Mayor

Attest: \_\_\_\_\_  
Philomena Madden, Secretary

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

Approved as to Substance:

  
\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Legal in form and execution:

\_\_\_\_\_  
City Attorney

## **Attachment A**

**PUBLIC RECORDS:** Recipient shall comply with Chapter 119, Florida Statutes. Specifically, Recipient 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 Recipient does not transfer the records to the City.
- D.** Upon completion of the Agreement, transfer, at no cost, to the City, all public records in possession of Recipient or keep and maintain public records required by the City to perform the service. If Recipient transfers all public records to the City upon completion of the Agreement, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintains public records upon completion of the Agreement, Recipient 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 Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the City.

**IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:**

**THE OFFICE OF THE CITY CLERK, (850) 435-1715**

**[PUBLCRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLCRECORDS@CITYOFPENSACOLA.COM)**

**222 WEST MAIN STREET, PENSACOLA, FL 32502**

**ATTACHMENT B**  
**Terms and Conditions for Implementation of the Project**

**I. SCOPE OF SERVICES**

The Recipient will implement the Homeless Housing Acquisition/Rehabilitation Project. The City will provide up to \$370,501 in CDBG-CV funds for the Project. CDBG funds will be utilized for acquisition of a vacant rental property located at 1551 W. Blount Street (Parcel ID Number: 302S301001001030) to be targeted for homeless individuals. Property consists of 12 single room occupancy units. CDBG funds may also be used for eligible closing and soft costs related to acquisition of the property and related necessary repairs for occupancy of property. Recipient will be responsible for securing and documenting the availability of private funds necessary in excess of CDBG funding to complete project. CDBG may be utilized for completion of repairs to property if gap funding is required in excess of Recipient funding to complete rehabilitation for occupancy.

**II. CONTRACT MANAGERS**

City of Pensacola      Marcie Whitaker, Housing Director  
420 W. Chase Street  
P.O. Box 12910  
Pensacola, FL 32521-0031  
Phone (850) 858-0323  
Email: [mwhitaker@cityofpensacola.com](mailto:mwhitaker@cityofpensacola.com)

Recipient                Vincent J. Whibbs, Jr., Executive Director  
REAP  
1000 W. Blount Street  
Pensacola, FL 32501  
Phone: 850-332-6677  
Email: [vincewhibbs@reapreentry.org](mailto:vincewhibbs@reapreentry.org)

**III. INCOME AND RENT LIMITS**

Maximum income and rent limits as released annually by HUD are provided below and may be updated without formal contract amendment with written notification from the City contract manager. Income is calculated using the HUD requirements found at 24 CFR Part 5.

**MAXIMUM INCOME LIMITS (effective June 15, 2022)**

# PERSONS IN FAMILY	30% OF AREA MEDIAN INCOME (AMI)	50% OF MEDIAN	80% OF MEDIAN
1	\$16,250	\$27,100	\$43,300

### **2023 Maximum Rent Limits (effective October 1, 2022)**

<b>Unit Size</b>	<b>Max Rent</b>
SRO	\$726

100% of the 12 rental units shall be occupied by households with adjusted incomes that do not exceed 80% of the area median income adjusted for family size. A minimum of six (6) of the units shall be restricted to households at or below 50% of the area median income adjusted for family size.

The initial rent limits for the six (6) 50% units shall not exceed \$450/month. The rent limits for the remaining 80% units shall not exceed the maximum rent limits as noted above. Recipient may modify rents annually to coincide with updates as provided by HUD to maximum rent limits. Recipient shall notify City Contract Manager of changes in rents charged.

#### **IV. PROPOSED PROJECT SCHEDULE**

1. March 2023: City Council approval of contract  
March 2023: City completion of NEPA Environmental Review
2. April 2023: Affirmative Fair Housing Marketing form submitted to City Housing  
May 2023: Tenant Selection Policy submitted to City Housing  
April/May 2023: Closing scheduled for property
3. June 2023: Contract executed with a contractor for repairs  
June 2023: Tenant Lease submitted to City Housing
4. July/August 2023: Pre-leasing initiated
5. August 2023: Repairs complete
6. September 2023: Lease up and Occupancy

#### **V. HOUSING QUALITY STANDARDS**

Project must comply with all applicable local and state zoning, safety codes, and building code requirements. Housing units occupied by CDBG eligible households must comply with housing quality standards as outlined in 24 CFR § 982.401. Rehabilitation projects must obtain required building permits for work prior to start of construction. At project completion, copies of all building approvals and certificate of occupancy or certificate of completion, as applicable, must be provided to the City Housing Department.

Building was constructed after 1978 and therefore is exempt from HUD's Lead Safe Housing Rule Requirements.

## VI. PROPOSED PROJECT BUDGET

	CDBG Funds	Agency Funds
Acquisition/Mortgage Payoff	\$325,146	
Acquisition/Closing Costs (recording fees, title insurance, etc)	\$12,000	
Utility Reconnection Fees	\$3500	
Insurance/Bonding Requirements	\$2000	
Permits	\$1200	
Professional Services for Rehab (Architect/Engineer/Construction Mgmt/Etc)	\$12,000	
Marketing Costs	\$1500	
Contingency	\$13,155	
Rehabilitation		\$100,000
<b>TOTAL</b>	<b>\$370,501</b>	<b>\$100,000</b>

Budget revisions must be requested in writing to the City contract manager. Subject to the City contract manager's prior approval, the Recipient may shift funds between activities. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$370,501.

## VII. PAYMENT SCHEDULE AND PROCEDURE

The City will reimburse Recipient based on information submitted by the Recipient and consistent with the approved budget and City policies concerning payments. Recipient shall submit to the Housing Department any and all invoices with supporting documentation, including canceled checks showing proof of payment by Recipient for the expense incurred.

For property acquisition costs, the City will provide funds directly to the title company with provision of executed sales contract, W9 of title company, draft closing disclosure, and associated documentation related to eligible closing costs (including required recording fees). Recipient shall not receive funds at closing; any funds remaining at

closing should be returned to the City. City will provide loan documents to be recorded at closing.

Payments will be made for eligible expenses actually incurred by the Recipient during the Agreement term.

## **VIII. MARKETING AND WAITING LISTS**

Recipient must advise City Contract Manager whether they will utilize the Continuum of Care Coordinated Entry System (CES) to accept referrals to its Project or whether it will maintain a Project specific waiting list. Unless there is an approved CES or alternate process in place, the Property Owner or designee shall provide for the selection of applicants from a written waiting list in the chronological order of their application, insofar as is practicable, and provide prompt written notification to any rejected applicants of the grounds for any rejection. A written tenant selection policy must be provided to the City within 30 days of approval of this Agreement. Any client preferences should be included in the tenant selection policy (i.e., chronically homeless, persons with disabilities, veterans). Said priority shall in no way impede the Recipient's right to fully screen and otherwise qualify potential tenants in a non-discriminatory manner as allowed by law. Project will also provide an Affirmative Fair Housing Marketing Plan for Multifamily Housing (HUD Form 935-2A) or provide equivalent information to the City Housing Department within 30 days of approval of this Agreement.

The Recipient or its Property Manager shall maintain records of all prospective tenant applicants, including race, ethnicity and gender, reasons for denial of application, placement on a waiting list, advertising, and other relevant information. The Recipient or designee must certify that it has affirmatively furthered fair housing at the time of lease up. Review of this affirmative marketing effort for rental projects will be conducted in conjunction with the Annual Compliance Review process.

If utilized, Recipient will provide City with name and contact information for property management firm for the Project.

## **IX. ELIGIBLE CLIENTS**

Clients served must be homeless. The following client categories are eligible under this Agreement and must be certified as homeless by the Recipient (see 24 CFR § 91.5). Clients meeting the following definitions of Homeless may be presumed to be low and moderate income under the CDBG program:

- **Chronically homeless:** Individual or family who (1) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last three years; **AND** (2) Has an adult head of household (or a minor head of household if no adult is present in the household)

with a diagnosable substance use disorder, serious mental illness, developmental disability (as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of 2 or more of those conditions

- **Homeless:** Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning (1) Has a primary nighttime residence that is a public or private place not meant for human habitation; **or** (2) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); **OR** (3) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- **Imminent Risk of Homelessness:** Individual or family who will imminently lose their primary nighttime residence, provided that (1) the primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; (2) no other residence has been identified; **AND** (3) the individual or family lacks the resources or support networks to obtain permanent housing.
- **Homeless under other Federal statutes:** Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (1) Are defined as homeless under the other listed federal statutes; (2) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (3) Have experienced persistent instability as measured by 2 moves or more during the preceding 60 days; **AND** (4) Can be expected to continue in such status for an extended period of time due to special needs or barriers.
- **Households fleeing domestic violence:** Any individual or family who: (1) Is fleeing, or is attempting to flee, domestic violence; (2) Has no other residence; **AND** (3) Lacks the resources or support networks to obtain other permanent housing

The City will provide a sample “Homeless Certification” form for use in Project. Households defined as “At Risk of Homelessness” under 24 CFR § 91.5 are not presumed to be low or moderate income. If Recipient provides housing to clients “at risk of homelessness,” then Recipient must income qualify household using HUD requirements at 24 CFR Part 5 to confirm that a CDBG national objective is met.

## **X. REHABILITATION GUIDANCE**

The responsibility for negotiating, arranging, securing and collateralizing the development and construction financing in excess of CDBG funds required shall reside solely with the Recipient. Neither the City, nor any of their respective agents, representatives or employees shall incur any liability, debt, or obligation in relation to such financing. Prior to the expenditure of any CDBG funds provided hereunder, the Recipient shall clearly document the approval and availability of private lender and/or other funds in amounts required to complete this development.

The Recipient shall perform construction oversight, inspection and approval functions so as to ensure proper completion of the construction work by the selected project contractor. Completed work shall be inspected and approved as required by the City of Pensacola Building Inspections and any other cognizant agencies having permit approval authority with regard to the project. Such approvals shall be fully documented in the project records maintained by the Recipient.

The Recipient shall provide adequate documentation to the City indicating the actual design, development and construction costs incurred with respect to the rental units and payment of all such costs by the Recipient to ensure the avoidance of contractor, subcontractor, mechanic or vendor liens, encumbrances, judgments or other actions potentially endangering the marketability of the property and title thereto. In the event that the Recipient allows such liens, encumbrances, or other actions relating to the construction work to be placed against the property, the Recipient shall be solely responsible for payment of all actual costs and legal or other professional fees incurred in effecting the immediate removal of any such encumbrance.

Use of CDBG funds for repairs or renovations will require 100% Performance and Payment Bonds for 100% of the dollar value of construction contract price. Sample Performance and Payment Bond format provided upon request. Bonds shall list City as additional interest in addition to the awarded Not for Profit Agency. Contractor or Recipient will be responsible for recording of all bonds in the public records of Escambia County, Florida.

## **XI. LEASE GUIDANCE**

A copy of proposed tenant lease agreement must be provided to the City within 60 days of approval of this Agreement. The City recommends a lease term of one year. The City encourages Recipient to work with applicants that may have eviction or credit history issues in order to provide housing to applicants that may have experienced barriers in obtaining housing.

A Violence Against Women Act (VAWA) Lease Addendum must also be provided by the Recipient to tenants. VAWA template forms will be provided by the City to the Recipient.

## **XII. REPORTING AND MONITORING**

- A. Monthly Status Reports: A monthly status report is due each month until 100% project lease up. The monthly status report shall contain a narrative on



the progress of the project and a financial statement on expenditures during the report period.

- B. Initial Occupancy Report: At initial occupancy, Recipient shall provide the City with a copy of the Development's Certificate of Completion or Occupancy, as appropriate. The Recipient shall also provide the City with Client Income Certification and Homeless Certification forms for the units. Client income certification forms will contain names of all household members, ages, race, ethnicity, gender, and complete income and assets of all household members. Initial lease-up will require submission of complete backup documentation obtained related to income eligibility as well as a copy of tenant lease. City Housing staff has agreed to assist Recipient with income verifications for initial lease-up. Income will be calculated using the HUD requirements found at 24 CFR Part 5.
- C. Annual Program Reporting: After initial lease up and at least annually thereafter for the 5 year compliance period, the Recipient shall provide documentation to the City evidencing compliance with the rent, income, unit inspections records, and occupancy provisions of the Project with respect to the units. The City retains the right to physically inspect units with reasonable notice. The income of all tenants shall be verified upon initial lease up and at least annually thereafter. Copies of such recertification shall be provided to the City upon request. Clients meeting definition of homeless as outlined in "Section IX. Eligible Clients" will be presumed to be income eligible under the CDBG program. The Recipient shall at all times monitor the occupancy and maintain auditable records clearly indicating that the CDBG assisted rental units remain in total compliance with the income and rents for the full duration of the compliance period. An annual Rental Project Occupancy Report will be provided by the Recipient to the City detailing the occupied units, tenant name, income level, lease date, rent amount, and tenant demographic information.

Recipient will notify City Contract Manager when vacancy falls below 75% for a period exceeding 30 days. Excessive vacancy rates for extended periods may be considered a contract breach and will be noticed with opportunity to correct as provided in *SECTION 17. Remedies for Failure to Perform of Breach of Agreement*.

- D. Performance Monitoring: City will monitor the performance of the Recipient against goals and performance standards as provided in this Agreement. Substandard performance will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within 30 calendar days after being notified by the City, Agreement suspension or termination procedures will be initiated.

In the event the Recipient fails to fully complete the acquisition/rehabilitation of the units, the Recipient shall be directly and solely liable for repayment of the CDBG funds provided to the Recipient. In the event of such failure, the City may immediately initiate actions to recover its interest in the property.

**EXHIBIT A**

**RFP DOCUMENTS ON FILE IN CITY OF PENSACOLA PURCHASING OFFICE**

## **EXHIBIT B**

### **PROPOSAL**

The pages following Exhibit B are the documents comprising the Proposal dated October 10, 2022, that Recipient submitted in response to the Bid Documents, are hereby incorporated by reference into this Agreement. The Proposal includes all attachments and addenda submitted by Recipient in response to the Bid Documents, which are also hereby incorporated into this Agreement by reference.

Addendum Date: September 12, 2022

CITY OF PENSACOLA, FLORIDA  
ADDENDUM #1  
TO THE REQUEST FOR PROPOSAL

**COMMUNITY DEVELOPMENT BLOCK GRANT-CV  
HOMELESS HOUSING ACQUISITION/REHABILITATION PROJECT**

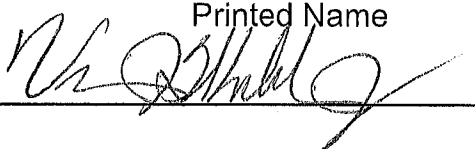
RFP NO: 22-051

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: Re-Entry Alliance Pensacola, Inc. Date: 9-14-2022

Authorized: Vincent J. Whibbs, Jr Title: Executive Director  
Representative: Vincent J. Whibbs, Jr

Signature:   
Printed Name

1. The submittal due date has been extended to **October 3, 2022**, at 2:30 P.M., local time. Those submittals received will be opened and publicly read the following business day (October 4, 2022, 10:00 A.M., local time) via Microsoft Teams at the following link: Microsoft Teams bid opening link.
2. The deadline for questions remains 10:00 A.M., local time, September 16, 2022.

*Addendum #1 provides responses to questions/requests for clarification from the 9/6/22 non-mandatory pre-conference meeting. Questions may have been modified for clarity.*

**Q1: Are operating costs eligible under this RFP?**

**Q1 RESPONSE:** Operating costs are not eligible under this RFP. See pages 7-9 of the RFP for a summary of eligible and ineligible costs.

**Q2: Is a Performance and Payment Bond required at the time of RFP submission?**

**Q2 RESPONSE:** The City is not requiring a P&P Bond at time of RFP submission, but it will be required for rehabilitation projects prior to commencement of construction.

**Q3: Is any match required under this RFP?**

**Q3 RESPONSE:** No.

**Q4: Does the project have to be located within the City limits?**

**Q4 RESPONSE:** Yes. See p. 7 of RFP.

**Q5: Can you explain differences between single room occupancy (SRO), congregate housing, shared housing, and other housing types?**

**Q5 RESPONSE:** See page 15 of RFP for a definition of a SRO unit, which will be permitted under this RFP.

The following are definitions of other special housing types:

Shared Housing is a unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Congregate Housing is intended for use by elderly or persons with disabilities. Congregate housing contains a shared central kitchen and dining area and a private living area for the household of a least a living room, bedroom, and bathroom. Food service must be provided.

Group Home is a state-licensed, certified, or otherwise state-approved facility intended for occupancy by elderly persons and/or persons with disabilities. The group home consists of residents' bedrooms, which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.

The only Special Housing Type considered eligible under this RFP is an SRO. Agencies considering a Special Housing type other than an SRO should provide a written follow-up question to determine if their project may be eligible.

**Q6: Is there a minimum lease term required for tenants?**

**Q6 RESPONSE:** This RFP does not specify a minimum lease term for tenants. However, a one-year lease is recommended.

**Q7: Is there a penalty for a tenant breaking a lease?**

**Q7 RESPONSE:** This RFP does not dictate penalties for early termination of a lease by a tenant. Agencies should be aware that Florida law allows for a tenant to legally break a lease without penalties under certain circumstances. The agency's lease with the tenant may specify terms and conditions regarding breaking the lease. Agencies should consider the target population being served when setting a "Termination Fee" for early breaking of a lease. Agencies should seek legal counsel to ensure that leases are in compliance with Florida Landlord Tenant Laws.

**Q8: How should unit vacancies be filled?**

**Q8 RESPONSE:** See p. 16 of the RFP under "Marketing and Waiting Lists" regarding filling vacant units. Agency must follow its tenant selection policy as provided to the City in filling all vacancies. Policies should not violate federal or state non-discrimination and fair housing laws.

**Q9: Is this one-time funding?**

**Q9 RESPONSE:** Yes. This RFP is being funded from a one-time special allocation of CDBG-CV funds from HUD.

**Q10: Is site control needed for this RFP?**

**Q10 RESPONSE:** If applicant will be requesting funds for acquisition costs, then site control is not required at the time of application since the funds will be utilized to help acquire the property.

If applicant is requesting rehabilitation funding ONLY, then site control is preferred, but not necessarily required. Given that the proposals will be evaluated based on "readiness to proceed," lack of site control at time of submission or lack of demonstration of the ability to obtain site control with other funding may cause a proposal to receive lower consideration.

Site control includes fee simple ownership or demonstration of a long-term lease agreement as described on p. 8 of the RFP.

**Q11: Is there a low-barrier shelter requirement? Can you define low barrier shelter?**

**Q11 RESPONSE:** Note that this RFP is intended to provide rental units and not an emergency shelter or day shelter as leases are required under this RFP. Rental units under this RFP may be used for transitional or permanent housing.

The City encourages respondents to utilize Housing First principles and not bar participants from accessing housing due to minimum income requirements, sobriety, credit history, participation in services, minor criminal record, etc. Agency may put in place "House Rules" or equivalent as a lease addendum for all tenants to abide by. All eligibility criteria and program rules should be applied equally and consistently to all program applicants and tenants. Any House Rules developed for a development should be reasonable, be consistent with HUD requirements, not discriminate on individuals based on membership under a protected class, and comply with state/local requirements.

Addendum Date: September 29, 2022

CITY OF PENSACOLA, FLORIDA  
ADDENDUM #2  
TO THE REQUEST FOR PROPOSAL

**COMMUNITY DEVELOPMENT BLOCK GRANT-CV  
HOMELESS HOUSING ACQUISITION/REHABILITATION PROJECT**

RFP NO: 22-051

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: Re-Entry Alliance Pensacola, Inc.

Date: 10-3-22

Authorized:  
Representative:   
Printed Name

Title: Executive Director

Signature: Vincent J. Whibbs, Jr. 

1. The submittal due date has been extended to **October 10**, 2022, at 2:30 P.M., local time. Those submittals received will be opened and publicly read the following business day (*October 11, 2022, 10:00 A.M., local time*) via Microsoft Teams at the following link: Microsoft Teams bid opening link.
2. No further questions will be received.



RFP NO. 22-051

**COMMUNITY DEVELOPMENT BLOCK GRANT-CV  
HOMELESS HOUSING ACQUISITION/REHABILITATION PROJECT**

**SIGNATURE PAGE**

The undersigned, as bidder, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the bid specifications.**

Legal Name of Firm: Re-Entry Alliance Pensacola, Inc.

Signature: 

Name (type/print): Vincent J. Whibbs, Jr.

Title: Executive Director

Address: 1000 W. Blount Street

City: Pensacola State: Florida Zip: 32501

Telephone: 850-324-6667 Fax No.: 850-332-6727 Date: 10-06-22

Email Address: vincewhibbs@reapreentry.org

**THIS FORM MUST BE SUBMITTED WITH RESPONSE.**

**RFP NO. 22-051**  
**APPLICATION PROPOSAL**

This application must be included in the submittal. Separate page(s) may be utilized if needed. Do not leave any items blank; mark "not applicable" as appropriate. Should more space be required, write "see attached" in blank and provide information on a separate sheet(s) as needed.

**1. APPLICANT INFORMATION:**

Agency:	Re-Entry Alliance Pensacola, Inc. (REAP)		
Agency Type:	<input checked="" type="checkbox"/> Not for Profit <i>(Only Not for Profits eligible to apply)</i>		
CEO/President:	Alfred Stubblefield		
Federal EIN:	38-3908383		
DUNS Number:	079666925		
Address:	1000 West Blount Street		
City:	Pensacola	Zip:	32501
Phone:	850-332-6677	Fax:	850-332-6727
Email:	vincewhibbs@reapreentry.org		
<b>CERTIFICATION CONTACT INFORMATION:</b>			
Contact Name:	Vince Whibbs, Jr.		
Title:	Executive Director		
Email:	vincewhibbs@reapreentry.org	Phone:	850-324-6667

**2. PROJECT SUMMARY & ELIGIBILITY:**

Project Title:	Clinton Cox – A Dozen in a Box
Project Address: (within City limits)	1551 West Moreno Street, Pensacola, Florida 32501
Parcel Ref. Number:	30-2S-30-1001-001-030
Project Type:	<input type="checkbox"/> Acquisition ONLY <input type="checkbox"/> Rehabilitation ONLY <input checked="" type="checkbox"/> Acquisition and Rehabilitation
<p><b>Project Description:</b> Provide a brief description of the proposed project, including clients to be served. Detail how project will provide new or expanded homeless housing units to the community and serve low/moderate income households.</p> <p>Re-Entry Alliance Pensacola, Inc. (REAP) proposes to acquire and manage the property located at 1551 West Moreno Street, Pensacola, Florida 32501 with the purpose of providing housing to a portion of the area's homeless community who have been adversely affected by the COVID crisis. The facility is approximately 6,000 square feet situated on a parcel slightly larger than an acre. There are twelve individual rooms, each with its own bathroom, shower, and sink. The building has a common reception area, a separate manager's office, a laundry room, and a large training area. It is</p>	

fully sprinklered, equipped with two tankless hot water heaters, it is handicap-accessible, and has its own security system.

The property is currently owned by Pathways for Change, Inc. ("PFC"), a Florida non-profit organization that has agreed to transfer the property to Re-Entry Alliance Pensacola, Inc. ("REAP") with REAP assuming full responsibility for the remaining indebtedness owed to Escambia County HOME/SHIP program in the approximate amount of \$350,000.00. REAP also would be responsible for continuing compliance with all provisions related to the use of the property for homeless purposes imposed by the original loan documents.

REAP would accept responsibility for contracting and completing the necessary repairs to the PFC building that are required prior to permanent occupancy. It is estimated that the costs of the repairs by a certified general contractor specializing in foundation repairs will be \$100,000, in addition to the cost of a structural engineer's inspection certifying that the building is suitable for occupancy.

**Project Purpose:** Describe how the proposed project meets the objective of preparing, preventing, and/or responding to the COVID-19 pandemic.

It is well accepted that people experiencing homelessness are uniquely vulnerable to COVID-19, that homelessness is associated with health challenges, and that social distancing can be difficult in congregate settings like shelters and encampments. More importantly, unsheltered homelessness has been growing by 22 percent over the past five years. Locally, Pensacola has identified affordable housing and homelessness as priority needs, with an emphasis on increasing the supply of housing units available for low-income persons. This program is designed to increase the availability of Single Resident Occupancy (SRO) housing units for this targeted population, in addition to creating an opportunity to prepare for, prevent, and respond to COVID-19. Moving homeless or previously unsheltered individuals into single occupancy rooms can ease the spread of airborne infections and communicable infections, thereby helping to reduce the spread of COVID-19. The program's concept is to provide supported SRO transitional housing to an initial twelve individuals, then as they transition out to other housing, replace them with new transitional tenants, thereby increasing the effectiveness and reach of the program. It is projected that the average length of stay will be six (6) months so that a total of twenty-four previously homeless persons will reside at the Chan Cox facility each year. Because the initial project is designed for five (5) years, the total number of homeless individuals housed at this facility will be one hundred twenty (120), resulting in a calculated cost per person housed of \$3,087.50 (\$370,500/120).

\$370,500	\$370,500	Total Projected Cost to Complete Project:	\$470,500
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### 3. AGENCY CAPACITY AND EXPERIENCE (30 POINTS)

Date Incorporated:	2013
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# Of Paid Staff:	24	# of Volunteers:	20
Describe Agency Experience with Acquisition and/or Rehabilitation of Properties similar to proposed project. List projects of similar size/type that your agency has completed.			
<p>Since 2013, REAP has been providing supportive housing to men and women returning from incarceration. Currently REAP has ten residential housing units, five owned and five rented, which are occupied by approximately sixty individuals. The overwhelming majority these individuals qualify as homeless and meet HUD income eligibility status.</p> <p>In April 2021, REAP collaborated with the Salvation Army for the renovation of a 52-bed Emergency Shelter. The substantial repairs and renovation were completed in July 2021; the facility is currently rented by REAP from the Salvation Army for the operation of a Women and Children's Emergency Shelter. During the past fiscal year, this facility has provided emergency lodging for 16,000 night-stays for women and children meeting the HUD definition of "homeless". This project was funded by CARES Act/Covid funding.</p> <p>In March 2022, REAP entered into an agreement with Parks &amp; Long Construction for the renovation of a facility at 2200 North Palafox Street for use as the Max-Well Respite Center to provide transitional housing for sixty-five previously homeless persons. The facility opened in August 2022 and was fully occupied by September 15th. This project is funded by the City of Pensacola ARPA funding.</p>			
Provide information on qualifications of key personnel to be responsible for project development.			
<p><b>VINCE WHIBBS, JR.</b> has been REAP's Executive Director for five years and, prior to that, served as REAP's Director of Operations for four years. He has considerable experience in the design, construction, and management of both commercial and residential units. Currently, he has the overall responsibility for transitional housing programs for approximately two hundred individuals daily and more than five hundred on an annual basis. <b>KEVIN EASON</b> has held multiple managerial functions with REAP over the past eight years, including Director of Housing, Director of Employment Services, and Director of Operations. He currently serves as Director of the Congregate Living Safe Outdoor Space and the Bill Cross Campus. <b>MELINDA HEIM</b> is the Executive Assistant and Office Manager for REAP. She holds a master's degree in Nursing/Advanced Registered Nurse Practitioner and is a former Adjunct Instructor for the University of Florida School of Medicine. Ms. Heim has been employed by REAP for 4 years and has overall responsibility for office supervision, personnel, accounting, compliance, and data processing. She provides backup to the Executive Director managing over \$1,500,000 in annual revenue and expense while assuring compliance with numerous funders' requirements. <b>RICHARD LYNCH</b> is REAP's current Director of Operations. He is US Army (ret.) and holds both a BS and a Master of Science in Management. Mr. Lynch was a previous Director of The Lodges, a 52-bed Women and Children's Emergency Shelter during which time he supervised a program that provided more than 15,000 night-stays and 14,500 meals in the shelter operations.</p>			
Describe Agency Experience with rental property management, including marketing, lease-up, and record-keeping. Include information on qualifications of key personnel to be responsible for property management and compliance. If outside property management firm will be used, list name of property management firm and the properties managed in Escambia or Santa Rosa counties			
<p>For the last seven years, REAP has operated a transitional home program for an average population of sixty-five clients. This operation is responsible for overseeing \$150,000 in annual collections with approximately \$3,000 collected per week. REAP self-manages 10-12 residences, including maintenance,</p>			

repairs, insurance-related matters, security, and client-related situations. During this time, REAP has never had to file an eviction action and has promptly addressed any code violations.

Describe Agency Experience with working with CDBG, other federal funding, and/or local housing grant funding. Mark "Not Applicable" if no experience.

REAP has received funding through COVID/CARES Act/EFSG funding beginning in 2011, including \$245,000 in Temporary Emergency Shelter Funding and \$250,000 in Rapid Rehousing. Beginning in 2022, REAP received an allocation of \$442,000 in City of Pensacola ARPA funding to fund the Max-Well Respite Center and the Safe Outdoor Space to provide transitional housing for persons meeting the HUD definition of "homeless".

Describe history of providing supportive service to target populations, including partnerships with other homeless or social service providers.

To date, REAP has provided supportive services to more than 1250 men and women returning from incarceration, every one of whom met the HUD definition of "homeless". A recent report by the Florida Department of Corrections reflected REAP's clients' rate of recidivism at less than 10%, remarkably better than the 40% national average. In 2021, REAP expanded the transitional services it provided to ex-offenders to include homeless individuals. REAP works closely with other area service providers, for example (1) REAP leased facility space for The Lodges from the Salvation Army, providing that organization with \$60,000 in revenue each year; (2) REAP has contracted with Bright Bridge Ministries for hot evening meals for the residents at The Lodges, providing Bright Bridge Ministries with \$6,000 per month in revenue. (3) REAP provided housing space for 15-18 clients from Waterfront Rescue Mission who needed to be quarantined because of COVID; and (4) REAP has worked closely with Opening Doors of NWFL, Inc., as the lead agency in the COC, with REAP being a sub-recipient of funding for several programs serving the homeless. Additional agencies with which REAP collaborates include Community Health Northwest Florida, Lakeview Center, St. Vincent de Paul Catholic Charities, and Community Action Program.

Detail if your Agency will require partnering with an outside agency to complete development of the Project. Describe roles of each Agency/Partner(s).

We do not anticipate partnering with any outside agency.

Provide listing of properties by address developed or owned by your agency in Escambia or Santa Rosa counties. If none, state "Not Applicable." (Note: If your agency serves Domestic Violence HHs, please provide ZIP code ONLY in lieu of address)

Properties:

	Designated premises	Type occupancy	Size/Type Construction	# Floors	BR/BATH	LEASED OWNED
1	1000 W. BLOUNT PENSACOLA 32501	OFFICE/ADMINISTRATION	2000 SQ Ft. BRICK	1	0/4	LEASED BHC
2	1010 W. BLOUNT PENSACOLA, FL 32501	OFFICE/CASE MANAGEMENT	1000 SQ. BRICK	1	0/2	LEASED BHC
3	6341 HIGHWAY 90 MILTON, FL 32570	OFFICE/ADMINISTRATION	800 SQ'	2 <sup>ND</sup> FLOOR	1/1	LEASED

4	502 LYNCH ST PENSACOLA 32505	TRANSITIONAL HOUSING	1000 SQ WOOD/VINYL	1	5/2	LEASED CEII
5	909 LYNCH ST PENSACOLA 32505	TRANSITIONAL HOUSING	800 SQ ' WOOD	1	3/1	OWNED
6	911 LYNCH PENSACOLA 32505	TRANSITIONAL HOUSING	800 SQ ' WOOD	1	3/1	OWNED
7	916 NORTH L STREET PENSACOLA 32501	TRANSITIONAL HOUSING	800 SQ' WOOD FRAME	1	3/1	LEASED CEII
8	301 NORTH U STREET PENSACOLA 32505	TRANSITIONAL HOUSING	800 SQ' CONCRETE BLK	1	3/1	OWNED
9	911 NORTH U STREET PENSACOLA 32505	TRANSITIONAL HOUSING	800 SQ' WOOD FRAME	1	3/1	OWNED
10	530 W STRONG ST PENSACOLA 32501	TRANSITIONAL HOUSING	1000 SQ' WOOD FRAME/VINYL	1	4/2	LEASED GLRBC
11	809 NORTH A STREET PENSACOLA 32501	TRANSITIONAL HOUSING	2000 SQ' BRICK	1	4/2	LEASED GLRBC
12	3610 W. MORENO ST PENSACOLA 32505	TRANSITIONAL HOUSING	2000 SQ' BLOCK	2	5/2	OWNED
13	1310 N. S STREET PENSACOLA 32505	CONGREGATE LIVING FACILITY	4680 SQ STEEL BUILDING	1	52 BED/3 BATH	LEASED SALVATION ARMY
14	1551 W. BLOUNT PENSACOLA 32501	CONGREGATE LIVING SAFE OUTDOOR SPACE	5,000 SQ' MODULAR BUILDING	1	12/13	LEASED PFC
15	2200 N. PALAFOX PENSACOLA 32501	CONGREGATE LIVING FACILITY	17,000 SQ' STEEL BUILDING	1	15	LEASED
16	711 WEST CHASE ST PENSACOLA 32501	Transitional Housing	1000 SQ FT. WOOD FRAME	1	2/1	LEASED
17	7008 N. PALAFOX PENSACOLA	GROUP HOME SAFE OUTDOOR SPACE	7 BUILDINGS TOAL 7000 SQ'	2	12/4	OWNED

#### 4. PROJECT DEVELOPMENT APPROACH (25 POINTS)

Development Type:	<input type="checkbox"/> Single Family Residence <input type="checkbox"/> Townhome <input type="checkbox"/> Duplex <input type="checkbox"/> Multi-family <input checked="" type="checkbox"/> Other: Specify: Single Room Occupancy		
Year Built:	2012	Zoning (if known):	Multi-family
Is project located in a FEMA Special Flood Hazard Area (projects located in FEMA SFHA <i>not eligible</i> )?			No
Is property currently vacant (vacant land/building)?			No
*If NO, what is plan to address existing occupants:(i.e., repairs should not displace existing tenants, current occupant is owner that is willing to sell and move, etc.)?  The building itself is currently unoccupied and utilized for storage only. The land behind the building is currently used as a Congregate Safe Outdoor Space managed by REAP which provides			

space for 10-15 campers who will not be displaced by this project. Campers currently at this location could be eligible for transfer into the project's housing units.	
Is your Agency currently the owner of the Property?	No
*If NO, list name of current property owner: Pathways for Change, Inc.	
Detail current ownership status: <b>NOTE: Any changes in ownership status after submission of this RFP may jeopardize ability of City to award HUD funding.</b>	
<input type="checkbox"/> Applicant is the current owner of the property as evidenced by a deed or certificate of title <input type="checkbox"/> Applicant currently has a contract to purchase the property in accordance with the conditional contract requirements as outlined in this proposal <input type="checkbox"/> Applicant currently has a long-term lease agreement with the owner effective for 15 years minimum.  <input checked="" type="checkbox"/> A property has been identified to be purchased, but no sales contract has been fully executed  <input type="checkbox"/> A property has been identified to be used in a long-term lease agreement, but no contract/lease has been fully executed <input type="checkbox"/> A specific property has yet to be identified	
Does a current appraisal exist of the property?	See Attached Tax Collector Valuation.
If project will include rehab, has a property inspection report or condition needs assessment been completed on the property? If no rehabilitation proposed, mark "N/A"	Yes, see attached.
Has the property been designated or determined to be potentially eligible for designation as a local, state, or national historic site OR is property located in a City Historic District?	No
*If YES, please detail:	
To your knowledge, if property was built BEFORE 1978, does the property contain lead-based paint (LBP) or exhibit any peeling/deteriorated paint surfaces? If built AFTER 1978, put "N/A"	

<p>*Please detail any LBP hazard risk assessment risk reports issued or known LBP remediation (if applicable):      N/A</p>			
<p>To your knowledge, does the property exhibit any hazardous conditions (i.e., asbestos, close proximity to explosive/flammable hazards, etc.)?</p>			
<p>*If YES, please detail:</p> <p>Yes, the existing building has been reported to be unsafe for habitation because of a foundation settling condition. This condition is readily repairable and REAP has received bids for all repairs from companies specializing in foundation repairs. Repairs will take approximately one month from start and will result in an engineer's certificate of clearance for occupancy.</p>			
<p>Is the property currently zoned for the proposed use?</p>			<p>Yes</p>
<p>*If NO, please detail activities undertaken to date and the proposed timetable to modify zoning or obtain a variance: N/A</p>			
<p>To your knowledge, does the property have sewer, water, power, and other infrastructure currently available?</p>			<p>Yes</p>
<p>*If NO, please detail: N/A</p>			
<p>To your knowledge, does the property currently meet building code and other safety standards?</p>			<p>Yes, after the completion of repairs.</p>
<p>*If NO, please detail how Applicant will address deficiencies using CDBG or other funding:</p> <p>The REAP Board of Directors has authorized to cover the cost of needed repairs if other funding is not available.</p>			
<p>Anticipated Start Date:</p>	<p>November 1, 2022</p>	<p>Anticipated Completion Date:</p>	<p>December 31, 2022</p>
<p>Detail proposed project timeline after award of CDBG funds by City:</p>			
<p>Contract executed with a contractor for repairs: November 7, 2022          Construction Period Complete: December 15, 2022          Identification of initial occupants: December 1, 2022          Ribbon Cutting and Public Announcement: December 20, 2022          Move-In Day: January 2, 2023</p>			



### 5. TARGET POPULATIONS/CLIENTELE (20 POINTS)

Describe Agency Experience with serving homeless population. Include information on qualifications of key personnel responsible for client engagement.

- (1) **VINCE WHIBBS, JR.:** As the Executive Director of REAP, Whibbs has worked with the area's homeless population, originally serving men and women returning from incarceration. Beginning in March 2021, his targeted population expanded to include individuals meeting the HUD definition of homeless. He has personally worked with more than two thousand homeless individuals over the past nine years, supervising a transitional housing program including a myriad of supportive services. (2) **KEVIN EASON** has held multiple managerial functions with REAP over the past eight years, including Director of Housing, Director of Employment Services, and Director of Operations. He currently serves as Director of the Congregate Living Safe Outdoor Space and the Bill Cross Campus. (3) **MELINDA HEIM** is the Executive Assistant and Office Manager for REAP. She holds a master's degree in Nursing/Advanced Registered Nurse Practitioner and is a former Adjunct Instructor for the University of Florida School of Medicine. Ms. Heim has been employed by REAP for 4 years, with overall responsibility for office supervision, personnel, accounting, compliance, and data processing. She provides backup to the Executive Director managing over \$1,500,000 in annual revenue and expense while assuring compliance with multiple funders' requirements. Her nursing degrees combine necessary training with real-life experience, which oftentimes is critical to our targeted population. (4) **RICHARD LYNCH** is REAP's current Director of Operations. He is US Army (ret.) and holds both a BS and a Master of Science in Management. For fourteen months, he was the Director of The Lodges, a 52-bed Women and Children's Emergency Shelter during which time he supervised a program that provided more than 15,000 night-stays and 14,500 meals in the shelter operations. Also assisting with case management are REAP's full-time employees **EDDIE MYRICK, MSW**, and **CHRIS SCHANG, BSW** Intern who is completing his MSW. Mr. Myrick and Mr. Schang will be available in an on-call capacity.

Target Populations (if applicable):

- ☒ [ X ] Chronic Homeless
- ☒ [ X ] Persons who are survivors of Domestic Violence
- ☒ [ X ] Persons living with HIV/AIDS
- ☒ [ X ] Persons who are formerly incarcerated
- ☐ [ ] Unaccompanied Youth
- ☒ [ X ] Veterans
- ☒ [ X ] Disabled
- ☒ [ X ] Other: List - Persons in imminent danger of becoming homeless.
- ☐ [ ] None of the above

Provide a narrative regarding your planned approach to marketing and intake of eligible households. Detail how you plan to accept applications for housing and how you will document income eligibility status, homeless eligibility, and demographic data as required by HUD funding.

This program is intended to provide SRO units as transitional housing for our targeted populations, after determining income eligibility and developing demographic data. REAP has an established history of providing this information as a sub-recipient of Opening Doors of NWFL, Inc.'s Rapid Re-housing Program which required eligibility and income determinations. For more than seven years, REAP has been providing supportive housing to individuals returning from incarceration. In any given

year, REAP will provide this type of transitional housing to more than two hundred individuals. SRO housing is the next step to permanent housing, and existing REAP clients would be eligible for progressing to SRO housing. Additionally, REAP has been providing emergency shelter to women through the Lodges and Emergency Shelter Program, and approximately 100 individuals each year would be eligible for the SRO program. Finally, residents at the recently opened Max-Well Respite Center could also be considered for progression to this SRO facility.

Additional referral sources could be other non-profit organizations with which REAP has established collaborative relationships including Waterfront Rescue Mission, Bright Bridge Ministries, and Catholic Charities. Because the demand for this type of housing in the Pensacola area is so strong, we anticipate no difficulty in quickly obtaining full occupancy. We anticipate the need to establish a waiting list of prospective tenants who have been referred by the other REAP programs or other collaborating non-profits. There will be codified guidelines regarding the waiting list to ensure fair and responsible movement on the list. Several of REAP's employees are HMIS-approved and have considerable experience in completing applications for housing services while utilizing required documentation procedures and following established guidelines for determination of eligibility.

Provide a description of any supportive services to be provided at site. If none, write "N/A."

During normal working hours, a Program Manager with considerable experience in case managing homeless individuals will be available to assist residents in their transitional progression to more permanent housing. He/she will be assisted by other experienced case managers (MSW-degreed or BSW interns working on MSW degrees) currently working in other REAP programs. Services provided on-site will include assistance with identification; completion of any necessary registration requirements; assistance in applications for Food Stamps, Social Security, Supplement Disability Income, and VA benefits; employment assistance to include assistance in the completion of job applications, interview training, "dressing for success," and transportation to job interviews. Basic financial counseling will also be provided.

Describe how this project will provide new units or enhance existing units for homeless households.

This facility was previously utilized as a transitional shelter for twelve individuals identified as the "targeted population." It has been unoccupied for more than 2 years. After the completion of necessary repairs, the project will add 12 SRO units to the current inventory of SRO units. It is projected that the average length of stay will be six (6) months so that a total of twenty-four previously homeless persons will reside at the Chan Cox facility each year. Because the initial project is designed for five (5) years, the total number of homeless individuals housed at this facility will be one hundred twenty (120), resulting in a calculated cost per person housed of \$3,087.50 (\$370,500/120).

Does your agency currently work with HMIS through Opening Doors?

Yes

\*If NO, will your agency use HMIS to report demographic requirements during the compliance period?

Will your Project provide BEDS (equivalent to Individuals served) or UNITS (equivalent to Households)?			UNITS
Total # of Units/Beds:	12	Total # of Proposed CDBG Set Aside Units:	0
Project Type:	<input checked="" type="checkbox"/> Transitional Housing (temporary housing with supportive services up to 24 months) <input type="checkbox"/> Permanent Supportive Housing (long-term housing with supportive services for homeless persons with disabilities) <input type="checkbox"/> Other Permanent Housing (other long-term housing not specified above)		

**PROPOSED DEVELOPMENT BREAKDOWN BY UNIT.** Please show the number of units for each income category.

BR SIZE→	SRO	Efficiency/0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom
↓INCOME LEVEL					
0-30% Area Median Income (AMI)	0				
31-50% AMI	6				
61-80% AMI	6				
81% or over*	0				
<b>TOTALS:</b>	<b>12</b>				

**TOTAL UNITS:** 12

*\*A minimum of 51% of total units must be occupied by low/moderate income households (at or below 80% AMI)*

**PROPOSED RENTS.** Please show the proposed rents by bedroom size and income levels.

BR SIZE→	SRO	Efficiency/0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom
↓INCOME LEVEL					
0-30% Area Median Income (AMI)	N/A				
31-50% AMI	\$450/month				
61-80% AMI	\$500/month				
81% or over*	N/A				

## 6. FINANCIAL VIABILITY (25 POINTS)

Does your Agency have a current financial audit available?	Yes, CPA limited opinion for 2021; IRS forms 990 for prior years
--	--

Will additional funding be required to complete project?	Yes, approximately \$100,000 for the completion of all necessary building repairs. There are pending grant requests with the Escambia County Health Facilities Authority for a \$100,000 grant and with Bob Barker Company Foundation (BBCF) to fund the necessary repairs. BBCF has previously funded REAP with more than \$125,000 in grants in prior years. REAP's Board of Directors has adopted a resolution authorizing REAP to fund out of current reserves any necessary repairs not funded by grants.
--	--

\*If YES, please complete the OUTSIDE FUNDING section below:

OUTSIDE FUNDING INFO	Outside Funding Source (name of bank, agency, etc):	Escambia County Health Facilities, Bob Barker Company Foundation (BBCF)
	Outside Funding Amount Requested:	\$100,000
	Is this Outside Funding Committed?	Yes, by REAP, if needed.
	Additional Notes regarding Outside Funding (i.e., loan terms, other restrictions)	N/A

How do you plan to fund ongoing operations (utilities, insurance, etc) and long-term maintenance costs associated with this project? If proposed rents are not sufficient to cover debt service and operational costs, how will funding be addressed to cover shortfalls?

With no debt service, it is projected that rents will cover ongoing expenses including utilities, insurance, and maintenance. REAP has been awarded but has not yet expended approximately \$25,000 EF&S funding to support the PFC project. Additionally, REAP has benefited from undesignated contributions in the approximate amount of \$40,000 each year which can be used to cover any operating shortfalls. REAP will cover personnel expenses for the Program Manager as an in-kind contribution and will utilize interns from several local universities to provide case management.

Please complete **PROPOSED PROJECT PROFORMA**.

NOTE: This Proforma is a template; not every category listed may be applicable to proposed project. Project costs under CDBG program must be directly attributable to project and must be reasonable. *An Excel version of the info below is available upon request.*

	CDBG	OTHER FINANCING	APPLICANT EQUITY	TOTAL USES/COST
Property acquisition	\$ 355,000	\$	\$	\$ 355,000
Site preparation	\$ 0	\$	\$	\$ 0
Lead-Based Paint Remediation	\$ 0	\$	\$	\$ 0
Building Rehabilitation	\$	\$	\$ 100,000	\$ 100,000
Architect/Engineer/Other Professional fees	\$	\$	\$	\$
Utility Service Connection Fees	\$ 2,000	\$	\$	\$ 2,000
Construction inspectors/mgmt.	\$	\$	\$	\$
Building Permits	\$ 1,000	\$	\$	\$ 1,000
Construction Financing Fees	\$	\$	\$	\$
Legal/Accounting Fees	\$ 0	\$	\$	\$ 0
Title/Closing Costs	\$ 3,000	\$	\$	\$ 3,000
Appraisal	\$	\$	\$	\$
Environmental Assessment	\$	\$	\$	\$
Insurance/Bonding	\$ 1,500	\$	\$	\$ 1,500
Consulting fees	\$	\$	\$	\$
Marketing costs	\$ 1,500	\$	\$	\$ 1,500
Other: (list)	\$	\$	\$	\$
Other: (list)	\$	\$	\$	\$
<b>SUBTOTAL</b>	<b>\$ 364,000</b>	<b>\$</b>	<b>\$</b>	<b>\$ 464,000</b>
Contingency	\$ 6,500	\$	\$	\$ 6,500
Developer's Fee	\$	\$	\$	\$
Other: (list)	\$	\$	\$	\$
<b>TOTAL</b>	<b>\$ 370,500</b>	<b>\$ N/A</b>	<b>\$</b>	<b>\$ 470,500</b>
				total project cost

Cost per Unit (Total Project Cost ÷ # of Units in Project):

\$39,208

RFP NO. 22-051

**COMMUNITY DEVELOPMENT BLOCK GRANT-CV  
HOMELESS HOUSING ACQUISITION/REHABILITATION PROJECT**

**SIGNATURE PAGE**

The undersigned, as bidder, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the bid specifications.**

Legal Name of Firm: Re-Entry Alliance Pensacola, Inc.

Signature: 

Name (type/print): Vincent J. Whibbs, Jr.

Title: Executive Director

Address: 1000 W. Blount Street

City: Pensacola State: Florida Zip: 32501

Telephone: 850-324-6667 Fax No.: 850-332-6727 Date: 10-06-22

Email Address: vincewhibbs@reapreentry.org

**THIS FORM MUST BE SUBMITTED WITH RESPONSE.**

**52.209-5 FAR Certification Regarding Debarment, Suspension,  
Proposed Debarment, and Other Responsibility Matters**

1. The Submitter certifies, to the best of its knowledge and belief, that the Submitter and/or any of its Principals:
  - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
  - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Submitter has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
  - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Submitter shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Submitter learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Submitter's responsibility. Failure of the Submitter to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Submitter nonresponsive.
- D. 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 paragraph (a) of this provision. The knowledge and information of a Submitter is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Submitter knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: Re-Entry Alliance Pensacola, Inc. Date: 9/14/2022

Authorized Signature:  Printed Name: Vincent J. Whithers, Jr.


**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**52.209-6 FAR Protecting the Government's Interest When Subcontracting  
with Contractors Debarred, Suspended, or Proposed for Debarment**

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
  - A. The name of the subcontractor.
  - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
  - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
  - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Re-Entry Alliance Pensacola, Inc.

Company Name



Authorized Signature

Vincent J. Whibbs, Jr.

Printed Name

9/14/2022

Date

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**



## VETERAN BUSINESS ENTERPRISE STATEMENT

In order to foster economic development and business opportunities for service- disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

**In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services ("DMS") as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.** For purposes of the City's VBE Program, the respondent's principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third-party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below:  
**If not, please mark N/A.**

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:
N/A		

**THIS FORM MUST BE SUBMITTED WITH RESPONSE.**

**MINORITY AND WOMEN BUSINESS ENTERPRISE STATEMENT**  
(RFP OR RFQ)

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

**In order for a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.**

There shall be no third-party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

Respondent's Name:	Respondent's Principal Place of Business
N/A	

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

<u>NAME OF M/WBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**CITY OF PENSACOLA**  
**SMALL BUSINESS ENTERPRISE STATEMENT**

The Pensacola City Council adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project-by-project basis, based on the availability of certified small businesses.

**A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than \$1 million. The business must be located in Escambia or Santa Rosa County.**

You must provide the following information sought in the accompanying forms for your submittal to be considered responsive:

RFQs **with** a specified Small Business Enterprise (SBE) goal will include a Bidder Questionnaire, Sub-contractor Solicitation, SBE Intent to Perform as a Sub-contractor and SBE Participation forms.

RFQs **without** a specified Small Business Enterprise (SBE) goal will include a Bidder Questionnaire form only.

*BIDDER QUESTIONNAIRE*

N/A

Name of Business Re-Entry Alliance Pensacola, Inc.

Address 1000 W. Blount St. Pensacola, FL 32501

Owner's Name 501(c)3 Phone 850-324-6667

If your company has been awarded a bid by the City of Pensacola as a prime or sub-contractor in the past five years, please list those projects.

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>DOLLAR AMOUNT</u>	<u>PRIME OR SUB.</u>
1. <u>N.A.</u>			
2. _____			
3. _____			
4. _____			
5. _____			
6. _____			

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

## DRUG-FREE WORKPLACE CERTIFICATE

**IDENTICAL TIE BIDS** - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

  
Signature

Vincent J. Whibbs, Jr.  
Printed Name

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

"REAP" + Landrum Personnel Services.

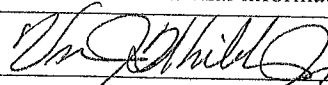
THIS FORM MUST BE INCLUDED  
IN SUBMITTAL

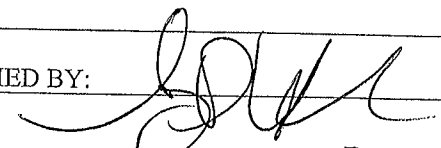


# City of Pensacola

Community Development Department

## PROPERTY ZONING VERIFICATION FORM

REQUESTOR'S INFORMATION	NAME: Vincent J. Whibbs Jr for Re-Entry Alliance Pensacola, FL	DATE: 9/19/2022
	PHONE: 850-324-6667	FAX: 850-332-6727
	Property Reference # can be obtained from the Property Appraiser's Office 434-2735 or <a href="http://www.escpa.org">www.escpa.org</a>	
	PROPERTY ADDRESS: 1551 W. Blount St	
	PARCEL REFERENCE #: 30-28-30-1001-001-030	
	This verification relates to zoning for the specified property and is provided for information purposes only. Additional land use regulations may apply which are not referenced on this form. The information on this form should not be considered sufficient to cover all restrictions; and existing land use regulations are subject to change. Refer to the City of Pensacola Land Development Code for additional information.	
REQUESTOR'S SIGNATURE (disclaimer verification): 		

OFFICE USE ONLY	ZONING DISTRICT: R-2A - Multiple Family	
	FUTURE LAND USE CATEGORY: Residential / Office	
	LOCATED WITHIN PNS NOISE ZONE: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
	IF YES: ZONE A <input type="checkbox"/> ZONE B <input type="checkbox"/> ZONE C <input type="checkbox"/>	
	COMMENTS: Address (site) verified w/ parcel ID# as 1551 W Blount St.	
VERIFIED BY: 		DATE: 9/22/22

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THIS FORM MUST BE INCLUDED IN SUBMITTAL

## CONFLICT OF INTEREST DISCLOSURE FORM

*The purpose of this document is to assist in the determination of whether additional restrictions, oversight, or other conditions might be advisable prior to execution of any agreement or providing funding assistance. The term "Conflict of Interest" refers to situations in which financial or other personal considerations may compromise or have the appearance of compromising professional judgment in following the rules and regulations of the program.*

Are any Board Members, employees, or members of their immediate families or their business Associates within your agency:

- a) Members of or closely related to members of the City of Pensacola City Council: ☐ YES ☒ NO
- b) Current beneficiaries of the program for which funds are requested: ☐ YES ☒ NO
- c) Paid providers of goods or services to the program or having other financial interest in the program: ☐ YES ☒ NO
- d) Creditors (i.e. persons who made loans to agency or provided loan collateral): ☒ YES ☐ NO
- e) An employee of or closely related to an employee at the City of Pensacola? ☐ YES ☒ NO

\* If you have answered YES to any question, **please provide an explanation below.** The existence of a potential conflict of interest does not necessarily make your agency ineligible for funding, but the existence of an **undisclosed** conflict may result in the termination of any grant awarded.

Board Member Philomena Madden provided funding in the original amount of \$16,500  
 Explanation: on October 17, 2017 to purchase a Residence for REAP Clients. Balance as of 9/11/2022 is \$5151.52

<b>Name and Title of Authorized Representative (Please Print or Type):</b> <div style="font-family: cursive; font-size: 1.2em; margin-top: 5px;">Vincent J. Whibbs, Jr</div>	
<b>Signature:</b> <div style="font-family: cursive; font-size: 1.2em; margin-top: 5px;">[Signature]</div>	<b>Date:</b> <div style="font-family: cursive; font-size: 1.2em; margin-top: 5px;">9/14/22</div>
<b>Agency Name:</b> <div style="font-family: cursive; font-size: 1.2em; margin-top: 5px;">Re-Entry Alliance Pensacola, Inc.</div>	
<b>Agency Address:</b> <div style="font-family: cursive; font-size: 1.2em; margin-top: 5px;">1000 West Blount St. Pensacola, Florida 32501</div>	

**THIS FORM MUST BE INCLUDED IN SUBMITTAL**

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

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

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

**Name and Title of Authorized Representative (Please Print or Type):**

Vincent J. Whibbs, Jr.

**Signature:**



**Date:**

9/14/2022

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

## Escambia County, FL - Address Search

1551 W BLOUNT ST



### Warning: This is not a survey

This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and 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.

### Administrative Report

<b>Parcel Site Address:</b>	1551 W BLOUNT ST
<b>Parcel Ref (link to Property Appraiser):</b>	<u><a href="#">30-2S-30-1001-001-030</a></u>
<b>Tax Collector ID (link to Tax Collector):</b>	<u><a href="#">063096000</a></u>
<b>Commission District:</b>	3
<b>Jurisdiction:</b>	CITY OF PENSACOLA
<b>Subdivision:</b>	<u><a href="#">KUPFRIAN PARK (View Maintenance Disclosure)</a></u>
<b>Zip Code of Site Address:</b>	32501 (Note: Must be verified with USPS)
<b>Water Franchise:</b>	EMERALD COAST UTILITIES AUTHORITY
<b>Elementary School Zone:</b>	Weis (Note: Must be verified with the ECSD)
<b>Middle School Zone:</b>	Warrington (Note: Must be verified with the ECSD)
<b>High School Zone:</b>	Pensacola (Note: Must be verified with the ECSD)
<b>Voting Precinct:</b>	14
<b>Polling Place:</b>	Fricker Resource Center (Note: Must be verified with the ECSOE)
<b>Mosquito Spray Area:</b>	17

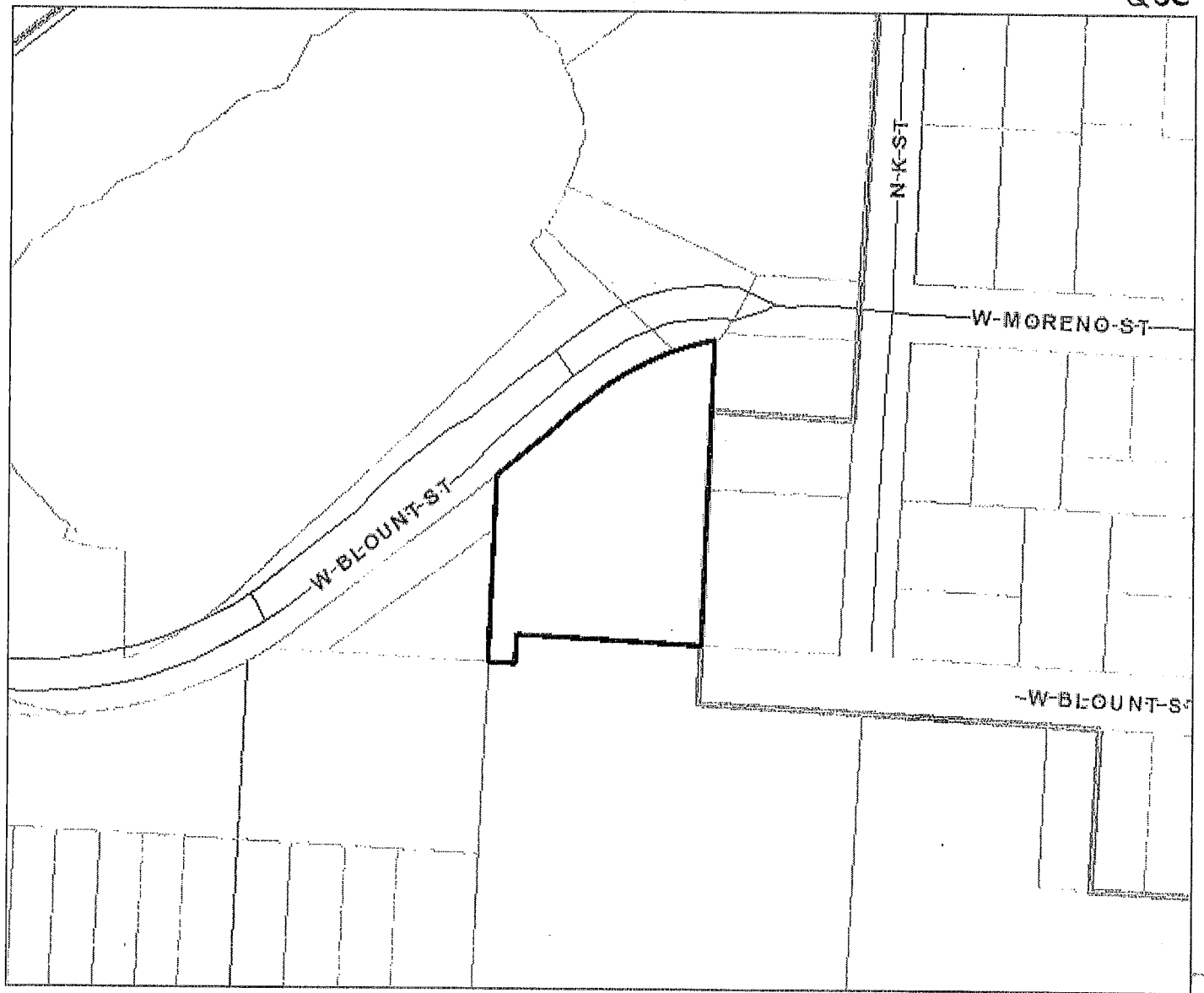
### Emergency Management Report



**Hurricane Evacuation Zone:** No**Special Flood Hazard Area:** X**DFIRM Panel:** 12033C0390G**Base Flood Elevation:** Not Available**Wind Zone:** 140**Fire District:** PENSACOLA - 10**Topographical Report****Wetlands Attribute (not an official wetland determination):** No**Soils Map Unit Name:** ESCAMBIA FINE SANDY LOAM, 0 TO 3 PERCENT SLOPES**Drainage Basin:** PENSACOLA BAY**Drainage Basin Number:** VIII**Land Use Report**

Land use report not available. Please check with CITY OF PENSACOLA

**Parcel Map Image**





# Chris Jones

## Escambia County Property Appraiser

26.

Real Estate Search

Tangible Property Search

Sale List

[Back](#)
☒ Nav. Mode ☒ Account ☐ Parcel ID
[Printer Friendly Version](#)

<b>General Information</b>		<b>Assessments</b>	
<b>Parcel ID:</b>	302S301001001030	<b>Year</b>	<b>Land</b>
<b>Account:</b>	063096000		<b>Imprv</b>
<b>Owners:</b>	PATHWAYS FOR CHANGE INC		<b>Total</b>
<b>Mail:</b>	2050 W BLOUNT ST PENSACOLA, FL 32501		<b>Cap Val</b>
<b>Situs:</b>	1551 W BLOUNT ST 32501	2021	\$63,840
<b>Use Code:</b>	MULTI-FAMILY >=10	2020	\$46,740
<b>Taxing Authority:</b>	PENSACOLA CITY LIMITS	2019	\$46,740
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>		\$241,457
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector			\$305,297
			\$288,110
			\$278,500
		<b>Disclaimer</b>	
		<b>Market Value Breakdown Letter</b>	
		<b>Tax Estimator</b>	
		<b>Download Income &amp; Expense Survey</b>	
<b>Sales Data</b>		<b>2021 Certified Roll Exemptions</b>	
<b>Sale Date</b>	<b>Book Page</b>	<b>Value</b>	<b>Type</b>
			Official Records (New Window)
09/23/2020	8371 1871	\$100	QC
02/27/2009	6431 1601	\$100	QC
04/1982	1635 102	\$130,000	WD
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller			
<b>Legal Description</b>		<b>Extra Features</b>	
COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 30, KUPFRIAN PARK A SUBDIVISION OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE...		ASPHALT PAVEMENT	
		CONCRETE PAVING	
		CONCRETE WALKS	
		WOOD FENCE	

Baptist  
Heath Care  
Corporation  
to  
Pathways for  
Change, Inc.  
9/24/20

<b>Parcel Information</b>	<b>Launch Interactive Map</b>
<b>Section Map Id:</b> CA114	
<b>Approx. Acreage:</b> 1.0745	
<b>Zoned:</b> R-2A	
<b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a>	
<a href="#">View Florida Department of Environmental Protection (DEP) Data</a>	
<b>Buildings</b>	

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

27.  
DEPARTMENT OF THE TREASURY

Date: JUN 11 2014

RE-ENTRY ALLIANCE PENSACOLA INC  
C/O C REID BARRINEAU  
501 COMMENDENCIA ST  
PENSACOLA, FL 32502

Employer Identification Number:  
38-3908383

DLN:  
17053003372034

Contact Person:  
CUSTOMER SERVICE ID# 31954

Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
December 31

Public Charity Status:  
170(b)(1)(A)(vi)

Form 990 Required:  
Yes

Effective Date of Exemption:  
May 10, 2013

Contribution Deductibility:  
Yes

Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947

Scott, Holmes & Associates, P.A.  
801 West Garden St  
Pensacola, FL 32502  
850-444-9800

CLIENT COPY

November 11, 2020

CONFIDENTIAL

Re-Entry Alliance Pensacola, LLC  
P.O. Box 13224  
Pensacola, FL 32591

Dear Al:

This letter is to confirm and specify the terms of our engagement with you and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom returns are prepared to confirm the following arrangements.

We will prepare your federal and state exempt organization returns from information which you will furnish to us. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of some of the information.

It is your responsibility to provide all the information required for the preparation of complete and accurate returns. You should retain all the documents, cancelled checks and other data that form the basis of these returns. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. You have the final responsibility for the tax returns and, therefore, you should review them carefully before you sign them.

Our work in connection with the preparation of your tax returns does not include any procedures designed to discover defalcations and/or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as determined to be necessary for preparation of the tax returns.

The law provides various penalties that may be imposed when taxpayers understate their tax liability. If you would like information on the amount or the circumstances of these penalties, please contact us.

Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we will be available upon request to represent you and will render additional invoices for the time and expenses incurred.

Our fee for these services will be based upon the amount of time required at standard billing rates plus out-of-pocket expenses. All invoices are due and payable upon presentation.

If the foregoing fairly sets forth your understanding, please sign the enclosed copy of this letter in the space indicated and return it to our office. However, if there are other tax returns you expect us to prepare, please inform us by noting so at the end of the return copy of this letter.

We want to express our appreciation for this opportunity to work with you.


Very truly yours,



Scott, Holmes & Associates, P.A.

Robert G. Holmes, C.P.A.

Accepted By:

 Executive Director REAP

Date:

11/19/20

Form **8879-EO****IRS e-file Signature Authorization  
for an Exempt Organization**CLIENT'S COPY **28c**  
PREPARED BY OMB No. 1545-0047Department of the Treasury  
Internal Revenue Service

For calendar year 2020, or fiscal year beginning

, 2020, and ending

▶ Do not send to the IRS. Keep for your records.  
▶ Go to [www.irs.gov/Form8879EO](http://www.irs.gov/Form8879EO) for the latest information.**SCOTT, HOLMES & ASSOCIATES, P.A.**  
CERTIFIED PUBLIC ACCOUNTANT  
**2020**

of exempt organization or person subject to tax

Taxpayer identification number

**RE-ENTRY ALLIANCE PENSACOLA, INC.****38-3908383**Name and title of officer or person subject to tax  
**AL STUBBLEFIELD  
PRESIDENT****Part I Type of Return and Return Information (Whole Dollars Only)**

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, or 7a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, or 7b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a Form 990 check here	<input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	<b>580,650</b>
2a Form 990-EZ check here	<input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b	
3a Form 1120-POL check here	<input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	
4a Form 990-PF check here	<input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	
5a Form 8868 check here	<input type="checkbox"/>	b Balance due (Form 8868, line 3c)	5b	
6a Form 990-T check here	<input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4)	6b	
7a Form 4720 check here	<input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1)	7b	

**Part II Declaration and Signature Authorization of Officer or Person Subject to Tax**

Under penalties of perjury, I declare that ☒ I am an officer of the above organization or ☐ I am a person subject to tax with respect to (name of organization) \_\_\_\_\_, (EIN) \_\_\_\_\_ and that I have examined a copy of the 2020 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize **SCOTT, HOLMES & ASSOCIATES, P.A.** to enter my PIN **08383** as my signature  
ERO firm name Enter five numbers, but do not enter all zeros

on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the organization, I will enter my PIN as my signature on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax

Date **11/29/21****Part III Certification and Authentication**

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

**59328180180**

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2020 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature

Date **11/29/21****ERO Must Retain This Form — See Instructions****Do Not Submit This Form to the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see back of form.

Form **8879-EO** (2020)

Form **990**Department of the Treasury  
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

CLIENT'S COPY 2 Bd

OMB No. 1545-0047

2020

Open to Public Inspection

**A** For the 2020 calendar year, or tax year beginning , and ending

Check if applicable:

Address change

Name change

Initial return

Final return/terminated

Amended return

Application pending

**C** Name of organization**RE-ENTRY ALLIANCE PENSACOLA, INC.**

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)

**P.O. BOX 13224**

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

**PENSACOLA****FL 32591****F** Name and address of principal officer:**AL STUBBLEFIELD****P.O. BOX 13224****PENSACOLA****FL 32591****D** Employer identification number**38-3908383****E** Telephone number**850-332-6677****G** Gross receipts \$ **580,650****H(a)** Is this a group return for subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions

**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: **N/A****H(c)** Group exemption number**K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other**L** Year of formation: **2013****M** State of legal domicile:**Part I Summary**

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: <b>RE-ENTRY OF INCARCERATED PRISONERS.</b>		
	2 Check this box <input type="checkbox"/> If the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	14	
	4	14	
	5	17	
	6	80	
Revenue	7a	0	
	7b	0	
	8	Prior Year	Current Year
	9	378,277	437,878
	10	75,772	141,514
	11	6	33
	12	1,925	1,225
	13	455,980	580,650
	14	0	0
	15	292,022	248,558
Expenses	16a	0	
	17	204,771	200,042
	18	496,793	448,600
	19	-40,813	132,050
	20	95,692	363,315
Net Assets or Fund Balances	21	23,514	159,087
	22	72,178	204,228

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer

Date

**AL STUBBLEFIELD****PRESIDENT**

Type or print name and title

Paid

Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ If PTIN**DONN G. SCOTT, C.P.A.****11/29/21**

self-employed

**P00645283**Firm's name **SCOTT, HOLMES & ASSOCIATES, P.A.**Firm's EIN **59-3421405**Firm's address **801 WEST GARDEN ST**Phone no. **850-444-9800****PENSACOLA, FL 32502**

May the IRS discuss this return with the preparer shown above? See instructions

☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate Instructions.

DAA

Form **990** (2020) **210**



Form 990 (2020) **RE-ENTRY ALLIANCE PENSACOLA, INC.** 38-3908383

Page 2

**Part III Statement of Program Service Accomplishments**Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:

**RE-ENTRY OF INCARCERATED PRISONERS.**2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ **419,311** Including grants of \$ ) (Revenue \$ **140,094**)**CLIENT HOUSING:**

REAP SERVES FELONS ("CLIENTS") LEAVING INCARCERATION WHO USUALLY HAVE NO FUNDS OR SHELTER. WE RENTED 10 OLDER RESIDENCES AND DURING 2020 AVERAGED 180 RESIDENTS IN TRANSITIONAL HOUSING, ALLOWING THEM TO SLEEP. HAVE SEVERAL SETS OF WORKING CLOTHES, SHOWER AND PRESENT THEMSELVES FOR WORK, ALL OF WHICH IS NECESSARY TO ACHIEVE PRODUCTIVE LIVES AND NOT RETURN TO PRISON.

4b (Code: ) (Expenses \$ **15,604** Including grants of \$ ) (Revenue \$ **1,420**)**CLIENT TRANSPORTATION:**

SIMILAR TO HOUSING, OUR CLIENTS LEAVING INCARCERATION DO NOT HAVE MONEY, LICENSES OR VEHICLES. SOME OF THOSE NEEDS CAN BE ACCOMMODATED WITH BUS PASSES WE PROVIDE. MUCH OF IT CANNOT, SUCH AS PROBATION APPOINTMENTS, MEDICAL APPOINTMENTS AND WORK TIME SCHEDULES AND LOCATIONS NOT WORKABLE WITHIN THE BUS SCHEDULES. MUCH OF OUR PROVIDED SERVICES CONSISTS OF AN OWNED MULTI-PASSENGER VEHICLE AND DRIVERS. OVER THE COURSE OF 2020 WE SERVED ABOUT 845 CLIENTS IN OUR PROGRAM.

4c (Code: ) (Expenses \$ **12,111** Including grants of \$ ) (Revenue \$ )**OTHER CLIENT NEEDS:**

OUR CLIENTS ARRIVE WITHOUT MONEY, AND CORRESPONDINGLY, WITHOUT MEDICINE, HYGIENE ITEMS, FOOD CLOTHING, REQUIRED IDENTIFICATION OR REGISTRATIONS FOR FOOD STAMPS, VETERANS BENEFITS, ETX. ESPECIALLY PRIOR TO OUR GETTING THEM INTO SOME TYPE OF PAYING EMPLOYMENT, WE ARE ABLE TO PROVIDE THEM WITH AN INITIAL SUPPLY OF FOOD, FOOD VOUCHERS, LISTS OF FOOD KITCHENS AND TIME, SEVERAL SETS OF CLOTHING, BOOTS, COSTS FOR VARIOUS REGISTRATIONS AND INITIATION OF BENEFITS PROGRAMS. THIS ALL LEADS TO THE ABILITY TO WORK DAILY WITH PROPER HYGIENE AND CLOTHING. IN 2020, OVER 225 ARRIVED IN OUR PROGRAM FOLLOWING INCARCERATION WITH THOSE NEEDS WHICH WE COULD PROVIDE.

4d Other program services (Describe on Schedule O.)

(Expenses \$ Including grants of \$ ) (Revenue \$ )

4e Total program service expenses **447,026**

**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		X
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? If "Yes," complete Schedule D, Part V		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	X	
b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII		X
Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX		X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I See instructions		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		X
a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X

**Part IV Checklist of Required Schedules (continued)**

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 27? If "Yes," complete Schedule I, Parts I and III		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
24b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
24c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
24d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
25b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II	X	
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
28a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV		X
28b A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV		X
28c A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
35b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**Check if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	0	
1b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	0	
1c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		X

**Part V** Statements Regarding Other IRS Filings and Tax Compliance (continued)

	Yes	No
<b>2a</b> Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	17
<b>j</b> If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see Instructions)	2b	X
<b>3a</b> Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
<b>b</b> If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b	
<b>4a</b> At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
<b>b</b> If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
<b>5a</b> Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
<b>b</b> Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
<b>c</b> If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
<b>6a</b> Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
<b>b</b> If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
<b>7 Organizations that may receive deductible contributions under section 170(c).</b>		
<b>a</b> Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
<b>b</b> If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
<b>c</b> Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
<b>d</b> If "Yes," indicate the number of Forms 8282 filed during the year	7d	
<b>e</b> Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
<b>f</b> Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
<b>g</b> If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	X
<b>h</b> If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	X
<b>8 Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
<b>9 Sponsoring organizations maintaining donor advised funds.</b>		
<b>a</b> Did the sponsoring organization make any taxable distributions under section 4966?	9a	
<b>b</b> Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
<b>10 Section 501(c)(7) organizations.</b> Enter:		
<b>a</b> Initiation fees and capital contributions included on Part VIII, line 12	10a	
<b>b</b> Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
<b>11 Section 501(c)(12) organizations.</b> Enter:		
<b>a</b> Gross income from members or shareholders	11a	
<b>b</b> Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
<b>12a Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?	12a	
<b>b</b> If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
<b>13 Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>a</b> Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
<b>b</b> Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
<b>c</b> Enter the amount of reserves on hand	13c	
<b>14a</b> Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
<b>b</b> If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
<b>15</b> Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15	X
Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI. ☒

**Section A. Governing Body and Management**

	1a	14	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		14		
b Enter the number of voting members included on line 1a, above, who are independent	1b	14		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?			2	X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?			3	X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?			4	X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?			5	X
6 Did the organization have members or stockholders?			6	X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?			7a	X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?			7b	X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a The governing body?			8a	X
b Each committee with authority to act on behalf of the governing body?			8b	X
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O.			9	X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a Did the organization have local chapters, branches, or affiliates? If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10a	X
10b Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	10b	
11a Describe in Schedule O the process, if any, used by the organization to review this Form 990.	11a	X
12a Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	X
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	12c	X
13 Did the organization have a written whistleblower policy?	13	X
14 Did the organization have a written document retention and destruction policy?	14	X
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official	15a	X
b Other officers or key employees of the organization. If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).	15b	X
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a	X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b	

**Section C. Disclosure**

- 17 List the states with which a copy of this Form 990 is required to be filed **NONE**
- 18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)  
 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records ►

AL STUBBLEFIELD  
PENSACOLA

P.O. BOX 13224

FL 32591

850-332-6677

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**Check if Schedule O contains a response or note to any line in this Part VII ☐**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.

- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."

- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.

- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.

- List all of the organization's **former** directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations. See instructions for the order in which to list the persons above.

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) LOIS BENSON	1.00									
BOARD MEMBER	0.00	X						0	0	0
(2) JACK DEMOSS	1.00									
BOARD MEMBER	0.00	X						0	0	0
(3) WILLIAM DUNAWAY	1.00									
BOARD MEMBER	0.00	X						0	0	0
(4) JOE HAMMONS	1.00									
BOARD MEMBER	0.00	X						0	0	0
(5) RON JOHNSON	1.00									
BOARD MEMBER	0.00	X						0	0	0
(6) BRITT LANDRUM, JR.	1.00									
BOARD MEMBER	0.00	X						0	0	0
(7) PHILOMENA MADDEN	2.00									
SECRETARY	0.00	X		X				0	0	0
(8) DAVID MCGEE	1.00									
BOARD MEMBER	0.00	X						0	0	0
(9) SEAN PARKER	1.00									
BOARD MEMBER	0.00	X						0	0	0
(10) RALPH PETERSON	3.00									
VICE PRES	0.00	X		X				0	0	0
WES REEDER	1.00									
BOARD MEMBER	0.00	X						0	0	0

**2022 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# N13000004493

**Entity Name:** RE-ENTRY ALLIANCE PENSACOLA, INC.**Current Principal Place of Business:**J WEST BLOUNT STREET  
PENSACOLA, FL 32501**Current Mailing Address:**P.O. BOX 13224  
PENSACOLA, FL 32591 US**FEI Number:** 38-3908383**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**MCGEE, DAVID L  
501 COMMENDENCIA STREET  
PENSACOLA, FL 32502 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title DIRECTOR  
Name HAMMONS, JOSEPH L  
Address 17 WEST CERVANTES STREET  
City-State-Zip: PENSACOLA FL 32501

Title DIRECTOR  
Name JOHNSON, RONALD W  
Address 39 SUGAR BOWL LANE  
City-State-Zip: GULF BREEZE FL 32561

Title PRESIDENT, DIRECTOR  
Name STUBBLEFIELD, ALFRED G  
Address 4691 BOHEMIA PLACE  
City-State-Zip: PENSACOLA FL 32504

Title DIRECTOR  
Name DONOVAN, SR., FRED C.  
Address 502 NORTH 20TH AVENUE  
City-State-Zip: PENSACOLA FL 32501

Title DIRECTOR  
Name MCGEE, DAVID L  
Address 318 DEER POINT DRIVE  
City-State-Zip: GULF BREEZE FL 32561

Title VP, DIRECTOR  
Name PETERSON, RALPH A  
Address 501 COMMENDENCIA STREET  
City-State-Zip: PENSACOLA FL 32502

Title DIRECTOR  
Name LANDRUM, JR., H. BRITT  
Address 4050 BEDEVERE DRIVE  
City-State-Zip: PENSACOLA FL 32514

Title DIRECTOR, SECRETARY  
Name MADDEN, PHILOMENA  
Address 1941 EAST LLOYD STREET  
City-State-Zip: PENSACOLA FL 32503

**Continues on page 2**

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** ALFRED STUBBLEFIELD

CHAIRMAN OF BOARD

02/23/2022

Electronic Signature of Signing Officer/Director Detail

Date

**Officer/Director Detail Continued :**

Title DIRECTOR, TREASURER  
Name BAKER, DICK  
Address 2802 E. STRONG ST.  
City-State-Zip: PENSACOLA FL 32503

Title DIRECTOR  
Name PARKER, SEAN  
Address 1163 BROWNFIELD ROAD  
City-State-Zip: PENSACOLA FL 32526

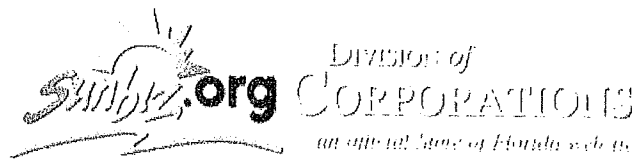
Title DIRECTOR  
Name BENSON, LOIS  
Address 520 E. ZARAGOZA ST.  
City-State-Zip: PENSACOLA FL 32502

Title DIRECTOR  
Name ROBERTS, ANDREA  
Address 1741 NORTH PALAFOX STREET  
City-State-Zip: PENSACOLA FL 32501

Title EXECUTIVE DIRECTOR  
Name WHIBBS, VINCENT J. JR.  
Address 3371 SUGARTREE DRIVE  
City-State-Zip: PENSACOLA FL 32503



29B1



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## Detail by Entity Name

Florida Not For Profit Corporation  
RE-ENTRY ALLIANCE PENSACOLA, INC.

### Filing Information

Document Number	N13000004493
FEI/EIN Number	38-3908383
Date Filed	05/13/2013
Effective Date	05/10/2013
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	07/03/2013
Event Effective Date	NONE

### Principal Address

1000 West Blount Street  
Pensacola, FL 32501

Changed: 01/22/2020

### Mailing Address

P.O. BOX 13224  
PENSACOLA, FL 32591

Changed: 01/16/2018

### Registered Agent Name & Address

MC GEE, DAVID L  
501 COMMENDENCIA STREET  
PENSACOLA, FL 32502

### Officer/Director Detail

#### Name & Address

Title Director

HAMMONS, JOSEPH L  
17 WEST CERVANTES STREET  
PENSACOLA, FL 32501

Title Director

2982

MCGEE, DAVID L  
318 DEER POINT DRIVE  
GULF BREEZE, FL 32561

Title Director

JOHNSON, RONALD W  
2809 OAK RIDGE DRIVE  
GULF BREEZE, FL 32563

Title Director

BROWN, DOUGLAS  
1020 REUS STREET  
PENSACOLA, FL 32501

Title Director

Landrum, H. Britt, Jr.  
34050 Bedevere Drive  
Pensacola, FL 32514

Title VP, Director

PETERSON, RALPH A  
501 Commendencia Street  
Pensacola, FL 32502

Title President, Director

STUBBLEFIELD, ALFRED G  
4691 Bohemia Place  
Pensacola, FL 32504

Title Director

LANDRUM, JR., H. BRITT  
4050 BEDEVERE DRIVE  
PENSACOLA, FL 32514

Title Director

DONOVAN, SR., FRED C.  
502 NORTH 20TH AVENUE  
PENSACOLA, FL 32501

Title Director, Secretary

Madden, Philomena  
1941 East Lloyd Street  
Pensacola, FL 32503

2983

Title Director, Treasurer

BAKER, DICK  
48 Bay Bridge  
Gulf Breeze, FL 32561

Title Director

Cross , William  
7983 Beulah Road  
Pensacola, FL 32526

Title Director

Roberts, Andrea  
1741 North Palafox Street  
Pensacola, FL 32501

Title Director

Parker, Sean  
1163 Brownfield Road5  
Pensacola, FL 32526

Title Executive Director

Whibbs, Vincent J., Jr.  
3371 Sugartree Drive  
Pensacola, FL 32503

**Annual Reports**

Report Year	Filed Date
2019	02/07/2019
2020	01/22/2020
2021	01/31/2021

**Document Images**

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<a href="#">07/03/2013 -- Amended and Restated Articles</a>	<a href="#">View image in PDF format</a>
<a href="#">05/13/2013 -- Domestic Non-Profit</a>	<a href="#">View image in PDF format</a>



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
COMMISSIONER NICOLE "NIKKI" FRIED

---

February 11, 2022

Refer To: CH50610

RE-ENTRY ALLIANCE PENSACOLA INC  
1000 W BLOUNT ST  
PENSACOLA, FL 32501-2304

RE: RE-ENTRY ALLIANCE PENSACOLA INC  
REGISTRATION#: CH50610  
EXPIRATION DATE: January 23, 2023

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

Deleah J Sims  
Regulatory Consultant  
850-410-3719  
Fax: 850-410-3804  
E-mail: deleah.sims@fdacs.gov

Tallahassee  
66 Industrial Park Rd.  
Monticello, FL 32344  
(850) 877-1313



Toll Free: (800) 714-3020  
Website: www.alphafoundations.com

**CONTRACT**

Licensed Contractor

CBC1257350

Customer

Vince Whibbs

Project Location

1551 West Blount Street Pensacola , FL 32501

Date

7/8/2022

Phone (Work or Home)

(850) 324-6667

E-mail

vincewhibbs@gmail.com

**PROPOSED PRODUCTS**

	QTY
5 Year Annual Service Plan	1.0
AquaStop Crawlspace Single	2.0
AquaStop Drainage Matting	5400.0
AquaStop Crawlspace Door Custom	1.0
AquaStop Air System - Crawlspace	2.0
AquaStop CrawlSeal	5400.0
SettleStop IntelliJack (1-3')	46.0
Supplemental Beam - S4	88.0

**Subtotal** \$98,624.10

**Discount** \$9,862.41

**Fuel Surcharge** \$99.00

**Contract Price** \$88,860.69

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and Alpha Foundation Specialists, LLC (the "Contractor").

X Customer is responsible for removing all personal items from the work area.

X Customer assumes responsibility for damages to hidden or unmarked utility lines.

X Stabilization is warranted. Contractor can attempt to lift at Customer's request.

X A full perimeter drainage system with sump pump was recommended.

X Customer is aware of warranty and all addenda.

X Customer is responsible for providing all necessary electrical outlets.

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work..

Customer

Contractor

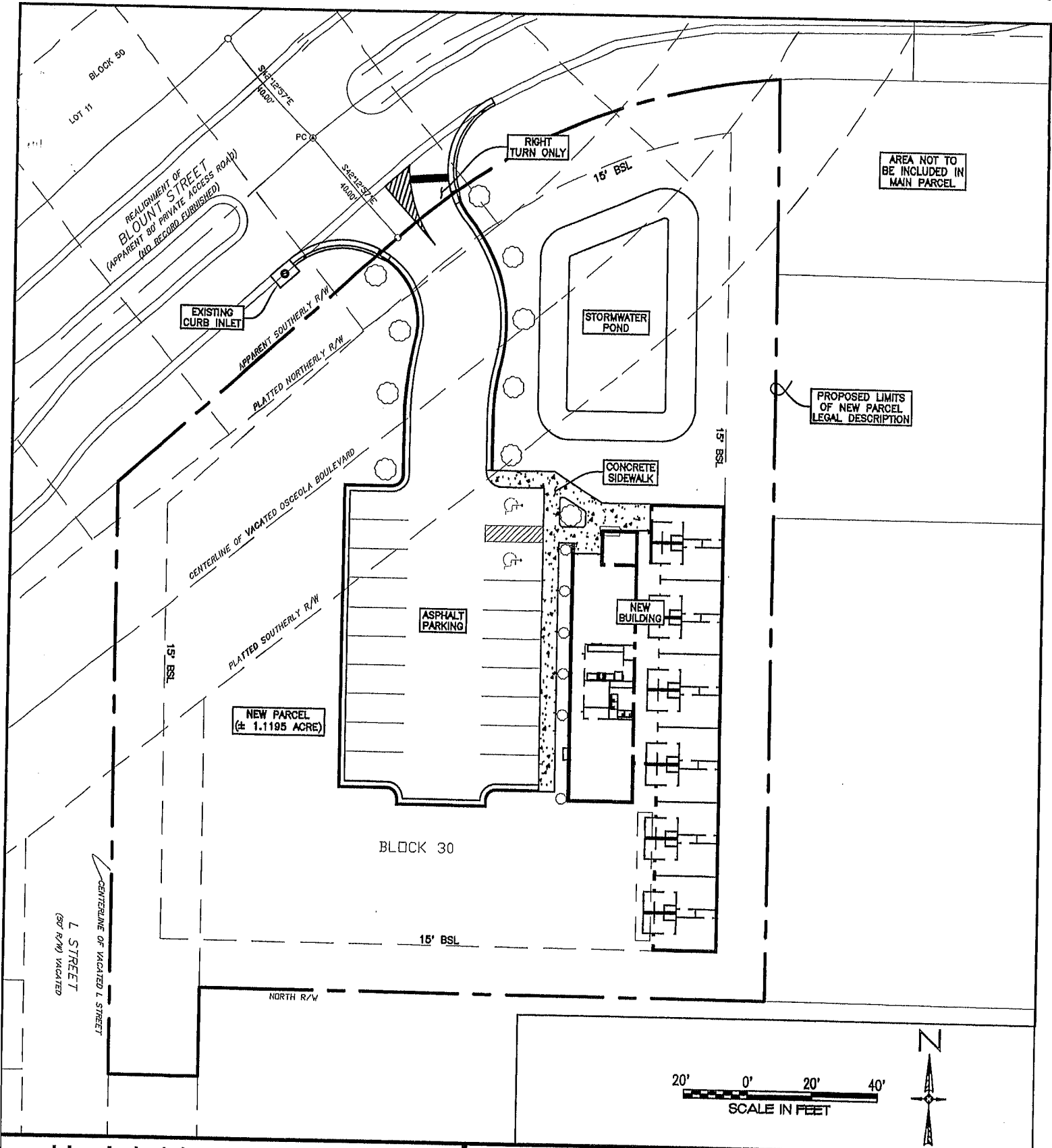
X

X

X

Date 7/8/2022

Date 7/8/2022



**jhi** **jehle-halstead, inc.**  
 Consulting Engineering Services  
 49 East Chase Street • Pensacola, Florida 32502  
 (850) 434-0059 • Fax (850) 434-3929  
 www.jehle-halstead.com  
 Certificate of Authorization No. 00004869

PROJECT: PATHWAYS FOR CHANGE - CLINTON COX RESIDENCE  
**CONCEPTUAL SITE LAYOUT**  
**No. 1**  
 DATE: 2010-08-13      JOB #: 100057

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING/AGREEMENT ("MOU/AGREEMENT")** is entered as of the 24th day of January 2022 by and between **RE-ENTRY ALLIANCE PENSACOLA**, (hereinafter referred to as "**REAP**" with offices at 1000 West Blount Street, Pensacola, Florida 32501 and **PATHWAYS FOR CHANGE, INC.** with a mailing address of P.O. Box 17892, Pensacola, Florida 32522 (hereinafter referred to as "**PFC**").

### RECITALS:

**WHEREAS** the mission of REAP is to improve the safety and quality of life in Northwest Florida by enabling individuals returning from incarceration to be self-sufficient, crime free and productive citizens and neighbors; and

**WHEREAS**, REAP has expanded its mission to include providing residential services to Northwest Florida's homeless; and

**WHEREAS**, REAP has experienced an increasing need to provide Safe Outdoor Spaces that will accommodate area homeless persons; and

**WHEREAS**, PFC has property situated at 1551 West Moreno Street, Pensacola Florida which it would permit REAP to utilize under terms and conditions hereinafter provided.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated by reference.
2. **Use Agreement:** REAP and PFC agree to enter into a use agreement effective this 24<sup>th</sup> day of January 2022 in which PFC will allow REAP to utilize the unimproved portion of property located at 1551 West Moreno Street, Pensacola Florida as a Safe Outdoor Space for area homeless, and REAP agrees to utilize the space for such use.
3. **Charges.** PFC will not charge REAP for the use of said property. REAP agrees to be solely responsible for the maintenance, upkeep, and care of said property, and agrees to maintain said property in a sanitary and neat condition. REAP shall have the right to place porta-potties, sanitary washing stations, dumpsters, and storage containers on the property and to erect fencing and screening, all at REAP's sole expense. REAP shall have the right to impose reasonable rules, policies and procedures on the individuals residing on the property, for safety and security purposes. REAP, at its sole expense, shall return the property to its original condition upon the termination of this MOU/AGREEMENT.
4. **Insurance.** REAP agrees to maintain liability coverage on said property in a minimum amount of \$1,000,000 and will list PFC as an Additional Insured. REAP will provide PFC

with a copy of said insurance coverage. REAP agrees to protect and hold harmless, and fully indemnify PFC from any and all liability that may result from REAP's use of subject property. In the event of any litigation, REAP shall engage counsel, which is satisfactory to PFC, to defend PFC's interests.

5. **Termination:** This MOU/Agreement may be terminated by either party by providing thirty (30) days prior written notice to the other party. Upon any such termination, REAP shall be responsible for restoring said Property to its original condition. In the event that any individuals attempt to remain on the PFC property upon the termination of this MOU/Agreement, REAP shall immediately institute all necessary legal action at its sole expense to remove any individuals attempting to remain on the PFC Property.
6. **Entire Agreement and Modification.** The terms set forth in this MOU/Agreement constitute all the terms and conditions agreed upon by the parties hereto with respect to the matters covered herein. This MOU/Agreement may only be altered, amended, or modified by a written instrument duly executed by the parties.
7. **Successors and Assignment:** This MOU/Agreement shall be binding upon and shall inure to the benefit of PFC and REAP and their successors and permitted assigns. Neither party may assign its interest in this MOU/Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.
8. **Relationship.** REAP and PFC expressly intend that with regard to the operation of this MOU/Agreement, nothing herein shall create or be construed to create an employer-employee, principal-agent, or joint venture relationship between the Parties, and REAP shall be solely responsible for the operation of the Safe Outdoor Space. Further, the parties shall have no authority to bind the other to any commitment, contract, agreement, or other obligation.
9. **No Discrimination.** PFC and REAP agree that with respect to the operation of this MOU/Agreement, they shall not unlawfully discriminate based on race, creed, religion, age, gender, or disability.

IN WITNESS WHEREOF, the parties have executed this MOU/Agreement as of the last date set forth below.

RE-ENTRY ALLIANCE PENSACOLA

By: 

Print Name: Vince Whibbs

Title: Executive Director

Date: 1/24/22

PATHWAYS FOR CHANGE, INC.

by: 

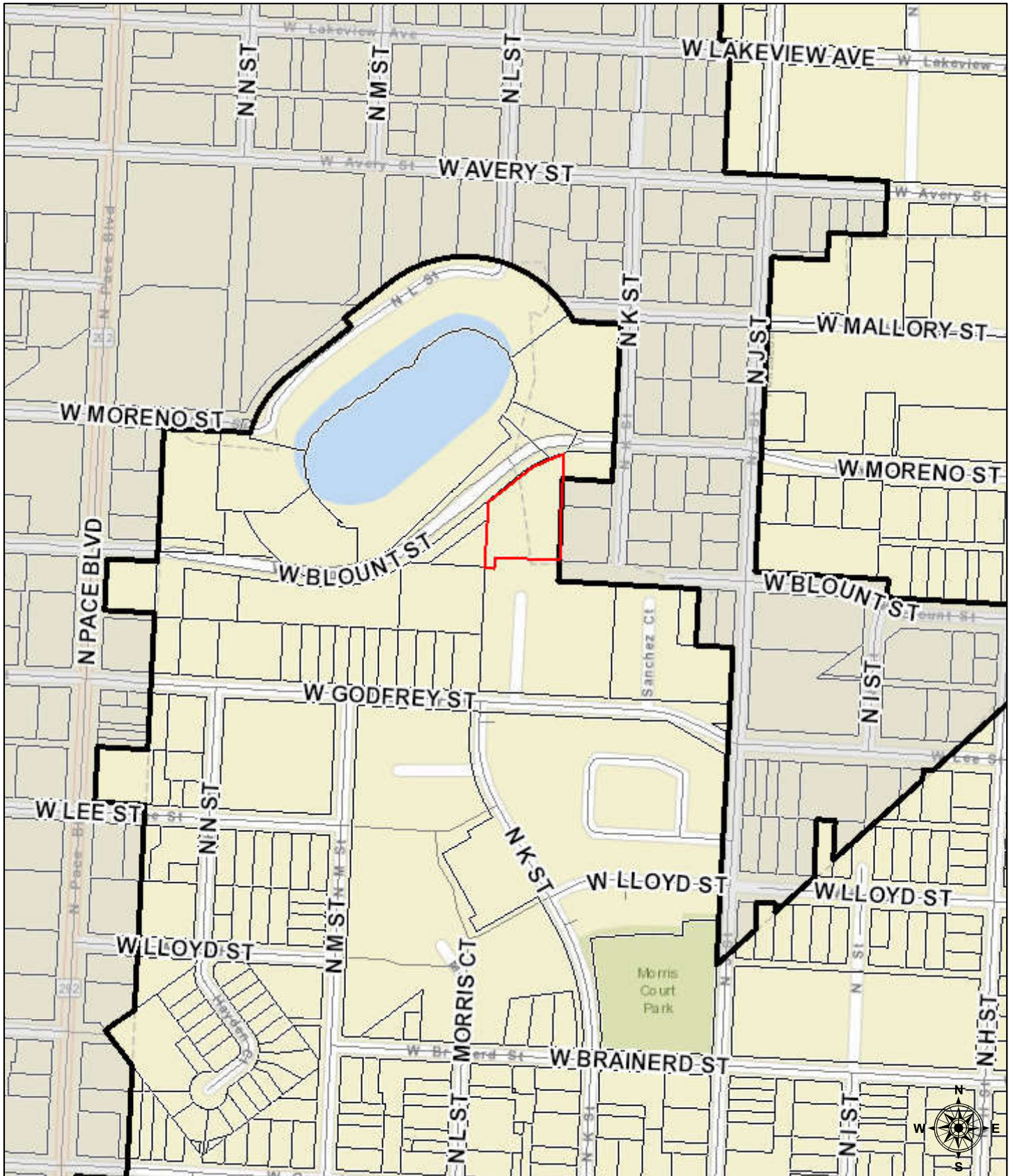
Print Name Connie Bookman

Title: Executive Director

Date: 1/31/22

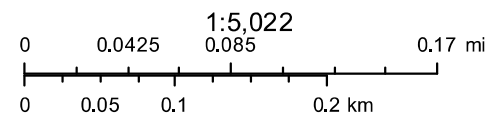


# 1551 W Blount



January 11, 2023

City of Pensacola



**APPRAISAL REPORT**

**OF A**

**COMMERCIAL (SPECIAL-PURPOSE) PROPERTY**

**LOCATED AT**

**1551 WEST BLOUNT STREET  
PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32501**

**EXCLUSIVELY FOR**

**CITY OF PENSACOLA – AFFORDABLE HOUSING PROGRAM  
C/O MS. CHRISTINE CRESPO**

**AS OF**

**FEBRUARY 13, 2023**

**BY**

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

**2803 EAST CERVANTES STREET, SUITE C**

**PENSACOLA, FLORIDA  
32503**

February 22, 2023

City of Pensacola - Affordable Housing Program  
c/o Ms. Christine Crespo, Manager  
420 West Chase Street  
Pensacola, FL 32502

Re: City of Pensacola-Affordable Housing  
Program; Appraisal File No. N223-0010;  
Appraisal of Commercial Property located at 1551  
West Blount Street, Pensacola, Florida

In accordance with your request for professional valuation services, I have prepared an appraisal of the above-captioned property. This appraisal report is for the exclusive use of the addressee, and it is intended to comply with the requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice.

It is concluded from this appraisal that the market value of the fee simple title in the property as if unencumbered by the current structural defects, subject to the attached appraisal assignment conditions as of February 13, 2023, is \$510,000. Additionally, the market value of the fee simple title in the property as is, subject to the attached appraisal assumptions and limiting conditions as of February 13, 2023, is 410,000. This appraisal is made subject to the contingent and limiting conditions and appraiser's certification that are presented subsequently in this appraisal report.

The above-referenced appraisal report of the subject property is presented on the following pages. I appreciate the opportunity to be of service to you.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Charles C. Sherrill, Jr.', followed by a large, stylized flourish or initial 'S'.

Charles C. Sherrill, Jr., MAI  
State Certified General Appraiser #RZ1665

## **APPRAISAL REPORT**

*The subject property consists of a commercial building, related site improvements, and underlying land parcel that are located at 1551 West Blount Street in Pensacola, Florida. The client is interested in purchasing the property for eventual use by REAP (Re-Entry Alliance Pensacola, Inc.), which is a non-profit agency that provides justice-involved citizens with a pathway to success following their time of serving a sentence of imprisonment. Part of the mission of this organization is to provide affordable housing for its clients.*

*The subject improvements consist of a 5,413-square foot structure that is utilized by the owner for storage purposes at present. However, the facility was designed and has been previously occupied by the owner as a group residential home with 12 individual living units. Each of these units is relatively small and has a private bathroom with shower. These units comprise approximately 65 percent of the building area, and the remainder of the structure consists of administrative office area, a meeting room, a common restroom, and a kitchen. It should be noted that the subject property is considered to represent a special-purpose use based upon its fairly atypical design with 12 living units and a total of 13 restrooms for specific usage as a group residential home.*

*Notably, the property has ingress/egress available via the privately-owned West Blount/Moreno Street. Based upon the client's intended use of this appraisal, this valuation is based upon the extraordinary assumption that vehicular ingress and egress to the property is legally available to the subject property from West Blount/Moreno Street into perpetuity with no monetary consideration being required by the owner of this roadway (represented by this apparent easement) from the users of this roadway. It is important to note that the use of this extraordinary assumption may affect the value conclusion in this appraisal.*

*Additionally, the current owner discontinued usage of the subject building as a group residential home in recent years due to structural defects of the facility. REAP has obtained reports from multiple structural engineers which have performed an assessment of the structural defects of the building with the related cost estimates to cure these defects. Accordingly, the property has been appraised based upon the hypothetical condition that the subject building were not affected by the current existing structural defects as of the current effective date of value, and secondly, based upon the property as is (as currently affected by these existing structural defects). The appraiser has deemed the assessment reports and costs to cure the structural defects by the structural engineers are reasonable, and these reports have been relied upon as a basis in this appraisal. It should be noted that this appraisal is based upon the extraordinary assumption that the eventual actual cost to be incurred to cure these structural defects is consistent with the proposals available to the appraiser by these reliable sources.*

*The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the specialized characteristics of the subject property, comparable sales within the Sales Comparison Approach were not considered to be adequate to provide credible results for this valuation. Secondly, group residential home properties like the subject in the local market are typically owner-occupied and not frequently leased, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.*

*The subject property is comprised of a group residential home property (special-purpose use) with no leases in place. Buyers of this type of property in the local market typically rely most heavily on the Cost Approach in making buying decisions. Accordingly, the appraiser has determined that the performing of the Cost Approach in this appraisal process is sufficient to achieve credible assignment results. Additionally, the omission of the Sales Comparison and Income Capitalization Approaches is not considered to have a negative effect on the credibility of this appraisal. The appraiser has clearly identified and explained this scope of work for this assignment within this appraisal report.*

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

***Coronavirus Disease 2019 (Covid-19) is an extremely serious illness that has very rapidly become a world-wide pandemic. It has had a significant effect on the health and financial well-being in recent weeks of all humans throughout the world. The spread of this new coronavirus is being monitored by the Centers for Disease Control (CDC), the World Health Organization, and numerous other health organizations across the globe. This virus has caused extreme detriment to the overall economic conditions of communities throughout the world. However, as of the effective date of this appraisal, the subject property value is not considered to have been impacted by the coronavirus.***

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### **Addendum**

Copy of Appraisal Engagement Letter  
Appraiser's License  
Supporting Documentation of Subject Property  
Location Map of Subject and Comparable Sales Data  
Professional Qualifications of Appraiser

<b>CLIENT:</b>	City of Pensacola - Affordable Housing Program c/o Ms. Christine Crespo, Manager 420 West Chase Street Pensacola, FL 32502
<b>APPRAISER:</b>	Charles C. Sherrill, Jr., MAI State - Certified General Appraiser #RZ1665 Sherrill Appraisal Company 2803 East Cervantes Street, Suite C Pensacola, FL 32503
<b>APPRAISAL FILE NUMBER:</b>	N223-0010
<b>PROPERTY LOCATION:</b>	1551 West Blount Street, Pensacola, Escambia County, Florida 32501
<b>PROPERTY TYPE/CURRENT USE:</b>	Commercial/Group Residential Home (Special- purpose use)
<b>REPORTED PROPERTY OWNER:</b>	Pathways for Change, Inc.
<b>OCCUPANT:</b>	Owner (for storage purposes)
<b>TAX ACCOUNT NUMBER:</b>	06-3096-000
<b>PARCEL IDENTIFICATION NO.:</b>	30-2S-30-1001-001-030
<b>CURRENT PROPERTY TAX ASSESSMENT:</b>	\$64,790 (based almost entirely of the subject land component); There apparently were no delinquent property taxes as of the effective date of this valuation as the 2022 tax bill was due but was not yet delinquent as of that date.
<b>LEGAL DESCRIPTIONS:</b>	Legal descriptions of the subject property obtained from the Escambia County Property Appraiser's Office and a quit claim deed are presented in the addendum of this appraisal report.
<b>ZONING CLASSIFICATION:</b>	R-2A; Multiple Family Residential
<b>FUTURE LAND USE CLASSIFICATION:</b>	MDR; Medium Density Residential

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

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

**INTENDED USER OF  
APPRAISAL REPORT:**

City of Pensacola - Affordable Housing Program;  
No other party is entitled to rely upon this report without written consent of the appraiser.

**INTENDED USE OF  
APPRAISAL REPORT:**

For the sole purpose of assisting the client, City of Pensacola - Affordable Housing Program, in internal business decisions concerning the possible purchase of the subject property. No other party is entitled to rely upon this report without written consent of the appraiser.



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

**DATE OF PROPERTY INSPECTION:** February 13, 2023

**EFFECTIVE DATE OF VALUE:** February 13, 2023

**DATE OF APPRAISAL REPORT:** February 22, 2023

**MARKET VALUE CONCLUSIONS:**

**VALUE OF ENTIRE PROPERTY,  
AS IF UNENAFFECTED  
BY STRUCTURAL DEFECTS:** \$510,000 (Current value of property as if unaffected by structural defects, subject to attached appraisal assignment conditions)

**VALUE OF ENTIRE PROPERTY,  
AS IS:** \$410,000 (Current value as is, subject to attached appraisal assignment conditions)

**VALUE OF SUBJECT  
LAND COMPONENT:** \$94,000 (Current value of land, as if unimproved)

Submittal Due Date: 10/10/22

RFP No.: 22-051

**FINAL VENDOR REFERENCE LIST**  
**COMMUNITY DEVELOPMENT BLOCK GRANT-CV HOMELESS HOUSING ACQUISITION/REHABILITATION PROJECT**  
**HOUSING**

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
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
081043	BCK SPECUALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
069786	BEAR GENERAL CONTRACTORS LLC	1216 N PALAFOX ST STE A	PENSACOLA	FL	32501	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
038068	BIGGS CONSTRUCTION CO INC	2510 NORTH PACE BOULEVARD	PENSACOLA	FL	32505	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
084581	BRIGHT BRIDGE MINISTRIES	2600 WEST STRONG STREET	PENSACOLA	FL	32505	
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
078639	C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
042045	CHIVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
024722	COASTAL REEF BUILDERS INC	40 AUDUSSON AVENUE	PENSACOLA	FL	32507	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	
048528	EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	Y
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
080084	FAMILY PROMISE OF ESCAMBIA COUNTY INC	901 E GADSDEN ST	PENSACOLA	FL	32501	
017262	FAVOR HOUSE OF NW FL	2001 W BLOUNT ST	PENSACOLA	FL	32501	
082035	FEARLESS COMMUNITY INC	5707 PRINCETON DR	PENSACOLA	FL	32526	
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	P O BOX 677590	DALLAS	TX	75267	
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y

Submittal Due Date: 10/10/22

RFP No.: 22-051

**FINAL VENDOR REFERENCE LIST**  
**COMMUNITY DEVELOPMENT BLOCK GRANT-CV HOMELESS HOUSING ACQUISITION/REHABILITATION PROJECT**  
**HOUSING**

Vendor	Name	Address	City	St	Zip Code	SMWBE
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
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
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE STE 201	PENSACOLA	FL	32501	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	
081690	GULF MARINE CONSTRUCTION, INC	1232 N PACE BLVD	PENSACOLA	FL	32505	
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	
080650	HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
071301	HER FOUNDATION INC	P O BOX 29	MILTON	FL	32572	
052866	HEWES & COMPANY LLC	251 AMBER STREET	PENSACOLA	FL	32503	Y
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
079562	J GREEN CONSTRUCTION SVCS INC	1206 NORTH PALAFOX STREET	PENSACOLA	FL	32501	
002026	JACK MOORE & CO INC	P O BOX 37010	PENSACOLA	FL	32526	
067240	JAMES RICH BUILDERS INC	7049 WEATHERWOOD DRIVE	PENSACOLA	FL	32506	
053161	JONBUILT INC	PO BOX 5482	NAVARRE BEACH	FL	32566	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
061665	JOY GORDON CONSTRUCTION LLC	3178 GATEWAY LANE UNIT A	CANTONMENT	FL	32533	Y
032824	KENNETH HORNE & ASSOCIATES	7201 NORTH 9TH AVENUE SUITE 6	PENSACOLA	FL	32504	Y
000569	LAKEVIEW CENTER INC	1221 W LAKEVIEW AV	PENSACOLA	FL	32501	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
007497	LOAVES & FISHES	P O BOX 1303	PENSACOLA	FL	32596	
076493	LTS CONSTRUCTION LLC	4771 BAYOU BLVD #290	PENSACOLA	FL	32503	Y
084582	LUTHERAN SERVICES	3627A W WATERS AVE	TAMPA	FL	33614	
081795	LYNN, STEVEN W MCCULLOUGH AND SON	1104 FRETZ STREET	PENSACOLA	FL	32534	
021606	MANGUM, RON DBA RESIDENTIAL RENOVATION COMPANY INC	6299 WINDWOOD DRIVE	PENSACOLA	FL	32504	
069799	MAVERICK DEMOLITION OF NW FLORIDA INC	2355 SUMMIT BLVD	PENSACOLA	FL	32503	
070661	MCDALT, LLC	4675 BALMORAL DRIVE	PENSACOLA	FL	32504	Y
073522	MOORE BETTER CONTRACTORS, INC	1721 EAST CERVANTES STREET	PENSACOLA	FL	32501	Y

Submittal Due Date: 10/10/22

RFP No.: 22-051

**FINAL VENDOR REFERENCE LIST**  
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**HOUSING**

Vendor	Name	Address	City	St	Zip Code	SMWBE
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
003506	OPENING DOORS NWFL DBA ESCAROSA COALITION ON HOMELESS	P O BOX 17222	PENSACOLA	FL	32522	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	
060344	PENSA BAY AREA CHAMBER OF COMM DBA GREATER PENSACOLA CHAMBER	890 S PLALFOX ST STE 202	PENSACOLA	FL	32502	
075227	PENSACOLA DREAM CENTER	321 N DEVILLIERS ST #228	PENSACOLA	FL	32501	
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
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	
082950	RE-ENTRY ALLIANCE PENSACOLA	1000 W BLOUNT ST	PENSACOLA	FL	32501	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
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	
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
065887	THE CHILDREN'S HOME SOCIETY OF FL	5766 S SEMORAN BLVD	ORLANDO	FL	32822	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	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
084580	VOLUNTEERS OF AMERICA-FLORIDA	405 CENTRAL AVENUE, SUITE 100	SAINT PETERSBURG	FL	33701	
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
063065	WATERFRONT RESCUE MISSION, INC	P O BOX 870	PENSACOLA	FL	32591	
021725	WHITESSELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 100



## Memorandum

**File #:** 23-00221

City Council

3/23/2023

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH FIRST CITY FOOTBALL CLUB FOR THE USE OF THE PENSACOLA TECHNOLOGY PARK FIELD

**RECOMMENDATION:**

That City Council approve a Memorandum of Understanding (MOU) between the First City Football Club and the City of Pensacola to establish the terms and responsibilities of both parties as to the use of the Pensacola Technology Park Field for organized youth sports practice. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this memorandum of understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola agrees to the following conditions:

- Provide space as described in agreement for the First City Football, Inc., to practice soccer on the dates and times listed in Exhibit A to this MOU.
- Install netting in a manner consistent with standard safety protocols for youth sports practice fields and as appropriate to keep balls and equipment from leaving the PEDC Park area.
- Manage the days and time periods that the field will be utilized to ensure only one team will utilize the field at any given time unless all parties agree otherwise.

The First City Football Club, Inc., agrees to the following conditions:

- Pay to the City a fee of \$20 per player for the term of the agreement due no later than the end of the second week of practice.
- Understand and agree that use of the field pursuant to the agreement does not include nets except as described elsewhere in the agreement and does not include field prep, lights, or restrooms.
- Provide a list of all volunteers and/or board members prior to use of the field.
- Ensure and provide in writing prior to the first practice confirmation that Level 1 background checks have been conducted on all staff, board, and volunteers in accordance with Florida State Statutes.

- Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or an incident that has required the response of first responders to the field.
- To use the field for practice only. The field shall not be used for games.
- Field shall not be used after sunset.
- Refrain from interfering with the infrastructure of the field; provided, however, that it may stripe and/or line the field to enhance the field for use during practices.
- Leave field after each practice clean and litter free and in same condition that it was found.
- Provide liability insurance as described in agreement and to add the City of Pensacola as a release or held harmless in any Hold Harmless Agreement.
- To fully indemnify, defend and save harmless, the City of Pensacola, its officers, agents, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by the City of Pensacola's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of the Responsible Party in connection with its use of the area described in this agreement. This includes any damage to or theft of the First City Football Club, Inc property stored or left on City of Pensacola property. This shall be a continuing release and shall remain in effect until revoked in writing.

**PRIOR ACTION:**

December 15, 2022 - Parks and Recreation Board reviewed the MOU with First City Football Club, Inc., and no concerns or issues were raised.

January 19, 2023 - City Council approved Memorandum of Understanding with First City Football Club for the Use of the Pensacola Technology Park Field.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Financial impact unknown at this time. However, the Parks and Recreation Department will receive their portion of fees, to be collected quarterly. Funds received will be accounted for in the Recreation Fund.

Parks and Recreation Department did receive fees in the amount of \$340.00 from last quarter and those funds are accounted for in the Recreation Fund.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

3/13/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Deputy City Administrator  
Adrian Stills, Parks and Recreation Director  
Tonya Byrd, Assistant Parks and Recreation Director

**ATTACHMENTS:**

- 1) MOU - First City Football Club, Inc.

**PRESENTATION:** No



City of Pensacola Parks and Recreation Department  
Memorandum of Understanding (MOU) with First City Football Club, Inc for use of the  
Pensacola Technology Park Field

The City of Pensacola ("City") through its Parks and Recreation Department wishes to encourage the development of youth and to facilitate youth participation in sports activities.

A separate Memorandum of Understanding currently exists between the City and the Pensacola-Escambia Development Commission ("PEDC"). That MOU allows the City to utilize and manage the Pensacola Technology Park Field for the purpose of organized youth sports practices pursuant to certain specified conditions. The City and PEDC agreement allowing the City to utilize the field expires on September 27, 2023 and may also be terminated upon sixty (60) days notice by either the City or PEDC.

The City now enters into this Memorandum of Understanding ("MOU") with The First City Football Club, Inc. to establish the responsibilities of both parties and terms as to the use of the Pensacola Technology Park Field for organized youth sports practice.

I. FIRST CITY FOOTBALL CLUB, INC.

1. First City Football Club, Inc. agrees:

- A. To pay to the City a fee of \$20 per player for the term of this Agreement due no later than the end of the second week of practice.
- B. That use of the field pursuant to this Agreement does not include nets except as described elsewhere in this Agreement and does not include field prep, lights, or restrooms.
- C. To provide a complete list of all participants due no later than the end of the second week of practice.
- D. To provide a list of all staff, volunteers, and/or board members prior to use of the field. Any changes to the list must be provided to the City within 5 business days from the date the change occurs.
- E. To ensure and provide to the City in writing prior to the first practice confirmation that Level 1 background checks have been conducted on all staff, board members, and volunteers in accordance with Florida State Statutes. Any changes to staff, board members or volunteers during the term of this Agreement must be provided to the City along with written confirmation that the individuals have met criteria in accordance with this paragraph.



- F. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- G. To use the field for practice only. The field shall not be used for games.
- H. The field shall not be used after sunset.
- I. To refrain from interfering with the infrastructure of the field; provided, however, that it may stripe and/or line the field to enhance the field for use during practices.
- J. To leave the field after each practice clean and litter free and in the same condition that it was found.
- K. To provide liability insurance as follows:
  - (a). Proof of commercial general liability insurance with a minimum liability limit of \$1,000,000 per occurrence and in the aggregate. The City of Pensacola must also be listed as an "additional insured" on the policy. Certificate holder shall read: City of Pensacola, c/o Parks and Recreation Department, P.O. Box 12910, Pensacola, Fl. 32521 or to the City of Pensacola, c/o Parks and Recreation Department, 222 West Main Street, Pensacola Florida 32503.
- L. To add the City of Pensacola as a release or held harmless in any Hold Harmless Agreement included as part of the activity participation and provide to the City prior to use of the field.
- M. To fully indemnify, defend and save harmless, the City of Pensacola, its officers, agents, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by the City of Pensacola's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of First City Football Club, Inc. in connection with its use of the area described in this MOU. This includes any damage to or theft of the First City Football Club, Inc property stored or left on City of Pensacola property. This shall be a continuing release and shall remain in effect until revoked in writing.

## II. CITY RESPONSIBILITIES:

### 1. City of Pensacola agrees:

- A. To provide space as described in this Agreement for First City Football, Inc. to practice soccer on the dates and at the times listed in Exhibit A to this MOU, subject to any changes or revisions to that schedule as mutually agreed to by the parties.
- B. To install netting in a manner consistent with standard safety protocols for youth sports practice fields and as appropriate to keep balls and equipment from leaving the PEDC Park area.
- C. Manage the days and time periods that the field will be utilized that ensures only one team will utilize the field at any given time unless all parties agree otherwise.

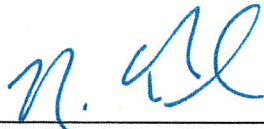
## III. TERMINATION:

Either party may terminate this agreement upon 30 days written notice to the other. Termination for cause shall be immediate upon notification by the City.

## IV. TERM:

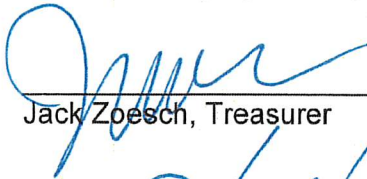
This MOU will remain in effect from the date of the last executing signature until June 30, 2023 and may only be amended in writing as agreed to by both parties. If the leadership of First City Football Club, Inc. changes such that either of its signatories to this MOU no longer hold the below-stated roles, a new MOU will be required, which must have the signature of the President and one other Director.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



\_\_\_\_\_  
Nathan Ford, President

Date: 3/6/2023



\_\_\_\_\_  
Jack Zoesch, Treasurer

Date: 3/6/2023

Approved for form legality:

**CITY OF PENSACOLA, FLORIDA**

\_\_\_\_\_  
Mayor, D.C. Reeves

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

Attest:

\_\_\_\_\_  
City Clerk, Ericka Burnett

Approved as to Substance:

\_\_\_\_\_  
Adrian Stills  
Parks and Recreation Director

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**First City Football Club, Inc. Practice Schedule**

**City of Pensacola Technology Park**

**March 31, 2023 – May 25, 2023**

<b><u>DATE</u></b>	<b><u>START TIME</u></b>	<b><u>FINISH TIME</u></b>
Monday, April 3	5:00 p.m.	7:00 p.m.
Thursday, April 6	5:00 p.m.	7:00 p.m.
Monday, April 10	5:00 p.m.	7:00 p.m.
Thursday, April 13	5:00 p.m.	7:00 p.m.
Monday, April 17	5:00 p.m.	7:00 p.m.
Thursday, April 20	5:00 p.m.	7:00 p.m.
Monday, April 24	5:00 p.m.	7:00 p.m.
Thursday, April 27	5:00 p.m.	7:00 p.m.
Monday, May 1	5:00 p.m.	7:00 p.m.
Thursday, May 4	5:00 p.m.	7:00 p.m.
Monday, May 8	5:00 p.m.	7:00 p.m.
Thursday, May 11	5:00 p.m.	7:00 p.m.
Monday, May 15	5:00 p.m.	7:00 p.m.
Thursday, May 18	5:00 p.m.	7:00 p.m.
Monday, May 22	5:00 p.m.	7:00 p.m.
Thursday, May 25	5:00 p.m.	7:00 p.m.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00248

City Council

3/23/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH BILL BOND SPORTS LEAGUE, INC., FOR THE USE OF ROGER SCOTT BASEBALL FIELD

**RECOMMENDATION:**

That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with Bill Bond Sports League, Inc., for the use of Roger Scott Baseball Field to establish the terms and responsibilities of both parties as to the use of the Roger Scott Baseball field for conducting a youth baseball program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

This request is to allow the Mayor to enter into a field use lease agreement with Youth Sports Organizations to conduct youth sports programs which will promote positive physical, mental, and social development of participating youths.

This Youth Sports Organization Field Use Lease Agreement with the City of Pensacola details the roles and responsibilities of both the City of Pensacola and the Youth Sports Organization. The Youth Sports Organization Field Use Lease Agreement shall be for a period of one (1) year with three (3) additional one (1) year terms. Youth Sports Organization agrees to pay the City of Pensacola \$10 per paying child per season. A roster of all youth participating in the program along with full payment no later than thirty (30) days after each season begins.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Financial impact unknown at this time. However, the Parks and Recreation Department will receive their portion of fees, to be collected after each season. Funds received will be accounted for in the Recreation Fund.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

3/14/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Deputy City Administrator  
Adrian Stills, Parks and Recreation Director  
Tonya Byrd, Assistant Parks and Recreation Director

**ATTACHMENTS:**

- 1) City of Pensacola Youth Sports Organization Field Use Lease Agreement - Bill Bond Sports League, Inc

**PRESENTATION:** No

**CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE  
AGREEMENT**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**THIS LEASE AGREEMENT** (the "Lease") is made and entered into to be effective as of, \_\_\_\_\_ 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, Florida 32502 (the "City" or "Lessor") and **Bill Bond Sports League, Inc.** (the "Lessee"), a Florida not-for-profit corporation whose mailing address is **P.O. Box 10869, Pensacola, Florida 32514.**

**1. STATEMENT OF PURPOSE**

Lessor owns certain real property in the City of Pensacola having a postal address of 2130 Summit Blvd Pensacola, FL 32504, known as Roger Scott Baseball Field Lessor and Lessee mutually agree for Lessee to utilize **Roger Scott Baseball Field** (as specified, the "Property") for conducting a youth baseball program (the "Program"), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other baseball fields designated in writing by Lessor.

**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 one (1) year commencing upon signature of last signing party. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

**4. RENEWAL**

Upon written request of the Lessee, this Lease may be extended annually for up to three (3) additional one (1) year terms. Lessee must notify the Lessor at least sixty (60) days prior to the expiration of the initial term if they wish to renew.

**5. TERMINATION FOR CONVENIENCE**

Either Lessor or Lessee may terminate its participation in this agreement by providing a minimum of one hundred eight (180) days written notice to the other party of its intent to terminate this Agreement.

**6. LEASE PAYMENTS**

Lessee agrees to pay the City of Pensacola \$10 per paying child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

**7. USE OF PREMISES**

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee.

Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

**CONCESSIONS:** Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must comply with all applicable ordinances and health regulations. Lessor is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

#### **8. CONDITIONS OF USE**

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.



- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

**9. 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.

**10. CONSTRUCTION AND TITLE TO IMPROVEMENTS**

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

**11. INSPECTION AND ACCESS TO PROPERTY**

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

**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 shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.
- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.

**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 the Property for its intended use, that Lessor has the right to enter into this Lease.

**15. USE IS NOT EXCLUSIVE**

Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.

**16. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR**

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

**17. INSURANCE REQUIRED**

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B 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 Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

**18. PUBLIC RECORDS**

The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

**19. 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.

**20. 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 default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. 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 provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

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.

**21. 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 Hall 222 West Main Street Pensacola, FL 32502

Lessee: **Bill Bond Sports League, Inc.**  
Attn: Stephen Clarke  
P.O. Box 10869, Pensacola, Florida 32514.  
850-637-4233  
**president@billbond.org**

**22. AMENDMENT**

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

**23. 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.

**24. 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.

**25. ENTIRE AGREEMENT**

This instrument constitutes the entire agreement between Lessor and Lessee.

**26. 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.

**27. GOVERNING LAW**

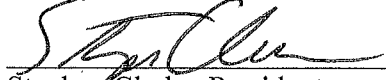
This Lease is subject to and shall be governed by the laws of the State of Florida.

**28. VENUE**

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

**Bill Bond Sports League, Inc.**

  
\_\_\_\_\_  
Stephen Clarke, President

STEPHEN CLARKE, PRESIDENT  
Printed Name and Title of above signature.

Date: 3/6/2023

**CITY OF PENSACOLA, FLORIDA**

\_\_\_\_\_  
D.C. Reeves, Mayor

\_\_\_\_\_  
Printed Name and Title of above signature.

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

Attest:

\_\_\_\_\_  
Ericka Burnett, City Clerk

Approved as to Substance:

\_\_\_\_\_  
Adrian Stills, Parks and Recreation Director

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by D.C. Reeves, 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 \_\_\_\_\_, 2022.  
NOTARY PUBLIC

\_\_\_\_\_  
Name

\_\_\_\_\_  
[Type or print Name]  
My Commission Expires:

### **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.**

**INSURANCE AND INDEMNIFICATION**  
**ATTACHMENT B**

**GENERAL**

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

**COVERAGE**

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.

**Worker's Compensation**

The Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as 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.

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

**Commercial General Liability Coverage**

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola 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 Contract. 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 for liability must be provided. If the required limits of liability afforded should become impaired by reason of any claim, then the Lessee agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

**Commercial General Liability** coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within the leased premise such as golf carts, scooters, or other motorized devices,



must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

### **CERTIFICATES OF INSURANCE**

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the Lessee shall furnish copies of the Lessee'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.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate 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 Contract until directed by the City in writing, to resume operations.

### **INSURANCE OF THE LESSEE PRIMARY**

The Lessee 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, 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 elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including,

but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

#### **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.

#### **GOVERNING LAW AND VENUE**

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00249

City Council

3/23/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH EAST PENSACOLA STUDENT ATHLETE PROGRAM, FOR THE USE OF BILL GREGORY

**RECOMMENDATION:**

That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with East Pensacola Student Athlete Program for the use of Bill Gregory to establish the terms and responsibilities of both parties as to the use of the Bill Gregory baseball field for conducting a youth baseball program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

This request is to allow the Mayor to enter into a field use lease agreement with Youth Sports Organizations to conduct youth sports programs which will promote positive physical, mental, and social development of participating youths.

This Youth Sports Organization Field Use Lease Agreement with the City of Pensacola details the roles and responsibilities of both the City of Pensacola and the Youth Sports Organization. The Youth Sports Organization Field Use Lease Agreement shall be for a period of one (1) year with three (3) additional one (1) year terms. Youth Sports Organization agrees to pay the City of Pensacola \$10 per paying child per season. A roster of all youth participating in the program along with full payment no later than thirty (30) days after each season begins.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Financial impact unknown at this time. However, the Parks and Recreation Department will receive their portion of fees, to be collected after each season. Funds received will be accounted for in the Recreation Fund.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

3/13/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Deputy City Administrator  
Adrian Stills, Parks and Recreation Director  
Tonya Byrd, Assistant Parks and Recreation Director

**ATTACHMENTS:**

- 1) City of Pensacola Youth Sports Organization Field Use Lease Agreement - East Pensacola Student Athlete Program

**PRESENTATION:** No

**CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE  
AGREEMENT**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**THIS LEASE AGREEMENT** (the "Lease") is made and entered into to be effective as of, \_\_\_\_\_ 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, Florida 32502 (the "City" or "Lessor") and **East Pensacola Student Athlete Program** (the "Lessee"), a Florida not-for-profit corporation whose mailing address is **1320 West Gregory Street, Pensacola, Florida 32502**.

**1. STATEMENT OF PURPOSE**

Lessor owns certain real property in the City of Pensacola having a postal address of 1301 West Gregory Street Pensacola, FL 32502, known as Bill Gregory Lessor and Lessee mutually agree for Lessee to utilize **Bill Gregory** (as specified, the "Property") for conducting a youth baseball program (the "Program"), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other baseball fields designated in writing by Lessor.

**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 one (1) year commencing upon signature of last signing party. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

**4. RENEWAL**

Upon written request of the Lessee, this Lease may be extended annually for up to three (3) additional one (1) year terms. Lessee must notify the Lessor at least sixty (60) days prior to the expiration of the initial term if they wish to renew.

**5. TERMINATION FOR CONVENIENCE**

Either Lessor or Lessee may terminate its participation in this agreement by providing a minimum of one hundred eighty (180) days written notice to the other party of its intent to terminate this Agreement.

**6. LEASE PAYMENTS**

Lessee agrees to pay the City of Pensacola \$10 per paying child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

**7. USE OF PREMISES**

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee.

Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

**CONCESSIONS:** Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must comply with all applicable ordinances and health regulations. Lessor is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

#### **8. CONDITIONS OF USE**

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.

- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

**9. 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.

**10. CONSTRUCTION AND TITLE TO IMPROVEMENTS**

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

**11. INSPECTION AND ACCESS TO PROPERTY**

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

**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 shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.
- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.

**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 the Property for its intended use, that Lessor has the right to enter into this Lease.

**15. USE IS NOT EXCLUSIVE**

Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.

**16. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR**

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

**17. INSURANCE REQUIRED**

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B 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 Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

**18. PUBLIC RECORDS**

The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

**19. 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.

**20. 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 default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. 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 provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

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.

**21. 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 Hall 222 West Main Street Pensacola, FL 32502

Lessee: **East Pensacola Student Athlete Program**  
Attn: Kendrick Johnson  
2400 Dr. Martin Luther King Jr. Drive, Pensacola, Florida 32503.  
850-512-9388  
**epsap@yahoo.com**

**22. AMENDMENT**

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

**23. 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.

**24. 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.

**25. ENTIRE AGREEMENT**

This instrument constitutes the entire agreement between Lessor and Lessee.

**26. 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.

**27. GOVERNING LAW**


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

**28. VENUE**

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

**East Pensacola Student Athlete Program**

  
Kendrick Johnson, President

Kendrick Johnson  
Printed Name and Title of above signature.

Date: 3-7-23





**CITY OF PENSACOLA, FLORIDA**

\_\_\_\_\_  
D.C. Reeves, Mayor

\_\_\_\_\_  
Printed Name and Title of above signature.

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

Attest:

\_\_\_\_\_  
Ericka Burnett, City Clerk

Approved as to Substance:

\_\_\_\_\_  
Adrian Stills, Parks and Recreation Director

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney

## **Attachment "A"**

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- 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.
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**INSURANCE AND INDEMNIFICATION**  
**ATTACHMENT B**

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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.

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The Lessee 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, 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 elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including,

but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

#### **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.

#### **GOVERNING LAW AND VENUE**

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00250

City Council

3/23/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH EAST PENSACOLA STUDENT ATHLETE PROGRAM, FOR THE USE OF MAGEE FIELD/JOHN ALLBRITTON FOOTBALL FIELD

**RECOMMENDATION:**

That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with East Pensacola Student Athlete Program, for the use of Magee Field/John Allbritton Football Field to establish the terms and responsibilities of both parties as to the use of Magee Field/John Allbritton Football Field for conducting a youth football program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

This request is to allow the Mayor to enter into a field use lease agreement with Youth Sports Organizations to conduct youth sports programs which will promote positive physical, mental, and social development of participating youths.

This Youth Sports Organization Field Use Lease Agreement with the City of Pensacola details the roles and responsibilities of both the City of Pensacola and the Youth Sports Organization. The Youth Sports Organization Field Use Lease Agreement shall be for a period of one (1) year with three (3) additional one (1) year terms. Youth Sports Organization agrees to pay the City of Pensacola \$10 per paying child per season. A roster of all youth participating in the program along with full payment no later than thirty (30) days after each season begins.

**PRIOR ACTION:**

None

**FUNDING:**



N/A

**FINANCIAL IMPACT:**

Financial impact unknown at this time. However, the Parks and Recreation Department will receive their portion of fees, to be collected after each season. Funds received will be accounted for in the Recreation Fund.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

3/13/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Deputy City Administrator  
Adrian Stills, Parks and Recreation Director  
Tonya Byrd, Assistant Parks and Recreation Director

**ATTACHMENTS:**

- 1) City of Pensacola Youth Sports Organization Field Use Lease Agreement - East Pensacola Student Athlete Program

**PRESENTATION:** No

**CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE  
AGREEMENT**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**THIS LEASE AGREEMENT** (the "Lease") is made and entered into to be effective as of, \_\_\_\_\_ 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, Florida 32502 (the "City" or "Lessor") and **East Pensacola Student Athlete Program** (the "Lessee"), a Florida not-for-profit corporation whose mailing address is **2400 Dr. Martin Luther King Jr. Drive, Pensacola, Florida 32503**.

**1. STATEMENT OF PURPOSE**

Lessor owns certain real property in the City of Pensacola having a postal address of 2400 Dr. Martin Luther King Jr. Drive Pensacola, FL 32503, known as Magee Field/John Allbritton Football Field. Lessor and Lessee mutually agree for Lessee to utilize **Magee Field/John Allbritton Football Field** (as specified, the "Property") for conducting a youth football program (the "Program"), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other baseball fields designated in writing by Lessor.

**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 one (1) year commencing upon signature of last signing party. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

**4. RENEWAL**

Upon written request of the Lessee, this Lease may be extended annually for up to three (3) additional one (1) year terms. Lessee must notify the Lessor at least sixty (60) days prior to the expiration of the initial term if they wish to renew.

**5. TERMINATION FOR CONVENIENCE**

Either Lessor or Lessee may terminate its participation in this agreement by providing a minimum of one hundred eighty (180) days written notice to the other party of its intent to terminate this Agreement.

**6. LEASE PAYMENTS**

Lessee agrees to pay the City of Pensacola \$10 per paying child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

**7. USE OF PREMISES**

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee. Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

**CONCESSIONS:** Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must comply with all applicable ordinances and health regulations. Lessor is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

#### **8. CONDITIONS OF USE**

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.

- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.
- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

**9. 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.

**10. CONSTRUCTION AND TITLE TO IMPROVEMENTS**

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

**11. INSPECTION AND ACCESS TO PROPERTY**

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

**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 shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.
- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.

**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 the Property for its intended use, that Lessor has the right to enter into this Lease.

**15. USE IS NOT EXCLUSIVE**

Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.

**16. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR**

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

**17. INSURANCE REQUIRED**

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B 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 Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

**18. PUBLIC RECORDS**

The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

**19. 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.

**20. 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 default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. 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 provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

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.

**21. 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 Hall 222 West Main Street Pensacola, FL 32502

Lessee: **East Pensacola Student Athlete Program**  
Attn: Kendrick Johnson  
2400 Dr. Martin Luther King Jr. Drive, Pensacola, Florida 32503.  
850-512-9388  
**epsap@yahoo.com**

**22. AMENDMENT**

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

**23. 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.

**24. 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.

**25. ENTIRE AGREEMENT**

This instrument constitutes the entire agreement between Lessor and Lessee.

**26. 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.

**27. GOVERNING LAW**

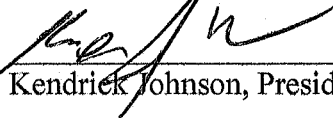
This Lease is subject to and shall be governed by the laws of the State of Florida.

**28. VENUE**

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

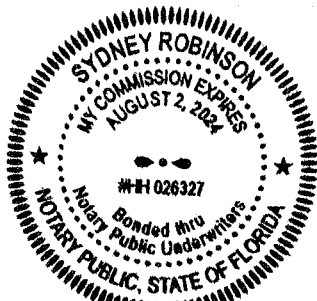
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

East Pensacola Student Athlete Program

  
Kendrick Johnson, President

Kendrick Johnson  
Printed Name and Title of above signature.

Date: 3-7-23





CITY OF PENSACOLA, FLORIDA

\_\_\_\_\_  
D.C. Reeves, Mayor

\_\_\_\_\_  
Printed Name and Title of above signature.

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

Attest:

\_\_\_\_\_  
Ericka Burnett, City Clerk

Approved as to Substance:

\_\_\_\_\_  
Adrian Stills, Parks and Recreation Director

Legal in form and valid as drawn:

\_\_\_\_\_  
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](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**

## INSURANCE AND INDEMNIFICATION ATTACHMENT B

### GENERAL

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

### COVERAGE

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.

#### Worker's Compensation

The Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as 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.

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

#### Commercial General Liability Coverage

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola 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 Contract. 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 for liability must be provided. If the required limits of liability afforded should become impaired by reason of any claim, then the Lessee agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

**Commercial General Liability** coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within the leased premise such as golf carts, scooters, or other motorized devices,

must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

### **CERTIFICATES OF INSURANCE**

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the Lessee shall furnish copies of the Lessee'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.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate 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 Contract until directed by the City in writing, to resume operations.

### **INSURANCE OF THE LESSEE PRIMARY**

The Lessee 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, 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 elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including,

but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

#### **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.

#### **GOVERNING LAW AND VENUE**

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00252

City Council

3/23/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH NORTHEAST PENSACOLA WILDCATS FOOTBALL, INC., FOR THE USE OF ROGER SCOTT ATHLETIC COMPLEX MULTIPURPOSE FIELD

**RECOMMENDATION:**

That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with Northeast Pensacola Wildcats Football, Inc., for the use of Roger Scott Athletic Complex Multipurpose Field to establish the terms and responsibilities of both parties as to the use of the Roger Scott Athletic Complex Multipurpose Field for conducting a youth football program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

This request is to allow the Mayor to enter into a field use lease agreement with Youth Sports Organizations to conduct youth sports programs which will promote positive physical, mental, and social development of participating youths.

This Youth Sports Organization Field Use Lease Agreement with the City of Pensacola details the roles and responsibilities of both the City of Pensacola and the Youth Sports Organization. The Youth Sports Organization Field Use Lease Agreement shall be for a period of one (1) year with three (3) additional one (1) year terms. Youth Sports Organization agrees to pay the City of Pensacola \$10 per paying child per season. A roster of all youth participating in the program along with full payment no later than thirty (30) days after each season begins.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Financial impact unknown at this time. However, the Parks and Recreation Department will receive their portion of fees, to be collected after each season. Funds received will be accounted for in the Recreation Fund.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

3/13/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Deputy City Administrator  
Adrian Stills, Parks and Recreation Director  
Tonya Byrd, Assistant Parks and Recreation Director

**ATTACHMENTS:**

- 1) City of Pensacola Youth Sports Organization Field Use Lease Agreement - Northeast  
Pensacola Wildcats Football

**PRESENTATION:** No

**CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE  
AGREEMENT**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**THIS LEASE AGREEMENT** (the "Lease") is made and entered into to be effective as of, \_\_\_\_\_ 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, Florida 32502 (the "City" or "Lessor") and **Northeast Pensacola Wildcats Football, Inc.** (the "Lessee"), a Florida not-for-profit corporation whose mailing address is **P.O. Box 10414, Pensacola, Florida, 32524.**

**1. STATEMENT OF PURPOSE**

Lessor owns certain real property in the City of Pensacola having a postal address of 2130 Summit Blvd Pensacola, FL 32504, known as Roger Scott Athletic Complex Multipurpose Field Lessor and Lessee mutually agree for Lessee to utilize **Roger Scott Athletic Complex Multipurpose Field**(as specified, the "Property") for conducting a youth football program (the "Program"), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other baseball fields designated in writing by Lessor.

**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 one (1) year commencing upon signature of last signing party. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

**4. RENEWAL**

Upon written request of the Lessee, this Lease may be extended annually for up to three (3) additional one (1) year terms. Lessee must notify the Lessor at least sixty (60) days prior to the expiration of the initial term if they wish to renew.

**5. TERMINATION FOR CONVENIENCE**

Either Lessor or Lessee may terminate its participation in this agreement by providing a minimum of one hundred eighty (180) days written notice to the other party of its intent to terminate this Agreement.

**6. LEASE PAYMENTS**

Lessee agrees to pay the City of Pensacola \$10 per paying child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

**7. USE OF PREMISES**

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee. Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

**CONCESSIONS:** Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must comply with all applicable ordinances and health regulations. Lessor is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

**8. CONDITIONS OF USE**

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.



- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.
- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

**9. 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.

**10. CONSTRUCTION AND TITLE TO IMPROVEMENTS**

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

**11. INSPECTION AND ACCESS TO PROPERTY**

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

**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 shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.

- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
  - d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.
- 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 the Property for its intended use, that Lessor has the right to enter into this Lease.
- 15. USE IS NOT EXCLUSIVE**  
Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.
- 16. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR**  
Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.
- 17. INSURANCE REQUIRED**  
Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B 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 Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.
- 18. PUBLIC RECORDS**  
The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".
- 19. 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.

**20. 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 default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. 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 provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

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.

**21. 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 Hall 222 West Main Street Pensacola, FL 32502

Lessee:           **Northeast Pensacola Wildcats Football, Inc.**  
                      Attn: Anthony Porterfield  
                      P.O. Box 10414, Pensacola, Florida, 32524.  
                      850-554-3462  
                      **ant13q@yahoo.com**

**22. AMENDMENT**

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

**23. 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.

**24. 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.

**25. ENTIRE AGREEMENT**

This instrument constitutes the entire agreement between Lessor and Lessee.

**26. 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.

**27. GOVERNING LAW**

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

**28. VENUE**

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

Northeast Pensacola Wildcats Football,  
Inc.

  
\_\_\_\_\_  
Anthony Porterfield, President

Anthony Porterfield - President  
Printed Name and Title of above signature.

Date: 3/7/2023





CITY OF PENSACOLA, FLORIDA

\_\_\_\_\_  
D.C. Reeves, Mayor

\_\_\_\_\_  
Printed Name and Title of above signature.

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

Attest:

\_\_\_\_\_  
Ericka Burnett, City Clerk

Approved as to Substance:

\_\_\_\_\_  
Adrian Stills, Parks and Recreation Director

Legal in form and valid as drawn:

\_\_\_\_\_  
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, [PUBLCRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLCRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**

## **INSURANCE AND INDEMNIFICATION**

### **ATTACHMENT B**

#### **GENERAL**

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

#### **COVERAGE**

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.

##### **Worker's Compensation**

The Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as 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.

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

##### **Commercial General Liability Coverage**

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola 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 Contract. 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 for liability must be provided. If the required limits of liability afforded should become impaired by reason of any claim, then the Lessee agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

**Commercial General Liability** coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within the leased premise such as golf carts, scooters, or other motorized devices,

must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

### **CERTIFICATES OF INSURANCE**

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the Lessee shall furnish copies of the Lessee'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.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate 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 Contract until directed by the City in writing, to resume operations.

### **INSURANCE OF THE LESSEE PRIMARY**

The Lessee 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, 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 elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including,



but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

#### **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.

#### **GOVERNING LAW AND VENUE**

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00266

City Council

3/23/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

APPROVAL TO REALLOCATE LOST IV FUNDING FOR THE ALABAMA SQUARE PARK

**RECOMMENDATION:**

That City Council approve the reallocation of funds from LOST IV - Long Hollow Park to LOST IV - Alabama Square Park

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The purpose of the reallocation is for the rehabilitation of the gazebo due to structural deterioration that exceeds minor repairs. As well as, the refurbishment of the small playground area by replacing sand with new engineered wood fiber as a playground surface, removal of the existing sidewalk dividing the two (2) play structures and install new play components in the small playground area.

In 2021, LOST IV Funds were transferred from Alabama Square Park to Long Hollow Square Park for the installation of a new playground structure and ADA compliant playground surface which was completed in 2022 using the transferred funds.

In 2023 FY budget, Long Hollow Square Park received LOST IV funds in the amount of \$50,000 which we are requesting approval to reallocate the LOST IV funds to Alabama Square Park to complete the rehabilitation of the gazebo.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$50,000 LOST IV Long Hollow Square Park

Actual: \$10,000 LOST IV Alabama Square Park - Gazebo  
40,000 LOST IV Alabama Square Park - Small Playground Area  
\$50,000

**FINANCIAL IMPACT:**

Funding is available within the LOST IV fund in the Fiscal Year 2023 Parks and Recreation Budget.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

3/14/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Deputy City Administrator  
Adrian Stills, Parks and Recreation Director  
Tonya Byrd, Assistant Parks and Recreation Director

**ATTACHMENTS:**

- 1) Alabama Square Aerial

**PRESENTATION:** No

# Alabama Square

W GONZALEZ ST

N REUS ST

N REUS ST

N REUS ST

W DESOTO ST

N REUS ST

PENSACOLA

Date: 6/26/2015

0 20 40 Feet



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

Document Path: L:\GIS\Map\_Archives\Parks\AllParks\_forfolders\AlabamaSquare\_forfolders.mxd



Park maintenance area - 1.6 acres



Park parcels - 1.3 acres



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2023-017

City Council

3/23/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

RESOLUTION NO. 2023-017 - FLORIDA DEPARTMENT OF TRANSPORTATION GRANT (FDOT) #435717-8 - CHANGING PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FROM CONSTRUCT NEW PARALLEL TAXIWAY TO RUNWAY 8/26 REHABILITATION - CONSTRUCTION

**RECOMMENDATION:**

That City Council adopt Resolution No. 2023-017.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #435717-8; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Pensacola International Airport requests grant funding from Florida Department of Transportation (FDOT) as part of the 5 Year Work Program. A description of projects and probable costs are submitted annually for the 5-year plan. FDOT allots funding as their budget allows.

FDOT allotted funds to assist with the construction of a new parallel taxiway. Since the original request, Airport project priorities have changed. The Airport would like to redirect these funds and additional available funding to construction efforts required for Runway 8/26 rehabilitation. For FDOT to issue the grant for the revised project name and its associated costs, a Name and Funding Change Resolution is needed.

Should this grant be approved by FDOT, a separate item will be brought before City Council to accept the grant award.

**PRIOR ACTION:**

N/A

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

3/10/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Deputy City Administrator  
Matthew F. Coughlin, Airport Director

**ATTACHMENTS:**

- 1) Resolution No. 2023-017

**PRESENTATION:** No

RESOLUTION  
NO. 2023-017

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #435717-8; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola uses the airport management as a tool for scheduling and planning projects at the Pensacola International Airport (the "Airport"); and

WHEREAS, The Florida Department of Transportation ("FDOT") has allotted grant funds for the Airport to be received in State fiscal year 2024 for specifically named projects; and

WHEREAS, the Airport originally applied from FDOT for a project titled "Construct New Parallel Taxiway"; and

WHEREAS, the Airport thereafter determined that the grant funds would be better utilized for a more critical project titled "Runway 8/26 Rehabilitation – Construction"; and

WHEREAS, the FDOT is amenable to changing the project description for project #435717-8 to the "Runway 8/26 Rehabilitation – Construction" project;

WHEREAS, the FDOT is amenable to reallocating \$100,000 from FDOT Project #435717-9 to FDOT Project #435717-8; and

WHEREAS, due to that change in Airport priorities and prior to issuance of the grant agreement, the name of the project for receipt of the FDOT grant must be changed from "Construct New Parallel Taxiway" to "Runway 8/26 Rehabilitation – Construction";

WHEREAS, due to that change in Airport priorities and prior to issuance of the grant agreement, funding for the project for receipt of the FDOT grant must be changed from \$500,000 to \$600,000; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall submit the project scope and deliverables for the Public Transportation Grant Agreement.

SECTION 2. The Mayor is hereby authorized to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03 (d) of the City Charter of the City of Pensacola.

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

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

Attest:

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





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2023-018

City Council

3/23/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

RESOLUTION NO. 2023-018 - FLORIDA DEPARTMENT OF TRANSPORTATION GRANT (FDOT) #435717-9 - CHANGING PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FROM CONSTRUCT TAXIWAY D UPGRADE TO TAXIWAY C2 UPGRADE - NEPA/DESIGN

**RECOMMENDATION:**

That City Council adopt Resolution No. 2023-018.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #435717-9; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Pensacola International Airport requests grant funding from Florida Department of Transportation (FDOT) as part of the 5 Year Work Program. A description of projects and probable costs are submitted annually for the 5-year plan. FDOT allots funding as their budget allows.

FDOT allotted funds to assist with an upgrade to Taxiway D. Since the original request, Airport project priorities have changed. The Airport would like to redirect these funds for National Environmental Policy Act (NEPA) requirements and design efforts required for an upgrade to Taxiway C2. For FDOT to issue the grant for the revised project name and its associated costs, a Name and Funding Change Resolution is needed.

Should this grant be approved by FDOT, a separate item will be brought before City Council to accept the grant award.

**PRIOR ACTION:**

N/A

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

NONE

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

3/10/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Deputy City Administrator  
Matthew F. Coughlin, Airport Director

**ATTACHMENTS:**

- 1) Resolution No. 2023-018

**PRESENTATION:** No

RESOLUTION  
NO. 2023-018

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #435717-9; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola uses the airport management as a tool for scheduling and planning projects at the Pensacola International Airport (the "Airport"); and

WHEREAS, The Florida Department of Transportation ("FDOT") has allotted grant funds for the Airport to be received in State fiscal year 2024 for specifically named projects; and

WHEREAS, the Airport originally applied from FDOT for a project titled "Construct Taxiway D Upgrade"; and

WHEREAS, the Airport thereafter determined that the grant funds would be better utilized for a more critical project titled "Taxiway C2 Upgrade - NEPA/Design"; and

WHEREAS, the FDOT is amenable to changing the project description for project #435717-9 to the "Taxiway C2 Upgrade - NEPA/Design" project;

WHEREAS, the FDOT is amenable to reallocating \$100,000 from FDOT Project #435717-9 to FDOT Project #435717-8; and

WHEREAS, due to that change in Airport priorities and prior to issuance of the grant agreement, the name of the project for receipt of the FDOT grant must be changed from "Construct Taxiway D Upgrade" to "Taxiway C2 Upgrade - NEPA/Design";

WHEREAS, due to that change in Airport priorities and prior to issuance of the grant agreement, funding for the project for receipt of the FDOT grant must be changed from \$150,000 to \$50,000; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall submit the project scope and deliverables for the Public Transportation Grant Agreement.

SECTION 2. The Mayor is hereby authorized to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03 (d) of the City Charter of the City of Pensacola.

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

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

Attest:

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 2023-019

City Council

3/23/2023

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

RESOLUTION NO. 2023-019 - FLORIDA DEPARTMENT OF TRANSPORTATION GRANT (FDOT) #446645-1 - CHANGING PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FROM RUNWAY 35 MALSR INSTALLATION TO TAXIWAY A7 RECONFIGURATION AND TAXIWAY A/B INTERSECTION CONSTRUCTION

**RECOMMENDATION:**

That City Council adopt Resolution No. 2023-019.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #446645-1; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Pensacola International Airport requests grant funding from Florida Department of Transportation (FDOT) as part of the 5 Year Work Program. A description of projects and probable costs are submitted annually for the 5-year plan. FDOT allots funding as their budget allows.

FDOT allotted funds to assist with the Runway 35 MALSR installation. Since the original request, Airport project priorities have changed. The Airport would like to redirect these funds to construction efforts required for Taxiway A7 reconfiguration and Taxiway A/B intersection. For FDOT to issue the grant for the revised project name and its associated costs, a Name and Funding Change Resolution is needed.

Should this grant be approved by FDOT, a separate item will be brought before City Council to accept the grant award.

**PRIOR ACTION:**

N/A

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

NONE

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

3/10/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Deputy City Administrator  
Matthew F. Coughlin, Airport Director

**ATTACHMENTS:**

- 1) Resolution No. 2023-019

**PRESENTATION:** No

RESOLUTION  
NO. 2023-019

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #446645-1; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola uses the airport management as a tool for scheduling and planning projects at the Pensacola International Airport (the "Airport"); and

WHEREAS, The Florida Department of Transportation ("FDOT") has allotted grant funds for the Airport to be received in State fiscal year 2025 for specifically named projects; and

WHEREAS, the Airport originally applied from FDOT for a project titled "Runway 35 MALSR Installation"; and

WHEREAS, the Airport thereafter determined that the grant funds would be better utilized for a more critical project titled "Taxiway A7 Reconfiguration and Taxiway A/B Intersection Construction"; and

WHEREAS, the FDOT is amenable to changing the project description for project #446645-1 to the "Taxiway A7 Reconfiguration and Taxiway A/B Intersection Construction" project;

WHEREAS, the FDOT is amenable to reallocating \$875,000 from FDOT Project #446645-1 to FDOT Project #446650-1; and

WHEREAS, due to that change in Airport priorities and prior to issuance of the grant agreement, the name of the project for receipt of the FDOT grant must be changed from "Runway 35 MALSR Installation" to "Taxiway A7 Reconfiguration and Taxiway A/B Intersection Construction";

WHEREAS, due to that change in Airport priorities and prior to issuance of the grant agreement, funding for the project for receipt of the FDOT grant must be changed from 1,325,000 to \$450,000; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall submit the project scope and deliverables for the Public Transportation Grant Agreement.

SECTION 2. The Mayor is hereby authorized to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03 (d) of the City Charter of the City of Pensacola.

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

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

Attest:

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





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 2023-020

City Council

3/23/2023

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

RESOLUTION NO. 2023-020 - FLORIDA DEPARTMENT OF TRANSPORTATION GRANT (FDOT) #446650-1- CHANGING PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FROM RUNWAY 26 MALSR INSTALLATION TO REMOTE PARKING LOT - CONSTRUCTION

**RECOMMENDATION:**

That City Council adopt Resolution No. 2023-020.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #446650-1; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Pensacola International Airport requests grant funding from Florida Department of Transportation (FDOT) as part of the 5 Year Work Program. A description of projects and probable costs are submitted annually for the 5-year plan. FDOT allots funding as their budget allows.

FDOT allotted funds to assist with the Runway 26 MALSR installation. Since the original request, Airport project priorities have changed. The Airport would like to redirect these funds and additional available funding to construction efforts required for the remote parking lot. For FDOT to issue the grant for the revised project name and its associated costs, a Name and Funding Change Resolution is needed.

Should this grant be approved by FDOT, a separate item will be brought before City Council to accept the grant award.

**PRIOR ACTION:**

N/A

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

NONE

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

3/10/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Deputy City Administrator  
Matthew F. Coughlin, Airport Director

**ATTACHMENTS:**

- 1) Resolution No. 2023-020

**PRESENTATION:** No

RESOLUTION  
NO. 2023-020

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #446650-1; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola uses the airport management as a tool for scheduling and planning projects at the Pensacola International Airport (the "Airport"); and

WHEREAS, The Florida Department of Transportation ("FDOT") has allotted grant funds for the Airport to be received in State fiscal year 2025 for specifically named projects; and

WHEREAS, the Airport originally applied from FDOT for a project titled "Runway 26 MALSR Installation"; and

WHEREAS, the Airport thereafter determined that the grant funds would be better utilized for a more critical project titled "Remote Parking Lot - Construction"; and

WHEREAS, the FDOT is amenable to changing the project description for project #446650-1 to the "Remote Parking Lot - Construction" project;

WHEREAS, the FDOT is amenable to reallocating \$875,000 from FDOT Project #446645-1 to FDOT Project #446650-1; and

WHEREAS, due to that change in Airport priorities and prior to issuance of the grant agreement, the name of the project for receipt of the FDOT grant must be changed from "Runway 26 MALSR Installation" to "Remote Parking Lot - Construction";

WHEREAS, due to that change in Airport priorities and prior to issuance of the grant agreement, funding for the project for receipt of the FDOT grant must be changed from \$1,325,000 to \$2,200,000; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall submit the project scope and deliverables for the Public Transportation Grant Agreement.

SECTION 2. The Mayor is hereby authorized to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03 (d) of the City Charter of the City of Pensacola.

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

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

Attest:

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 2023-013

City Council

3/23/2023

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-013 - AUTHORIZING THE ADVANCEMENT OF FUNDS FOR THE BAYLEN STREET MARINA SEAWALL REFURBISHMENT PROJECT

**RECOMMENDATION:**

That City Council adopt the Supplemental Budget Resolution No. 2023-013:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The intent of this request is that City Council adopt a supplemental budget resolution advancing funding from FY 2024 LOST IV funds to FY 2023 from the Baylen Street Marina Seawall Refurbishment project, not to exceed \$180,805.00. The advanced funding will pay for engineering design, construction plan development, and permitting services for new public boat slips, a kayak launch, and replacement of the seawalls that comprise the Baylen and Palafox Streets' bulkheads. These seawalls and breakwater are City maintained assets which require oversight to protect public and private infrastructure along the City's waterfront. The desire to incorporate boat slips and a kayak launch into the existing infrastructure in efforts to continue the City's attempt of becoming a Florida Paddling Trails Blueway Community coupled with the urgent need to address the issues with the city-maintained seawalls is the reasoning for advancement of the Baylen Street Marina Seawall Refurbishment funds.

**PRIOR ACTION:**

September 29, 2022 - City Council approved advancement of funds from the Baylen Street Marina Seawall Refurbishment project to pay for the dive inspection and report of finding. This dive inspection qualified and quantified the seawalls' condition and provided suggested remedial action. These services expended \$77,260.00 from the Baylen Street Marina Seawall Refurbishment project. The results of the inspection of these assets have shown that most of the seawalls inspected need replacement. See attached inspection report.

Council previously allocated \$127,000 of American Rescue Plan Act funds to pay for engineering design, construction plan development, and permitting services for new public boat slips and a kayak launch at Baylen Slip.

**FUNDING:**

Budget:	\$ 180,805.00	Baylen Marina Seawall Refurbishment Project
	<u>\$ 127,000.00</u>	American Rescue Plan Act
	\$ 307,805.00	
Actual:	\$295,805.00	Professional Consulting Services
	<u>\$ 12,000.00</u>	Professional Management Services (City Staff)
Total:	\$307,805.00	

**FINANCIAL IMPACT:**

A programmed balance in the amount of \$672,740 is currently shown in the LOST IV Baylen Street Marina Seawall Refurbishment project in FY 2024. Upon City Council approval \$180,805.00 will be advanced to the current fiscal year specifically for this project within the Baylen Street Marina Seawall Refurbishment project. The remainder of this contract will be paid for with the \$127,000 in the American Rescue Plan Act fund.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

2/23/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator  
Amy Tootle, Director of Public Works & Facilities

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2023-013
- 2) Supplemental Budget Explanation No. 2023-013
- 3) Service Authorization No. 002-2023 APTIM Port Services, LLC contingent on Council Approval
- 4) Dive Inspection Report - Baylen & Palafox Seawalls

**PRESENTATION:** No

**RESOLUTION  
NO. 2023-013**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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. LOCAL OPTION SALES TAX FUND**

To:	Fund Balance	180,805
As Reads	Capital Outlay	21,442,005
Amended		
To Read:	Capital Outlay	21,622,810

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

MARCH 2023 - ADVANCE OF LOST IV PROJECT FUNDS - BAYLEN ST MARINA SEAWALL - RES NO. 2023-013

FUND	AMOUNT	DESCRIPTION
<b>LOCAL OPTION SALES TAX FUND</b>		
Fund Balance	<u>180,805</u>	Increase appropriated Fund Balance - Baylen St Marina Seawall
Total Fund Balance	<u><u>180,805</u></u>	
Appropriations		
Capital Outlay	<u>180,805</u>	Increase appropriation for Capital Outlay - Baylen St Marina Seawall
Total Appropriations	<u><u>180,805</u></u>	



## SERVICE AUTHORIZATION (SA)

Date of This SA: 24 February 2023

Service Authorization No. 002-2023

Job No.: 01

This Service Authorization, when executed, shall be incorporated in and shall become an integral part of the original Master Agreement dated March 2, 2016 between CITY OF PENSACOLA (CITY) and Aptim Port Services, LLC).

**I. Project Description:**

Baylen Slip Bulkhead Replacement

**II. Scope of Services:**

Detailed engineering and bid support as outlined in Aptim February 16, 2023 letter to the City of Pensacola.

**Items to be furnished by CITY at No Expense to the CONSULTANT:**

Furnish at no cost to CONSULTANT, title search and abstract of property, all permit application and Governmental inspection fees; data prepared by or services required of others, such as subsurface explorations, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; all surveying information including, but not limited to, property, boundary, easement, right-of-way, permanent reference monuments, permanent control points and other special data, all of which the CONSULTANT will rely upon in performing services. It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by CONSULTANT without independent verification of the same unless CONSULTANT has reason to believe that verification is prudent.

**III. Time of Performance:**

Items 1 through 3 of the Scope of Services will be completed within 264 calendar days after receipt of Notice to Proceed except for delays beyond the reasonable control of the CONSULTANT.

<u>SCOPE ITEM</u>	<u>CALENDAR DAYS TO COMPLETE</u>
1) Detailed Design Phase I	144 Calendar Days
2) Detailed Design Phase II	78 Calendar Days
3) Bid Period Phase I	42 Calendar Days

The above noted times of performance are not, however, a warranty or guarantee that the noted services will be completed within such time frame.

**V. Fees To Be Paid:**

For Items 1 - 3 of the Scope of Services the CONSULTANT shall be paid a lump sum fee of \$ 295,805

For the Scope of Services the CONSULTANT shall be paid the following Lump Sum Fees:

<u>SCOPE ITEM</u>	<u>LUMP SUM FEE</u>
Task 1 Detailed Design Phase I	\$ 161,740
Task 2 Detailed Design Phase II	\$ 118,265
Task 3 Bid Period Phase I	\$ 15,800
<b>Total Lump Sum Fee</b>	<b>\$ 295,805</b>

**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.

**Contingencies:**

The parties executing this service agreement and/or contract understand and acknowledge that the final approval of this contract is contingent upon City Council's approval of funding described in Legislative Action Item #23-00153 and Supplemental Budget Resolution #2023-013. Both of these items are to be heard at the March 9, 2023 City Council meeting.

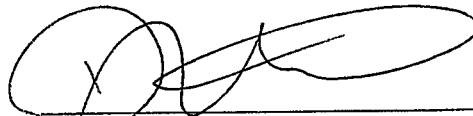
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in triplicate and sealed the day and year first above written.

**CONSULTANT**

**CITY OF PENSACOLA, FLORIDA**

Aptim Port Services, LLC

(Consultant's Name)

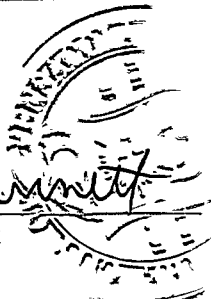
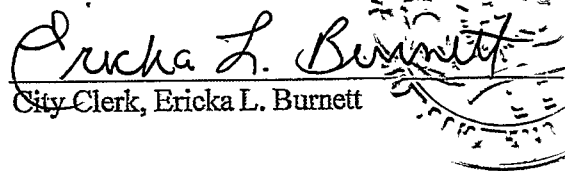


Mayor, D.C. Reeves

By: 

Member

Stan Gottlieb  
(Printed Member's Name)



City Clerk, Ericka L. Burnett

Approved As To Substance:

By: 


Member

David Wallace  
(Printed Member's Name)



Department Director/Division Head

Legal in form and valid as drawn:

 for Assistant City Attorney

City Attorney

(SEAL)



APTIM Port Services, LLC  
3600 Springhill Business Park, Ste. 200  
Mobile, Alabama 36608  
Tel: +1 251 344 1913  
Fax: +1 251 342 3229

February 16, 2023

City of Pensacola  
222 W. Main Street  
Pensacola, FL 32502

Attention: Mr. Brad Hinote, P.E.

Subject: Detailed Engineering and Construction Management for Baylen Slip Bulkhead Replacement

Gentlemen:

In reference to the subject topic, Aptim Port Services, LLC (APTIM) proposes to perform all required professional services for the Replacement of the Baylen Slip Bulkhead as discussed during our meeting of January 18, 2023 and follow up correspondence. Inclusive in these services will be the required demolition work, detailed design of the new system, and bidding support services. Work for each of these services will consist of the following:

I) Detailed Design of the Replacement System:

Engineering Drawings and Specifications will be developed for the Replacement Bulkhead System. Inclusive in this work will be the required demolition work, detailed design of the new bulkhead system (currently envisioned to be a cantilevered system) and associated items inclusive of a new cap system that extends below the waterline, kayak launch and ADA compliant access from Baylen Street and fixed boat slips inclusive of shore power and water service. It was discussed that the new wall would maintain a consistent top of cap elevation of approximately (+)7.0 ft. and that the existing area at the head of the slip (Baylen Promenade) would receive fill material and finish grade flush with the surrounding ground elevation. The project will be separated into 2 phases as per the attached marked up aerial as per discussions with the City of Pensacola. In regards to Phase 2, the design only deals with the wall itself. We did not include any time associated with the commercial marina or other vessel related moorings thinking that the city would coordinate with the proper entities once the design is complete for whatever is required on that end for removal and relocation for the new wall. We have also allotted funds for new topographic and hydrographic surveys of the area as well as allotting time to interface with the Corps of Engineers and FDEP on permit requirements.

II) Bidding Support Services:

APTIM will assist the City of Pensacola in administering the bidding process for this project. We will provide support during the bidding process including the following:

- Distribution of Plans and Specifications to the Contractors

- Attend Pre-Bid Conference and Site Visit
- Provide technical support for answering Requests for Information (RFI) from the Contractors
- Provide technical support for issuing addendums, if necessary
- Evaluation of the Bids received
- Recommendation regarding the most responsive Bidder

The Total Project Estimated Not-to-Exceed Lump Sum Fee for the work as stated above is \$295,805 and is broken up as follows:

1) Detailed Design Phase I -	\$161,740
2) Detailed Design Phase II -	\$118,265
3) Bid Period Phase I -	\$ 15,800

The work will be performed in accordance with terms and conditions provided by the City of Pensacola and previously agreed to with the Port.

We appreciate this opportunity to offer our services to you and look forward to working with you on this project. Please advise if you have any questions or require any additional information at this time.

Respectfully,



R.S. Gottlieb

## Baylen Slip Bulkhead Replacement





JOE DEREUIL ASSOCIATES, LLC  
STRUCTURAL ENGINEERS

## LIMITED STRUCTURAL ASSESSMENT

Of

Baylen Slip Steel Sheet Pile Walls &  
Concrete Breakwater at Mouth of Marina  
Steel Sheetpile Walls along West side of Palafox to Jaco's

### Prepared For:

The City of Pensacola  
c/o: Baskerville Donovan  
Mike Langston, PE  
Pensacola, FL

### Prepared By:

Joseph L. McMath, III, S.I., P.E.  
JOE DEREUIL ASSOCIATES, LLC  
Pensacola, FL

December 2022



JDA Job No. 22156  
FL CA No. 9515

LIMITED STRUCTURAL ASSESSMENT of:  
Baylen Slip Steel Sheet Pile Sea Walls & Concrete Breakwater Walls  
Pensacola, Florida

<b>1.0 Executive Summary.....</b>	<b>p. 3</b>
<b>2.0 Inspection Area &amp; Figure 1 +Discussion .....</b>	<b>p. 5/6</b>
<b>3.0 Ultra-sonic Thickness Test Results + Visual Observation .....</b>	<b>p. 7</b>
<b>4.0 General Recommendations .....</b>	<b>p. 8</b>
<b>5.0 Closing .....</b>	<b>p. 9</b>
 <b>EXHIBITS</b>	
Exhibit A – Photos .....	p. 10
Exhibit B – Ultrasonic & Visual Test Data .....	p. 27
Exhibit C – Disclaimers .....	p. 37



## 1.0 Executive Summary

The purpose of this limited assessment project was to visually & ultrasonically inspect the seawall side of the Baylen Slip walls. Refer to Figure 1 for an aerial view of the walls we inspected. Our visual inspection was conducted both above and below the water line at varying intervals. Ultrasonic testing was conducted to determine steel sheet pile thickness. Additionally, the Palafox Breakwater was also visually inspected above and below the waterline. The summary of the inspection results for each wall type is presented below along with general recommendations.

### STEEL SHEET PILE WALLS

Where the concrete caps extend below the waterline, the steel sheet pile walls are in good condition, but in locations where the caps are above the waterline they are in poor condition. Where the caps are above the waterline, the walls are heavily corroded with small holes occurring near the waterline. While both ultrasonic and visual assessments below the waterline indicate that the steel sheet pile walls are in good condition, the condition of the exposed steel sheets at/near the waterline is poor. The poor rating was chosen due to heavy corrosion which has resulted in holes in the sheets. In addition, the some of the concrete caps show signs of corroded reinforcing as evidenced by spalling concrete.

Approximately 30% of the steel sheet pile walls viewed appear to be in good condition and the remaining 70% are in poor condition. The cumulative length of the steel sheet pile walls having concrete caps which extend below the waterline (in apparent good condition) is approximately 550-ft, while the length of the remaining walls (in poor condition) is 1,340-ft.

Without unearthing the landward side of the steel sheet pile walls, it is impossible to report on the condition of the whalers, tie-back rods and/or deadman anchors/wall. However, we speculate that the portions of those systems in the oxidation zone are severely corroded.

We did not receive a set of original construction documents for these walls but loosely estimate them to be 40+ years old.

**The steel sheet pile walls in poor condition should be replaced asap.** Replacement steel sheet pile walls could be installed within close proximity of the seaward side of the existing walls, thus abandoning the existing wall in-place. A cantilevered wall system (exclusive of ties/whaler/deadmen) should be considered for the replacement wall. The new concrete cap could be tied to the existing cap. Protective coatings and passive cathodic protection should be incorporated into the new wall design. Geotechnical exploration and structural analysis will be required to design new (replacement) walls.

#### CONCRETE PILE BREAK-WATER WALLS

The concrete breakwater, also referred to as a wave attenuation wall or the South Palafox Breakwater, is positioned on each side of the entry to the Baylen slip area. This wall was constructed in 1995-96 and overall it appears to be in good condition. We did not find evidence of any holes in these concrete piles. There are some bolts which are loose and/or missing at the triangular concrete spacers between the circular piling. These bolts could be tightened/reinstalled with minimal effort/cost by a dive contractor. The water flows between the circular piles and below the concrete spacers. The constant wave action (water flow) likely loosened these bolts. The cumulative length of the breakwater wall is approximately 595-ft. We recommend reinspecting these walls every 5 to 7 years.

## **2.0 Inspection Area & Figure 1 Discussion**

The walls we inspected are as indicated in the Aerial View presented in Figure 1, “Sea Wall Condition Study” on the following page. Not all of the walls in and around the project area are maintained by the City of Pensacola as noted in Figure 1.

The wall types we inspected are as identified in Figure 1. Two types of walls were observed including steel sheet piles and a concrete pile breakwater structure. The concrete caps of some of the steel sheet piles extended below the water surface, while the remaining did not.

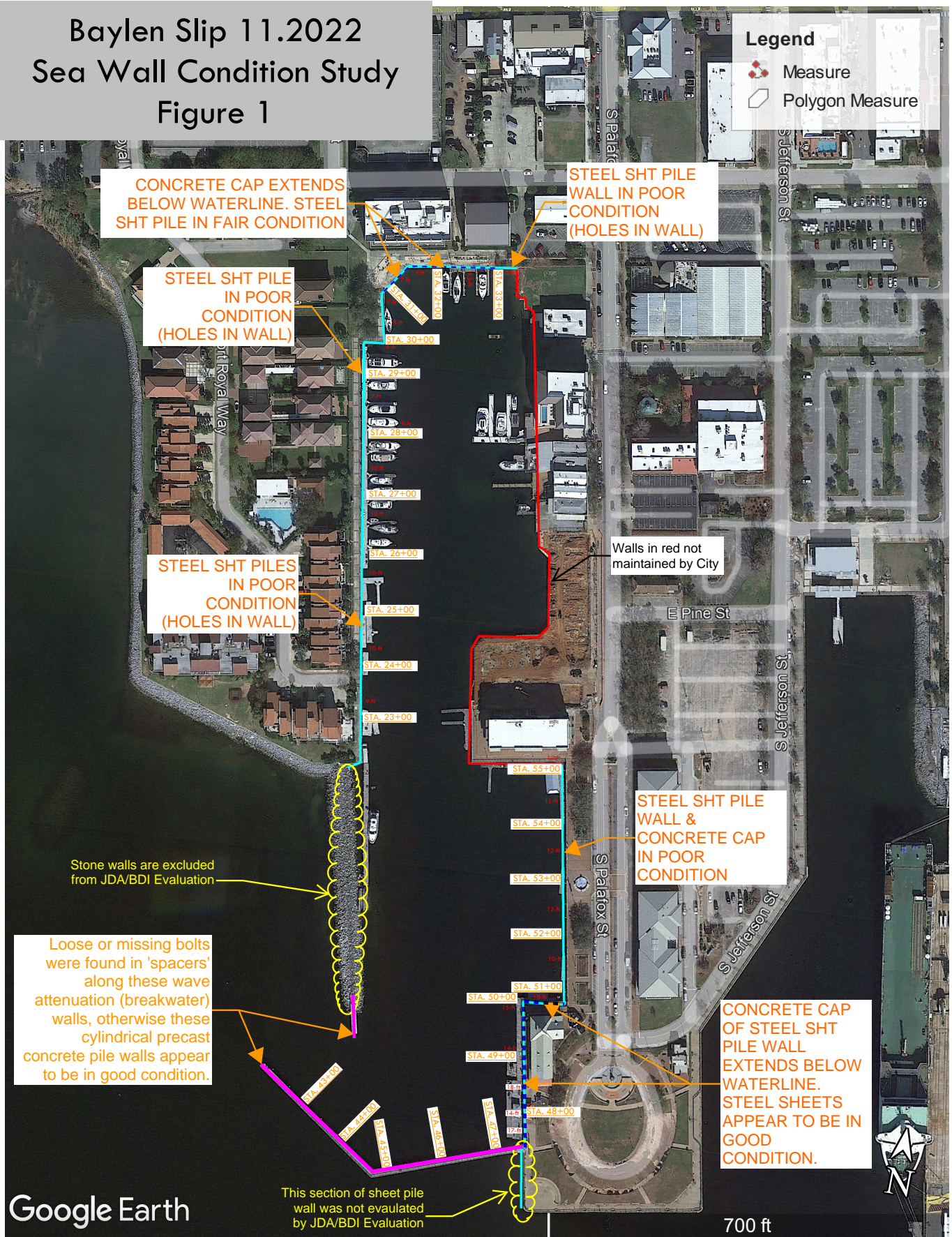
The general condition of the walls we inspected is as noted in Figure 1.

Figure 1 provides water depth (depth to mud-line from water surface) between each station markers. The station markers (ie, STA XX+00) are spaced at 100-ft intervals.

The station markers are referenced in the ultrasonic thickness testing of the steel sheet piles which is discussed in section 3.0 of this report.



# Baylen Slip 11.2022 Sea Wall Condition Study Figure 1





### **3.0 Ultrasonic Thickness Test Results + Visual Observation**

The steel sheet piles were ultrasonically tested to determine how much corrosion has occurred at and below the waterline. Lea Diving provided the ultrasonic thickness testing of the steel sheet piles at and below the waterline. The results of their testing are presented in Exhibit B to this report.

In summary, the section loss (thickness loss) of the sheet piles is severe just above the waterline, in the splash zone. However, it was very difficult to obtain thickness readings in this zone due to the delamination (flaking) of the steel. Therefore, the ultrasonic thickness testing was conducted below the splash zone, starting at the waterline and continuing below water. The below-water thickness reading are consistent and reveal minimal section/thickness loss.

Notes from the above-water visual observations are also included alongside the UT test results in Exhibit B. Holes were visually observed in the sheetpiles at multiple locations. These holes occur within the splash zone. The corrosion is the most severe in the splash zone.

Underwater videos were taken and provided by Kim Lea Diving. The video files were reviewed by our firm.

## **4.0 General Recommendations**

### **STEEL SHEET PILE WALLS**

Over 70% of the sheet pile walls we observed are in poor condition and in need of replacement while the remaining 30% appear to be in good condition. We recommend engaging an engineering team to move forward with design of new/replacement walls asap. The new walls can be installed on the seaward side of the existing walls.

The steel walls noted to be in good condition should be reinspected again in 3 to 5 years. However, it may be prudent to consider their replacement in the near future or in tandem with the other walls noted to be in poor condition.

### **CONCRETE PILE BREAK-WATER WALLS**

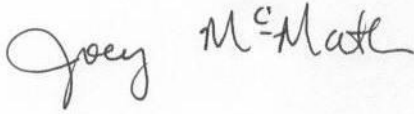
The concrete pile break-water walls appear to be in good condition. We recommend remediating the loose/missing bolts which secure the triangular pile spacers located between the circular concrete piles. This work should occur within the next year. A marine contractor, capable of diving should be able to perform this work for a minimal cost. We recommend reinspecting this wall again in the next 5-7 years.

## 5.0 Closing

Thank you for allowing us the opportunity to assist with this limited assessment. Please do not hesitate to contact us should you have additional questions or concerns.

Sincerely,

JOE DEREUIL ASSOCIATES, LLC

A handwritten signature in cursive script that reads "Joey McMath". The signature is written in dark ink on a light-colored, slightly textured background.

Joseph "Joey" L. McMath, III, PE  
FL PE #62539

## Exhibit A – Select Photos



**Photo 1 – Hole in west wall (Port Royal Side)**



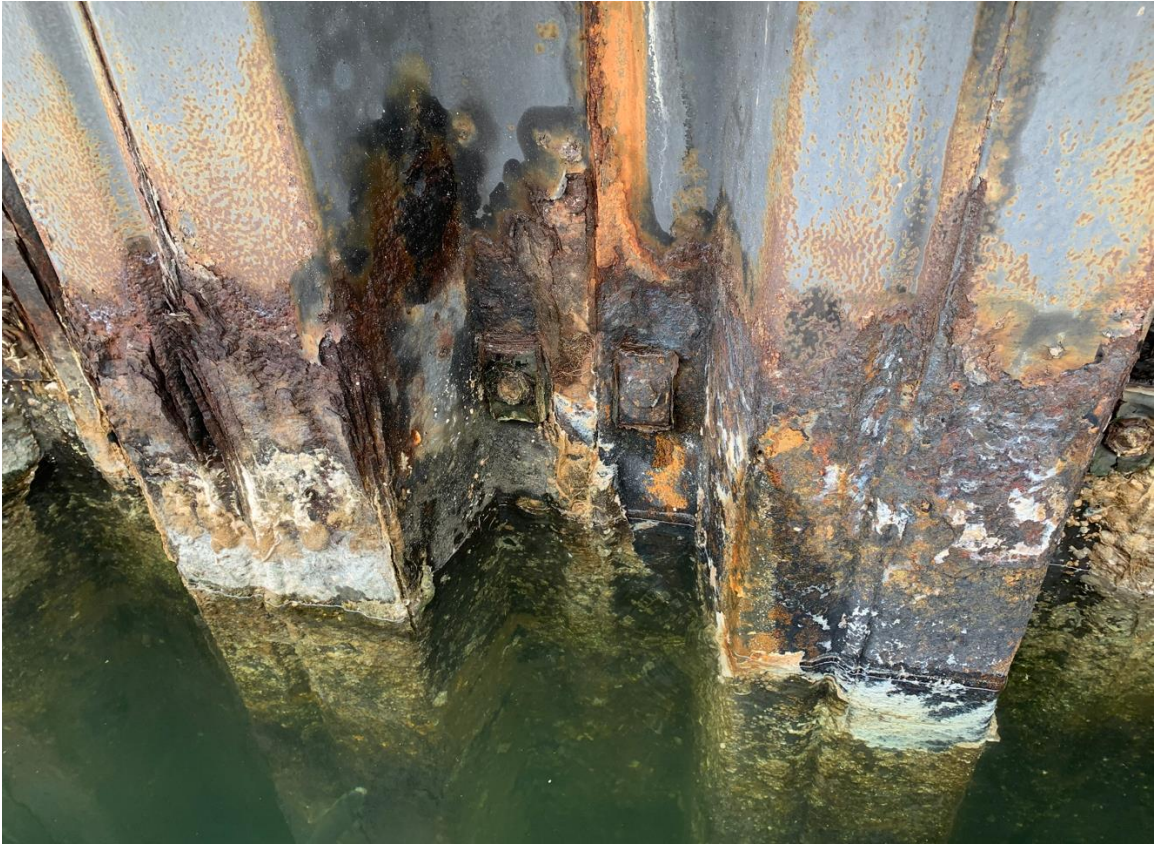


**Photo 2 – Hole in west wall with water coming through (Port Royal Side)**



**Photo 3 – Severe corrosion in west wall (Port Royal Side)**





**Photo 4 – Severe corrosion in west wall (Port Royal Side)**



**Photo 5 – Severe corrosion & small hole in west wall (Port Royal Side)**





**Photo 6 – Severe corrosion in west wall (Port Royal Side)**



**Photo 7 – Severe corrosion in west wall (Port Royal Side)**





**Photo 8 – Severe corrosion & Holes in west wall (Port Royal Side)**





**Photo 9 – Severe corrosion in east wall (Palafox Side)**



**Photo 10 – Severe corrosion in east wall (Palafox Side)**





**Photo 11 – Severe corrosion in east wall (Palafox Side)**



**Photo 12 – Severe corrosion in east wall (Palafox Side)**





**Photo 13 – Severe corrosion in east concrete cap rebar resulting in cracking  
(Palafox Side)**



**Photo 14 – Severe corrosion in east concrete cap rebar resulting in spalls along bottom (Palafox Side)**





**Photo 15 – Severe corrosion in east concrete cap rebar resulting in spalls along bottom (Palafox Side)**



**Photo 16 – Concrete Breakwater at south end of area  
(Looking West)**



**Photo 17 – Concrete Breakwater at south end of area  
(Looking East)**





**Photo 18 – Concrete Breakwater at south end of area  
(Looking West)**



**Photo 19 – Concrete Breakwater at south end of area  
(Looking North Towards Port Royal & Baylen Slip)**



**Photo 20 – Concrete Breakwater – Close-up view  
(Looking South)**



## **Exhibit B – UT & Visual Test Data**

NDT Report Day 1 and 2 / Page1

33	+	20	Depth		NB	2	FT
			W	Holes	O		
			M	Holes	O		
			B	Holes	O		

33	+	10	Depth		NB	2	FT
			W	Holes	O		
			M	Holes	O		
			B	Holes	O		

33	+	0	Depth		NB	7	FT
			W	0.365	S		
			M	0.375	O		
			B	0.370	I		

32	+	80	Depth		NB	9	FT
			W	0.380	O		
			M	0.360	S		
			B	0.370	I		

32	+	60	Depth		NB	10	FT
			W	0.375	O		
			M	0.365	S		
			B	0.370	I		

32	+	40	Depth		NB	10	FT
			W	0.370	O		
			M	0.360	S		
			B	0.360	I		

32	+	30	Depth		NB	9	FT
			W	0.375	O		
			M	0.365	S		
			B	0.360	I		

32	+	10	Depth		NB	10	FT
			W	0.330	O		
			M	0.350	S		
			B	0.360	I		

32	+	0	Depth		NB	9	FT
			W	0.350	O		
			M	0.365	S		
			B	0.360	I		

NB	Depth below water line to Natural Bottom
W	Water Line
M	Mid
B	Bottom
O	Outer belly
I	Inner belly
S	Side

UT Results

NDT Report Day 1 and 2/ Page 2

31 + 80	Depth		
	W	0.370	O
	M	0.365	S
	B	0.360	I

NB 9 FT

NB	Depth below water line to
W	Natural Bottom
W	Water Line
M	Mid
B	Bottom
O	Outter belly
I	Inner belly
S	Side

31 + 40	Depth		
	W	0.365	S
	M	0.375	I
	B	0.370	O

NB 5 FT

31 + 20	Depth		
	W	0.350	O
	M	0.365	S
	B	0.355	O

NB 5 FT

31 + 10	Depth		
	W	0.350	S
	M	0.355	I
	B	0.370	O

NB 6 FT

31 + 5	Depth		
	W	0.350	S
	M	0.360	O
	B	0.360	I

NB 8 FT

31 + 0	Depth		
	W	0.365	S
	M	0.365	I
	B	0.365	O

NB 6 FT

30 + 80	Depth		
	W	0.360	S
	M	0.360	I
	B	0.365	O

NB 7 FT

30 + 60	Depth		
	W	0.345	S
	M	0.355	I
	B	0.365	O

NB 6 FT

30 + 40	Depth		
	W	0.360	O
	M	0.375	S
	B	0.380	I

NB 8 FT

UT Results

NDT Report Day 1 and 2 Page 3

30	+	20	Depth		NB	9	FT
			W	0.365	O		
			M	0.370	I		
			B	0.375	S		

30	+	0	Depth		NB	9	FT
			W	0.365	I		
			M	0.350	O		
			B	0.360	S		

29	+	80	Depth		NB	8	FT
			W	0.360	I		
			M	0.365	S		
			B	0.365	O		

29	+	60	Depth		NB	6	FT
			W	0.365	S		
			M	0.370	O		
			B	0.365	I		

29	+	40	Depth		NB	7	FT
			W	0.360	S		
			M	0.375	O		
			B	0.365	I		

29	+	20	Depth		NB	7	FT
			W	0.360	S		
			M	0.350	I		
			B	0.360	O		

29	+	0	Depth		NB	7	FT
			W	0.355	O		
			M	0.365	S		
			B	0.360	I		

28	+	80	Depth		NB	9	FT
			W	0.365	I		
			M	0.380	O		
			B	0.370	S		

28	+	60	Depth		NB	9	FT
			W	0.380	O		
			M	0.365	I		
			B	0.365	S		

NB	Depth below water line to Natural Bottom
W	Water Line
M	Mid
B	Bottom
O	Outter belly
I	Inner belly
S	Side

Note: HOLES FOUND IN THIS AREA.

UT Results

NDT Report Day 1 and 2 Page 4

28 + 40 Depth NB 9 FT

W	0.345
M	0.365
B	0.385

I  
S  
O

28 + 20 Depth NB 9 FT

W	0.320
M	0.355
B	0.355

O  
S  
I

28 + 0 Depth NB 9 FT

W	0.350
M	0.375
B	0.365

I  
O  
S

27 + 80 Depth NB 10 FT

W	0.370
M	0.365
B	0.380

S  
I  
O

27 + 60 Depth NB 7 FT

W	0.350
M	0.355
B	0.355

O  
S  
I

27 + 40 Depth NB 7 FT

W	0.360
M	0.365
B	0.350

S  
O  
I

27 + 20 Depth NB 10 FT

W	0.340
M	0.350
B	0.355

S  
I  
O

27 + 0 Depth NB 10 FT

W	0.340
M	0.360
B	0.370

O  
S  
I

26 + 80 Depth NB 10 FT

W	0.345
M	0.360
B	0.355

S  
O  
I

NB	Depth below water line to Natural Bottom
W	Water Line
M	Mid
B	Bottom
O	Outer belly
I	Inner belly
S	Side

Note: HOLES FOUND IN THIS AREA.

NDT Report Day 1 & 2 / Page 5

26	+	60	Depth				NB	10	FT
			W	0.335	I				
			M	0.355	O				
			B	0.360	S				

26	+	40	Depth				NB	10	FT
			W	0.345	I				
			M	0.355	S				
			B	0.360	O				

26	+	20	Depth				NB	10	FT
			W	0.360	O				
			M	0.370	I				
			B	0.360	S				

26	+	0	Depth				NB	10	FT
			W	0.360	S				
			M	0.350	I				
			B	0.370	O				

NB	Depth below water line to Natural Bottom
W	Water Line
M	Mid
B	Bottom
O	Outter belly
I	Inner belly
S	Side

Note: HOLES FOUND IN THIS AREA.

NDT Report Day 3 (West Wall) Page 1

25	+	80	Depth	NB	10	FT
			O		0.370	
			S		0.360	
			I		0.360	

25	+	60	Depth	NB		FT
			S		0.365	
			O		0.345	
			I		0.365	

25	+	40	Depth	NB	10	FT
			O		0.380	
			S		0.380	
			I		0.360	

25	+	20	Depth	NB	10	FT
			O		0.360	
			S		0.350	
			I		0.370	

25	+	0	Depth	NB	10	FT
			O		0.345	
			I		0.315	
			S		0.370	

24	+	80	Depth	NB	9	FT
			O		0.360	
			S		0.360	
			I		0.360	

24	+	60	Depth	NB	10	FT
			S		0.355	
			O		0.355	
			I		0.370	

24	+	40	Depth	NB	10	FT
			I		0.365	
			O		0.355	
			S		0.325	

24	+	20	Depth	NB	10	FT
			O		0.380	
			S		0.350	
			I		0.350	

NB	Depth below water line to
	Natural Bottom
W	Water Line
M	Mid
B	Bottom
O	Outer belly
I	Inner belly
S	Side

Note: HOLES FOUND IN THIS AREA.

NDT Report Day 3 (West Wall) / Page 2

24	+	0	Depth	
			S	0.370
			O	0.355
			I	0.360

NB 9 FT

23	+	80	Depth	
			O	0.375
			S	0.355
			I	0.350

NB 10 FT

23	+	60	Depth	
			O	0.365
			S	0.365
			I	0.365

NB 10 FT

23	+	40	Depth	
			O	0.360
			S	0.360
			I	0.365

NB 9 FT

NB	Depth below water line to
	Natural Bottom
W	Water Line
M	Mid
B	Bottom
O	Outter belly
I	Inner belly
S	Side

Note: HOLES FOUND IN THIS AREA.



NDT Report Day 4 (East Wall) Page 1

47	+	50	Depth
		W	0.405
		M	0.370
		B	0.400

NB	17	FT
----	----	----

Depth below water line to	
NB	Natural Bottom
W	Water Line
M	Mid
B	Bottom
O	Outter belly
I	Inner belly
S	Side

47	+	75	Depth
		W	0.370
		M	0.385
		B	0.405

NB	15	FT
----	----	----

48	+	0	Depth
		W	0.380
		M	0.385
		B	0.365

NB	14	FT
----	----	----

48	+	50	Depth
		W	0.395
		M	0.375
		B	0.395

NB	18	FT
----	----	----

49	+	0	Depth
		W	0.410
		M	0.425
		B	0.385

NB	14	FT
----	----	----

49	+	50	Depth
		W	0.385
		M	0.405
		B	0.380

NB	13	FT
----	----	----

50	+	0	Depth
		W	0.400
		M	0.370
		B	0.395

NB	15	FT
----	----	----

50	+	50	Depth
		W	0.370
		M	0.400
		B	0.375

NB	10	FT
----	----	----

51	+	0	Depth
----	---	---	-------

NB	10	FT
----	----	----

W	0.365
M	0.405
B	0.410

Palafox Marina Pensacola, FL. NDT Report East Wall Page 2

51	+	50	Depth	
			W	0.395
			M	0.365
			B	0.405

NB 10 FT

NB	Depth below water line to Natural Bottom
W	Water Line
M	Mid
B	Bottom
O	Outter belly
I	Inner belly
S	Side

52	+	0	Depth	
			W	0.365
			M	0.410
			B	0.400

NB 12 FT

52	+	50	Depth	
			W	0.370
			M	0.410
			B	0.395

NB 12 FT

53	+	0	Depth	
			W	0.405
			M	0.410
			B	0.370

NB 12 FT

53	+	50	Depth	
			W	0.395
			M	0.360
			B	0.385

NB 12 FT

54	+	0	Depth	
			W	0.410
			M	0.410
			B	0.365

NB 12 FT

Approximate location of existing  
sheet pile wall patch/repair.

54	+	50	Depth	
			W	0.420
			M	0.425
			B	0.395

NB 11 FT

Approximate location of spalling of  
concrete cap.

55	+	0	Depth	
			W	0.425

NB 10 FT

Approximate location of spalling of  
concrete cap.

## Exhibit C – Disclaimers

This report does not express or imply any warranty of the structure but only addresses the condition of the portion which was readily accessible and observable at the time of inspection.

We did not observe components hidden from view or buried, including walers, tie-backs, and/or deadman anchors. The condition of these components should be assessed for the steel sheet pile walls noted as “good condition” asap. Excavation of these buried components will be required to complete such an assessment.

We did not inspect the cathodic protection systems nor guardrails or walkways. We did not inspect the floating docks, timber piles or timber docks/slips.

It should be noted that the above report is based on visual observations and ultrasonic testing and there is no claim, either stated or implied, that all conditions were observed or tested.

This report does not constitute construction documents for any repair recommendations made herein. Any repair recommendations offered are of a general nature.

This report does not address any portions of the structure other than those areas mentioned, nor does it provide any warranty, either expressed or implied, for any portion of the existing structure.

The opinions stated in this report are based on limited visual observations only. No physical testing was performed, and no calculations have been made to determine the adequacy of the structural system or its compliance with accepted building code requirements.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 2023-030

City Council

3/23/2023

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

RESOLUTION NO. 2023-030 - SUPPORTING SUBMISSIONS OF GRANT APPLICATIONS FOR CDBG-DR PROGRAM FUNDING

**RECOMMENDATION:**

That City Council adopt Resolution No: 2023-030.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; SUPPORTING APPLICATION TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY OFFICE OF LONG-TERM RESILIENCY OF COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY FUNDING (CDBG-DR); AUTHORIZING GRANT APPLICATIONS.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In September of 2020 the City of Pensacola was severely impacted by Hurricane Sally, causing significant economical and structural damage to various businesses, city owned properties, and homes in city limits. Since that time, the Florida Department of Economic Opportunity has allocated funding to the Rebuild Florida Infrastructure Repair Program, the Florida Subrecipient Housing Repair and Replacement Program, and Florida Hometown Revitalization Program to municipalities throughout Escambia and Santa Rosa Counties for projects related to the effects of Hurricane Sally.

City Staff would like to approval of a resolution in support of the applications for fundings to be used to actively address issues related to the impacts of Hurricane Sally for the purposes of infrastructure, home repair and revitalization improvements.

**PRIOR ACTION:**

None

**FUNDING:**

No matching funds are required for this grant.

**FINANCIAL IMPACT:**

The maximum award eligible to be received from this program is 125,513,850.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

3/6/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Lovoy, Finance Director  
Marcie Whitaker, Housing Director  
Kevin Boyer, Grants and Special Projects Coordinator

**ATTACHMENTS:**

- 1) Resolution No. 2023-030

**PRESENTATION:** No

RESOLUTION  
NO: 2023-030

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; SUPPORTING APPLICATION TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY OFFICE OF LONG-TERM RESILIENCY OF COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY FUNDING (CDBG-DR); AUTHORIZING GRANT APPLICATIONS.

WHEREAS, In September 2020, The City of Pensacola was severely damaged by the impact of Hurricane Sally, causing significant financial and economic loss to businesses and homes in city limits; and

WHEREAS, The City of Pensacola desires to provide citizens with health and safety and opportunity for economic impact and growth to include, but not limited to, creation of new jobs, businesses, and clean and efficient waterways.

WHEREAS, Florida Department of Economic Opportunity has allocated funding to the Florida Department of Economic Opportunity has allocated funding to the Rebuild Florida Infrastructure Repair Program, the Florida Subrecipient Housing Repair and Replacement Program, and Florida Hometown Revitalization Program in excess of \$125,513,850 to municipalities throughout Escambia and Santa Rosa Counties for projects related to the effects of Hurricane Sally.

WHEREAS, it is in the interest of the City of Pensacola to apply for these funds to be used to actively address issues related to the impacts of Hurricane Sally for the purposes of infrastructure improvements, housing repair and replacement, and hometown revitalization.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

Section 1. The City Council supports submitting grant applications to the state Department of Economic Opportunity to receive CDBG-DR funds.

Section 2. The City Council hereby authorizes the Mayor, or his designee, to serve as the authorized signature for submission, as well as serve as the authorized contact, relating to these DEO CDBG-DR grant applications and correspondences.

Section 3. The City Council hereby authorizes the Mayor, or his designee, to take all actions necessary to execute all documents relating to the state DEO CDBG-DR grant application.

Section 4. This Resolution shall become effective the fifth business day after the 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